

AMENDED
AGENDA

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

January 11, 2018 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

SWEARING IN OF COUNCILMEMBERS

SELECTION OF MAYOR

SELECTION OF DEPUTY MAYOR

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

BOARD & COMMITTEE REPORTS – COUNCIL

PRESIDING OFFICER REPORT

ADMINISTRATION REPORT

Item 1: ~~AVIATION ADVISORY COMMITTEE~~

TRANSPORTATION CONSULTANT

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfer through January 3, 2018 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#152587-152848	\$ 1,213,747.63
Electronic Wire Transfers	#956-967	\$ 1,470,496.67
Payroll Checks	#19008-19013	\$ 20,723.26
Payroll Deposit	#510001-510170	\$ 322,034.88
Payroll Checks (CORRECTIONS)	#18998	\$ (5,334.88)
Payroll Deposit (CORRECTIONS)	#480152	\$ (8,282.14)
Total Certified Checks, Wires, A/P and Payroll Vouchers:		\$ 3,013,385.42

Item 2: APPROVAL OF MINUTES

Motion is to approve the minutes from the October 26th, November 9th, and the November 30, 2017 Regular Council Meetings.

- Item 3: SURPLUS PROPERTY – VEHICLES
Motion is to accept the 2018 Surplus Vehicle List declaring certain vehicles and equipment identified in Attachment 1 as surplus and authorize disposal of said surplus vehicles and equipment by auction or trade-in.
- Item 4: ILA WITH HIGHLINE WATER DISTRICT FOR SOUTH 223RD STREET - PAVEMENT REHABILITATION PROJECT
Motion is to approve the Interlocal Agreement between the City of Des Moines and Highline Water District regarding the South 223rd Street – Pavement Rehabilitation Project construction contract, and further authorize the City Manager to sign said Agreement substantially in the form as submitted.
- Item 5: CONFIRMATION OF CITY MANAGER'S RE-APPOINTMENT OF LISA LEONE TO THE MUNICIPAL COURT JUDGE POSITION
Motion is to confirm the City Manager's re-appointment of Lisa Leone to the Municipal Court Judge position effective January 1, 2018 through December 31, 2021.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

- Item 1: SURPLUS PROPERTY-VEHICLES AND EQUIPMENT
Staff Presentation: Public Works Director Brandon Carver

NEW BUSINESS

- Item 1: SOUTH 216TH STREET – SEGMENT 3, 2018-2019 ON CALL KPG ENGINEERING TASK ASSIGNMENT 2-18-01, RIGHT OF WAY ACQUISITION SERVICES
Staff Presentation: Public Works Director Brandon Carver
[Transportation Project Manager Len Madsen](#)

EXECUTIVE SESSION

NEXT MEETING DATE:

January 18, 2018 City Council Regular Meeting

ADJOURNMENT

CITY OF DES MOINES
Voucher Certification Approval
11-Jan-18
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 Jan 11, 2018 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers through January 03, 2018 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:


Cecilia Pollock, Finance Operations Manager

	# From	# To	Amounts
Claims Vouchers:			
Total A/P Checks/Vouchers	152587 -	152848	1,213,747.63
Electronic Wire Transfers	956 -	967	1,470,496.67
		-	
Total claims paid			2,684,244.30
Payroll Vouchers			
Payroll Checks	19008 -	19013	20,723.26
Direct Deposit	510001 -	510170	322,034.88
Payroll Checks CORRECTIONS	18998		(5,334.88)
Direct Deposit CORRECTIONS	480152		(8,282.14)
Total Paychecks/Direct Deposits paid			329,141.12
Total checks and wires for A/P & Payroll			3,013,385.42

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MINUTES

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

October 26, 2017 – 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 Bangs.

ROLL CALL

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

Deputy Mayor Vic Pennington was absent.

Direction/Action

Motion made by Councilmember Nutting to excuse Deputy Mayor Pennington; seconded by Councilmember Bangs.
The motion passed 6-0.

Staff present: City Manager Michael Matthias; City Attorney Tim George; Chief Operations Officer Dan Brewer; Police Chief George Delgado; Court Administrator Jennefer Johnson; Probation Officer Melissa Patrick; Community Development Director Susan Cezar; Public Works Director Brandon Carver; Assistant Harbormaster Scott Wilkins; Parks, Recreation & Senior Services Director Patrice Thorell; Budget Manager Cecilia Pollock; City Clerk/Communications Director Bonnie Wilkins.

PRESIDING OFFICER'S REPORT

- Linden Lampman, Urban & Community Forestry Program Manager, Washington State Department of Natural Resources presented Council with an official Douglas fir "Moon Tree" to be planted in the City of Des Moines.
- Kevin Anderson, President and CEO, Wesley Homes; Thanked the City Council and City employees regarding the development of Wesley Homes, Des Moines Campus.

EXECUTIVE SESSION

At 7:15 p.m. Council went into Executive Session. The purpose of the Executive Session was to discuss Potential Litigation under RCW 42.30.110(1)(i). The Executive Session was expected to last 10 minutes.

Council Present: Mayor Pina; Councilmembers Musser, Nutting, Bangs, Back and Kaplan.

Staff Present: City Manager Matthias; Chief Operations Officer Brewer; City Attorney George.

At 7:25 p.m. Council ended the Executive Session and resumed the regular meeting. The Executive Session lasted 10 minutes.

No formal action was taken.

CORRESPONDENCE

- Rose Clark, President of Des Moines Memorial Drive; Council invitation to *Washington at War: The Evergreen State in World War I*

COMMENTS FROM THE PUBLIC

- JC Harris, Marina Development Open House Communication.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Kaplan

- No report.

Councilmember Back

- Marina Development Open House.
- Barnes Creek Trail Ribbon Cutting Ceremony.
- SCORE Budget Retreat in March, 2018.

Councilmember Bangs

- Barnes Creek Trail Ribbon Cutting Ceremony.

Councilmember Nutting

- Madi's Ribbon Cutting Ceremony.
- Barnes Creek Trail Ribbon Cutting Ceremony.
- Annual Tip-A-Cop Fundraiser at Red Robin:
 - \$4,300 raised for Special Olympics.
- Bayside Brunch, November 5, 2017.

Councilmember Musser

- Marina Development Open House.
- Destination Des Moines Board Meeting:
 - February 21, 2018 Wine and Art Walk.
- Van Gasken House Grand Opening.
- Trick or Treating Trail for Kids.
- Help keep storm drains clear.

PRESIDING OFFICER'S REPORT (CONTINUED)

- Thank you letter from Human Services Advisory Committee outgoing member, Dr. Alex Szabo.
- Seattle Symphony Performance in the Des Moines Beach Park.
- Marina Development Open House.
- Lodging Tax Advisory Committee meeting.
- Madi's Ribbon Cutting Ceremony.
- Barnes Creek Trail Ribbon Cutting Ceremony.
- Judson Park Bazaar.
- Van Gasken House Grand Opening.
- Bayside Brunch, November 5, 2017.

ADMINISTRATION REPORT

Item 1: SEPTEMBER FINANCIAL REPORT
Information in packet.

Item 2: 2ND QUARTER CITY MANAGER REPORT
Information in packet.

- SeaTac Airport Aviation Advisory Committee Meeting.
- Des Moines Aviation Advisory Committee Meeting, November 7th.
- Kevin Neary, Emergency Management Consultant.

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and payroll transfer through October 18, 2017 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#152026-152189	\$ 911,446.68
Electronic Wire Transfers	#927-928	\$ 20,984.44
Electronic Wire Transfers	#930-936	\$ 243,906.24
Payroll Checks	#18984-18988	\$ 3,201.06
Payroll Deposit	#400001-400169	\$ 321,641.59
Total Certified Checks, Wires, A/P and Payroll Vouchers:		\$1,501,180.01

Item 2: APPROVAL OF MINUTES
Motion is to approve the minutes from the September 7, 2017 City Council Study Session, minutes from the September 14, 2017 City Council Executive Session, and minutes from the September 14, 2017 City Council Regular meeting.

Item 3: CONSULTANT CONTRACT AMENDMENT – GRANT FREDRICKS
Motion is to approve Amendment/Addendum 6 to the Contract with Grant Fredricks, continuing professional consulting services through December 31, 2018, with an increase of \$10,000 for 2017 (bringing the total not-to-exceed amount for 2017 services to \$60,000) and \$50,000 for 2018 services, and authorize the City Manager to sign the contract amendment substantially in the form submitted.

Item 4: AMENDMENT TO TITLE 2 ADMINISTRATION AND PERSONNEL DMMC 2.12 EMPLOYEE POLICIES
Motion 1 is to suspend Rule 26(a) in order to enact Draft Ordinance No. 17-117 on first reading.

Motion 2 is to enact Draft Ordinance No. 17-117 to update the City's Employee's policies concerning benefits pursuant to federal and state law, and other amendments for clarity and consistency.

Item 5: POLICY FOR LOCAL TRAVEL AND NON-TRAVEL MEAL AND RELATED EXPENSES
Motion is to adopt Draft Resolution No. 17-138 establishing a policy for local travel and non-travel meal and incidental expenses.

Item 6: DRAFT RESOLUTION NO. 17-141, FEDERAL WAY SCHOOL DISTRICT NO. 210 PROPOSITION 1

Motion is to adopt Draft Resolution No. 17-141 supporting the Federal Way School District No. 210 Proposition 1 on the November 7, 2017 election ballot.

Mayor Pina called for those who wished to speak on Consent Calendar Item 6.

Greg Russo, Citizens for Federal Way School Students spoke in support of Federal Way School District No. 210 Proposition 1.

Direction/Action

Motion made by Councilmember Musser to approve the Consent Agenda; seconded by Councilmember Bangs.
The motion passed 6-0.

Mayor Pina read Draft Ordinance No. 17-117 into the record.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

Item 1: 2018 OPERATING AND CAPITAL BUDGETS

Staff Presentation: City Manager Michael Matthias
Chief Operations officer Dan Brewer
Budget Manager Cecilia Pollock

Mayor Pina opened the public hearing at 8:07 p.m.

Staff gave a power point presentation.

Seeing no one signed up to speak Mayor Pina called three times if anyone wished to speak. Seeing none Mayor Pina asked Council if they had any questions.

Mayor Pina closed the public hearing at 8:24 p.m.

Direction/Action

Motion made by Councilmember Kaplan to pass Draft Ordinance No. 17-132 establishing the 2018 Operating and Capital Budgets to a second reading on November 9, 2017; seconded by Councilmember Nutting.
The motion passed 6-0.

NEW BUSINESS

Item 1: MUNICIPAL STORAGE YARD STORMWATER BMP IMPROVEMENT PLAN
Staff Presentation: Civil Engineer 1 Tyler Beekley

Staff was unable to be in attendance for this item. This item moved to the November 9, 2017 Council meeting.

Direction/Action

Motion made by Councilmember Kaplan to move New Business Item 1 to the November 9, 2017 regular Council meeting; seconded by Councilmember Musser.

The motion passed 6-0.

NEXT MEETING DATE

November 9, 2017 City Council Regular Meeting

ADJOURNMENT**Direction/Action**

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

The motion passed 6-0.

The meeting was adjourned at 8:26 p.m.

Respectfully Submitted,
Bonnie Wilkins, CMC
City Clerk/Communications Director

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MINUTES

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

November 9, 2017 – 7:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 7:02 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Melissa Musser.

Mayor Pina requested a moment of silence for City Marina Office Manager Jeanie Blacksher and to victims of recent tragic events.

ROLL CALL

Council present: Mayor Matt Pina, Deputy Mayor Vic Pennington, Councilmembers Melissa Musser, Jeremy Nutting, Luisa Bangs, and Dave Kaplan (via telephone).

Councilmember Robert Back was absent.

Direction/Action

Motion made by Councilmember Musser to excuse Councilmember Back; seconded by Councilmember Nutting.
The motion passed 5-0.

Councilmember Dave Kaplan appeared telephonically for the meeting during the Public Hearings. He joined the meeting at 8:00 p.m.

Staff present: City Manager Michael Matthias, Chief Operations Officer Dan Brewer, City Attorney Tim George, Assistant City Attorney Matt Hutchins, Police Chief George Delgado, Assistant Police Chief Bob Bohl, Municipal Court Judge Lisa Leone, Court Administrator Jennefer Johnson, Parks Recreation and Senior Services Director Patrice Thorell, Public Works Director Brandon Carver, Acting Finance Director Cecilia Pollock, City Engineer I Tyler Beekley, Probation Officer Melissa Patrick, Assistant Harbormaster Scott Wilkins, Deputy City Clerk Renee Cameron, and City Clerk/Communication Director Bonnie Wilkins.

CORRESPONDENCE

There were no correspondences.

COMMENTS FROM THE PUBLIC

- Alena Rogers, Des Moines; spoke regarding her concerns about problem properties in Pacific Ridge.
- Matt Mahoney, Des Moines; spoke regarding the Small Business Saturday Proclamation.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Deputy Mayor Pennington

- Thanked the community, City staff, and Council for support during his absence.

Councilmember Bangs

- Joint Summit on Gang Prevention and Intervention.

Councilmember Nutting

- 18th Annual Bayside Brunch.
- Squid-a-Rama – November 11th.

Councilmember Musser

- Abatement fund for cleaning up problem properties.
- Thanked Council candidates for running a respectful campaign.

PRESIDING OFFICER'S REPORT

- Mayor Pina addressed Ms. Rogers' comments.
- Highline School District 2017 Graduation Rate.
- Highline High School students moving to the Olympic site next fall on an interim basis.
- Comcast City Council meetings broadcast issues.
- Judson Park Bazaar.
- City's Emergency Management Preparation.

ADMINISTRATION REPORT

- Aviation Advisory Committee Meeting Report.
- SeaTac Airport Stakeholders Advisory Committee City Participation.
- Marina Development Open House Results.
- Squid-a-Rama and Redondo Boardwalk.
- Fleet/Facilities Assistant with Puget Sound Skills Center.

Item 1: DUI COURT

Municipal Court Judge Leone provided the Council with a presentation regarding Court staff training, grants, and the process of implementing an intensive therapeutic DUI Court Model.

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfer through October 31, 2017 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#152190-152321	\$ 250,812.29
Electronic Wire Transfers	#937-939	\$ 122,370.55
Payroll Checks	#18989-18995	\$ 6,588.49
Payroll Deposit	#420001-420165	\$ 315,102.46
Total Certified Checks, Wires, A/P and Payroll Vouchers:		\$ 694,873.79

- Item 2: DRAFT RESOLUTION NO. 17-111; SETTING A PUBLIC HEARING DATE TO CONSIDER DRAFT ORDINANCE NO. 17-111 RELATING TO THE ENVIRONMENT CODE, ESTABLISHING AN OFF-SITE MITIGATION AND FEES PAID IN LIEU PROGRAM AND AMENDING CHAPTER 16.25 DMMC, AND ESTABLISHING AN ASSOCIATED URBAN FORESTRY FUND IN CHAPTER 3.51

Motion is to adopt Draft Resolution No. 17-111 setting a public hearing on December 7, 2017 to consider a draft ordinance relating to the Environment Code, establishing an off-site mitigation and fees paid in lieu program, and amending chapter 16.25 DMMC, and establishing an associated urban forestry fund in chapter 3.51.

- Item 3: DRAFT RESOLUTION NO. 17-073; SETTING A PUBLIC HEARING DATE FOR DRAFT ORDINANCE NO. 17-073, LANDSCAPE FOR ESSENTIAL PUBLIC TRANSPORTATION FACILITIES

Motion is to adopt Draft Resolution No. 17-073 setting a public hearing on December 7, 2017 to consider a draft ordinance relating to City land use and development regulations, and amending chapters 18.15, 18.190, and 18.195 DMMC to minimize the impact on property owners and tenants affected by the acquisition of right of way by Sound Transit and project design for the Federal Way Link Extension through Des Moines, a regional essential public transportation facility.

- Item 4: SMALL BUSINESS SATURDAY PROCLAMATION

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

Mayor Pina read the Small Business Saturday Proclamation into the record.

- Item 5: COMMUTE TRIP REDUCTION PROGRAM

Motion is to approve the Interlocal Agreement between the City of Des Moines and King County, Department of Transportation, Metro Transit Division for the implementation of the Commute Trip Reduction Program from July 1, 2017 through June 30, 2019.

Action/Direction

Motion made by Councilmember Nutting to approve the Consent Agenda; seconded by Councilmember Musser.
The motion passed 5-0.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

Councilmember Kaplan joined the meeting at 8:00 to participate in the Public Hearings.

- Item 1: YEAR 2018 GENERAL PROPERTY TAX LEVIES

Staff Presentation: City Manager Michael Matthias
Acting Finance Director Cecilia Pollock

Mayor Pina opened the public hearing at 8:03 p.m.

Acting Finance Director Cecilia Pollock summarized the 2018 General Property Tax Levies.

Seeing no one signed up for public comment Mayor Pina asked 3 times if anyone wished to speak. Seeing none Mayor Pina asked Council if they had any questions.

Mayor Pina closed the public hearing at 8:10 p.m.

Direction/Action

Motion made by Councilmember Musser to suspend Rule 26(a) in order to enact Draft Ordinance No. 17-131 on first reading;; seconded by Councilmember Nutting.

The motion passed 6-0.

Motion made by Councilmember Musser to enact Draft Ordinance No. 17-131, determining the amount of funds to be raised by ad valorem taxes for the year 2017 for general City expenditures); seconded by Councilmember Nutting.

The motion passed 6-0.

Motion made by Councilmember Musser to suspend Rule 26(a) in order to enact Draft Ordinance No. 17-134 on first reading; seconded by Councilmember Nutting.

The motion passed 6-0.

Motion made by Councilmember Musser to enact Draft Ordinance No. 17-134, authorizing the increase in ad valorem taxes for the year 2018 for general City expenditures; seconded by Councilmember Nutting.

The motion passed 6-0.

Item 2:

2018 OPERATING AND CAPITAL BUDGETS

Staff Presentation: City Manager Michael Matthias
Chief Operations Officer Dan Brewer
Acting Finance Director Cecilia Pollock

Mayor Pina opened the public hearing at 8:13 p.m.

City Manager Matthias and Acting Finance Director Pollock summarized the 2018 Operating and Capital Budgets.

Seeing no one signed up for public comment Mayor Pina asked 3 times if anyone wished to speak. Seeing none Mayor Pina asked Council if they had any questions.

Mayor Pina closed the public hearing at 8:21 p.m.

Mayor Pina read a statement from Councilmember Back which stated the Councilmember Back supported the budget.

Direction/Action

Motion made by Councilmember Kaplan to enact Draft Ordinance No. 17-132 establishing the 2018 Operating and Capital Budgets for the fiscal year ending December 31, 2017, as amended; seconded by Councilmember Musser. The motion passed 6-0.

- Item 3: 2017 OPERATING & CAPITAL BUDGET AMENDMENTS
Staff Presentation: City Manager Michael Matthias
Acting Finance Director Cecilia Pollock

Mayor Pina opened the public hearing at 8:36 p.m.

Acting Finance Director Cecilia Pollock summarized the amendments.

Seeing no one signed up for public comment Mayor Pina asked 3 times if anyone wished to speak. Seeing none Mayor Pina asked Council if they had any questions.

Mayor Pina closed the public hearing at 8:42 p.m.

Direction/Action

Motion made by Councilmember Nutting to suspend Rule 26(a) in order to enact Draft Ordinance No. 17-130 on first reading; seconded by Councilmember Bangs. The motion passed 6-0.

Motion made by Councilmember Nutting to enact Draft Ordinance No. 17-130 amending the 2017 Operating and Capital Budgets); seconded by Councilmember Bangs. The motion passed 6-0.

Councilmember Kaplan left the meeting (telephonic) at 8:49 p.m.

NEW BUSINESS

- Item 1: MUNICIPAL STORAGE YARD STORMWATER BMP IMPROVEMENT PLAN
BRIEFING AND DISCUSSION
Staff Presentation: Civil Engineering I Tyler Beekley

Civil Engineer I Tyler Beekley provided Council with a brief PowerPoint presentation.

Informational purposes only. No formal action was taken.

NEXT MEETING DATE

November 30, 2017 City Council Regular Meeting

ADJOURNMENT**Direction/Action**

Motion made by Councilmember Musser to adjourn; seconded by Councilmember Nutting.
The motion passed 6-0.

The meeting was adjourned at 9:04 p.m.

Respectfully Submitted,
Renee Cameron, CMC
Deputy City Clerk

MINUTES

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

November 30, 2017 – 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 Mayor Pina.

ROLL CALL

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

Councilmember Luisa Bangs was absent.

Direction/Action

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

The motion passed 6-0.

Staff present: City Manager Michael Matthias, City Attorney Tim George, Police Chief George Delgado, Assistant Police Chief Bob Bohl, Community Development Director Susan Cezar, Planning and Development Services Manager Denise Lathrop, Senior Planner Laura Techico, Parks and Recreation Director Patrice Thorell, Public Works Director Brandon Carver, Acting Finance Director Cecilia Pollock, Staff Accountant Eric Mandelas, City Engineer I Tyler Beekley, Deputy City Clerk Renee Cameron, and City Clerk/Communications Director Bonnie Wilkins.

CORRESPONDENCE

City Clerk/Communications Director read a note/invitation from the Marina staff to Council, Council-elect and staff to their annual tenant appreciation holiday party on December 6th at 6:00 p.m. at the Marina Activity Tent.

PRESIDING OFFICER REPORT

With Councils indulgence, the Presiding Officer Report Item 1 was moved up on the agenda to accommodate Dr. Bermingham.

Item 1: DR. JACK BERMINGHAM RECOGNITION

Mayor Pina and the Council recognized Dr. Jack Bermingham for his almost 40 years of dedication and service during his distinguished academic career. Dr. Bermingham thanked the City, Council and the community for the collaboration and the spirit of the community.

COMMENTS FROM THE PUBLIC

- Traci Buxton, Des Moines, concerning the Poverty Bay Shellfish Downgrade.
- Brenda Fodge with Polygon, Crestwood Park Final Plat Extension Request.

- Anne Kroker, Des Moines Ecology Projects for Airport Communities and assistant at Saltwater State Park.
- JC Harris, Des Moines, Aviation Advisory Committee and the SeaTac Aviation Forum
- Erica Larson, Mt. Rainier High School ASB Secretary, upcoming semester Art Walk Project.
- Yael Torres, Mt. Rainier High School, gender neutral bathrooms at school, and holding a Mental Health Awareness Week.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Deputy Mayor Pennington

- No report.

Councilmember Kaplan

- Dr. Jack Bermingham Retirement Celebration at Highline Community College.
- Black and Brown Male Summit.
- South County Area Transportation Board Meeting.
- State Auditor 2016 Accountability Audit, 2016 Financial Statement Audit, 2016 Federal Grant Compliance Audit, and the 2016 Comprehensive Annual Financial Report Clean Audit Results.

Councilmember Back

- Sound Cities Association Annual Membership Meeting and Public Issues Committee.

Councilmember Nutting

- No report.

Councilmember Musser

- Thanked Erica Larson and Yael Torres for all they are doing for Mt. Rainier High School ASB and the Mt. Rainier staff students for making the school a safe place.
- Tree Lighting Celebration at Big Catch Plaza on December 1st.
- Sound Cities Association and Public Issues Committee.

PRESIDING OFFICER REPORT

- State Auditor's Report.
- Memorial Service for Jeanie Blacksher.
- Council consensus to send flowers to Marina Officer Manager Jeanie Blacksher's Memorial from the Council Hearts and Minds Fund.

ADMINISTRATION REPORT

- Soundside Alliance Annual Breakfast Focusing on Economic Development and Investment Opportunities in South King County.

Item 1: OCTOBER FINANCIAL REPORT

Staff Accountant Eric Mandelas presented the October 2017 Financial Report to Council.

- Item 2: **RECOLOGY RATE UPDATE**
Recology CleanScapes General Manager Kevin Kelly provided Council with an update regarding Recology's services and rates.
- Item 3: **ECOLOGY PROJECTS FOR AIRPORT COMMUNITIES**
Port of Seattle Local Government Relations Manager Katie Kuciemba Halse and provided a PowerPoint Presentation regarding the Ecology Projects for Airport Communities. Port of Seattle Environmental Engagement Program Manager Christina Billingsley provided information regarding the Airport Community Ecology Fund Small Matching Grants Project ecology projects grant program.
- Item 4: **AVIATION ADVISORY COMMITTEE REPORT**
City Manager Matthias provided an update to Council regarding the City's October Aviation Advisory Committee meeting, as well as the upcoming November 7th meeting. He advised that Representative Orwall requested him to participate in the Technical Advisory Committee sponsored by UW, as well as information and a request for a motion regarding the SeaTac Stakeholder Advisory Roundtable.

Action/Direction

Motion made by Councilmember Kaplan to appoint City Manager Michael Matthias to fill the non-elected city employee membership position for an indefinite term on the SEA Stakeholder Advisory Roundtable, to appoint Sheila Brush for a two year term to fill the City of Des Moines Community Member Position 1 on the SEA Stakeholder Advisory Roundtable, and Ken Rogers for a two year term to fill the City of Des Moines Community Member Position 2 on the SEA Stakeholder Advisory Roundtable; seconded by Deputy Mayor Pennington. The motion passed 6-0.

City Attorney Tim George discussed zoning and code enforcement issues regarding chickens on various properties and the Des Moines City Code. Councilmember Nutting, as Chair of the Finance & Economic Development Committee advised the issue is on the Committee's items for review and recommendation and may be moved up as a priority in early 2018.

CONSENT CALENDAR

- Item 1: **APPROVAL OF VOUCHERS**
Motion is to approve for payment vouchers and payroll transfer through November 21, 2017 included in the attached list and further described as follows:
- | | | |
|--|----------------|-----------------|
| Total A/P Checks/Vouchers | #152322-152524 | \$ 1,036,437.62 |
| Electronic Wire Transfers | #940-52 | \$ 433,841.19 |
| Payroll Checks | #18996-19000 | \$ 8,277.89 |
| Payroll Deposit | #440001-440167 | \$ 313,283.92 |
| Payroll Checks | #190001-19005 | \$ 9,533.96 |
| Payroll Deposit | #460001-460159 | \$ 306,922.31 |
| Total Certified Checks, Wires, A/P and Payroll Vouchers: | | \$ 2,108,296.89 |
- Item 2: **APPROVAL OF MINUTES**
Motion is to approve the minutes from the October 5, 2017 Council Study Session, and the October 12, 2017 Council Regular Meeting.

- Item 3: **CONSULTANT SERVICES CONTRACT WITH THE LA STUDIO LLC FOR DESIGN SERVICES**
Motion is to approve the Consultant Services Contract with The LA Studio LLC for design services for Des Moines Play Areas Design Project in the amount of \$165,000.00, and additionally authorize the City Manager to sign the Consultant Services Contract substantially in the form as submitted.
- Item 4: **TRANSPORTATION MANAGEMENT SERVICES CONSULTANT CONTRACT – SPECIAL PROJECT MANAGER**
Motion is to approve the contract with Leonard D. Madsen, ACIP and authorize the City Manager to sign the contract substantially in the form as submitted, at a not-to-exceed cost of \$119,400.
- Item 5: **CONTRACT AGREEMENT WITH THE HOLMES GROUP, LLC (THG) FOR CONSULTING SERVICES (PORT GRANT PHASE II)**
Motion is to approve the draft Consultant Agreement with the Holmes Group, LLC, in an amount not to exceed \$60,000, for the purposes of providing consultant services for Marina redevelopment, and authorize the City Manager to sign the Agreement substantially in the form as attached.
- Item 6: **SPONSORSHIP OF THE DES MOINES POOL METROPOLITAN PARK DISTRICT'S AWC APPLICATION**
Motion is to enact Draft Resolution No. 17-146, sponsoring the Des Moines Pool Metropolitan Park District's application to join the Association of Washington Cities Employee Benefit Trust.
- Item 7: **ARTS COMMISSION APPOINTMENT**
Motion is to confirm the Mayoral appointment of Marcus Williams to a three year term on the City of Des Moines Arts commission effective on January 1, 2018 and expiring on December 31, 2020.

Direction/Action

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

Councilmember Nutting pulled Consent Agenda Item #5.

The remainder of the Consent Agenda passed 6-0.

Direction/Action

Motion made by Councilmember Musser to approve the draft Consultant Agreement with the Holmes Group, LLC, in an amount not to exceed \$61,000, for the purposes of providing consultant services for Marina redevelopment, and authorize the City Manager to sign the Agreement substantially in the form as attached; seconded by Councilmember Kaplan.

The motion passed 5-1.

FOR: Mayor Pina, Deputy Mayor Pennington, Councilmembers Kaplan, Back, and Musser.

AGAINST: Councilmember Nutting.

OLD BUSINESS

- Item 1. POVERTY BAY SHELLFISH DOWNGRADE – STAFF UPDATE
Staff Presentation: Public Works Director Brandon Carver and
City Engineer I Tyler Beekley

City Engineer I Tyler Beekley presented a PowerPoint presentation. This item was for discussion and informational purposes only, and no action was taken.

NEW BUSINESS

- Item 1: CRESTWOOD PARK FINAL PLAT EXTENSION REQUEST
Staff Presentation: Planning & Development Services Manager
Denise Lathrop

Planning and Development Services Manager Denise Lathrop presented a brief PowerPoint presentation.

Direction/Action

Motion made by Councilmember Kaplan to adopt Draft Resolution No. 17-144 extending the expiration date to obtain final plat approval for the preliminary planned unit development of Crestwood Park from December 6, 2017 to December 6, 2018; seconded by Councilmember Nutting. The motion passed 5-0.

Councilmember Musser recused herself from the vote due to her professional relationship with Polygon Homes.

NEXT MEETING DATE

December 7, 2017 City Council Regular Meeting

ADJOURNMENT

Direction/Action

Motion made by Councilmember Kaplan to adjourn; seconded by Councilmember Nutting. The motion passed 6-0.

The meeting was adjourned at 8:58 p.m.

Respectfully Submitted,
Renee Cameron, CMC
Deputy City Clerk

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Surplus Property – Vehicles

FOR AGENDA OF: January 11, 2018

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: January 2, 2018

ATTACHMENTS:

1. 2018 Surplus Vehicle List

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DSB

- ☒ Legal TS
- ☒ Finance JP
- ☐ Courts _____
- ☐ Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is to seek Council authorization to surplus two Chevrolet Tahoe Police vehicles. Consistent with the adopted 2018 Budget, the Public Works Department recommends that the vehicles and equipment identified in Attachment 1 be declared surplus and disposed of. The following motion will appear on the consent calendar:

Suggested Motion

Motion: “I move to accept the 2018 Surplus Vehicle List declaring certain vehicles and equipment identified in Attachment 1 as surplus and authorize disposal of said surplus vehicles and equipment by auction or trade-in.”

Background

The adopted 2018 Budget includes the replacement and purchase of 2 two Police vehicles which the City Council authorized on December 7th 2017. The Council also authorized the purchase of 2 additional Police vehicles for new positions added to the Police Department, however, since these are new positions there is no existing vehicle to replace.

Discussion

As the new 2018 Ford Interceptors arrive, two of the Police vehicles (551 and 514) will become available for surplus. Staff anticipates the surplus of these vehicles will be around June of 2018. Proceeds from the surplus sale of these vehicles will be deposited into the City's vehicle replacement fund. All vehicles in the City's fleet require maintenance, keeping additional older vehicles adds increased maintenance and insurance costs. Staff will sometimes reallocate vehicles after they have served their primary function. Staff is not recommended these vehicles be repurposed, but rather sold at auction, keeping an efficient number of vehicles in the current fleet.

Alternatives

Council could direct staff to reconsider the motion and keep the vehicles in the fleet.

Financial Impact

Proceeds from the surplus sale of these vehicles will be deposited into the City's vehicle replacement fund.

Recommendation

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

2018 Surplus Vehicle list

Number	Description	Approximate Value
551	2013 Blue Chevrolet Tahoe License# 54355D Vin# 1GNSK2E00DR174053	\$3,000
514	2010 Blue Chevrolet Tahoe License# 51600D Vin# 1GNUKAE06AR255105	\$3,000

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: ILA with Highline Water District for
South 223rd Street – Pavement Rehabilitation
Project

ATTACHMENTS:

1. Interlocal Agreement, City of Des Moines
and Highline Water District

FOR AGENDA OF: January 11, 2018

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: January 2, 2018

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal JG
- ☒ Finance EF
- ☐ Courts N/A
- ☐ Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is for City Council to approve a construction agreement between the City of Des Moines and Highline Water District. The Interlocal Agreement (Attachment 1) will allow the City to combine proposed district water utility work with roadway into a single contract benefiting the City, District, and overall community for the South 223rd Street – Pavement Rehabilitation Project. The following motion will appear on the Consent Calendar:

Suggested Motion

Motion: “I move to approve the Interlocal Agreement between the City of Des Moines and Highline Water District regarding the South 223rd Street – Pavement Rehabilitation Project construction contract, and further authorize the City Manager to sign said Agreement substantially in the form as submitted.”

Background

The City currently has an annual arterial street paving program solely focused on roadway preservation. The rehabilitation of South 223rd Street between Marine View Drive and 24th Avenue South was prioritized for 2018 with Public Safety & Transportation Committee concurrence. Project design is almost complete and it is expected to be publically advertised for bids in February.

As part of the project, City Staff conducted franchise utility coordination to reduce construction impacts to the public. Overall, Highline Water District and Water District 54 have planned facility upgrades within the project limits. Highline Water District will be replacing a water main and services between 24th Avenue South and 16th Avenue South. Water District 54 will be making limited improvements near 11th Ave South. Other utilities indicated that they are not affected by the City's work.

In preparation of the City's project, Highline Water District completed a design to replace an 8" water main consistent with the City's roadway improvements. These plans and specifications will be included as a separate schedule of work within the City's contract per the conditions outlined within the Interlocal Agreement.

Water District 54 has informed the City that their limited work will be completed prior to the City's contractor mobilizing onto the project site and that an Interlocal Agreement will not be pursued at this time.

Discussion

By combining the City's roadway work with Highline Water District's utility work into a single contract as proposed in the Interlocal Agreement, Staff believes there will be significant benefits, specifically:

- Economy of Scale - Soliciting for bids under a single contract will generate more competition due to larger contract.
- Community Impact - Reduction in impacts to the public and project schedule by combining two projects into one.
- Quality Control – The City will retain full responsibility for final asphalt overlay which will reduce all potential utility trench patches and provide a higher quality roadway surface.

Included within the Interlocal Agreement are obligations of Highline Water District that provide mutual benefit to the project. In summary, these include:

- Design – The District will compensate the City \$10,000 to incorporate PS&E into the City's Contract.
- Right-Of-Way Use Construction – The District shall reimburse the City \$89,500 for costs associated with impacts to the Right-of-Way associated with the District's work.
- Hot Mix Asphalt – The District shall reimburse the City \$130,600 for costs associated with pavement restoration associated with the District's work.
- Construction Management – The District shall reimburse the City \$30,200 for costs associated with the construction and contract management of the District's Bid Schedule of work.

Acceptance of the bids and award of a construction contract will be subject to approval by the City Council and Highline District Board. It is possible that one, or both parties may reject bids. As stipulated within the Interlocal Agreement, the costs of the improvements will be borne equitable and separately by

the City and District for their respective improvements. A separate bid schedule is provided for the roadway and water utility improvements.

It is anticipated that the Interlocal Agreement with Highline Water District will be brought forward for consideration by the District's Board of Commissioners on January 3rd, 2018.

Alternatives

Alternative 1: No Interlocal Agreement Authorization

The City Council could elect not to enter into this Interlocal Agreement with Highline Water District. The District and the City would then pursue their projects independently and risk losing the benefits of a combined project, extend the project impacts over two construction seasons, and potentially have a lower quality roadway surface due to trench patch restoration.

Financial Impact

The City's CIP Budget Worksheet includes revenues associated with this Interlocal Agreement.

Recommendation

Staff recommends adoption of the motion.

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**INTERLOCAL AGREEMENT
CITY OF DES MOINES AND
HIGHLINE WATER DISTRICT**

**SOUTH 223rd STREET – PAVEMENT
REHABILITATION PROJECT
(24th Avenue South to Marine View Drive)**

RECITALS

WHEREAS, the City of Des Moines, Washington ("City") is undertaking a capital improvement project known as the South 223rd Street – Pavement Rehabilitation Project ("the Project"); and

WHEREAS, Chapter 39.34 RCW authorizes two or more political subdivisions or units of local government of the State of Washington to cooperate on a basis of mutual advantage to provide for services and facilities; and

WHEREAS, Highline Water District ("District") owns and operates certain water utilities located in the South 223rd Street and 24th Avenue South right-of-way within and adjacent to the Project limits and the District has a franchise agreement to operate in said right-of-way; and

WHEREAS, the City intends to construct improvements to South 223rd Street and its approaches; and

WHEREAS, the District is interested in replacing a 6-inch water main within the right-of-way limits of the City's project between 16th Ave S and 24th Ave S with a 8-inch water main, along with other improvements ("District Work"); and

WHEREAS, integrating the District Work into the City's design and construction of the Project would be more expedient, less expensive, and less disruptive to the public than if the District undertook the District Work separately; and

WHEREAS, the City and the District (individually a "Party" and collectively the "Parties") mutually desire to establish a formal arrangement under which the District will pay the City in consideration of the City's incorporating the District Work into the design and construction of the Project; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of defining their respective rights, obligations, costs, and liabilities regarding this undertaking; and

WHEREAS, the City Council of the City has taken appropriate action to approve the City's approval of and entry into this Agreement ("Agreement"); and

WHEREAS, the District Board of Commissioners has taken appropriate action to approve the District's approval of and entry into this Agreement;

NOW, THEREFORE, in consideration of the terms, conditions and covenants

contained herein, the Parties agree as follows:

AGREEMENT

Section 1. Purpose. The purpose of this Agreement is to establish a formal arrangement under which the District will pay the City to incorporate the design of the District Work into the Project contract documents and to construct the District Work in conjunction with the City's design and construction of the Project. The terms, conditions, and covenants of this Agreement shall accordingly be interpreted to advance this purpose. This Agreement further seeks to allocate and define the Parties' respective rights, obligations, costs and liabilities concerning the establishment, operation and maintenance of this undertaking.

Section 2. Term. This Agreement shall be effective upon execution by the Parties. Unless terminated in accordance with Section 3, this Agreement shall remain in effect until one of the following events occurs, whichever is later: (a) the District's written acceptance of and payment for the District Work provided pursuant hereto, or (b) December 31, 2019. Thereafter, this Agreement shall expire automatically. The Parties may at their option renew this Agreement for a mutually agreed upon term by a writing signed by both Parties.

Section 3. Termination. Subject to the provisions of Section 4 herein, either Party may terminate this Agreement with cause by providing the other Party with at least thirty (30) days written notice of its intent to terminate. Termination or expiration of this Agreement shall not alter the District's payment obligations under Section 6 for services already rendered, as well as for the normal and reasonable costs incurred by the contractor in terminating and closing out the District's portion of the work, and shall not alter the Parties' respective obligations under Section 11 of this Agreement.

Section 4. Obligations of the District.

- A. The District shall provide monthly payments to the City to reimburse the City for its costs of incorporating the design of the District Work into the construction documents, and for constructing the District Work pursuant to Section 6 of this Agreement, and as follows:
 - a. **Engineering/Design.** The District shall participate in the design process as follows:
 - i. The District will coordinate with the City and its engineering consultants on the preparation of the engineering plans and

specifications necessary to accommodate the District Work utilizing specifications and bid quantities for common work that is acceptable to the City. The City may use the District's survey for preparation of its plans but shall hold the District harmless from any errors, omissions or corrections necessary to design and construct said improvements. The District shall review the final Plans and Specifications, and provide the City a written notice of acceptance of the plans and specifications associated with the District Work within fifteen (15) days of receipt.

- ii. The District shall reimburse the City for the City's costs for consultant support to incorporate the District plans, specifications, and estimate into the City's Contract Documents totaling a single, lump sum payment of Ten Thousand Dollars (\$10,000).
 - iii. The District shall utilize 100% import Crushed Surfacing Top Course (CSTC) as defined by the WSDOT Standard Specifications for all trench backfill as part of its bid schedule unless approval for a different material is provided by the City. No native materials excavated, as part of this project shall be utilized for trench backfill unless the City provides approval to use such native materials.
 - iv. The District's Work shall include installation of water-related appurtenances, trench backfill and a 1-inch temporary HMA trench patch for the pavement restoration. Permanent pavement restoration shall be designed and constructed by the City and compensated by the District as described in Section 4.A.d.
- b. Bid Process. The District shall participate in the bid process as follows:
- i. Accept or reject bids on bid items associated with the District Work. Those bid items include the items identified on a separate Bid Schedule for the District Work.
 - ii. Within ten (10) days of receiving the bid tabulation from the City, the District shall notify the City in writing that the District either agrees to proceed with the District Work as part of the Project, or the District chooses to complete the District Work on its own as part of a separate Project.
 - iii. To determine the lowest responsive, responsible bidder, the City will include all Bid Schedules unless the District rejects the bid for the District Work.

c. Construction. If the District elects to proceed with the District Work as part of the Project, the District shall reimburse the City for the City's actual costs for construction of the District Work based upon:

i. Contractor's bid prices for the District Work, the actual quantities of work installed, and the final actual costs of construction. The District engineer's estimate for the District Work, excluding sales tax, is approximately Four Hundred Seventy Five Thousand Dollars (**\$475,000**).

ii. All Washington State Sales tax associated with the District Work.

d. Right-of-Way Use Construction. The District shall reimburse the City for the surface restoration construction costs of the District Work within the right-of-way and impacts based upon:

i. The City Engineer's estimate of Right-of-Way Impacts and associated overlay restoration conditions that would be included within a City right-of-way permit if the District pursued the District Work independent of the Project. This amount has been estimated and negotiated by the Parties to be a single, lump sum payment of Eighty Nine Thousand Five Hundred Dollars (**\$89,500**) and includes all Work, Services, Labor, Materials, Equipment and Incidentals necessary to mitigate the Right-of-Way impacts to be deemed the responsibility of the District, specifically including Mobilization, Traffic Control, Planing Bituminous Pavement, 2" HMA Class ½" PG 64-22 for Half Street Overlay, and Striping & Pavement Marking Restoration.

ii. The City Engineer's estimate of Hot Mix Asphalt Pavement restoration that would be required as part of the District's waterline trenching work. This amount has been estimated and negotiated by the Parties to be a single, lump sum payment of One Hundred Thirty Thousand Six Hundred Dollars (**\$130,600**) and includes all Work, Services, Labor, Materials, Equipment and Incidentals necessary to perform hot mix asphalt pavement restoration deemed to be the responsibility of the District, specifically including Mobilization, Traffic Control, HMA Class ½" PG 64-22 for Trench Patch, two curb ramps, and Asphalt Saw Cutting. It has been determined that allowing the City to assume responsibility of all hot mix asphalt work on the Project, the Parties can benefit from economy of scale, reduced 'sacrificial' hot mix asphalt, and increased quality control of final product.

- iii. In consideration of the District's remission of Payments to the City for the Right-of-Way Impacts and the Hot Mix Asphalt Pavement restoration, the City agrees to accept the Payments referenced in Section 4.A.d.i and 4.A.d.ii in lieu of construction and fully satisfy the District's obligation to perform the pavement and surface restoration related to the District's Work. Following the City's receipt of the Payments, the City agrees to be responsible for the condition of the City right-of-way where the District's Work was performed, and to perform any further improvements as necessary to the right-of-way which the City would have required the District to perform as part of the Project. In an event in which there is documented failure of the District's facilities, trenching, or appurtenances that affect the right-of-way, the District will be responsible for all restoration costs.
- iv. Following the City's receipt of the Payments, the City agrees to indemnify, defend, and hold harmless the District and its officers, agents, employees, and volunteers from and against any and all damages, costs or expenses in law or equity that may any time arise out of or related to damages to property or personal injury by reason of the condition the City right-of-way following the District's completion of the Work.
- e. **Construction Management:** The District shall reimburse the City for the District's prorated share of the City's costs incurred for Project construction engineering and management.

The District's prorated share of engineering and construction management cost for the District Work has been estimated and negotiated by the Parties based on the engineer's estimate for the District Work to be a single, lump sum payment of Thirty Thousand Two Hundred Dollars (\$30,200).

- f. **Construction Engineering and Inspection:** The District shall provide its own construction engineering and inspection during construction of the District Work. The District inspector shall coordinate directly with the City's inspector during the Project construction. The District inspector will have the responsibility for inspection and approval of the District Work and that the contractor employed by the City will be directed to comply with the District's requirements by the City's inspector or designee in accordance with plans and specifications approved by the District. The District's inspector shall immediately notify the City's inspector, verbally and in writing, of any disapproval of said work and provide said notification to the City prior to progress

payment for said work to the Contractor. The District's inspector will provide copies of all daily field reports to the City's Construction Manager.

The District shall review and approve Requests for Approval of Materials ("RAM") for materials to be used proposed by the contractor for District bid item work as provided by the City. The District shall complete the review within five (5) business days of receiving any RAM from the contractor or the City.

- g. Construction Claims: If claim(s) are filed on the Project by the contractor that are directly related to the District Work ("Claim"), the District shall reimburse the City for the City's reasonable expenses incurred to respond to said Claim, including the City's outside costs for construction engineering and management, if any, and City administration support including legal representation.
- B. The District shall respond within five (5) business days to information requests submitted by the City or its agents regarding the District Work.
- C. Upon completion of the District Work to the District's satisfaction, the District shall provide written acceptance of the District Work to the City.
- D. The District may abandon the existing water main in place provided the water main is drained, filled with CDF to prevent collapse, and capped. Cost of handling and proper disposal of any AC water main disturbed by the District or the City shall be the District's responsibility.
- E. If the District decides to reject the bid for the District Work, then the District acknowledges that construction of the District Work may be processed under a separate contract by the District. The District acknowledges that the construction of the District Work under a separate contract could cause delay and/or increase the cost of the Project. If the District elects to proceed with the District Work, the District shall require its contractor to coordinate all District work within the Project work area with the City contractor and with any contractors or work crews from other utilities and to not unreasonably interfere with or delay the City contractor or the work by other utilities. If the District chooses to forgo a separate contract, the District acknowledges the City will not allow construction and replacement for a period defined in the City's franchise utility agreement from the date of acceptance of the City's project physical completion.
 - a. The District acknowledges the City's project design is dependent on

the inclusion of the District's project based on coordination and negotiations that have occurred during the Project design lifecycle. If the District decides to reject or remove its bid schedule as part of the bid process, the single payment of \$10,000 outlined in Section 4.A.a.ii will continue to be required to be paid by the District.

Section 5. Obligations of the City.

- A. The City shall incorporate the design of the District Work into the construction plans, specifications, and contract documents for the Project provided said plans, specifications and documents are prepared in similar format to the Project's contract documents. The District Work will be under a separate bid schedule in order to provide a clear identification of the bid item cost allocations between the District Work and the Project work.
- B. The City shall assume responsibility for constructing the District Work in accordance with the plans, specifications, and contract documents, including but not limited to securing all necessary consultants, contractors, and subcontractors. All construction contracts shall be procured through a formal competitive bidding process consistent with applicable State and/or Federal laws as may be applicable. The City shall have sole authority to award and manage the construction contract per the terms of this Agreement.
- C. The City shall periodically submit to the District written invoices for payment in accordance with Section 6. The City shall include copies of invoices or other documentation from consultants and/or contractors, clearly indicating the District's portion of the invoices.
- D. The City shall assume lead agency status and responsibility for applying for and obtaining any and all regulatory permits necessary to complete the Project including the District Work, including but not limited to right-of-way permits, NPDES permits, and SEPA approvals.
- E. The City shall provide District personnel access to the Project's construction area for purposes of inspecting, monitoring, approving or disapproving the progress of work performed on the District Work. The City shall notify a District representative of all construction meetings and shall allow the District's representative to participate in all construction meetings.
- F. The City shall respond promptly to information requests submitted by the District or its agents regarding the Project.
- G. The City shall require the contractor constructing the Project to have the District, its elected and appointed officers, agents and employees named as

an additional insured on all policies of insurance to be maintained by contractor(s) under the terms of any Commercial General Liability Insurance, Commercial Automobile Insurance, and Workers Compensation. The Contractor shall provide the City with either a certified copy of all policies with endorsements attached or a Certificate of Insurance with endorsements attached as are necessary to comply with the contract specifications. The City shall provide the District with copies of all such policies and documents upon receipt by the City.

The City shall require the contractor building the Project to indemnify, defend, and save harmless the District and its elected and appointed officers, agents, or employees from any claim, damage, action, liability of proceeding brought or filed against the District or its officers, agents or employees alleging damage or injury arising out of the contractor's participation in the Project. The Contractor shall also be required to waive the Contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, as to the District solely for the purposes of the indemnification.

The City shall require the contractor to be responsible for compliance with all applicable federal, state and local statutes, regulations and ordinances regarding safety.

- H. The City shall design and construct the pavement surface restoration in lieu of construction by the District as provided in this Agreement.

Section 6. Payment Schedule. The Parties agree to the following billing and payment schedule:

- A. For construction contract costs incurred by the City for the District Work on the Project, the City shall submit invoices to the District for the District's share of said expense for the District Work. Said invoices shall contain a reasonably detailed explanation of the methodology utilized by the City in determining the District's share of each expense. To the extent reasonably possible, the City shall document and tabulate separately the actual quantities of work installed to clearly identify the District's portion of the Project construction cost for the District Work. Final adjustment of prorated costs shall be delivered to the District within thirty (30) days of project close out.
- B. Within thirty (30) days of receiving any invoice pursuant to subsection 6.A, the District shall tender payment to the City in the form of a warrant payable to the City for the invoiced amount, except as to any disputed amounts.
- C. The cost incurred by the City for construction engineering and management, and construction costs incurred by the City for the District Work on the Project has been pre-determined and illustrated in Section 4 of this Agreement. The

District shall tender payment to the City in the form of a warrant payable to the City in an amount of **\$250,300** within thirty (30) days of execution of the Construction Contract with the Contractor. The District shall also tender payment to the City in the form of a check, money order, or other certified funds in an amount of **\$10,000** within fifteen (15) days of execution of this Agreement.

- D. If the Parties disagree regarding the District's share of any expense incurred by the City regarding the Project, the Parties may agree to submit the question for resolution in accordance with the mediation/arbitration clause contained herein.

Section 7. (reserved)

Section 8. Change Orders and Authorization of Cost Overruns:

- A. Change Orders. The District shall have the right to approve or reject change orders relating to the District Work. The City shall have the right to approve or reject change orders relating to the City's work. The Parties shall mutually accept or reject change orders relating to joint work. Any dispute between the Parties as to proportional payment for joint element change orders shall be resolved pursuant to the mediation/arbitration clause contained herein.
- B. Cost Overruns. The City is authorized on behalf of the District to negotiate and approve all unit price over-runs in bid quantities and change orders related to the installation of the District Work. The District also authorizes the expenditure by the City of a contingency of up to ten percent (10%) of the contractor's total price for the District's bid items for over-runs in bid quantities and change orders associated with the installation of the District Work. For any quantity overruns that cause the cost of the District's water line installation to exceed the authorized ten percent (10%) contingency amount, the City will notify the District in writing requesting a letter of concurrence allowing the City to exceed the ten percent (10%) contingency before proceeding with the work. The City's notice shall include an explanation of the changed conditions necessitating exceeding the previously approved contingency. A letter of concurrence shall be provided to the City within a reasonable time frame so as to not cause a Project delay. If there is a potential delay due to extra work or a change order, the City will indicate in this notification to the District along with a time for response required from the District. The City will include a progress schedule and any change orders for the District Work with the District's monthly invoice. In any event and even without a letter of concurrence from the District, the City is authorized to take any reasonable action and to expend any reasonable amount of money to assure that the District Work will not interfere or delay the

timely completion of the Project. Any disputes as to the reasonableness of the City's actions or expenditures for the water line installation and related work will be resolved as set forth in Section 12 below.

Section 9. Ownership and Disposition of Property. The District Work pursuant to this Agreement shall become and remain the exclusive property of the District upon completion. All other work constructed under the Project shall become and remain the exclusive property of the City upon completion. The City will forward and assign to the District any guarantee or warranty furnished as a normal trade practice in connection with the purchase of any equipment, materials, or items used in the construction of the Project. The City shall submit redline drawings to the District upon completion of the Project for District review and approval. The City's contractor shall warrant the workmanship and materials utilized in the District Work to be free from defects for a period of one (1) year from the date of final completion of the City's Project, provided the District shall retain any rights, claims or demands the District may have against the City's contractor relating to the District Work under applicable statutes of limitation.

Section 10. Administration; No Separate Entity Created. The City of Des Moines Public Works Director, or his/her designee, shall serve as the City's administrator of this Agreement. The District General Manager, or his/her designee, shall serve as the District's administrator of this Agreement. No separate legal entity is formed by this Agreement.

Section 11. Release, Indemnification and Hold Harmless Agreement. Each Party to this Agreement shall be responsible for its own negligent and/or wrongful acts or omissions, and those of its own agents, employees, representatives, contractors or subcontractors, to the fullest extent required by laws of the State of Washington. Each Party agrees to protect, indemnify and save the other Party harmless from and against any and all such liability for injury or damage to the other party or the other Party's property, and also from and against all claims, demands, and causes of action of every kind and character to the extent arising directly or indirectly, or in any way incident to, in connection with, or arising out of work performed under the terms hereof, caused by its own fault or that of its agents, employees, representatives, contractors or subcontractors.

The City specifically promises to indemnify the District against claims or suits brought under Title 51 RCW by its own employees, contractors, or subcontractors, and waives any immunity that the City may have under that title with respect to, but only to, the limited extent necessary to indemnify the District. The City shall also indemnify and hold the District harmless from any wage, overtime or benefit claim of any City employee, agent, representative, contractor, or subcontractor performing services under this Agreement. The City further agrees to fully indemnify the District from and against any and all costs of defending any such claim or demand to the end

that the District is held harmless therefrom.

The District specifically promises to indemnify the City against claims or suits brought under Title 51 RCW by its own employees, contractors, or subcontractors, and waives any immunity that the District may have under that title with respect to, but only to, the limited extent necessary to indemnify the City. The District shall also indemnify and hold the City harmless from any wage, overtime or benefit claim of any District employee, agent, representative, contractor, or subcontractor performing services under this Agreement. The District further agrees to fully indemnify the City from and against any and all costs of defending any such claim or demand to the end that the City is held harmless therefrom.

Section 12. Mediation/Arbitration Clause: If a dispute arises from or relates to this Agreement or the alleged breach thereof and if the dispute cannot be resolved through direct discussions between the Parties, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation before a mutually agreed alternative dispute resolution entity or by mediation administered under the American Arbitration Association's Commercial or Construction Rules before resorting to arbitration. The mediator may be selected by agreement of the Parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through binding arbitration which shall be conducted under mutually agreed rules, or under the American Arbitration Association's Commercial or Construction Arbitration Rules. The arbitrator may be selected by agreement of the Parties or through appointment pursuant to the rules of the American Arbitration Association.

All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

Section 13. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in King County Superior Court - Kent.

Section 14. No Employment Relationship Created. The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between the District and any employee, agent, representative or contractor of the City, or between the City and any employee, agent, representative or contractor of the District.

Section 15. No Third Party Rights. This Agreement is intended for the sole and exclusive benefit of the parties hereto and no third party rights are created by this Agreement.

Section 16. Notices. Notices to the City shall be sent to the following address:

**City of Des Moines
Transportation & Engineering Services Manager
216560 11th Avenue South
Des Moines, WA 98198**

Notices to the District shall be sent to the following address:

**Highline Water District
General Manager
23828 30th Avenue South
Kent, WA 98032**

Section 17. Interlocal Cooperation. Pursuant to RCW 39.34.040, this Agreement shall be filed with the King County Auditor upon full execution or listed by subject on the City's and District's respective web sites.

Section 18. Integration/Entire Agreement. This document constitutes the entire embodiment of the Agreement between the Parties, and, unless modified in writing by an amendment to this Agreement signed by the Parties, shall be implemented as described above. This Agreement supersedes any oral representations that are inconsistent with or modify its terms and conditions.

Section 19. Non-Waiver. Waiver by any Party or any of the provisions contained within this Agreement, including but not limited to any performance deadline, shall not be construed as a waiver of any other provisions.

Section 20. Amendment. This Agreement may be amended only upon consent of the Parties. Any amendment hereto shall be in writing and shall be ratified and executed by the Parties in the same manner in which it was originally adopted.

Section 21. Severability. If any provisions of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.

Section 22. Counterparts. This Agreement shall be effective whether signed by all Parties on the same document or whether signed in counterparts.

Reviewed and approved as authorized by motion of the City of Des Moines City Council on the ____ day of _____, _____.

CITY OF DES MOINES

By: _____
Michael Matthias, City Manager

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Des Moines City Attorney

Reviewed and approved as authorized by Resolution No. _____ of the Highline Water District Board of Commissioners on the ____ day of _____, _____.

By: _____
Matt Everett, General Manager

Date: _____

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Confirmation of City Manager's Re-
appointment of Lisa Leone to the Municipal Court
Judge Position

ATTACHMENTS:

FOR AGENDA OF: January 11, 2018

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: December 19, 2017

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal 
- ☐ Finance
- ☐ Courts
- ☐ Police

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to seek City Council confirmation of the City Manager's re-appointment of Lisa Leone to the Municipal Court Judge position.

Suggested Motion

Motion: "I move to confirm the City Manager's re-appointment of Lisa Leone to the Municipal Court Judge position effective January 1, 2018 through December 31, 2021."

Background

Judge Leone was appointed by the City Council to fill former Judge Alicea-Galvan's unexpired term from May 11, 2015 through December 31, 2017.

Discussion

Judge Leone has completed the term vacated by Judge Alicea-Galvan and is capable and willing to accept the 4-year re-appointment, with an expiration date of December 31, 2021. Judge Leone will continue to have all of the duties, responsibilities, and authorities of Municipal Court Judge.

The Judge shall arrange her schedule so her time, together with Pro Tem Judge hours, will not exceed 32 hours per week.

Financial Impact

None. Funds are budgeted for this position.

Recommendation

The City manager recommends confirmation of this appointment.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Public Hearing: Surplus Property –
Vehicles and Equipment

ATTACHMENTS:

1. Draft Resolution No. 17-156
2. Public Hearing Notice 12/20/17

FOR AGENDA OF: January 11, 2018

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: January 3, 2018

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DSB

- ☒ Legal 46
- ☒ Finance 49
- ☐ Courts _____
- ☐ Police _____

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

Purpose and Recommendation

The purpose of this agenda item is to seek Council authorization to surplus two City vehicles from the Surface Water Department. Consistent with the adopted 2018 Budget, the Public Works Department recommends that the vehicles and equipment identified in Exhibit A of Attachment 1 be declared surplus and thereby disposed.

Suggested Motion

Motion: “I move to adopt Draft Resolution No. 17-156 declaring certain Surface Water Management vehicles and equipment identified in Attachment 1 as surplus and authorize disposal of said surplus vehicles and equipment by sale, auction, or trade-in as provided in DMMC 3.108.060.”

Background

The adopted 2018 Budget includes the replacement of 2 two Surface Water Department vehicles: a Ford F-450 Service Body Truck (P-242), and a Freightliner 5-yard Dump Truck (P-236). The City Council authorized purchase of two replacement vehicles on December 7th 2017. In accordance with state law and City Code, the sale or disposition of real or personal property or equipment originally acquired for public utility purposes requires a public hearing. A public hearing notice (Attachment 2) was published by the Seattle Times on December 20, 2017.

Discussion

Pursuant to DMMC 3.108.060, any equipment originally acquired for public utility purposes that becomes surplus to the City's needs and is not required for providing continued public utility service shall be surplus and sold, leased, or conveyed by Council resolution after a public hearing. Draft Resolution No. 17-156 identifies the fair market value of the two SWM vehicles that are to be surplus.

As the new Surface Water vehicles are put into service, P-242 and P-236 will become available for surplus. Staff anticipates the surplus of these vehicles will be around May of 2018. Proceeds from the surplus sale of these vehicles will be deposited into the City's vehicle replacement fund. All vehicles in the City's fleet require maintenance, keeping additional older vehicles adds increased maintenance and insurance costs. Staff will sometimes reallocate vehicles after they have served their primary function. Staff is not recommending these vehicles be repurposed, but rather sold at auction, keeping an efficient number of vehicles in the current fleet.

Alternatives

None

Financial Impact

The adopted 2018 Budget includes sufficient funds to purchase new replacement vehicles and set them up for fleet service, provided that the vehicles identified in Exhibit A to Draft Resolution No. 17-156 are surplus. Proceeds from the surplus sale of these vehicles will be deposited into the City's vehicle replacement fund.

Recommendation

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

CITY ATTORNEY'S FIRST DRAFT 11/29/17**DRAFT RESOLUTION NO. 17-156**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, declaring certain City Surface Water Management (SWM) vehicles and equipment surplus, and authorizing disposal of surplus vehicles and equipment by sale, auction, or trade-in.

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

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

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

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

WHEREAS, DMMC 3.108.060 provides that the City shall determine that equipment originally acquired by public utility purposes is surplus to the City's need and is not required for providing continued public utility service and then by resolution and after a public hearing may cause such equipment to be sold, leased, or conveyed, and

WHEREAS, the matter of surplus of SWM vehicles and equipment was set for a public hearing before the City Council on Thursday, January 11, 2018 at 7:00 p.m., or as soon thereafter as the matter may be heard, and all persons wishing to be heard were heard; now therefore;

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

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

Resolution No. _____
 Page 2 of 2

Sec. 2. The City Manager, or the City Manager's designee, is authorized to dispose of the items identified by Exhibit "A" by sale, lease, or conveyance.

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

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

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

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of _____, 2018 and signed in authentication thereof this ____ day of _____, 2018.

 M A Y O R

APPROVED AS TO FORM:

 City Attorney

ATTEST:

 City Clerk

EXHIBIT "A"
Resolution No. 17-156

Number	Description	Approximate Value
P-242	2007 White Ford F-450 Service Body Truck License# 43238D Vin# 1FDXX46Y67EA26268	\$5,000
P-236	1995 Orange Freightliner 5-yard Dump Truck License# 18222D Vin# 1FV6HLBA5SL754270	\$15,000

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Notice is hereby given that the Des Moines City Council will conduct a Public Hearing on Thursday, January 11, 2018, at 7:00 p.m. or as soon thereafter as the matter may be heard in Council Chambers, 21630 11th Avenue S, Suite B, Des Moines WA 98198. The purpose of this Public Hearing is to consider the surplus of vehicles and equipment.

The City of Des Moines provides special accommodations such as hearing devices, wheelchair space and large print material for City meetings. Anyone needing special assistance should contact the City Clerk at 206-870-6519.

Bonnie Wilkins
City Clerk

Published: Seattle Times December 20, 2017

Posted: City Hall
Library – Des Moines & Woodmont
Marina
Redondo Boat Launch

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: South 216th Street – Segment 3, KPG
Engineering Task Assignment, Right of Way
Acquisition Services

ATTACHMENTS:

1. 2018-2019 On-Call Formal Task
Supplement Document, Task Number
2018-01; Task Order 1, KPG Inc.
2. 2018-2019 On-Call General Civil
Engineering Services Agreement, KPG,
Inc.
3. 2018 CIP Budget
4. Right of Way Plan Sheets

FOR AGENDA OF: January 11, 2018

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: January 4, 2018

CLEARANCES:

- ☐ Community Development _____
- ☐ Marina N/A
- ☐ Parks, Recreation & Senior Services N/A
- ☒ Public Works RBC

CHIEF OPERATIONS OFFICER: DJB

- ☒ Legal JB
- ☒ Finance CP
- ☐ Courts N/A
- ☐ Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval of the Right of Way Plan for the Segment 3 Improvement Project between 11th Ave S and 20th Ave S and also to seek approval of the 2018-2019 On-Call Task Assignment 2018-01, Task #1 with KPG Inc., (Attachment 1) to provide the necessary right of way acquisition services. The following motions are recommended for consideration by the Des Moines City Council:

Suggested Motions

Motion #1: “I move to approve the Right of Way Plan for South 216th Street – Segment 3 Improvements between 11th Avenue South to 20th Avenue South as described and further authorize the Public Works Director to sign and make minor modifications to the Plan as necessary to finalize design and support construction of the project improvements.”

Motion #2: “I move to approve 2018-2019 On-Call General Civil Engineering Services Agreement; Formal Task Supplement Document, Task Number 2018-01; Task Order 1, with KPG Inc. in the amount of \$78,157.58 to provide right of way acquisition services for South 216th Street – Segment 3 Improvements as described between 11th Avenue South to 20th Avenue South and further authorize the City Manager to sign said Task Order substantially in the form as submitted.”

Background

The City Council approved a design agreement for roadway widening and improvement of S 216th Street – Segment 3, 11th Ave S to 20th Ave S, on January 5, 2017 under the 2016-2017 On-Call General Civil Engineering Services Contract with KPG Inc. The project is an element of the City of Des Moines Comprehensive Plan and an adopted element of the Capital Improvement Program.

This Task Order (Attachment 1) is being recommended pursuant to the 2018-2019 KPG On-Call General Civil Engineering Services Agreement approved by the City Council on December 14, 2017 (Attachment 2).

Discussion

Consultant services are needed to assist the City in the acquisition of right of way (ROW) for this project. KPG, Inc. was awarded a design phase contract for S. 216th Street Segment 3, including a design task supplement for the 11th Avenue S intersection drainage repair project totaling \$573,009.62. The cost for ROW support services is estimated at \$78,157.58. Total costs for acquisition services, including land and easements, is estimated at \$130,000 as noted in the adopted 2018 CIP (Attachment 3).

Design of this project is 85% complete and is expected to be prepared for bid following right of way acquisition and certification in 2018. Design, right of way, construction and construction inspection is funded, in part, by a grant from the Washington State Transportation Improvement Board (TIB).

The S. 216th Street Segment 3 Design Report, December 8, 2017, including technical appendices, is complete and the project is ready to advance to right of way acquisition phase. The proposed Right of Way Plan is shown in Attachment 4. Most of the right of way activities involve acquisition of utility, slope, and sidewalk easements. It is anticipated that all acquisitions will be under \$25,000 and be subject to administrative offers followed for City Council acceptance.

Community awareness and involvement in the project has been extensive. All adjoining owners have been contacted regarding the project scope and timeline. Early in the design phase, staff held an open public house on June 7, 2017 to discuss details of the project. A SEPA Declaration of Non Significance was mailed to residents and property owners within 300’ of the project on November 8, 2017 asking for comments. No comments or appeals were received.

Proposed construction licenses were mailed to each owner adjoining the project on November 27, 2017, including an individual sketch of each property impacted, asking for approval to enter their property and match project improvements. The City hosted a drop in session on December 11, 2017 in the City Council Chambers and several owners came in to discuss the improvements and possible minor design modifications to address individual concerns. Where it is not possible to construct improvements within the right of way, construction easements will be secured from individual properties.

Numerous individual property owner meetings have also been held on site to discuss the design. It is significant to note that Wesley Homes Board of Directors have authorized donation of easements along their frontage.

Overhead communications and electrical connections along the corridor will be undergrounded as part of the project. Undergrounding of secondary electrical connections to a handful of abutting homes will be necessary. Similar to other segments of the Transportation Gateway Project, staff is including undergrounding of these secondary connection expenses in the project scope as part of the construction contract in order to minimize the potential contract delay, claims, and costs. Costs for secondary connections will be negotiated as part of construction licenses and/or easements for the project.

The sub-consultant, RES Group NW, provided a project funding estimate for this project and is a qualified right of way agent. Sonja Davis, staff from RES Group NW, successfully assisted the City on the other segments of the Transportation Gateway Project and is familiar with the City's processes. The consultant will follow the City's adopted right of way acquisition procedures.

Alternatives

None

Financial Impact

The City's CIP Budget Worksheet includes revenues to achieve full project funding and fund consultant services (Attachment 3).

Recommendation

Staff recommends adoption of the motions.

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Formal Task Supplement Document

Task Number 2018-01

Task Order #1

The general provisions and clauses of Agreement 2018-2019 On-Call General Civil Engineering Services shall be in full force and effect for this supplement to the prime contract.

Location of the Project: South 216th 11th Ave to 20th Ave S

Task Order Title: 216th Gateway Segment 3 – ROW Acquisition Services

Maximum Amount Payable per Task Order #1: \$78,157.58

Completion Date: December 31, 2018

Description of Work:

The initial scope and budget for the South 216th Street Gateway Segment 3 included design and right-of-way services up to creation of the Preliminary Funding Estimate. This Task order covers the anticipated effort required to provide right-of-way acquisition services.

Attachment:

- Exhibit A1 – Prime Scope of Work
- Exhibit A2 – RESGNW (Subconsultant Scope and Fee)
- Exhibit B – Hour and Fee Estimate

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

Agency Project Manager Signature: _____ Date _____

Oral Authorization Date: _____

Consultant Signature:  _____ Date 12/20/2017

Agency Approving Authority: _____ Date _____

EXHIBIT A1

**City of Des Moines
Transportation Gateway Project
Segment 3**

Right-of-Way Acquisition Services

**KPG
Scope of Work
December 15, 2017**

Purpose

The Transportation Gateway Project Segment 3 includes the widening of South 216th Street from 11th Ave. South to 300' south of 20th Ave South. Utility easements, temporary construction permits, and right-of-way will be required to complete the roadway widening and overhead to underground utility conversion. This scope of work includes services required to complete the right-of-way acquisition. KPG will retain the services of RES Group Northwest (RESGNW) to provide acquisition services as described on the attached RESGNW Scope of Work for nine (9) parcels requiring utility easements and/or right-of-way. KPG will assist the City in obtaining all other Temporary Construction Licenses required for construction of the project.

Task 1 - Management/Coordination/Administration

Effort under this task includes that required to coordinate and administer the right-of-way (ROW) acquisition.

- 1.1 Provide project management administrative services including:
 - ◆ Project set-up and execution of subconsultant agreement
 - ◆ Preparation of monthly progress reports and invoices
- 1.2 Provide overall project management including:
 - ◆ Project staff management and coordination
 - ◆ Subconsultant management and coordination
 - ◆ Budget monitoring

Task 2 - Right-of-Way Negotiation/Acquisitions

- 2.1 Legal descriptions and easement/ROW figures - Prepare up to thirteen (13) survey legal descriptions and figures to be attached to easements and recorded by the City.
- 2.2 ROW negotiations exhibits – Prepare twenty-one (21) exhibits showing easement locations

and impacts to each parcel and revise based on property owner meetings.

- 2.3 KPG property negotiations/meetings – KPG will take the lead on and meet with nine (9) property owners with the goal of obtaining Temporary Construction Licenses and/or easements. The City will take lead on seven (7) with support from KPG.
- 2.4 ROW Parcel Tracking Spreadsheet – KPG will prepare and update a spreadsheet that will be used to track the progress of the Acquisition process.
- 2.5 KPG will prepare for and attend one open house.

Deliverables

- ◆ 13 Legal Descriptions and Figures
- ◆ 21 Negotiation Exhibits
- ◆ ROW Tracking Spreadsheet
- ◆ Roll plot for open house

Assumptions:

- ◆ Supported by RESGNW, the City will take lead on and provide title review and clearance/closing services if required, with the exception of one parcel that requires right-of-way which RESGNW will provide title review and closing.
- ◆ KPG will incorporate right-of-way commitments into the plans and/or prepare construction memorandum to be attached by reference to construction licenses and easements for inclusion by reference in the construction specifications.



Exhibit A-2

November 29, 2017

**SCOPE OF WORK AND COST ESTIMATE:
KPG Inc. City of Des Moines South 216th Street Seg. 3**

PROJECT OVERVIEW AND SCOPE OF WORK

KPG Inc. is the PRIME consultant with RES Group Northwest (RESGNW) serving as a sub-consultant on the project for the City of Des Moines, S. 216th Street Segment 3 Project. The South 216th Street Segment 3 is the final phase of the City of Des Moines Transportation Gateway Project, this final segment will complete a multimodal gateway for the City, linking Pacific Highway S. to Marine View Drive. The project will impact 8 properties, zoned single family and multi-family in TCE, wall and/or utility easements and 1 parcel with fee acquisition.

The project is currently funded with local and Washington State Transportation Board funds. Federal funds are not currently involved in the project. To ensure the City's ability to use blended funds in the future if this project segment were to become part of a larger project involving public funds, the PFE format will follow WSDOT Right of Way Manual.

Acquisition Services

RIGHT-OF-WAY DOCUMENTATION, NEGOTIATIONS AND CLOSING

RESGNW will assist the City in developing all right-of-way documents/offer letters in accordance with the City's right-of-way procedures manual for acquisition of impacted properties. RESGNW will draft the acquisition documents using City approved forms or QC any forms that are created directly by City staff for pre-acquisition review, before any offers are made to property owners.

RESGNW agents will act in good faith at all times and never coerce owners in an attempt to settle the parcels. All negotiations will start with an in-person presentation of all offers when feasible. We will identify property owner issues, concerns and differences early on and document that information in the individual parcel negotiation diaries. RESGNW will work with City staff throughout the negotiation process with the property owner until settlement is reached on each parcel.

TITLE REVIEW, CLEARING AND CLOSING

RESGNW will review Prime or Agency supplied title report on one fee acquisition parcel and provide Title Review Memo identifying all potential encumbrances to project team members. RESGNW will clear necessary encumbrances prior to closing, if feasible. RESGNW will assist in facilitating in-house closing on low impact parcel or manage closing through escrow should those services become necessary. It is agreed for this agreement there will be one Title review and clearing.

Cost Estimate

Payment to RESGNW for its professional services is not dependent upon outcome, the amount or terms of any agreement reached for the property, or on any contractual arrangement between the City and any third party. This cost estimate is based on a negotiated limited scope of work and at any point this scope of work should there be changes or additional parcels are added RESGNW will submit a amended scope of work.



Acquisition and Relocation Services

The City agrees to compensate RESGNW for actual professional services rendered as follows:
 Our fees for services are calculated based upon the applicable fully burdened hourly rates for those professional who perform the work-at-hand. The billing rate is \$109.00 per hour for all tasks performed under this agreement. In addition, necessary travel time and mileage will be billed at the current year's IRS standard mileage reimbursement rate.

NEGOTIATIONS & PROJECT MANAGEMENT

Senior Acquisition Agents: R/W Acquisitions 25 hours per parcel x 9	225 hours @ \$109 per hour = \$24,525
Project Management & On call advisory Services	75 hours @ \$109 per hour = \$8,175

TITLE REVIEW AND CLEARANCE / CLOSING

Senior Acquisition Agents: 8 hours per parcel x 1	8 hours @ \$109 per hour = \$ 872
ODC: Estimated Mileage Reimbursement	\$ 350
TOTAL ESTIMATED COST:	\$33,922

KPG Inc.

RES GROUP NW

Project: City of Des Moines
 Task Assignment 2018-01
 S 216th Street Segment 3 - ROW Task Order 1



Task	Description	Labor Hour Estimate								Total Fee
		Engineer Principal	*Senior Engineer	*Project Engineer	*Design Engineer	*CADD Technician	Surveyor	*Senior Admin	*Office Admin	Fee
		\$ 198.33	\$ 161.37	\$ 128.86	\$ 105.55	\$ 96.55	\$ 126.08	\$ 110.00	\$ 83.52	
Task1 - Management/coordination/administration										
1.1	Project administration	4	0	0	0	0	0	0	4	\$ 1,127.40
1.2	Task management and coordination	8	0	0	0	0	0	0	0	\$ 1,586.64
		0	0	0	0	0	0	0	0	\$ -
		0	0	0	0	0	0	0	0	\$ -
	Reimbursable expenses - see breakdown for details									\$ 50.00
	Task Totals	12	0	0	0	0	0	0	4	\$ 2,764.04
Task 2 - Right-of-Way Negotiation/Acquisitions										
2.1	Legal Description and Figures (13)	0	0	52	0	52	0	0	0	\$ 11,721.32
2.2	ROW Exhibits one for each parcel Create/ Revise /Update (21)	0	0	0	168	0	0	0	0	\$ 17,732.40
2.3	KPG lead property Negotiations/Meetings (9)	36	0	0	0	0	0	0	1	\$ 7,223.40
2.4	ROW Parcel tracking sheet Create/revise/update	2	0	8	0	0	0	0	4	\$ 1,761.62
2.5	ROW open house Attend and Prep	4	0	8	0	12	0	0	0	\$ 2,982.80
										\$ -
	Reimbursable expenses - see breakdown for details									\$ 33,972.00
	Task Totals	42	0	68	168	64	0	0	5	\$ 75,393.54

Total Estimated Fee: \$ 78,157.58

HOUR AND FEE ESTIMATE

EXHIBIT B

Project: City of Des Moines
Task Assignment 2018-01
S 216th Street Segment 3 - ROW Task Order 1



Reimbursable Breakdown	Cost	
Task 1 - Management/coordination/administration		
Mileage	\$	50.00
Reproduction		
Task 1 - Total	\$	50.00
Task 2 - Right-of-Way Negotiation/Acquisitions		
Mileage	\$	50.00
Reproduction		
RES Group Northwest (see Exhibit A.2 for cost breakdown)	\$	33,922.00
Task 2 - Total	\$	33,972.00
Total Reimbursable Costs: \$		34,022.00

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Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): KPG, P.S.		
Address 3131 Elliott Ave., Suite 400 Seattle WA 98121	Federal Aid Number	
UBI Number 601-248-468	Federal TIN or SSN Number 91-1477622	
Execution Date 12/14/17	Completion Date 12/31/2019	
1099 Form Required ☐ Yes ☒ No	Federal Participation ☐ Yes ☒ No	
Project Title		
Description of Work See Exhibit A		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable: \$1,000,000

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation/SBE Plan
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the ~~CITY OF DES MOINES~~ hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Andrew Merges, P.E., Executive MPA
 Agency: City of Des Moines
 Address: 21650 11th Ave S
 City: Des Moines State: WA Zip: 98198
 Email: AMerges@desmoineswa.gov
 Phone: 206.870.6543
 Facsimile: 206.870.6593

If to CONSULTANT:

Name: Nelson Davis, P.E.
 Agency: KPG, P.S.
 Address: 3131 Elliott Ave, Suite 400
 City: Seattle State: WA Zip: 98121
 Email: nelson@kpg.com
 Phone: 206.286.1640
 Facsimile: N/A

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

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V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. **Fixed Fee:** The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. **Management Reserve Fund (MRF):** The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. **Monthly Progress Payments:** The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Andrew Merges, P.E., Executive MPA
 Agency: City of Des Moines
 Address: 21650 11th Ave S
 City: Des Moines State: WA Zip: 98198
 Email: AMerges@desmoineswa.gov
 Phone: 206.870.6543
 Facsimile: 206.870.6596

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

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XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Agreement Number:

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

Agreement Number:

tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.


Signature

11-13-17
Date


Signature

12/14/17
Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A Scope of Work

Project No.

See Exhibit A-1 & Exhibit A-2

Agreement Number:

79

Exhibit "A-1"
Scope of Work
2018-2019 On-Call General Civil Engineering Services

GENERAL

The City of Des Moines (City) has selected KPG, P.S. (Consultant) to provide on-call General Civil Engineering Services for various City projects and tasks. KPG, P.S. agrees to perform on-call General Civil Engineering Services, and will be available on an as-needed called upon basis from January 1st, 2018 through December 31st, 2019. KPG, P.S. will serve as a partner to the City in order to expand the capability of City staff.

The time for completion of all work under this Agreement shall be no later than December 31st, 2019, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31st, 2020. No new work shall be authorized after December 31st, 2019 unless this Agreement is amended by the City to extend these termination dates.

The Consultant is expected to respond on short notice to requests from the City that are deemed to be an emergency and require urgent work orders to be resolved immediately. The Consultant should be capable of performing urgent task order assignments while working on several other task orders simultaneously.

Any services provided under this Agreement shall be performed pursuant to individual and specific task orders issued to the Consultant by the City. Each task order will have a specific scope of work, budget, and schedule. Work on scoping and/or preparation of the individual task order agreements are not reimbursable. Individual task order budgets will be based on the cost plus a fixed fee method described in Exhibit D and E, as determined by the City. Direct Salary costs for each job classification will be within the ranges shown in Exhibit D and E for the life of this Agreement. Overhead calculations are included in Exhibits D and E, based on the current WSDOT audit. Overhead rates are subject to change based on the annual audit by WSDOT, subject to approval by the City. The amount for each task order assignment will be the maximum amount payable for that assignment unless modified in writing by the City.

PROJECT DESCRIPTION

Task assignments may include but are not limited to the following types of work/services:

- Civil Engineering: roadway and pavement design, drainage and surface water studies and design, and utilities – planning, preliminary and final design, and estimates (PS&E).
- Structural Engineering: bridge, retaining walls, seismic upgrades, building, marine and waterfront facilities – planning, preliminary and final design, and estimates (PS&E).

- Traffic Engineering and Transportation Planning: safety studies, corridor analysis, comprehensive plans, traffic impact fee programs, and traffic signal design, street lighting design, channelization plans - planning, preliminary and final design, and estimates (PS&E).
- Geotechnical Engineering.
- Environmental analysis, evaluation, documentation, and permitting.
- Surveying.
- Landscape Architecture and Urban Design.
- Architecture.
- Historical Preservation.
- Plan review, studies and reports, development review.
- Grant preparation, value engineering (VE), and obtaining project permits.
- Construction Management and Inspections.
- Other related work as requested by the City.

TASK ORDER PROCESS

Task orders made by the City shall be issued in writing by a Task Order Assignment Document, provided. In response to a Task Order Assignment Document, the Consultant shall prepare a detailed Scope of Work, professional service budget, project schedule, and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule which shall be included in the scope of work. The City's Project Manager will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Task Order Assignment Document is signed by the Consultant and the City and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less than 24 hour) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Order Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Order Assignment Document is issued by the City, whether formal or informal, the consultants designated project manager will meet with the City personnel to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear communication and establish accountability. When forming a project team the consultant will:

- Be as accurate as possible when identifying key staff that will be assigned project work.
- Achieve concurrence in staffing assignments from the appropriate discipline team leaders and principle in charge.
- Identify appropriate sub-consultants and similarly obtain Principal in Charge concurrence.

CONTRACT VALUE

The City estimates that the potential value of the contract will not exceed \$1,000,000. The City is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the Consultant under this Agreement. At any time during the funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City reserves the right to add and or delete Task Assignments to meet other priorities.

Formal Task Assignment Document

Task Number _____

The general provisions and clauses of Agreement _____ shall be in full force and effect for this Task Assignment

Location of Project: _____

Project Title: _____

Maximum Amount Payable Per Task Assignment: _____

Completion Date: _____

Description of Work:
(Note attachments and give brief description)

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

To be determined on a case by case basis for each task assignment

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

AutoCAD Civil 3-D - KPG Standards

B. Roadway Design Files

AutoCAD Civil 3-D - KPG Standards

C. Computer Aided Drafting Files

AutoCAD Civil 3-D - KPG Standards

D. Specify the Agency's Right to Review Product with the Consultant

To be identified with task assignments

E. Specify the Electronic Deliverables to Be Provided to the Agency

To be identified with task assignments

F. Specify What Agency Furnished Services and Information Is to Be Provided

To be identified with task assignments

II. Any Other Electronic Files to Be Provided

To be identified with task assignments

III. Methods to Electronically Exchange Data

Via e-mail, FTP site, CD, or DVD

A. Agency Software Suite

Microsoft Office, AutoCAD, Civil3D

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, Zip Files, Microsoft Office, AutoCAD

Exhibit D

Prime Consultant Cost Computations

See Attached Exhibit D - Consultant Fee Determination



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

April 10, 2017

KPG, Inc.
3131 Elliott Avenue, Suite 400
Seattle, WA 98121

Subject: Acceptance FYE 2016 ICR – Risk Assessment Review

Dear Ms. Susan Rowe:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2016 ICR of 138.02%. This rate is applicable to Washington Local Agency Contracts only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

 Jonson, Erik
cosign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Certification of Final Indirect Costs

Firm Name: KPG, Inc.

Indirect Cost Rate Proposal: 138.02%

Date of Proposal Preparation (mm/dd/yyyy): 03/17/2017

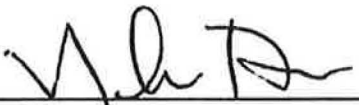
Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2016 to 12/31/16

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: 

Name of Certifying Official* (Print): Nelson Davis

Title: President

Date of Certification (mm/dd/yyyy): 03/17/2017

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
<http://www.fhwa.dot.gov/legregs/directives/orders/44701a.htm>

EXHIBIT D
Consultant Fee Determination

KPG, P.S.
GENERAL ENGINEERING SERVICES RATES (2018 - 2019)

Job Classification	*Average Direct Salary Cost (DSC)	Overhead (138.02% of DSC)	Fee (30% of DSC)	Hourly Rate
Engineer - Principal	\$74.00	\$102.13	\$22.20	\$198.33
Engineer - Manager	\$63.99	\$88.32	\$19.20	\$171.51
Engineer - Senior	\$60.21	\$83.10	\$18.06	\$161.37
Engineer - Project	\$48.08	\$66.36	\$14.42	\$128.86
Engineer - Design	\$39.38	\$54.35	\$11.81	\$105.55
Engineer - Technician	\$36.15	\$49.89	\$10.85	\$96.89
Architect - Principal	\$70.20	\$96.89	\$21.06	\$188.15
Architect - Senior	\$52.00	\$71.77	\$15.60	\$139.37
Architect - Project	\$38.46	\$53.08	\$11.54	\$103.08
Architect - Technician	\$31.16	\$43.01	\$9.35	\$83.52
Landscape Architect - Senior	\$54.52	\$75.25	\$16.36	\$146.12
Landscape Architect - Project	\$40.50	\$55.90	\$12.15	\$108.55
Landscape Architect - Technician	\$31.16	\$43.01	\$9.35	\$83.52
Survey - Manager	\$72.29	\$99.77	\$21.69	\$193.75
Surveyor	\$47.04	\$64.92	\$14.11	\$126.08
Survey - Technician	\$36.15	\$49.89	\$10.85	\$96.89
Survey Crew	\$61.93	\$85.48	\$18.58	\$165.98
Planner - Traffic	\$46.80	\$64.59	\$14.04	\$125.43
CADD Technician	\$36.06	\$49.77	\$10.82	\$96.65
Construction - Manager	\$55.00	\$75.91	\$16.50	\$147.41
Construction - Engineer	\$51.50	\$71.08	\$15.45	\$138.03
Construction - Observer	\$43.04	\$59.40	\$12.91	\$115.36
Construction - Document Control	\$41.04	\$56.64	\$12.31	\$110.00
Construction - Administration	\$38.46	\$53.08	\$11.54	\$103.08
Senior Administration	\$41.04	\$56.64	\$12.31	\$110.00
Office - Administration	\$31.16	\$43.01	\$9.35	\$83.52

* Rates shown will be used for budgeting purposes. Actual billings to be based on actual direct salary cost of employee.

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

KPG will utilize the following subconsultants, as-needed, based on the task assignment:

HWA GeoSciences, Inc.

Environmental Science Association

Bright Engineering, Inc.

RES Group NW, LLC

GeoDesign, Inc.



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 13, 2017

HWA GeoSciences Inc.
21312 30th Drive SE, Suite 110
Bothell, WA 98021

Subject: Acceptance FYE 2016 ICR – Risk Assessment Review

Dear Vasiliy Babko:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2016 ICR of 197.81%. This rate is applicable to Washington Local Agency Contracts only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

Jonson, Erik

cosign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

HWA GEOSCIENCES, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
FOR THE YEAR ENDED DECEMBER 31, 2016

Description	Financial Stmt Expense	Unallowable Costs	FAR Ref	Total Proposed	% of Direct Labor
Direct Labor	<u>\$ 936,360</u>	<u>\$ -</u>		<u>\$ 936,360</u>	
INDIRECT COSTS					
Fringe Benefits:					
Personal paid leave	\$ 173,944	\$ -		\$ 173,944	
Incentive compensation	200	-		200	
401(k) plan	40,633	-		40,633	
Employee group insurance	162,311	-		162,311	
Payroll taxes	135,207	(4,506)	(1)	130,701	
Workers compensation	5,595	2,356	(2)	7,951	
Other employee benefits	5,150	-		5,150	
Total Fringe Benefits	<u>\$ 523,040</u>	<u>\$ (2,150)</u>		<u>\$ 520,890</u>	55.63%
General Overhead:					
Indirect labor	\$ 599,190	\$ (58,898)	(3)(4)	\$ 540,292	
Automobile	12,490	-		12,490	
Bad debt	(758)	758	(5)	-	
Bank charges and processing fees	2,401	-		2,401	
Bid and proposals	48,914	-		48,914	
Business development	56,694	(52,931)	(3)(6)	3,763	
Contributions	817	(817)	(7)	-	
Depreciation and amortization	33,666	-		33,666	
Dues and professional licenses	6,727	-		6,727	
Insurance	95,903	-		95,903	
Interest expense	1,596	(1,596)	(8)	-	
Meals expense	8,199	(1,039)	(9)(10)	7,160	
Office supplies and postage	31,569	-		31,569	
Professional services	48,429	-		48,429	
Recruitment expense	40,080	-		40,080	
Rent and utilities	264,125	-		264,125	
Repairs and maintenance	10,560	-		10,560	
Seminars and professional education	22,637	-		22,637	
Supplies	14,256	-		14,256	
Taxes and licenses	22,760	35,998	(11)	58,758	
Telecommunications	104,748	(38)	(12)	104,710	
Travel	20,259	(1,438)	(6)(13)	18,821	
Recovery Accounts	(15,320)	(21,608)	(14)	(36,928)	
Total General Overhead	<u>\$ 1,429,942</u>	<u>\$ (101,609)</u>		<u>\$ 1,328,333</u>	141.86%
Total Indirect Costs	<u>\$ 1,952,982</u>	<u>\$ (103,759)</u>		<u>\$ 1,849,223</u>	197.49%
Facilities Capital Cost of Money (FCCM)				<u>\$ 2,992</u>	0.32%

**HWA GEOSCIENCES, INC.
DESCRIPTION OF FAR REFERENCES AND AUDIT ADJUSTMENTS
FOR THE YEAR ENDED DECEMBER 31, 2016**

- (1) 31.201-6 (a) - Accounting for unallowable costs - When an unallowable cost is incurred, its directly associated costs are also unallowable.
- (2) 31.201-2 (d) Determining allowability - Documentation adequate to demonstrate that costs have been incurred are allowable.
- (3) 31.205-1 (f) Public relations and advertising costs - Public relations and advertising costs designed to call favorable attention to the contractor and its activities is unallowable.
- (4) 31.205-27 (a) (2) Organization costs - All costs incurred in connection with planning or executing the organization or reorganization of the corporate structure of a business, including mergers and acquisitions, or raising capital are unallowable.
- (5) 31.205-3 Bad debts - Bad debts, including actual or estimated losses arising from uncollectible accounts receivable due from customers and other claims, and any directly associated costs such as collection costs, and legal costs are unallowable; therefore, the credit has been added back to the overhead pool.
- (6) 31.201-2(d) Determining allowability - Costs not supported with documentation are unallowable.
- (7) 31.205-8 Contributions or donations - Contributions or donations are unallowable.
- (8) 31.205-20 - Interest and other financial costs - Interest on borrowings (however represented) are unallowable.
- (9) 31.205-51 The costs of alcoholic beverages is unallowable.
- (10) 31.201-3 (b) (1) - Determining reasonableness - Costs generally not recognized as ordinary and necessary for the conduct of business are unallowable.
- (11) 31.205-41 (b) (1) Taxes - Federal income and excess profits taxes are unallowable; therefore, the credit has been added back to the overhead pool.
- (12) 31.205-15 Fine, penalties, and mischarging costs - Costs of fines and penalties are unallowable.
- (13) 31.205-46 (a) (2) - Travel costs – Costs that exceed, on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations are unallowable.
- (14) 31.201-1 (a) Composition of total costs - Costs unrelated to labor based contracts should be eliminated from overhead calculation.



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

July 6, 2017

Environmental Science Associates, Inc.
550 Kearney Street, Suite 800
San Francisco, CA 94108

Subject: Acceptance FYE 2016 ICR – CPA Report

Dear Ms. Casandy Ma:

We have accepted your firms FYE 2016 Indirect Cost Rate (ICR) of 205.73% based on the "Independent CPA Report," prepared by Gusman Associates. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Environmental Science Associates
Des Moines Engineering Services On-call
Employee Classification and Rates: November 9, 2017

Employee Classification	Maximum Direct Salary Rate
Sr. Director	\$94.10
Director III	\$81.12
Director II	\$70.30
Director I	\$64.90
Senior Managing Associate	\$62.73
Managing Associate II	\$56.24
Managing Associate I	\$48.67
Technical Associate	\$48.67
Senior Associate II	\$45.43
Senior Associate I	\$43.26
Associate III	\$41.10
Associate II	\$37.86
Associate I	\$32.45
Senior Environmental Field Tech	\$37.86
Environmental Field Tech	\$32.45
Senior Administrative	\$41.10
Administrative	\$34.61
Clerical	\$27.04

November 9, 2017

Nelson Davis
KPG
3131 Elliot Ave
Seattle, WA 98121

RE: 2018 Billing Rates

Dear Nelson:

This letter is to confirm that Bright Engineering, Inc. does not have an audited overhead rate and that we contract for services based on a negotiated hourly rate that includes direct salary, overhead and fee. The rates below are the lowest rates charged to our preferred customers, and are approved by King County for their projects. These rates are valid from 01/01/2018 until 12/31/2018.

Category	2018
Principal/Project Manager	\$ 222.00
Sr. Project Engineer	\$ 210.00
Engineering Design	\$ 188.00
Junior Engineer	\$ 105.50
CADD III	\$ 97.50
CADD I	\$ 71.00

All travel beyond thirty (30) miles of our office will be billed per the Washington State Department of Transportation Travel Regulation. Travel and expenses will not be billed on this project. All sub-consultant costs and direct reimbursements will be at cost with no mark-ups.

Regards,



Ade Bright, PE, SE



**Washington State
Department of Transportation**

**Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov**

September 6, 2017

RES Group NW, LLC
624 S. Lander Street, #202
Seattle, WA 98134

Subject: Acceptance FYE 2016 ICR – Audit Office Review

Dear Ms. Sonja Davis:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2016 Indirect Cost Rate (ICR) of 53.21%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

101



**Washington State
Department of Transportation**

**Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov**

September 18, 2017

GeoDesign, Inc.
9450 SW Commerce Circle, Suite 300
Wilsonville, OR 97070

Subject: Acceptance FYE 2016 ICR – Audit Office Review

Dear Mr. Randy Homes:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2016 Indirect Cost Rate (ICR) of 163.66%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

103
GeoDesign, Inc. FEE SUMMARY

Project: City of Des Moines
Job No. CDesMoines-0-01

Date 11/13/2017

Standard Schedule (SS) or Direct Salary Cost (DSC)	DSC
Labor Rate	Z- Direct Salary Cost (DSC)
GeoDesign OH Rate, if DSC calculation is used	163.66%
If Labor is DSC is the Fixed Fee = FF x (DSC+OH) ?	NO
Allowable Handling Charge	12.00%

Fixed Fee 30.00%

GEODESIGN LABOR - Summary from Geodesign Hours Worksheet

PROJECT PHASES OR TASKS

SCOPE:	Task	Task	Task	Task	Total Hours	Labor Rate	Cost
	CLASSIFICATION						
1	Principal					\$68.03	
2	Senior Associate					\$56.67	
3	Associate					\$52.88	
4	Senior Project Manager					\$45.00	
5	Project Manager II					\$40.87	
6	Project Manager I					\$34.13	
9	Technical Specialist I					\$33.41	
10	Staff III					\$32.69	
11	Staff II					\$32.50	
12	Staff I					\$26.92	
13	Sr Tech					\$31.73	
14	CAD					\$32.68	
15	Tech II					\$23.00	
16	Tech I					\$23.00	
17	Senior Project Assistant					\$27.94	
18	Proj Assistant					\$27.05	
19	Support Staff					\$24.82	

SUBTOTAL - Labor

OVERHEAD (OH) COST (Including Salary Additives)

FIXED FEE (FF):

= Fixed Fee x (DSC) or 30% x (\$00.00)

SUBTOTAL LABOR

EQUIPMENT

Task	Task	Task	Task	Unit	Rate	Extended
VEHICLE - GeoDesign - 1				Day	\$21.00	
VEHICLE - Mileage				Mile	\$0.575	
INSTRUMENT - GEO - FWD ONLY				Day	\$1,780.00	
COMPUTER SOFTWARE - ARC GIS				Hour	\$16.00	
INSTRUMENT - GEO - Digital Camera				Day	\$11.00	
SURVEY - GPS - Differential				Day	\$100.00	
INSTRUMENT - GEO - VWP & Minilogger				Each	\$1,100.00	
INSTRUMENT - GEO - VWP - Datalogger Recording for VWP				Day	\$10.00	

SUBTOTAL EQUIPMENT

REMBURSABLES:

Task	Task	Task	Task	Unit	Rate	Extended
Reproduction - Copy (B&W)				each	\$0.12	
Reproduction - Copy (COLOR) 11 x 17					\$1.50	
Find Rate				day	\$185.00	
-						

SUBTOTAL REMBURSABLES

LABORATORY TESTING:

Task	Task	Task	Task	Unit	Rate	Extended
Moisture - Oven				ea	\$28	
Particle Size Analysis Percent passing #200				ea	\$87	
Particle Size Analysis ASTM C136				ea	\$139	
CEC				ea	\$105	
Organic Content				ea	\$93	
-						

SUBTOTAL LABORATORY

GeoDesign Charges SubTotal

SUBCONTRACTORS (include tax when applicable)

Task	Task	Task	Task	SUBTOTAL	HC	Extended
Drilling and Coring						
Test Pits and PIT Contractor						
Traffic Control						
Utility Locate						
Traffic Counts						

SUBTOTAL SUBCONSULTANTS incl HC

ACTUAL SUBTOTAL BY PHASE incl HC

TOTAL - ESTIMATED FEE

GEOTECHNICAL AND GEOLOGICAL SCHEDULE OF CHARGES

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a fixed fee amount is so indicated in the proposal or services agreement. Contracted professional and technical services will be charged at the applicable hourly rates as listed below. Staff time spent in depositions, trial preparation, and court or hearing testimony will be billed at 1.5 to 2 times the below rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule; when traveling by public carrier, a maximum charge of eight hours per day will be made. Current rates are as follows:

Personnel	Hourly Rate	Personnel	Hourly Rate
Support Staff	\$ 72	Los Angeles Deputy Grading Inspector	\$131
Project Assistant	\$ 84	Technical Specialist I	\$135
Senior Project Assistant	\$ 91	Technical Specialist II	\$149
Technician I	\$ 77	Senior Technical Specialist	\$163
Technician II	\$ 89	Project Manager I	\$144
Senior Technician	\$ 95	Project Manager II	\$153
CAD	\$ 95	Senior Project Manager	\$164
Staff I	\$ 99	Associate	\$179
Staff II	\$113	Senior Associate	\$191
Staff III	\$125	Principal	\$209

Equipment	Rate
Air compressor, generator (per day)	\$ 55
Cement amending field tool	\$ 22
Cement scale and pan (per day)	\$ 28
Core drill (per day)	\$ 221
Cross-hole sonic logger (CSL) (per day)	\$ 496
Data recorder (VW MiniLogger and vibrating wire piezometer)	\$ 12
Datalogger (per day; maximum \$42 per week, maximum \$105 per month)	\$ 12
Digital camera (per day)	\$ 11
Drilled shaft inspection camera (DSIC) (per day; maximum \$1,874 per week)	\$ 992
Drive probe	\$ 11
Dynamic cone penetrometer (DCP) drive probe	\$ 105
Field California bearing ratio (CBR) equipment (per day)	\$ 243
Falling weight deflectometer (FWD) (per day)	\$1,869
Falling weight deflectometer (FWD) with GPR (per day)	\$3,192
Global positioning system (GPS) - differential (per day)	\$ 105
Global positioning system (GPS) - hand-held (per day)	\$ 32
Ground penetrating radar (GPR) - cart mounted (per day)	\$ 551
Ground penetrating radar (GPR) - truck mounted (per day)	\$1,323
Hand auger (per day)	\$ 39
Hydroacoustic monitoring equipment (per day)	\$ 276
Nuclear density gauge equipment (per hour)	\$ 11
Pile Driving Analyzer® (PDA) (per day)	\$ 551
Pile Integrity Tester (per day)	\$ 221
Resistivity meter (per day)	\$ 110
Slope inclinometer equipment (per casing)	\$ 160
Soil samples in brass or stainless sleeves (per sample)	\$ 11
Soil samples in rings (per sample)	\$ 11
Specialty software (MODFLOW, PLAXIS, Slope/W, etc., per hour)	\$11.55 - 55.65
Total Station - Survey Equipment (per hour)	\$ 55
Vehicle (company) usage (full day, plus \$0.63 per mile charge)	\$ 22
Vehicle (personal) usage (per mile)	\$ 0.63
Vibrating wire piezometer	\$ 551
Vibration monitoring equipment (per day; maximum \$278 per week, maximum \$819 per month)	\$ 58

Reproduction	Black/White	Color
8 1/2 x 11 (per finished page)	\$ 0.10	\$ 0.16
11 x 17 (per finished page)	\$ 0.20	\$ 0.32
C- or D-size plots (per finished plot)	\$25.00	\$25.00
D-size scan		\$12.50

OTHER SERVICES, SUPPLIES, AND SPECIAL TAXES

Outside services (equipment, supplies, and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations) are charged at cost plus 12 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance that may be required. Specialized equipment will be quoted on a per-job basis. In-house disposable field supplies (routinely used field supplies stocked in-house by GeoDesign) at current rates. List available upon request. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost. All rates are subject to change upon notification.

GEOTECHNICAL LABORATORY SCHEDULE OF CHARGES

TYPE OF TEST	UNIT PRICE
Atterberg Limits (ASTM D 4318-05)	\$ 179
CBR with 3-Point Proctor (ASTM D 1883-07)	\$ 683
Compaction (ASTM D 1557-07/ASTM D 698-07; Methods A, B, and C)	
1 point	\$ 105
4 points	\$ 252
Consolidation (ASTM D 2435-04; with two timed rebounds)	\$ 462
Direct Shear (ASTM D 3080-04)	
1 point	\$ 255
3 points	\$ 486
Moisture Content - Oven Method (ASTM D 2216-05)	\$ 28
Moisture/Density (ASTM D 7263)	
Rings	\$ 41
Shelby tubes	\$ 41
Organic Content (ASTM D 2974)	\$ 93
Particle-Size Analysis	
Sieve (ASTM C 117-04/ASTM C 136-06) (includes -200 Wash, Dry Sieve)	\$ 139
Percent passing No. 200 (ASTM C 117-04/ASTM D 1140-00)	\$ 87
Combined sieve and hydrometer (ASTM D 422-63)	\$ 232
Oversize sieve analysis (ASTM C 117-04/ASTM C 136-06)	\$ 232
Permeability	
Falling head in rigid wall permeameter (Army Corps Eng. EM 1110-2-1906, VII-13)	\$ 406
In triaxial cell with back pressure saturation (ASTM D 5084-03)	\$ 463
Flex wall with triaxial compression (ASTM D 5084/ASTM D 4767)	\$ 627
pH of Soil (ASTM G 51)	\$ 93
Resilient Modulus (AASHTO T 307-99)	
In situ sample	\$ 662
Remolded sample (includes compaction and sample preparation)	\$ 992
Rice Density (ASTM D 2041)	\$ 139
Soil Resistivity (ASTM G 57)	\$ 214
Specific Gravity	
Bulk Specific Gravity - Asphalt (Parafilm coated) (ASTM D 1188)	\$ 52
Maximum Specific Gravity - Asphalt (Rice) (ASTM D 2041)	\$ 105
Bulk Specific Gravity - Asphalt (ASTM D 2726)	\$ 18
Coarse Aggregate (ASTM C 127)	\$ 83
Fine Aggregate (ASTM C 128)	\$ 110
Soil (ASTM D 854)	\$ 116
Swell (ASTM D 4546)	
Method A	\$ 365
Method B	\$ 255
Method C	\$ 637
Triaxial Compression	
Unconsolidated, undrained (back pressure saturation) (ASTM D 2850-03)	\$ 353
Consolidated, undrained, 1 point (ASTM D 4767-06)	\$ 463
Consolidated, undrained, strength envelope (ASTM D 4767-06)	\$1,389
Load-controlled cyclic (ASTM D 5311)	\$1,389
Unconfined Compression	
Unconfined compression of undisturbed soil samples (ASTM D 2166-06)	\$ 133
Unconfined compression of cement-treated soils (ASTM D 1633-00)	\$ 90
Sample preparation (per hour)	\$ 72

Other tests charged at hourly rates. GeoDesign, Inc. reserves the right to subcontract any laboratory testing listed in our scope of work and to apply charges for subcontracted testing at the rates listed above.

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of Agency Official
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
whose address is

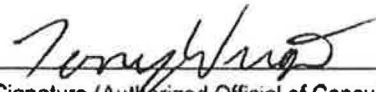
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

KPG, P.S.

Consultant (Firm Name)


Signature (Authorized Official of Consultant)

11-13-17
Date

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☒ Agency Official

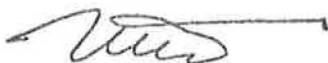
☐ Other

of the City of Des Moines, and KPG, P.S.

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.



Signature

12/14/17

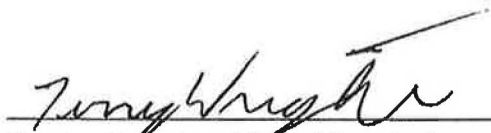
Date

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

KPG, P.S.

Consultant (Firm Name)


Signature (Authorized Official of Consultant)

11-13-17
Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

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

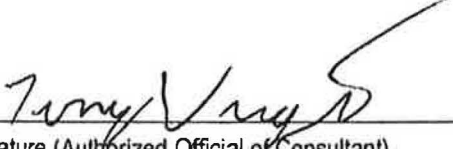
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress 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 Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

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

KPG, P.S.

Consultant (Firm Name)


Signature (Authorized Official of Consultant)

11-13-17
Date

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____ * are accurate, complete, and current as of _____. **

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: KPG, P.S.


Signature


Title

11-13-17
Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ NOT APPLICABLE .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ NOT APPLICABLE .

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ NOT APPLICABLE .

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

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CITY OF DES MOINES **SOUTH 216TH STREET - SEGMENT 3** **(11TH AVENUE S TO 20TH AVENUE S)** **RIGHT OF WAY PLANS**

CITY MANAGER

Michael Matthias

MAYOR

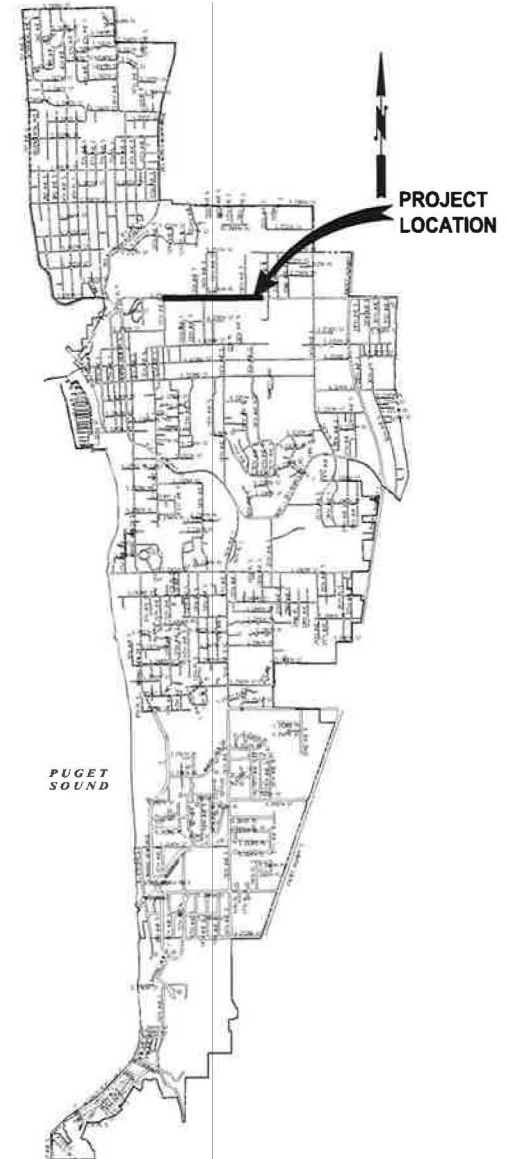
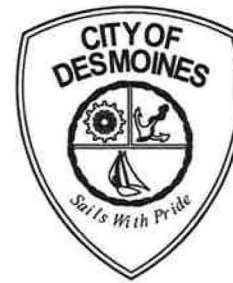
Matt Pina

PUBLIC WORKS DIRECTOR

Brandon Carver

CITY COUNCIL

Robert Back
M. Luisa Bangs
Dave Kaplan
Melissa Musser
Jeremy Nutting
Vic Pennington



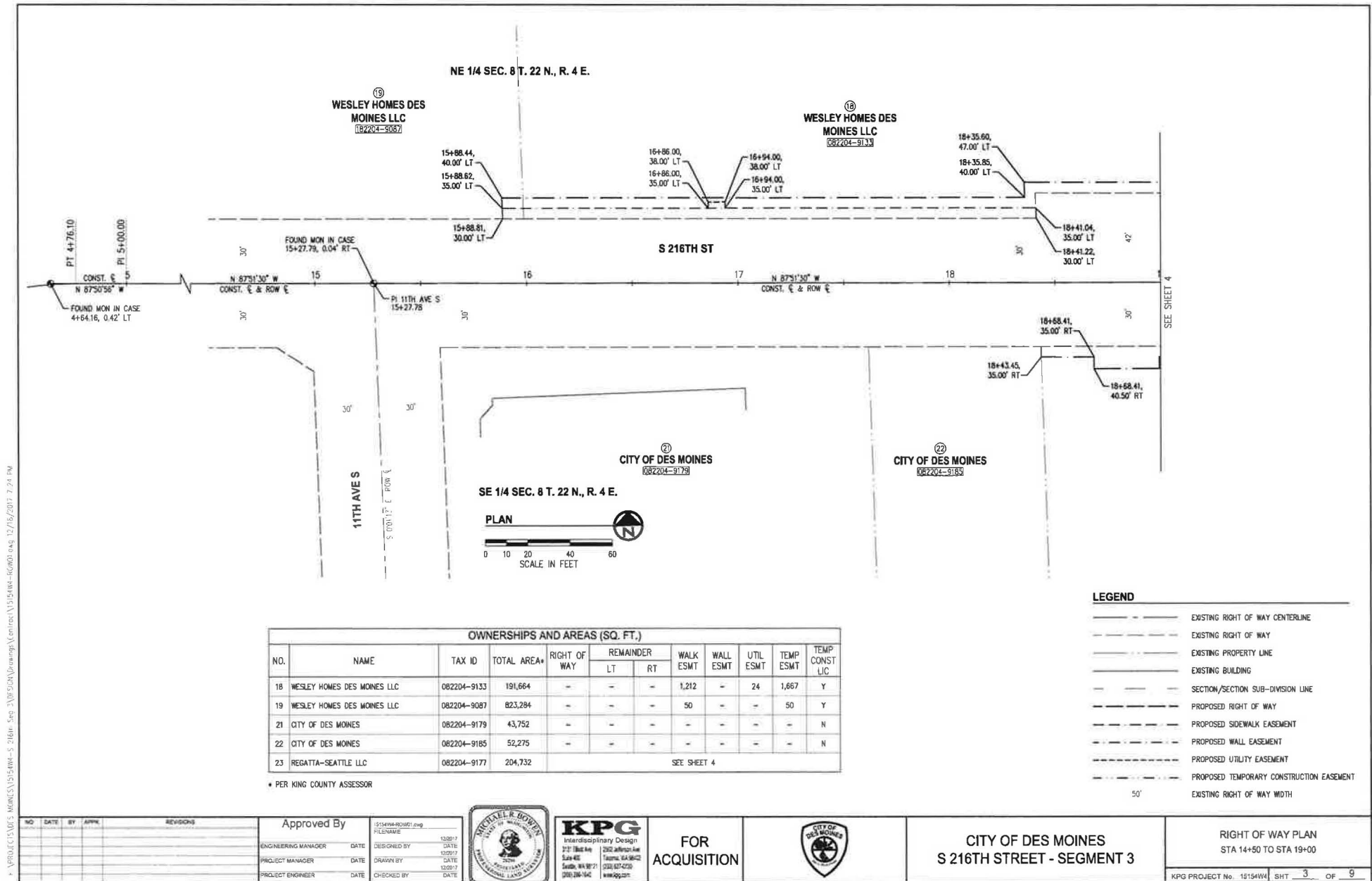
APPROVED RIGHT OF WAY PLAN:

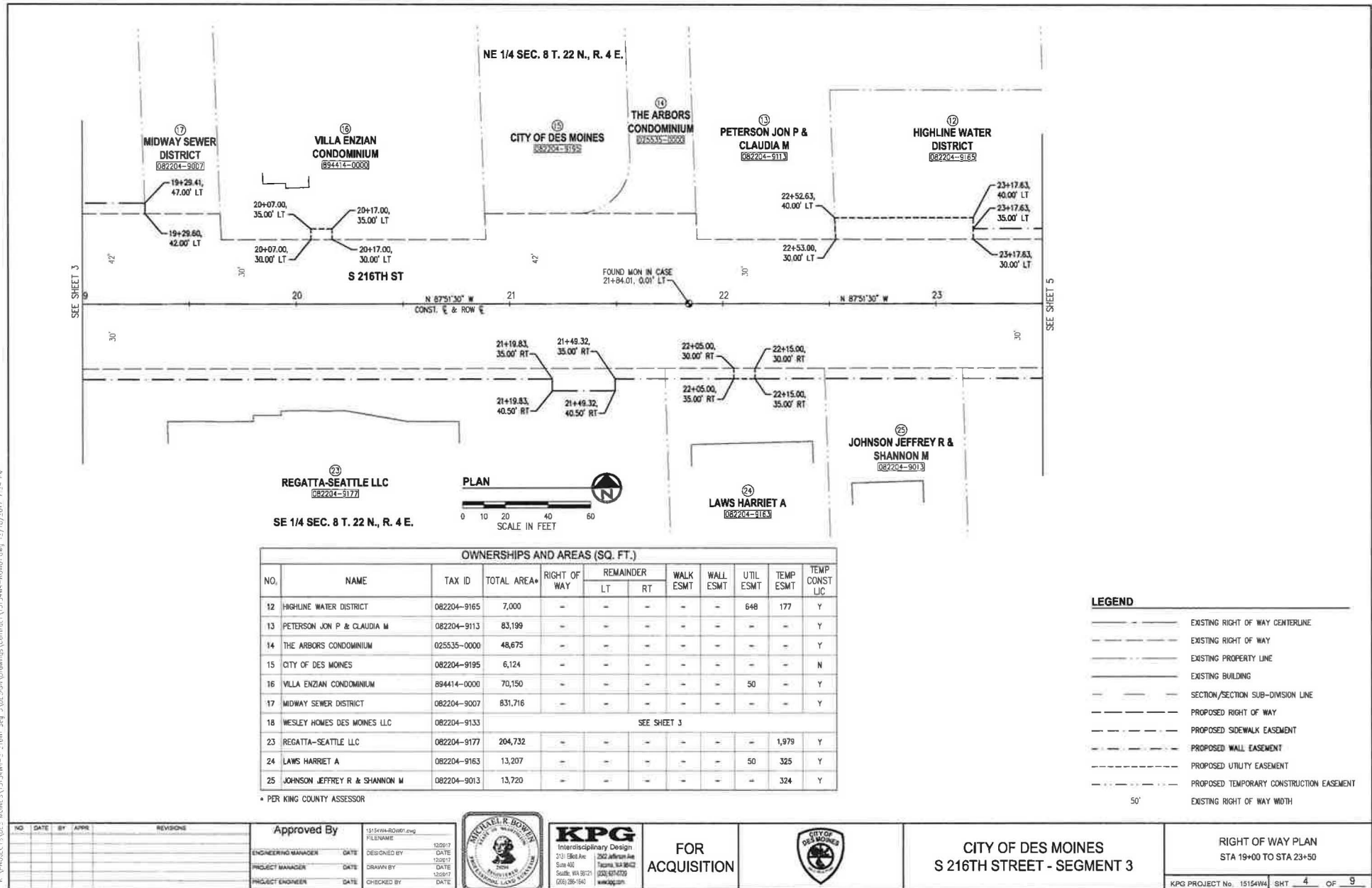
BRANDON CARVER, P.E. DATE
PUBLIC WORKS DIRECTOR

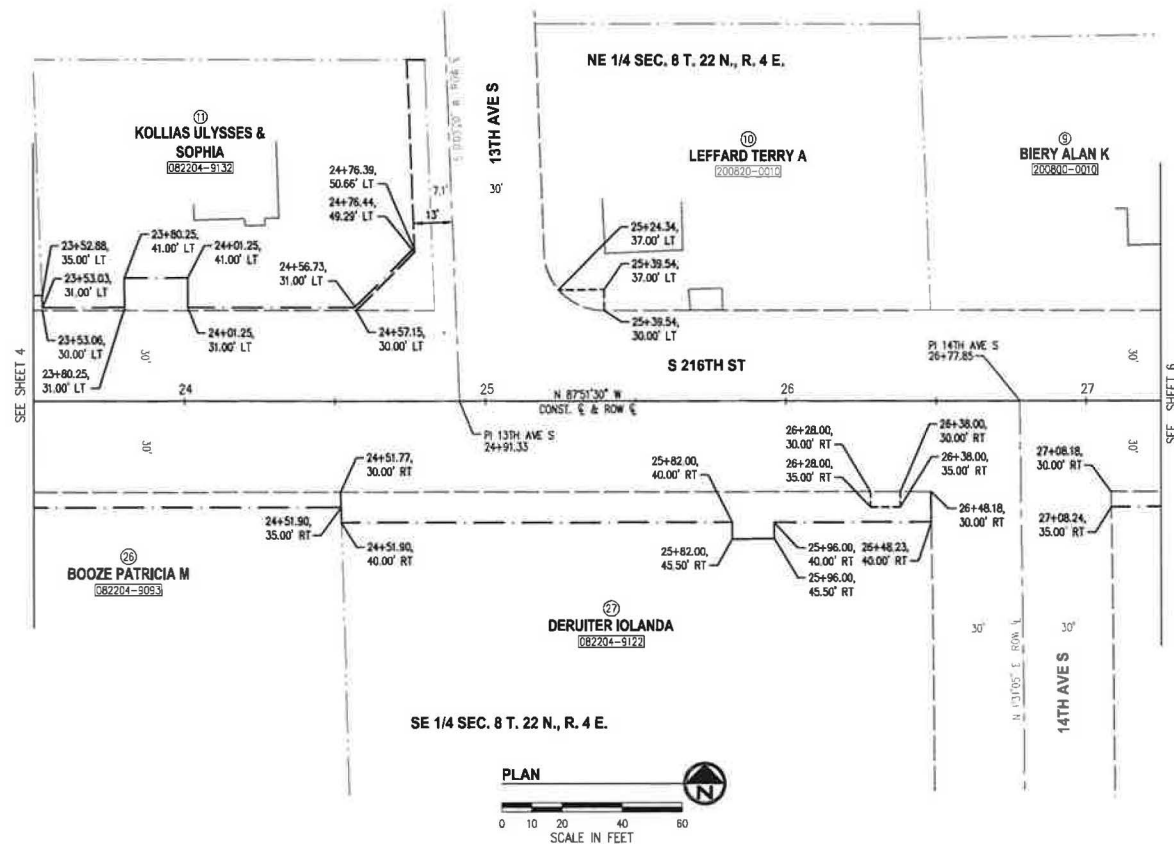
APPROVED RIGHT OF WAY PLAN:

FOR
ACQUISITION









OWNERSHIPS AND AREAS (SQ. FT.)

NO.	NAME	TAX ID	TOTAL AREA*	RIGHT OF WAY	REMAINDER		WALK ESMT	WALL ESMT	UTIL ESMT	TEMP ESMT	TEMP CONST LIC
					LT	RT					
9	BIERY ALAN K	200800-0010	8,019	-	-	-	-	-	33	-	Y
10	LEFFARD TERRY A	200820-0010	10,030	-	-	-	-	-	74	-	Y
11	KOLLIAS ULYSSES & SOPHIA	082204-9132	10,018	686	9,332	-	-	-	-	342	Y
26	BOOZE PATRICIA M	082204-9093	27,878	-	-	-	-	-	-	697	Y
27	DERUITER IOLANDA	082204-9122	61,855	-	-	-	-	-	50	1,990	Y

* PER KING COUNTY ASSESSOR

LEGEND

---	EXISTING RIGHT OF WAY CENTERLINE
---	EXISTING RIGHT OF WAY
---	EXISTING PROPERTY LINE
---	EXISTING BUILDING
---	SECTION/SECTION SUB-DIVISION LINE
---	PROPOSED RIGHT OF WAY
---	PROPOSED SIDEWALK EASEMENT
---	PROPOSED WALL EASEMENT
---	PROPOSED UTILITY EASEMENT
---	PROPOSED TEMPORARY CONSTRUCTION EASEMENT
50'	EXISTING RIGHT OF WAY WIDTH

K:\PROJECTS\DES MOINES\15154W4-S 216th St_3D\15154W4-S 216th St.dwg 12/16/2017 7:24 PM

NO.	DATE	BY	APPR.	REVISIONS

Approved By	15154W4-S 216th St.dwg
ENGINEERING MANAGER	DATE DESIGNED BY DATE
PROJECT MANAGER	DATE DRAWN BY DATE
PROJECT ENGINEER	DATE CHECKED BY DATE

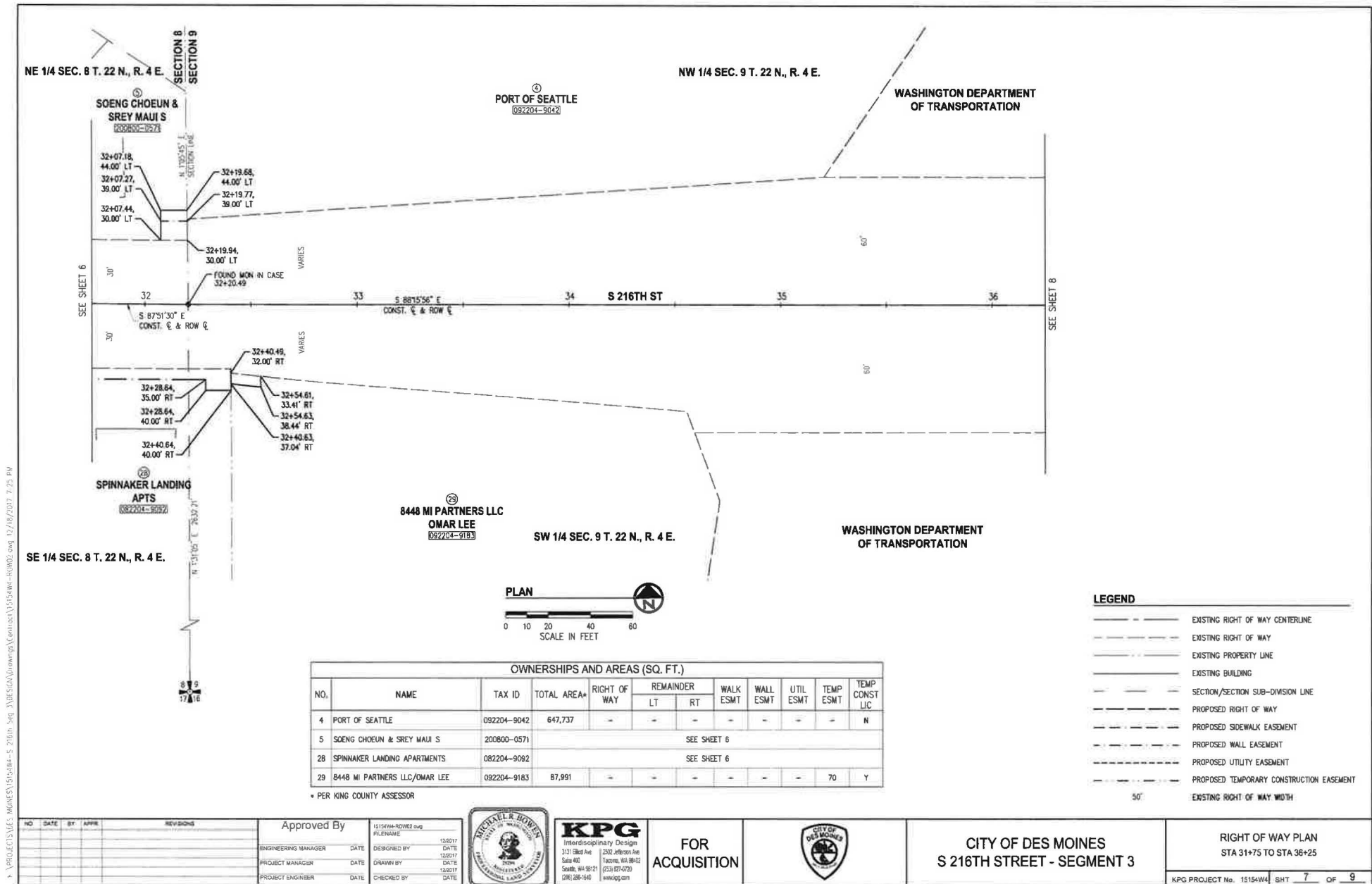


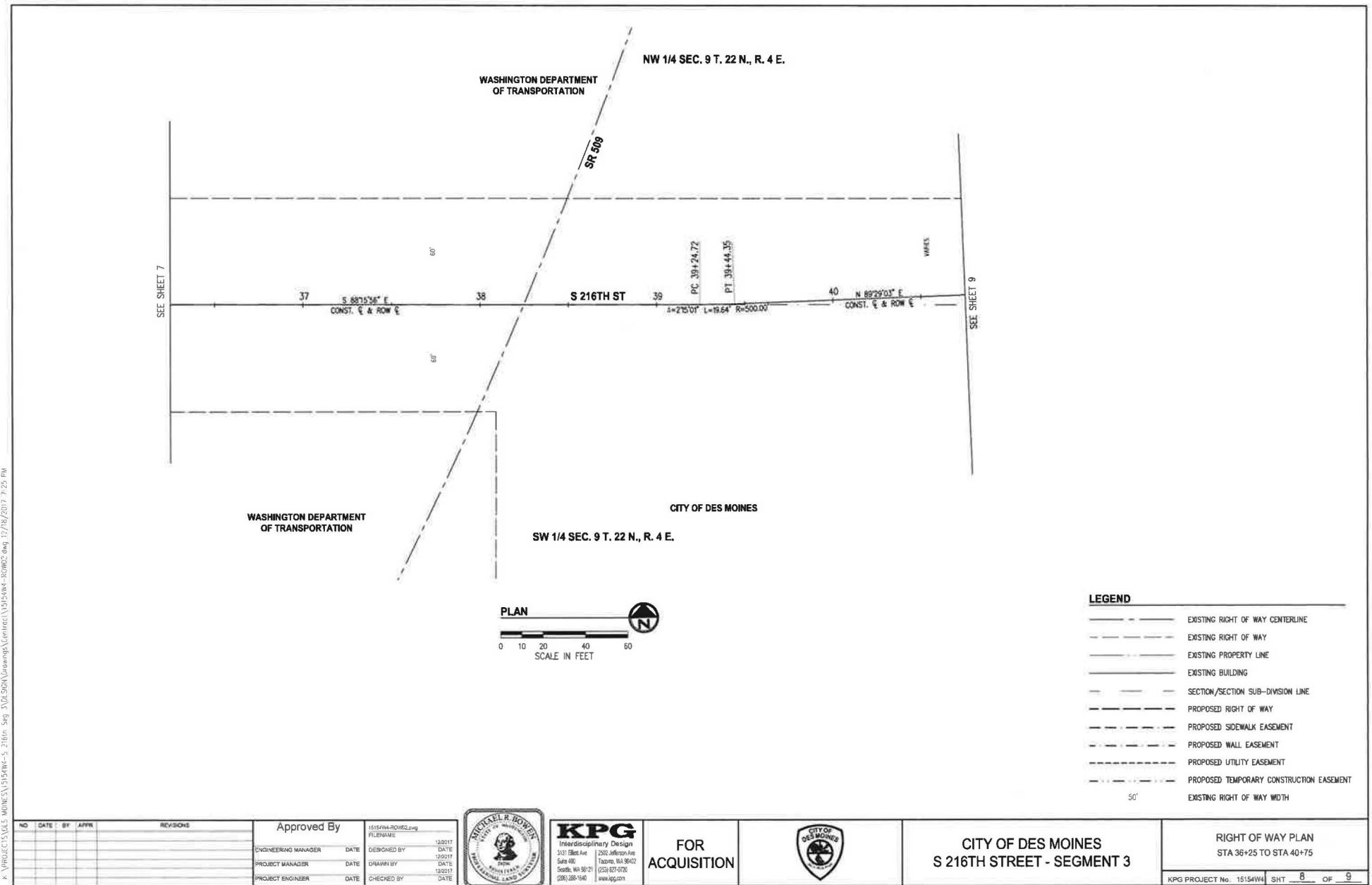
FOR ACQUISITION

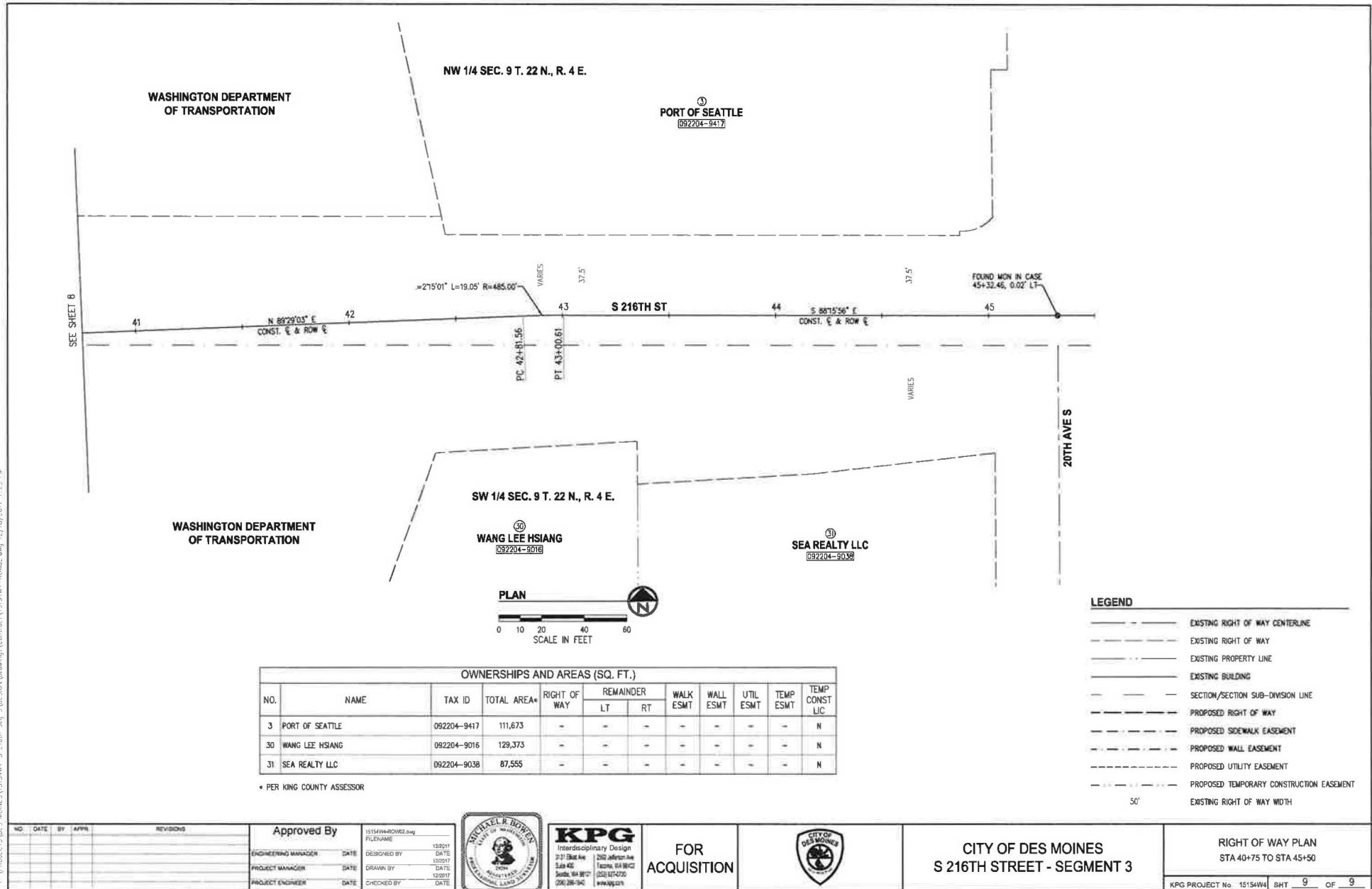
CITY OF DES MOINES
S 216TH STREET - SEGMENT 3RIGHT OF WAY PLAN
STA 23+50 TO STA 27+25

KPG PROJECT No. 15154W4 SHT 5 OF 9









Roles and Duties of Councilmembers, Mayor and Deputy Mayor

JANUARY 11, 2018



Councilmember roles and duties

Councilmember = voting member of legislative body (City Council)

City Council is the Legislative Authority for the City. Broad authority:

- Establish budget
- Adopt ordinances of all kinds appropriate to the good government of the City.
- All powers under the Constitution of the State, except those specifically denied by law.

Attend City Council meetings.

Attend Council Committee meetings.

Abide by State law (Open Public Meetings Act, Appearance of Fairness Doctrine, Public Records Act, etc.)

Appoint the City Manager. City Manager is then accountable to the Council as a whole.

Councilmembers deal with the administrative services of the City solely through the City Manager (except for purposes of inquiry). RCW 35A.13.120. No regular administrative or executive duties.



Mayoral Duties

- All rights, privileges and duties of a Councilmember.
 - Presiding Officer at meetings of the City Council.
 - Head of the City for ceremonial purposes.
 - No regular administrative duties or executive duties.
 - May take the lead in representing the City Council to those outside the community who are interested in joint ventures or economic development.
- 

Mayoral Duties

- Cannot commit the City without majority Council approval.
- Spokesperson for City Council, unless duty is delegated.
- Approves preliminary agenda for City Council meetings.
- May add or delete items from the agenda (three Councilmembers can also add items as well as the City Manager).
- Assigns seats to Councilmembers.
- Appoints citizens and Councilmembers to committees.
- Recognized by Governor as the head of the City for purposes of military law.
RCW 35A.13.030.

Duties of Deputy Mayor

- All rights, privileges and duties of a Council-member.
- In case of the Mayor's absence or temporary disability the Deputy Mayor shall act as Mayor during the continuance of the absence.



December 18, 2017

Mr. Michael Matthias
City Manager
Des Moines City Council
Des Moines Human Services Commission
21630 11th Ave S.
Des Moines

Dear City Manager Matthias, City Council and Human Services Commission Members:

Every year I take the end of the year as an opportunity to graciously extend "thank you" on behalf of the thousands of children, youth and their families served by Kent Youth and Family Services. Brandy Reed, Board President, and the entire Board of Directors extends a "thank you" as well as the staff of Kent Youth and Family Services. Both accolades are in appreciation for the many ways as the City of Des Moines leadership you each continued supporting the work of this agency once again during 2017.

Kent Youth and Family Services values the City's partnership, directly addressing the many social service needs of the families of Des Moines, and with each of this agency's numerous funders, municipalities, legal jurisdictions or private entities. A good portion of any community-based agency's credibility is based on the willingness of the local jurisdictions to partner with it. The City of Des Moines' willingness to fund KYFS's behavioral treatment services, Counseling and Substance Use Treatment adds to that credibility.

Thank you for your budget decision to continue and increase your support into 2018.

Without the confidence you demonstrate in this agency, as the city's leadership, Kent Youth and Family Services would be unable to develop and sustain relationships with all those other numerous funders who reside elsewhere in the county or at the state and federal level.

I also want to take this opportunity to especially offer accolades for your human service staff, Sue Padden. Sue is supportive of Des Moines' partner agencies, while maintaining accountability. She represents Des Moines in the most professional manner and is a well known colleague here in South King County and beyond. Sue is marvelous to work with, even prior to KYFS being funded by Des Moines human services general fund. In addition "thank you" to the Human Services Commission.

We look forward to the continuing partnership with you in 2018. And wish you all and the City of Des Moines staff the happiness of the holiday season and the New Year.

Sincerely,

Michael Heinisch
Executive Director

Cc Brandy Reed, KYFS Board President
Sue Padden



From: Mandi LeCompte <mandi.lecompte@highlineschools.org>
Sent: Monday, January 08, 2018 9:51 AM
To: Communication
Subject: Press Release: High Schools Moving to a Later Start Time



15675 Ambaum Blvd. SW
Burien, WA 98166
P: 206.631.3000

For Immediate Release
8 January 2018

Contact: Catherine Carbone Rogers
catherine.carbone@highlineschools.org
206-631-3002 (O) 206-683-9198 (C)

High Schools Moving to a Later Start Time
Give input on when to make the change

Burien, WA – Highline students will be able to hit the snooze in the morning come this fall or next. Highline Public Schools plans to change high school start times to about 30 minutes later than current start times. This change is in response to feedback from students, families and staff, as well as research that shows teenagers do better in school when they can sleep later.

To facilitate this, Highline will combine bus routes so middle school and high school students ride the same buses. The middle school day will start five minutes after the high school start time.

Proposed start times would be approximately 8:00 a.m. for high school and 8:05 a.m. for middle school.

Highline can make this start time change as early as fall 2018. However, start times would need to be adjusted again in fall 2019, when the new middle school opens and sixth grade moves to middle school. This change would be an adjustment of a few minutes in bus pick-up times and start times.

Highline is seeking input on **when** to make the change in high school start times: fall 2018 with another small shift in fall 2019, or all changes in fall 2019. Take the [High School Start Time survey](#) to give your input. The survey will be open until January 19.

Give your input at highlineschools.org/starttimesurvey.

###

About Highline Public Schools

Highline Public Schools serves around 19,000 students grades K-12 in the communities of Burien, Des Moines, Normandy Park, SeaTac and White Center in Washington State. Highline has 32 schools, employs

over 2,000 staff members, and offers a wide variety of educational opportunities from early childhood to college preparation. Highline is committed to equity in education, high expectations for all and partnering with families and the community to ensure that all children achieve their potential.

Mandi LeCompte

Communications Manager

Highline Public Schools

206.631.3002

[Project Request Form](#)

[Website](#) | [News](#) | [Facebook](#) | [Twitter](#)

Our Promise: EVERY STUDENT in Highline Public Schools is known by NAME, STRENGTH, and NEED, and graduates ready for COLLEGE, CAREER, and CITIZENSHIP.



Bonnie Wilkins

From: Matt Pina
Sent: Thursday, January 04, 2018 9:52 AM
To: Michael Matthias; Bonnie Wilkins
Subject: Fwd: Thank You

FYI

----- Forwarded message -----

From: Michael Crawford <redvwpolo@yahoo.com>

Date: Jan 4, 2018 11:05 AM

Subject: Thank You

To: Matt Pina <mpina@desmoineswa.gov>, Patrice Thorell <PThorell@desmoineswa.gov>

Cc:

Good day Mr. Mayor and A Happy New Year to you.

I can't even begin thanking you, Patrice and all the kind, wonderful and loving people in your City Hall enough who pitched in to help me and my family out during the Holidays. I don't think we've ever received such wonderful, prompt and complete support ever in our lives such as the support we received from all of you.

Thank you for bringing such happiness to us. You don't know how happy I was to see the smile, sparkle and relief in the eyes of my daughters and wife. ☺

Patrice, you are awesome and simply the best! Without you, I don't even want to begin to think how void, cold and depressing things here at the house would have been. Thank you again and may God bless you for showing us such compassion.

I wish you'll nothing but an excellent, abundant, prosperous and successful 2018!

With much gratitude,

The Crawford's

425-324-4315

Sent from my iPhone



January 11, 2018

[illegible]

[illegible]

Surface Water Management Utility – Surplus Property Public Hearing

Des Moines City Council
January 11, 2018

Presented by
R. Brandon Carver, P.E.
Public Works Director



- 2018 Adopted budget included purchase and replacement of 2 Surface Water Management vehicles:
 - Ford F-450 Service Body Truck
 - Freightliner 5-yard Dump Truck

State Law RCW 35.94.040 and DMMC 3.108.060 state that a resolution and public hearing are required if the City intends to sell, lease, or convey property originally purchased with public utility funds.

The Surface Water Utility (SWM fee on property taxes) is considered by law a public utility (i.e. like a water or sewer utility)

Proceeds from the surplus (sale) will be deposited into the City's Vehicle Replacement Fund.

On occasion when warranted, staff may recommend re-purposing the vehicle to be replaced to a different City function (hand me down). Staff is not recommending this option.



Recommendation:

“I move to adopt Draft Resolution No. 17-156, declaring certain Surface Water Management vehicles and equipment identified in Attachment 1 as surplus and authorize disposal of said surplus vehicles and equipment by sale, auction, or trade-in as provided in DMMC 3.108.060”



TRANSPORTATION GATEWAY PROJECT
S. 216th Street Segment 3
11th Ave S to 20th Avenue S

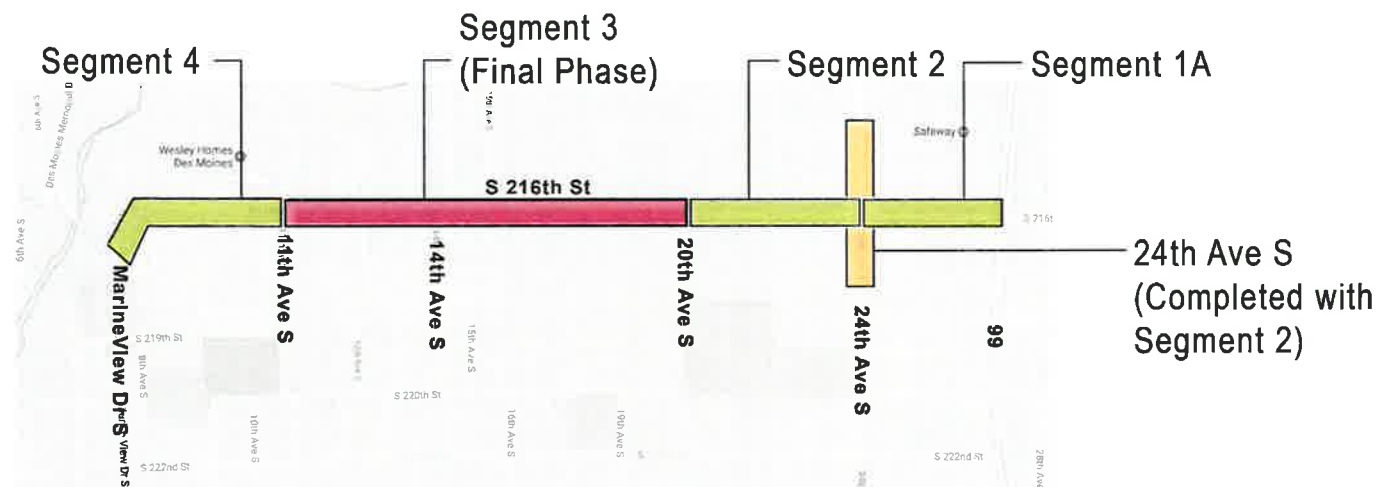
Right of Way Acquisition Phase

Des Moines City Council
January 11, 2018

Overview

- Purpose
- Project Context: Planning and Implementation
- S. 216th St Segment 3
 - Scope
 - Schedule
 - Budget
- Community Involvement
- Right of Way Plan
- Future: Council Acceptance of ROW
- Acquisition Phase

Phase Map S 216th Street



DES MOINES - S 216TH STREET



SUCCESSFUL PARTNERSHIPS

PUBLIC INVESTMENT



PRIVATE INVESTMENT - MCBP - Panattoni



Site Photos S 216th Street / Segment 1A



BEFORE



AFTER



DES MOINES - S 216TH STREET

Site Photos S 216th Street / Segment 2



BEFORE



AFTER



DES MOINES - S 216TH STREET

Site Photos S 216th Street / Segment 4



BEFORE



AFTER



DES MOINES - S 216TH STREET

S. 216TH STREET SEGMENT 3

SCOPE: 11TH AVE S to 20th Avenue S – Curb gutter sidewalk, 3 lane + transition, bicycle lanes, underground utilities, etc.

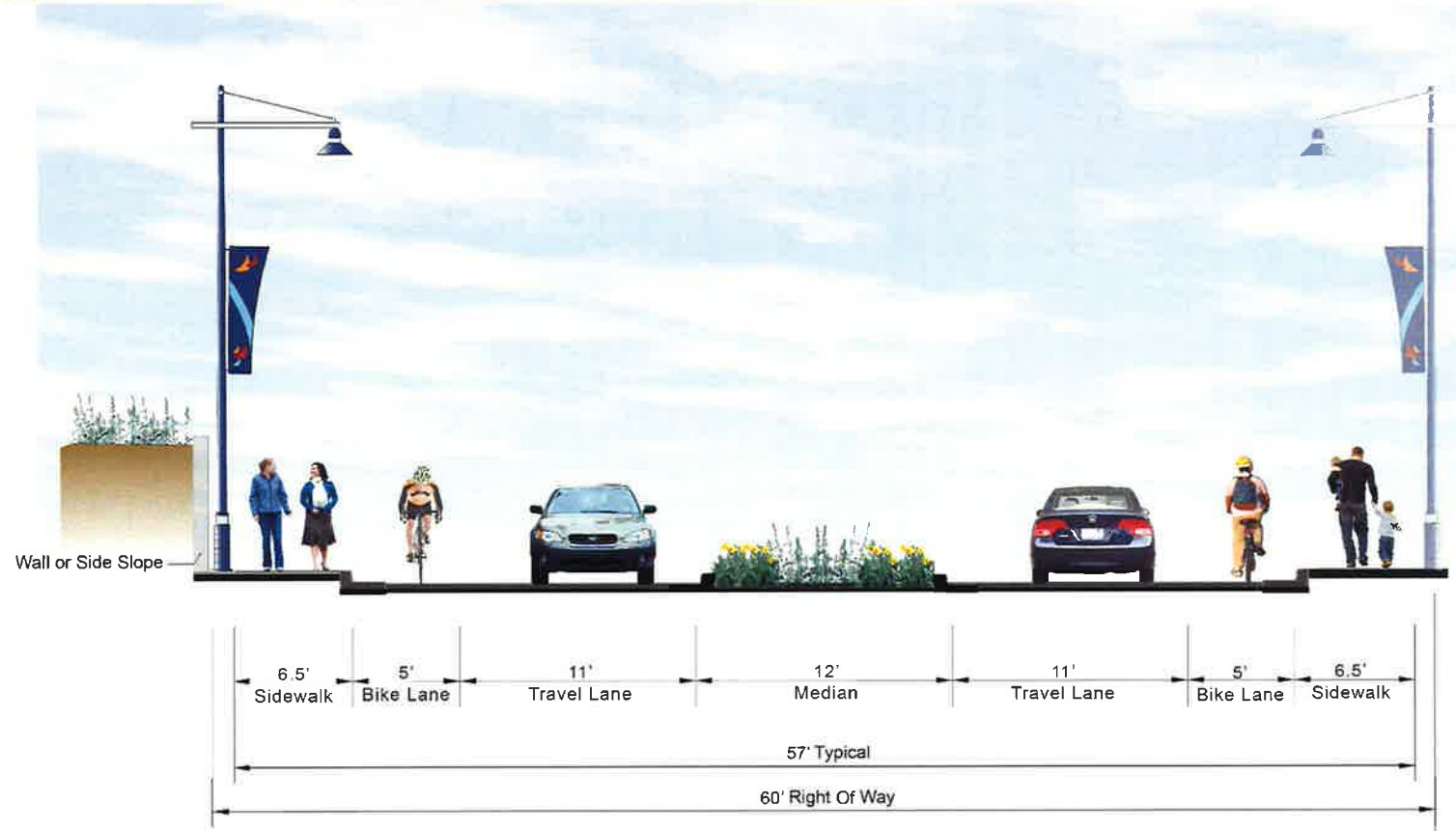
CIP Budget (2018) – Packet

Design	\$.6 M
ROW	\$.2 M
Construction	\$ 4.5 M
Construction Engineering	<u>\$.6 M</u>
Total	\$ 5.9 M

- Revenue: TIB: \$3.1 M; SWM, Utility and Developer Contributions \$2.8 M

[illegible]

Typical Section S 216th Street / 11th Avenue S to 20th Avenue S



DES MOINES - S 216TH STREET

Design scroll plot: 85% complete

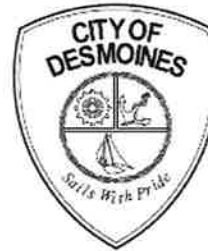


SOUTH 216TH STREET - SEGMENT 3

Public Involvement

- Public Open House (6/7/17)
- SEPA Notice (11/8/17)
- Property Owner Meetings
 - Individual owners (ongoing)
 - Drop in meeting (12/11/17)

**CITY OF DES MOINES
SOUTH 216TH STREET - SEGMENT 3
(11TH AVENUE S TO 20TH AVENUE S)
RIGHT OF WAY PLANS**



APPROVED RIGHT OF WAY PLAN:	
BRANDON CARVER, P.E. PUBLIC WORKS DIRECTOR	DATE _____

APPROVED RIGHT OF WAY PLAN:

FOR
ACQUISITION



NE 1/4 SEC. 8 T. 22 N., R. 4 E.

①⑨
WESLEY HOMES DES
MOINES LLC
082204-9087

①⑧
WESLEY HOMES DES
MOINES LLC
082204-9133

15+88.44,
40.00' LT
15+88.62,
35.00' LT

16+86.00,
38.00' LT
16+86.00,
35.00' LT

16+94.00,
38.00' LT
16+94.00,
35.00' LT

18+35.60,
47.00' LT
18+35.85,
40.00' LT

18+41.04,
35.00' LT
18+41.22,
30.00' LT

S 216TH ST

FOUND MON IN CASE
15+27.79, 0.04' RT

PI 11TH AVE S
15+27.78

N 87°51'30" W
CONST. E & ROW E

②①
CITY OF DES MOINES
082204-9179

②②
CITY OF DES MOINES
082204-9185

SE 1/4 SEC. 8 T. 22 N., R. 4 E.

PLAN



0 10 20 40 60
SCALE IN FEET

LEGEND

--- -- --- EXISTING RIGHT OF WAY CENTERLINE

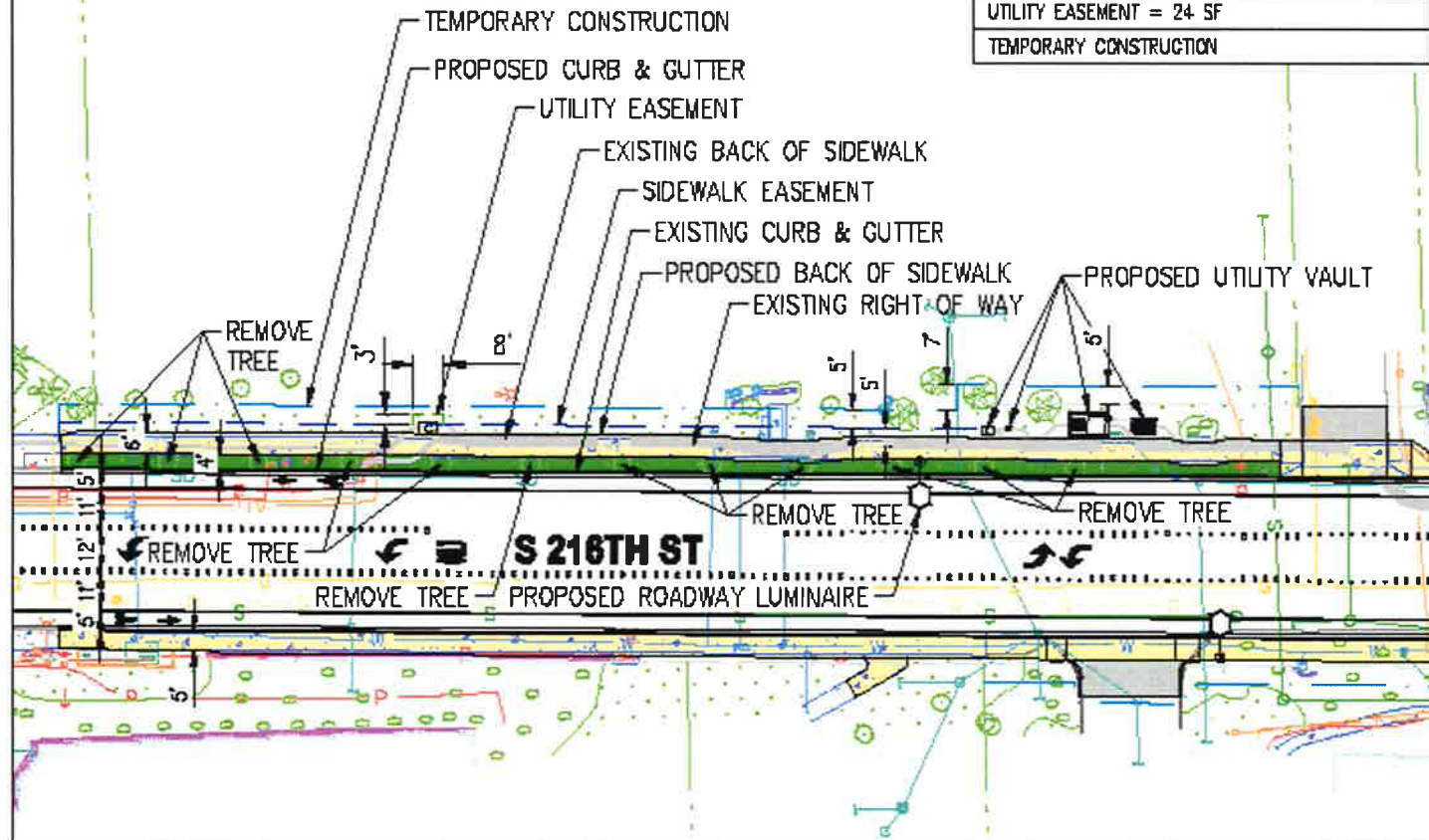
082204-9133

PROPERTY IMPACTS

SIDEWALK EASEMENT = 1212 SF

UTILITY EASEMENT = 24 SF

TEMPORARY CONSTRUCTION



PLAN



WESLEY HOMES 18

2225 S 216TH ST
S 216TH ST - SEGMENT 2
NOVEMBER 2017

PRELIMINARY

KPG
Interdisciplinary Design
2000 15th Ave
Seattle, WA 98101
206.461.1000
www.kpg.com

ROW Summary*

- Const. Licenses: Right of Entry (27)
- Temp Construction Easements (11)
- Slope, Utility, Wall Easements (12)
- Fee Simple Acquisition (1)

*Subject to final engineering & minor changes

Suggested Motions

Motion #1: “I move to approve the Right of Way Plan for South 216th Street – Segment 3 Improvements between 11th Avenue South to 20th Avenue South as described and further authorize the Public Works Director to sign and make minor modifications to the Plan as necessary to finalize design and support construction of the project improvements.”

Motion #2: “I move to approve 2018-2019 On-Call General Civil Engineering Services Agreement; Formal Task Supplement Document, Task Number 2018-01; Task Order 1, with KPG Inc. in the amount of \$78,157.58 to provide right of way acquisition services for South 216th Street – Segment 3 Improvements as described between 11th Avenue South to 20th Avenue South and further authorize the City Manager to sign said Task Order substantially in the form as submitted.”