

AGENDA

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

April 12, 2018 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

- Item 1: LEGISLATIVE UPDATE, SENATOR KAREN KEISER
- Item 2: CITY LEGISLATIVE ADVOCATE UPDATE
- Item 3: ARTS COMMISSION UPDATE
- Item 4: ABC HIGHLINE, YVONNE NUTTING
- Item 5: LABORERS LOCAL 242 PRESENTATION, DALE BRIGHT

ADMINISTRATION REPORT

- Item 1: PAVEMENT MANAGEMENT UPDATE
- Item 2: CITY MANAGER MONTHLY REPORT
- Item 3: EMERGING ISSUES

CONSENT CALENDAR

- Page 1 Item 1: APPROVAL OF VOUCHERS
- Motion is to approve for payment vouchers and payroll transfers through April 4, 2018 included in the attached list and further described as follows:
- | | | |
|---|----------------|----------------|
| Total A/P Checks/Vouchers | #153543-153732 | \$ 771,098.87 |
| Electronic Wire Transfers | #1010-1019 | \$ 484,927.76 |
| Payroll Checks | #19033-19035 | \$ 1,852.82 |
| Payroll Direct Deposit | #120001-120164 | \$ 334,525.06 |
| Total Checks and Wires for A/P and Payroll: | | \$1,592,404.51 |

- Page 3 Item 2: APPROVAL OF MINUTES
Motion is to approve the minutes from the January 20, 2018 City Council Retreat, the minutes from the February 1 and March 1, 2018 City Council Study Session and the minutes from the February 15, and February 22, 2018 City Council Regular meeting.
- Page 23 Item 3: CONSOLIDATION OF CAPITAL IMPROVEMENT PROJECTS AT THE MARINA
Motion 1 is to authorize Administration to move forward with the Fuel Hose Replacement Project and the Flex Conduit Replacement Project from 2017 Marina CIP, and combine those projects with the new Fuel Dispenser Project in 2018, with a combined budget of \$101,000.00.

Motion 2 is to direct Administration to bring forward a corresponding budget amendment reflecting these modifications to the Marina CIP.
- Page 37 Item 4: CONTRACT AMENDMENT #1 WITH THE HOLMES GROUP, LLC (THG) FOR CONSULTING SERVICES (PORT GRANT PHASE 2)
Motion is to approve Amendment #1 to the Consultant Agreement with the Holmes Group, LLC, in an amount not to exceed \$30,000, for the purposes of providing additional consultant services for Marina redevelopment, and authorize the City Manager to sign the Agreement substantially in the form as attached.
- Page 51 Item 5: METRO COMMUNITY SHUTTLE DEMONSTRATION PROJECT AGREEMENT
Motion is to adopt the Des Moines Community Shuttle Demonstration Project Agreement between King County Metro and the City of Des Moines and authorize the City Manager to sign and implement the agreement substantially in the form presented.
- Page 71 Item 6: SOUTH 223RD STREET – PAVEMENT REHABILITATION PROJECT: CONSTRUCTION CONTRACT, CONSULTANT SERVICES CONTRACT SUPPLEMENT AGREEMENT 3: DESIGN COORDINATION WITH HIGHLINE WATER DISTRICT, AND CONSULTANT SERVICES CONTRACT SUPPLEMENTAL AGREEMENT 4: CONSTRUCTION INSPECTION SERVICES
Motion is to approve the Public Works Contract with Scarsella Bros Inc. (Contractor), for the South 223rd Street – Pavement Rehabilitation Project, in the amount of \$1,491,391.91, authorize a construction project contingency in the amount of \$200,000.00, and further authorize the City Manager to sign said Contract substantially in the form as submitted.

Page 143 Item 7: BARNES CREEK/KENT DES MOINES ROAD CULVERT PROJECT:
DESIGN AGREEMENT GCB 2959 WITH WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION (WSDOT)
Motion 1 is to approve Local Agency Agreement CGB2959 between the
City of Des Moines and the Washington State Department of
Transportation for the design and permitting of the Barnes Creek/Kent
Des Moines Road Culvert Replacement Project in the amount of
\$250,000.00, plus a \$50,000 contingency and further authorize the City
Manager or its designee to sign said Agreement, substantially in the form
as submitted.

Motion 2 is to direct administration to bring forward a budget amendment
for the 2018 SWM CIP to include the Barnes Creek/Kent Des Moines
Road Culvert Replacement Project as shown in Attachment 2.

Page 161 Item 8: 2018 4CULTURE GRANT ACCEPTANCE
Motion is to accept the grant from 4Culture for 2018 Arts Sustained
Support in the amount of \$7,500 for the City of Des Moines Arts
Commission programs, and authorize the City Manager to sign the grant
documents substantially in the form as attached.

Page 171 Item 9: APPOINTMENT OF CLAIMS FOR DAMAGES ACCEPTANCE AGENTS
Motion is to adopt Draft Resolution No. 18-035 updating the Acceptance
Agents for Claims for Damages filed against the City pursuant to chapter
4.96 RCW and superseding Resolution No. 1362.

NEW BUSINESS

Page 177 Item 1: WSDOT SR509 COMPLETION PROJECT-S 216TH STREET BRIDGE
MEMORANDUM OF UNDERSTANDING
Staff Presentation: Public Works Director Brandon Carver

EXECUTIVE SESSION

NEXT MEETING DATE

April 26, 2018 City Council Regular Meeting

ADJOURNMENT

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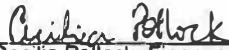
CITY OF DES MOINES
Voucher Certification Approval
12-Apr-18

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 Apr 12, 2018 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers through April 4, 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	153543 -	153732	771,098.87
Electronic Wire Transfers	1010 -	1019	484,927.76
Total claims paid			1,256,026.63
Payroll Vouchers			
Payroll Checks	19033 -	19035	1,852.82
Direct Deposit	120001 -	120164	334,525.06
Total Paychecks/Direct Deposits paid			336,377.88
Total checks and wires for A/P & Payroll			1,592,404.51

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MINUTES

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

January 20, 2018 – 8:30 a.m. - 2:00 p.m.

8:30 –10:00

Tour of Projects Within the City

(To assure all Councilmembers are on the same page relative to projects within the City)

At 8:39 a.m. Chief Operations Officer Dan Brewer provided a tour to various locations in the City of Des Moines.

Council in attendance aboard the City van were: Mayor Matt Pina; Deputy Mayor Vic Pennington; Councilmembers Traci Buxton, Jeremy Nutting, Luisa Bangs, Robert K. Back and Matt Mahoney.

Staff in attendance aboard the City van were: Chief Operations Officer Dan Brewer; Police Chief George Delgado; Community Development Director Susan Cezar; Parks, Recreation & Senior Services Director Patrice Thorell; Public Works Director Brandon Carver; Assistant Harbormaster Scott Wilkins; City Clerk/Communications Director Bonnie Wilkins.

The tour consisted of stops at the following locations and arrival times to each location:

- Leave City Hall @ 8:39 a.m.
- Des Moines Creek Business Park @ 8:52 a.m.
- Big Catch Plaza @ 8:59 a.m.
- Theater @ 9:05 a.m.
- Landmark on the Sound @ 9:16 a.m.
- Wooton Park @ 9:37 a.m.
- Highline College @ 9:54
- Return to City Hall @ 10:07 a.m.

CALL TO ORDER

Mayor Pina called the Retreat to order in Council Chambers at 10:17 a.m.

ROLL CALL

Council present:

Mayor Matt Pina; Deputy Mayor Vic Pennington; Councilmembers Traci Buxton, Jeremy Nutting, Luisa Bangs, Robert K. Back and Matt Mahoney.

Staff present:

City Manager Michael Matthias; Chief Operations Officer Dan Brewer; City Attorney Tim George; Acting Finance Director Cecilia Pollock; Police Chief George Delgado; Assistant Police Chief Bob Bohl; Community Development Director Susan Cezar; Parks, Recreation & Senior Services Director Patrice Thorell; Public Works Director Brandon Carver; Municipal Court Judge Lisa Leone; Harbormaster Joe Dusenbury; Assistant Harbormaster Scott Wilkins; Deputy City Clerk Renee Cameron; City Clerk/Communications Director Bonnie Wilkins.

- 10:00-10:15 Dynamic of a New Day: Project Versus Constituent Model
City Manager Matthias provided a power point presentation to Council.
- 10:15-10:45 Major City Initiatives and Policy and Budget Support
City Manager Matthias reviewed the capital projects and infrastructure with Council, as provided in the PowerPoint presentation.
- 10:45-11:00 Organizational Dynamic:
- Budget Highlights/Revenue.
City Manager Matthias discussed highlights to the budget and revenue including the Marina, Red Light Photo Enforcement and status of the General Fund.
 - Succession Planning:
City Manager Matthias discussed the needs for succession planning for upcoming vacancies within the City.
 - Police Department:
Assistant Chief of Police Bob Bohl.
 - Parks:
Parks, Recreation and Senior Services Director Patrice Thorell.
Senior Services Manager Sue Padden.
 - Human Resources:
Human Resources Manager Maureen Murphy.
 - Marina:
Harbormaster Joe Dusenbury.
 - Other Departments:
Court:
Court Security Officer Dave Foxley.
- 11:00-11:15 Break
Council elected to continue on the retreat agenda with no break occurring.
- 11:15-12:00 Council Help
- "One More Thing."
 - Communication:
 - Accountability (buy-in).
City Clerk/Communications Director Wilkins presented a PowerPoint presentation.
 - Council/Administration Roles.
 - Constituent Issues.
 - City Wide/Neighborhood Issues.
 - Agreement.

12:00-1:00 Working Lunch.

At 11:25 a.m. Council took a break for lunch and resumed the retreat at 12:24 p.m.

Individual Councilmember Priorities.
(2 highest priorities).
Council provided their 2 highest priorities.

1:00-2:00 Council Goals/Vision/Mission
(Establishing Short Term and Long Term Priorities)
The Council went over the 2017 Council Goals/Vision/Mission and the Short Term and Long Term Priorities, making suggestions and recommendations for 2018.

NEXT MEETING DATE

February 1, 2018 City Council Study Session

ADJOURNMENT

Direction/Action

Motion made by Councilmember Back to adjourn; seconded by Deputy Mayor Pennington.

The Motion passed 7-0.

The retreat was adjourned at 1:58 p.m.

Respectfully Submitted,
Renee Cameron, CMC
Deputy City Clerk

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MINUTES

DES MOINES CITY COUNCIL STUDY SESSION City Council Chambers 21630 11th Avenue South, Des Moines

February 1, 2018 – 7:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 7:03 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Nutting.

ROLL CALL

Council present: Mayor Matt Pina; Deputy Mayor Vic Pennington; Councilmembers Traci Buxton, Jeremy Nutting, Luisa Bangs, Robert Back and Matt Mahoney.

Staff present: City Manager Michael Matthias; Chief Operations Officer Dan Brewer; City Attorney Tim George; Assistant City Attorney Matt Hutchins; Community Development Director Susan Cezar; Public Works Director Brandon Carver; Police Chief George Delgado; Master Police Officer Justin Cripe; Police Officer Isaac Helgren; Special Transportation Project Manager Len Madsen; Consultant Grant Fredricks; Retired Assistant Police Chief Bob Bohl; and City Clerk/Communications Director Bonnie Wilkins.

COMMENTS FROM THE PUBLIC

- JC Harris, Des Moines; Airport issues.

DISCUSSION ITEMS

Item 1: POLICE STAFFING
Staff Presentation: Former Assistant Police Chief Bob Bohl

Former Assistant Police Chief Bohl gave a power point presentation to Council.

Direction/Action

Motion made by Deputy Mayor Pennington to direct administration to move forward with the establishment of a Recruit Training Program for the Police Department, with up to four positions, funded with one-time revenue if needed to cover costs for these four training positions if total Department expenditures exceed budgeted authority; seconded by Councilmember Nutting.
The motion passed 7-0.

Motion made by Mayor Pina to direct administration to bring forward a budget amendment as necessary to cover the additional one-time expenditures; seconded by Councilmember Nutting.
The motion passed 7-0.

Item 2: EMERGING ISSUES

- Tony Hettler, President Destination Des Moines; Presented the City with a \$20,000 check, in connection with Seattle Southside Regional Tourism Association, for 2016 summer events.
- Budget Proviso for an airport impact study.
- Puget Sound Regional Council Transportation Plan Comment Letter.

Item 3: STAFF UPDATE ON FEDERAL WAY LINK EXTENSION (FWLE)
Chief Operations Officer Brewer and Consultant Fredricks gave a power point presentation to Council.

At 8:28 p.m. Mayor Pina left the meeting due to illness and Deputy Mayor presided over the remainder of the meeting.

No formal action taken, informational purposes only.

Item 4: SUBSTITUTE DRAFT ORDINANCE NO. 15-206-A TO THE SITING OF
ESSENTIAL PUBLIC FACILITIES (EPFS)

Community Development Director Cezar gave a power point presentation to Council.

No formal action taken, informational purposes only.

At 9:06 p.m. Councilmember Back left the meeting.

At 9:06 p.m. Council took a 10 minute break and resumed the regular meeting at 9:16 p.m.

Item 5: 2018 CITY COUNCIL VISION, MISSION STATEMENT, GOALS AND
STRATEGIC OBJECTIVES

Councilmember Buxton suggested a few minor grammatical changes to the Vision and Mission Statement which were agreeable to the rest of the Council.

Item 6: ECONOMIC DEVELOPMENT DISCUSSION

Due to the length of the meeting, this item was moved to the March 1, 2018 City Council Study Session meeting.

NEXT MEETING DATE

February 15, 2018 City Council Regular Meeting

ADJOURNMENT**Direction/Action**

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

The motion passed 7-0.

The meeting was adjourned at 9:32 p.m.

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

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MINUTES

DES MOINES CITY COUNCIL STUDY SESSION City Council Chambers 21630 11th Avenue South, Des Moines

March 1, 2018 – 7:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 7:03 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Mayor Pina.

ROLL CALL

Council present: Mayor Matt Pina; Deputy Mayor Vic Pennington; Councilmembers Traci Buxton, Jeremy Nutting, Luisa Bangs, Robert Back and Matt Mahoney.

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

COMMENTS FROM THE PUBLIC

- There were no comments from the public.
-

DISCUSSION ITEMS

Item 1: EMERGING ISSUES

- City Manager Monthly Report
 - Staff presented their monthly report items to Council.
- 3rd & 4th Quarter City Manager Reports.
- Acknowledged the future retirement of Parks, Recreation & Senior Services Director Thorell, scheduled for June 30, 2018.

At 7:35 p.m. Council took a 5 minute break and resumed the regular meeting at 7:40 p.m.

- Police Debrief
 - Police Chief Delgado and Deputy Mayor Pennington, who is also Assistant Chief of Operations with South King Fire and Rescue, gave an update to Council on the recent incident at Highline College.
- Attended the Stakeholder Advisory Round Table (StART) Meeting at the Sea-Tac Airport.
- Economic Development Discussion power point.

- Item 2: AVIATION ADVISORY COMMITTEE 60 minutes
Because some Aviation Advisory Committee members were unable to attend the meeting, this item was moved to the April 5, 2018 City Council Study Session.

EXECUTIVE SESSION

- Item 1: At 8:16 p.m. Council went into Executive Session. The purpose of the Executive Session was to discuss the Performance of a Public Employee under RCW 42.30.110(1)(g). The Executive Session was expected to last approximately 60 minutes. In attendance were: Mayor Pina; Deputy Mayor Pennington; Councilmembers Mahoney, Back, Bangs, Nutting and Buxton. Staff in attendance were: City Manager Matthias; City Attorney Tim George.

At 9:09 p.m. Council ended the Executive Session and resumed the regular meeting.

No formal action was taken.

The Executive Session lasted 55 minutes.

NEXT MEETING DATE:

March 1, 2018 City Council Study Session.

ADJOURNMENT

Direction/Action

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

The meeting was adjourned at 9:15 p.m.

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

MINUTES

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

February 15, 2018 – 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 Back.

ROLL CALL

Council present: Mayor Matt Pina; Deputy Mayor Vic Pennington; Councilmembers Traci Buxton, Robert Back and Matt Mahoney.

Councilmembers Luisa Bangs and Jeremy Nutting were absent.

Direction/Action

Motion made by Deputy Mayor Pennington to excuse Councilmembers Bangs and Nutting; seconded by Councilmember Back.

The motion passed 5-0.

Staff present:

City Manager Michael Matthias; Chief Operations Officer Dan Brewer; City Attorney Tim George; Police Chief George Delgado; Community Development Director Susan Cezar; Parks Recreation & Senior Services Director Patrice Thorell; Recreation Manager Rick Scott; Senior Services Manager Sue Padden; Assistant City Attorney Matt Hutchins; Public Works Director Brandon Carver; Assistant Harbormaster Scott Wilkins; Deputy City Clerk Renee Cameron; City Clerk/Communications Director Bonnie Wilkins.

CORRESPONDENCE

- E-mail from John Kappler, Architectural Innovations; Complimented the City on their building department and great team.
- Letter from Des Moines Area Food Bank; Thanked Council for their support.
- E-mail from Highline School District; Highline High School Students moving to interim school location;
- E-mail from SeaTac Manager Scorcio;

COMMENTS FROM THE PUBLIC

- Laurie McEachern, Des Moines; Marina container village.
- Jeanne Serrill, Des Moines; Marina parking.
- J.J. Hesketh III, Spanway; Flag at Triangle Park.
- Ting Rice, Des Moines; Marina container village.
- JC Harris, Des Moines; Sustainable Airport Master Plan.
- Sheila Brush, Des Moines; Sea-Tac Airport growth. Ms. Brush provided Council a handout entitled "Sea-Tac Airport Impact Mitigation Study."
- Rick Johnson, Des Moines; Port of Seattle's Environmental Impact Study.
- Sandra Mock, Des Moines; Home prices in the city.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Back

- No report.

Councilmember Buxton

- Thanked Mayor/team relative to the Puget Sound Regional Letter.
- Attended Association of Washington Cities Action Days in Olympia:
 - Thanked Legislators for passing house budget.
- Attended Police Foundation Awards Banquet and Auction.
- Attended reception hosted by Pete von Reichbauer.
- Attended Community Connections Ribbon Cutting.
- Attended Adriana Senior Housing Open House.
- Opioid Abuse Presentation.
- Complimented City Staff.

Deputy Mayor Pennington

- No Report.

Councilmember Mahoney

- Thanked JJ Hesketh for his service.
- Attended Association of Washington Cities Action Days in Olympia.
- Attended Des Moines Police Foundation
- Attended South Shore Condominium meeting.
- Attended Pete von Reichbauer reception.
- Attended TM Sell's class at Highline College.
- Attended the Seattle Boat Show.
- Attended the Adriana Open House.
- Attended the Police Advisory Group meeting.
- Attended the Public Issues Committee meeting.
- Des Moines Legacy Foundation Playground Fundraiser.

PRESIDING OFFICER'S REPORT

- Item 1: **WESLEY HOMES BRAND**
Jean Stapleton, Sales and Community Relations, Wesley Des Moines; Unveiled their new updated logo, the services that Wesley provides and their continued growth to keep up with the changing times.
- Item 2: **OUTGOING HUMAN SERVICES COMMITTEE MEMBERS**
Members of the Human Services Committee were not able to be in attendance. Senior Services Manager Padden will present them with their Certificates of Appreciation at a future date.
- Item 3: **OUTGOING SENIOR SERVICES COMMITTEE MEMBERS**
Senior Services Manager Padden and Mayor Pina presented a Certificate of Appreciation to Jeanne Serrill for her dedication, focus and for making a real impactful change for seniors as she served on the Senior Services Committee. Ms. Serrill thanked the Manager Padden and the Mayor for the recognition.

- Presentation at TM Sell's class at Highline College
- Attended the Des Moines Police Foundation Awards Banquet and Auction.
- South Shore Condominium Presentation.
- Metro Shuttle Kickoff and Ribbon Cutting.
- Attended the Highline Forum meeting.
 - Airport impact analysis update.
 - Fleet changes and impacts.
 - Elimination of Human Trafficking.
- North Hill Community Club Quiet Skies Presentation.
- Adriana Senior Housing Open House.

ADMINISTRATION REPORT

- AVIATION ADVISORY COMMITTEE MEETING:
 - Port of Seattle and Sea-Tac Airport Stakeholder Group.

Item 1: PUGET SOUND REGIONAL COUNCIL

Direction/Action

Motion made by Mayor Pina to authorize the City Manager to take actions necessary for the City of Des Moines to become member of the Puget Sound Regional Council, and to bring forth a budget amendment in the amount of the membership dues that are estimated to be approximately \$9,600; seconded by Deputy Mayor Pennington.
The motion passed 5-0.

Item 2: MARINA CAFÉ LEASE

City Manager Matthias informed Council that information on the Marina Café will be put on the front page of the City's website.

Item 3: REPORTING INFORMATION TO COUNCIL

City Manager Matthias advised Council that changes are being made regarding the reporting of information to Council and that instead of the Council receiving the City Manager's Weekly Reports, Department Directors would each report directly to the Council during a Council Meeting/Study Session.

- AIRPORT BUDGET PROVISIO

Direction/Action

Motion made by Deputy Mayor Pennington to authorize the Mayor to sign and send a letter of support on behalf of the City Council regarding a budget proviso appropriation to fund an analysis of current and ongoing community and economic impacts of Sea-Tac International Airport aircraft operations; seconded by Councilmember Buxton.
The motion passed 5-0.

- CONTRACT ON LANDMARK ON THE SOUND FOR DEVELOPMENT PROPOSAL:
 - Open House on February 24th.

- Item 4: KING COUNTY YOUTH & AMATEUR SPORTS GRANTS AWARDS
Parks, Recreation & Senior Service Director Thorell and Recreation Manager Rick Scott presented a PowerPoint presentation to Council.

CONSENT CALENDAR

- Item 1: APPROVAL OF MINUTES
Motion is to approve the minutes from the January 11, 2018 Regular Council meeting, the minutes from the January 18, 2018 Executive Session and the January 18, 2018 Regular Council meeting.
- Item 2: NATIONAL SERVICE RECOGNITION DAY
Motion is to approve the Proclamation recognizing April 3, 2018 as National Service Recognition Day.
- Item 3: CITY OF DES MOINES ARTS COMMISSION APPOINTMENT
Motion is to confirm the Mayoral appointment of Nicholas Fannin to an unexpired three year term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2019.
- Item 4: ANNUAL MULTI CITY HUMAN SERVICES FUNDING PROGRAM
Motion is to approve Exhibit A for the 2018 Des Moines' planning, funding and implementation of a joint human services application and funding program as provided in the 2003 Memorandum of Understanding for the Joint Human Services Funding Program between the cities of Auburn, Burien, Covington, Des Moines, Federal Way, Renton, SeaTac, and Tukwila, substantially in the form as submitted.
- Item 5: INTERLOCAL AGREEMENT BETWEEN THE CITIES OF SEATAC, DES MOINES, COVINGTON, AND TUKWILA FOR PLANNING, FUNDING, AND IMPLEMENTATION OF A JOINT MINOR HOME REPAIR PROGRAM
Motion is to authorize the City Manager to approve revised Exhibit A of the Interlocal Agreement between the Cities of SeaTac, Des Moines, Covington and Tukwila, accepting \$29,625 for repairs plus \$2,500 personnel costs, for the Minor Home Repair Program substantially in the form as submitted.
- Item 6: 2018 CITY COUNCIL VISION, MISSION STATEMENT, GOALS AND STRATEGIC OBJECTIVES
Motion is to approve the City Council's 2018 Vision, Mission Statement, Goals and Strategic Objectives.
- Item 7: ADMINISTRATIVE SETTLEMENT POLICIES FOR REAL PROPERTY ACQUISITION
Motion is to approve Draft Resolution No. 17-142 establishing Administrative Settlement Policies and authorize the City Manager or designee to make administrative settlements up to 10% above Fair Market Value not to exceed \$50,000.

Direction/Action

Motion made by Deputy Mayor Pennington to approve the Consent Agenda; seconded by Councilmember Mahoney.
The motion passed 5-0.

Mayor Pina read the National Service Day Proclamation into the record.

NEW BUSINESS

- Item 1: DRAFT RESOLUTION 18-005: LONG-TERM AVIATION CAPACITY NEEDS IN WESTERN WASHINGTON
Staff Presentation: City Manager Michael Matthias

City Manager Matthias presented to Council Draft Resolution 18-005: Long-term Aviation Capacity Needs in Western Washington as stated in the Agenda Item.

Direction/Action

Motion made by Deputy Mayor Pennington to adopt Draft Resolution No. 18-005 requesting appropriate action to be taken by the King County Council, the Puget Sound Regional Council, the State Legislature, and the Governor's Office to address long-term aviation capacity needs in Western Washington; seconded by Councilmember Mahoney.

The motion passed 5-0.

- Item 2: SEA-TAC AIRPORT SUSTAINABLE AIRPORT MASTER PLAN, ENVIRONMENTAL REVIEW PROCESS AND ANALYSIS
Staff Presentation: City Manager Michael Matthias

City Manager Matthias presented to Council the Sea-Tac Airport Sustainable Airport Master Plan, Environmental Review Process and Analysis.

Direction/Action

Motion made by Councilmember Buxton to approve the Interlocal Agreement between the Cities of Burien, Des Moines, Normandy Park and SeaTac for environmental review of the Sea-Tac Airport Sustainable Airport Master Plan, and to direct the City Manager to execute the ILA, substantially in the form as attached; seconded by Deputy Mayor Pennington.

The motion passed 5-0.

- Item 3: FIRST READING - CITY COUNCIL RULES OF PROCEDURES UPDATES
Staff Presentation: City Attorney Tim George

City Attorney George presented to Council the first reading of the City Council Rules of Procedures Update as stated in the Agenda Item. He advised that the update includes the reorganization of the Council Committees to include Emergency Management, including the expected duration of the meetings, and removing the requirement to read the full title of adopted ordinances.

Direction/Action

Motion made by Mayor Pina to place Draft Resolution No. 18-012, adopting the proposed amendments to the *Des Moines City Council Rules of Procedure*, on the next available Consent Calendar for a second reading and approval; seconded by Councilmember Buxton.

The motion passed 5-0.

Item 4: MICHAEL BUNDY DONATION OF PROPERTY FOR PARKS AND RECREATION PURPOSES

Staff Presentation: Parks, Recreation & Senior Services Director
Patrice Thorell

Parks, Recreation & Senior Services Director Thorell provided a PowerPoint presentation to Council regarding the Michael Bundy Donation of Property for Parks and Recreation purposes to the Council.

Direction/Action

Motion made by Deputy Mayor Pennington to accept the donation of real property, Property Tax Parcel Nos. 05760000753, 05760000755, and 05760000760 by Michael G. Bundy to the City of Des Moines for public park purposes in perpetuity, and authorize the City Manager to sign and carry out the terms of the Donation Agreement substantially in the form as attached, once title research has been completed; seconded by Councilmember Mahoney.
The motion passed 5-0.

Motion made by Deputy Mayor Pennington to approve the designation of the park property donated by Michael G. Bundy as "Mary Gay Park"; seconded by Councilmember Buxton.
The motion passed 5-0.

Motion made by Councilmember Mahoney to remand discussion of potential uses for the Mary Gay Park to the Municipal Facilities Committee, and to approve a stub out for sewer hookup; seconded by Councilmember Buxton.
The motion passed 5-0.

NEXT MEETING DATE:

February 22, 2018 City Council Regular Meeting

ADJOURNMENT

Direction/Action

Motion made by Deputy Mayor Pennington to adjourn; seconded by Councilmember Mahoney.
The motion passed 5-0.

The meeting was adjourned at 9:00 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

February 22, 2018 – 7:00 p.m.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Bangs.

ROLL CALL

Council present: Mayor Matt Pina; Deputy Mayor Vic Pennington; Councilmembers Traci Buxton, Jeremy Nutting, Luisa Bangs, Robert Back and Matt Mahoney.

Staff present: City Manager Michael Matthias; Chief Operations Officer Dan Brewer; City Attorney Tim George; Police Chief George Delgado; Community Development Director Susan Cezar; Parks Recreation & Senior Services Director Patrice Thorell; Public Works Director Brandon Carver; Water Quality Specialist Tyler Beekley; Deputy City Clerk Renee Cameron.

PRESIDING OFFICER'S REPORT

With Council's indulgence, Mayor Pina moved Presiding Officer's Report up in the agenda to accommodate special guests in attendance.

Mayor Pina presented Michael G. Bundy's sister, Patricia Greene, a Certificate of Appreciate for her brother's recent donation of property.

- Met with John Brown, Executive Director of Puget Sound Regional Council.
 - Mayor Pina read letter from City to Josh Brown @ PSRC.

Item 1: **WASHINGTON SCUBA ALLIANCE**

- Mike Racine, Director of Government Affairs for Washington Scuba Alliance; gave power point presentation to Council regarding the dive project at Redondo Beach.

ADMINISTRATION REPORT

Item 1: **AVIATION ADVISORY COMMITTEE UPDATE**

- Aviation Advisory Committee Member Mark Proulx gave a report to Council on the February 12, 2018 meeting.
- Police Chief Delgado updated Council on the illegal discharge incident at Highline College.

CORRESPONDENCE

- There were no correspondences.

COMMENTS FROM THE PUBLIC

- Seaquyoiah Gordon, Owner of Training Wheelz Studio; Introduced new business in Des Moines.
- Bill Linscott, Des Moines; Communications.
- Woody Moses, Highline College MaST Center; Redondo Beach dive project.
- Rick Johnson, Des Moines; Supports Washington Scuba Alliance and geoduck harvesting.
- Tad Doviak, Des Moines; Mail theft.
- John Crispin, Des Moines; Undergrounding of utilities between Marine View Drive and 7th Avenue.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Bangs

- Municipal Facilities Committee meeting.
- Wine and Art Walk.

Councilmember Nutting

- Municipal Facilities Committee meeting:
 - Approved draft work plan.
 - Bundy property update.
- Economic Development Committee meeting:
 - Approved draft work plan.
- Highline School District 6th grade move to middle-school.
- Capital Facilities Advisory Committee for Highline School District meeting.
- Thanked staff for response, cleaning streets and communication.

Councilmember Buxton

- Poverty Bay Shellfish meetings.
- Commander Graddon presentation on Opioid epidemic.
- Art and Wine Walk.
- Communication with resident, Christa Fleming.

Deputy Mayor Pennington

- Washington Scuba Alliance.

Councilmember Mahoney

- Attended Town Hall for 33rd District.
- Met with Rick Johnson and learned about Redondo history.
- Incident at Highline College.
- Snow removal.
- Washington Scuba Alliance.

Councilmember Back

- No report.

PRESIDING OFFICER'S REPORT

- Huntington Park resident dinner at Verrazano's in Federal Way.
- Laborers Local 242 meeting.
- Landmark on the Sound Open House.
- Congratulated the Arts Commission on the Art and Wine Walk.

CONSENT CALENDAR

- Item 1: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and payroll transfer through February 14, 2018 included in the attached list and further described as follows:
- | | | |
|--|----------------|----------------------|
| Total A/P Checks/Vouchers | #152849-153309 | \$2,138,102.71 |
| Electronic Wire Transfers | #968-975 | \$ 519,133.01 |
| Electronic Wire Transfers | #976-976 | \$ 0.00 |
| Electronic Wire Transfers | #977-985 | \$ 285,230.06 |
| Electronic Wire Transfers | #989-993 | \$ 341,222.83 |
| Electronic Wire Transfers | #994-995 | \$ 0.00 |
| Electronic Wire Transfers | #996-996 | \$ 106,567.36 |
| Payroll Checks | #19014-19018 | \$ 870.22 |
| Payroll Deposit | #10001-10174 | \$ 320,920.67 |
| Payroll Checks | #19019-19023 | \$ 703.70 |
| Payroll Deposit | #30001-30171 | \$ 348,293.71 |
| Payroll Checks | #19024-19026 | \$ 2,693.43 |
| Payroll Deposit | #50001-50182 | <u>\$ 348,556.35</u> |
| Total Certified Checks, Wires, A/P and Payroll Vouchers: | | \$4,412,294.05 |

- Item 2: SECOND READING: CITY COUNCIL RULES OF PROCEDURE UPDATES
Motion is to adopt Draft Resolution 18-012 updating the *City Council Rules of Procedure*, on second reading.

Direction/Action

Motion made by Councilmember Nutting to approve the Consent Agenda; seconded by Councilmember Bangs.
 The motion passed 7-0.

OLD BUSINESS

- Item 1: POVERTY BAY SHELLFISH PROTECTION DISTRICT FORMATION
 Staff Presentation: Public Works Director Brandon Carver

Water Quality Specialist Beekley gave a power point presentation to Council.

No motion; informational purposes only.

Direction/Action

Motion made by Deputy Mayor Pennington to forward the presented information to the Department of Health and ask them to reconsider these facts and reopen the shellfish beds, to also forward this information to the King County Council and as that it be entered into the Record as they consider their Draft Ordinance to formally establish a Shellfish Protection District, and to attend the hearing on the Shellfish Protection District; seconded by Councilmember Bangs.
 The motion passed 7-0.

NEW BUSINESS

- Item 1: MARINA DISTRICT PEDESTRIAN ENHANCEMENT AND UTILITY
 UNDERGROUNDING PROJECT PHASE 1 – PROJECT AUTHORIZATION AND
 PSE SCHEDULE 74 AGREEMENT APPROVAL FOR DESIGN
 Staff Presentation: Public Works Director Brandon Carver

City Manager Matthias, Community Development Director Cezar and Public Works Director Carver gave a power point presentation to Council.

Direction/Action

Motion made by Deputy Mayor Pennington extend the meeting until 10:10 p.m.; seconded by Councilmember Back.
The motion passed 7-0.

Direction/Action

Motion made by Councilmember Back to direct staff to make the necessary arrangements to have all of the existing electrical and overhead distribution utilities undergrounded in accordance with the requirements of Chapter 12 of the Des Moines Municipal Code for the alley between 7th Avenue South and Marine View Drive from South 223rd Street to South 227th Street; seconded by Councilmember Bangs.
The motion passed 7-0.

Motion made by Councilmember Back to direct Administration to authorize Puget Sound Energy to proceed with the design of undergrounding the distribution system and joint utility trench for the aerial utilities, in accordance with the Schedule 74 Underground Conversion Project Design Agreement (Attachment 1) and sign such agreement in the form as submitted; seconded by Councilmember Bangs.
The motion passed 7-0.

Direction/Action

Motion made by Councilmember Nutting to extend the meeting until 10:20 p.m.; seconded by Councilmember Bangs.
The motion passed 7-0.

EXECUTIVE SESSION

At 10:06 p.m. Council went into Executive Session. The purpose of the Executive Session was to discuss the Performance of a Public Employee Under RCW 42.30.110(1)(g). The Executive Session is expected to last 10 minutes. In attendance were: Mayor Pina; Deputy Mayor Pennington; Councilmembers Buxton, Nutting, Bangs, Mahoney and Back. Staff in attendance were: City Manager Matthias; City Attorney George.

The Executive Session lasted 10 minutes. No formal action was taken.

NEXT MEETING DATE:

March 1, 2018 City Council Study Session.

ADJOURNMENT

The meeting was adjourned at 10:20 p.m.

Respectfully Submitted,
Renee Cameron, CMC
Deputy City Clerk

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Consolidation of Capital improvement projects at the Marina

ATTACHMENTS:

1. Electricity Flex Cables
2. Fuel Flex Hoses
3. Galvanized Fuel Pipes
4. Fuel Dispenser
5. Marina CIP Summary Sheets

FOR AGENDA OF: April 12, 2018

DEPT. OF ORIGIN: Marina

DATE SUBMITTED: April 4, 2018

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: *DSB*

- ☒ Legal *AG*
- ☒ Finance *CP*
- ☐ Courts
- ☐ Police

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

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval for three small capital improvement projects that were scheduled for 2017 (but were not completed), and to combine two of them, the Fuel Hose Replacement Project (403.454.070), and the Flex Hose Replacement Project (403.454.070), with the Fuel Dispenser Project. The request is to authorize the expenditure of the funds in 2018 to complete all three of the projects, and to bring forward a corresponding budget amendment in 2018.

Suggested Motions:

Motion 1: "I move to authorize Administration to move forward with the Fuel Hose Replacement Project and the Flex Conduit Replacement Project from the 2017 Marina CIP, and combine those projects with the New Fuel Dispenser Project in 2018, with a combined budget of \$101,000.00."

Motion 2: "I move to direct Administration to bring forward a corresponding budget amendment reflecting these modifications to the Marina CIP."

Background

The Marina had three small CIP projects scheduled for 2017. The first one, the Dock Electrical Replacement Project would replace the flex cables that carry electricity from the transformer to the guest moorage area, (Attachment 1) along with other improvements to the electrical system in the guest moorage area. The other two would replace the flex hoses that connect the fuel dispensers to the turbines in the fuel tanks, (Attachment 2) and some of the original galvanized steel pipes in the delivery system, (Attachment 3). Because of time constraints, these projects were not completed in 2017. The Marina also has a project scheduled for this year that would replace the fuel dispensers at the fuel dock. These dispensers are 20 years old and functionally obsolete (Attachment 4).

Discussion

The Marina staff would like to move the three uncompleted projects to 2018. Since the Fuel Hose Replacement Project, with a budget of \$21,000, the Flex Hose Project, with a budget of \$20,000 and the Fuel Dispenser Project, scheduled for 2018 with a budget of \$60,000, all involve the fuel system, it would reduce the down-time for the fuel dock if these three projects were combined into one larger project with a budget of \$101,000.00. The other project scheduled for 2017 but not completed, the Dock Electrical Replacement Project, with a budget of \$60,000 would be done as a separate project but at the same time because it also involves the guest moorage area and would also minimize the time the docks were without electricity.

Financial Impact

There would be no change in the total amount allocated for these three projects, but the CIP would need to be amended to show the three projects, Fuel Hose Replacement, Flex Hose Replacement and Fuel Dispenser Replacement, as one with a combined budget equal to the amount allocated to the three individual projects (Attachment 5).

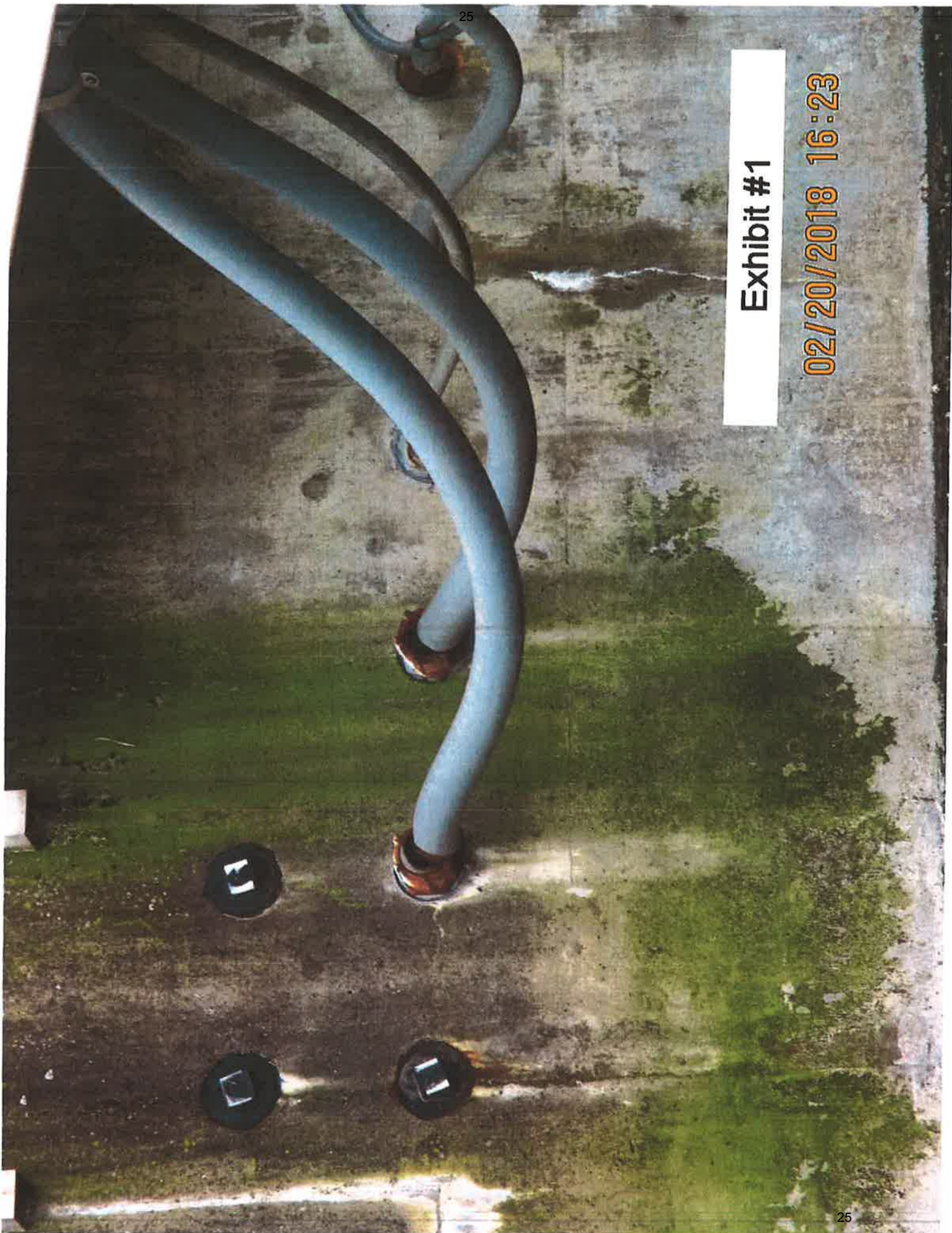
Conclusion

Staff recommends that the Council approve the suggested motions.

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Exhibit #1

02/20/2018 16:23



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Exhibit #2

02/20/2018 16:24



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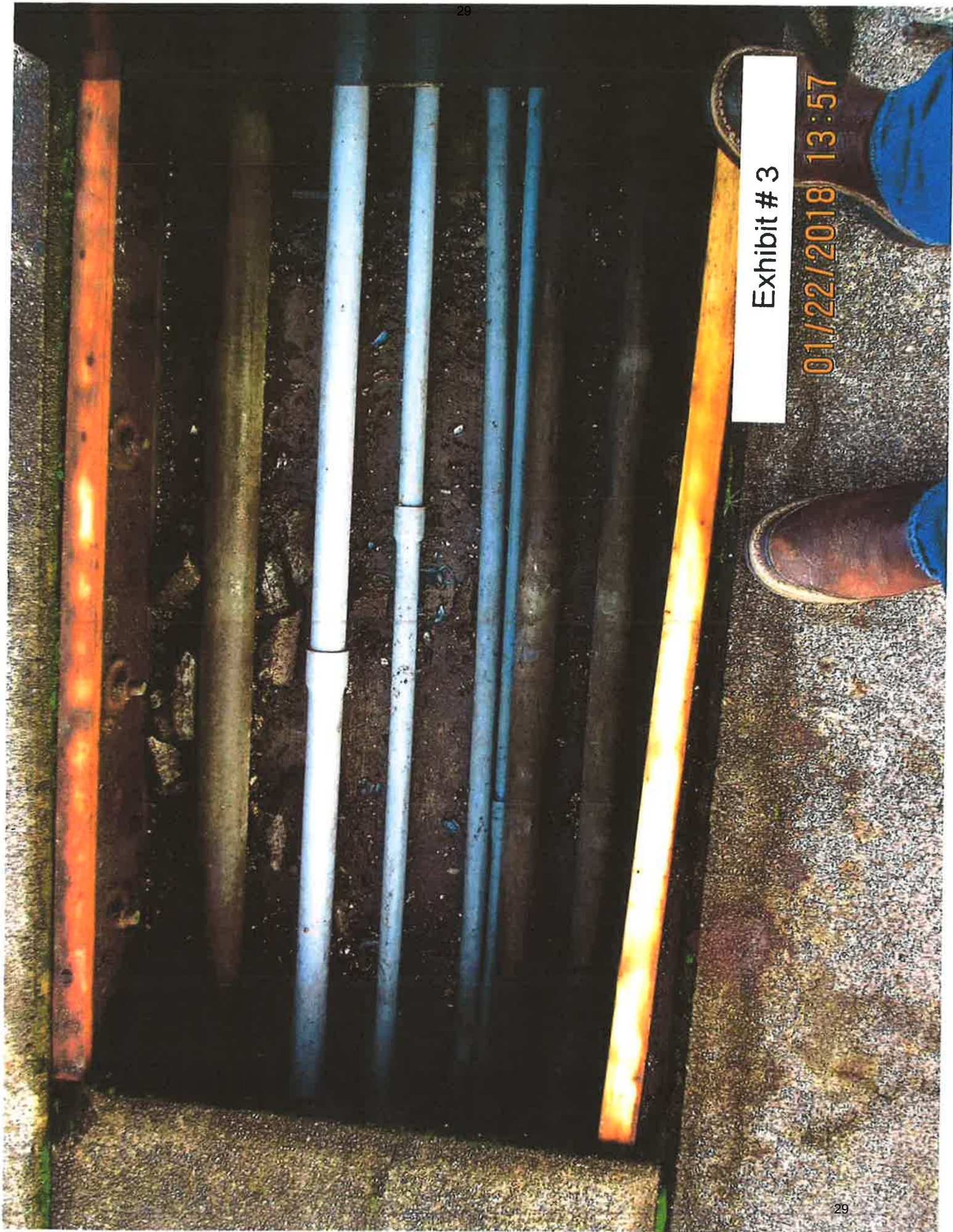


Exhibit # 3

01/22/2018 13:57

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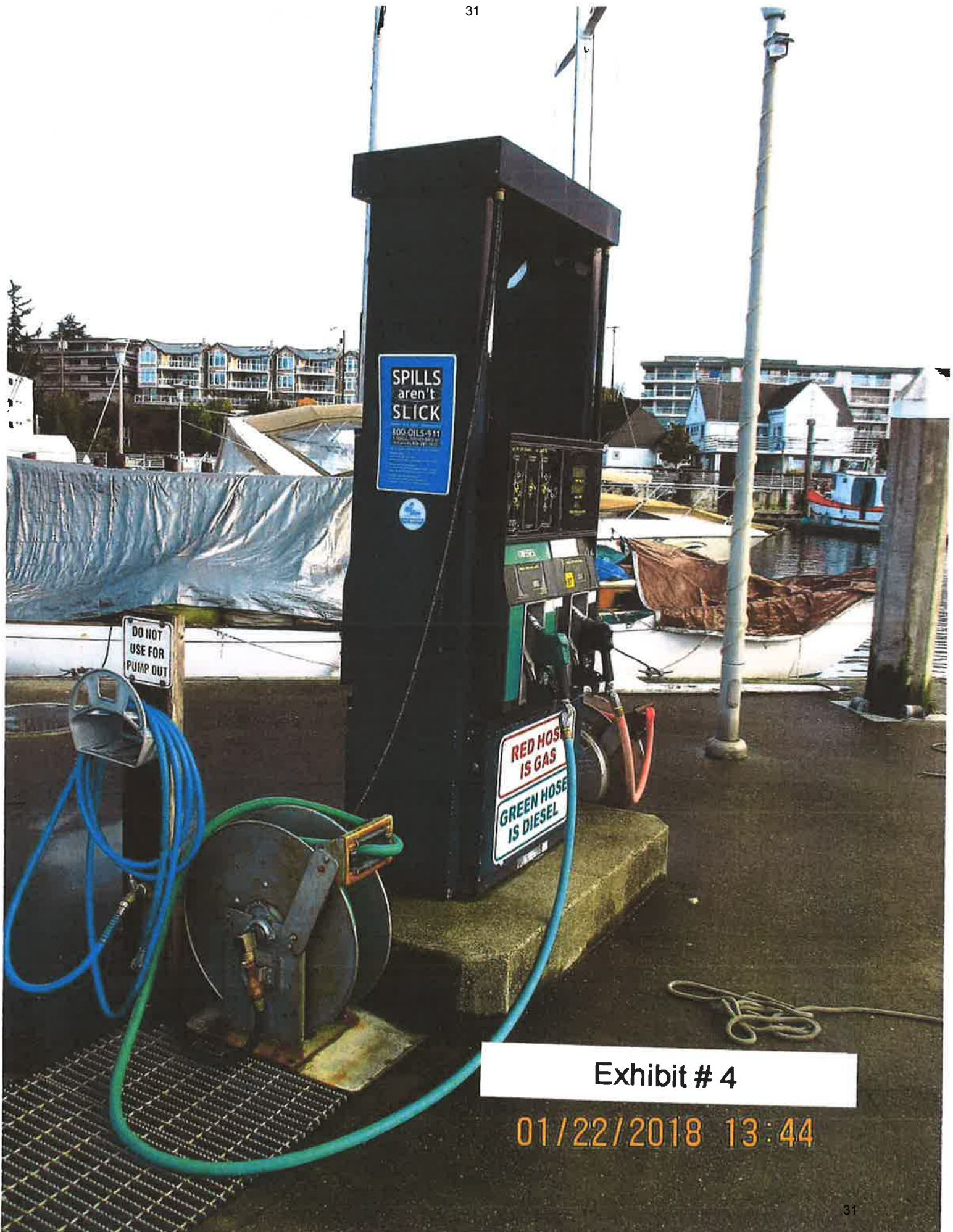


Exhibit # 4

01/22/2018 13:44

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Project Title: Secondary Containment Hoses Repl.		Project # 403.455.070		Summary Project Description: Repair/replace one of the secondary containment hoses in the fuel delivery											
		Operating Project		PROJECT ALLOCATIONS BY YEAR											
TOTAL PROJECT SCOPE				11/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate	Project to Date 12/31/16	Project To Date 12/31/2017	2017 Year to Date 12/31/2017	2017 Remaining	Estimated Year End 2017	Planned Year 2018	Planned Year 2019	Planned Year 2020	Planned Year 2021
Expenditures															
Design															
External Engineering															
Internal Engineering/Project Mgmt															
Other Misc (Advisory, Postage, Etc.)															
PropROW/Encumbrance															
Construction															
Construction Contract 1		19,800				19,800			19,800		19,800				
Consol Contract 1 - Contract Contingency															
Other															
Interfund Financial Services		200				200			200		200				
Contingencies															
Total Project Expense Budget:		20,000				20,000			20,000		20,000				
Funding Sources		1/1/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate	Project to Date 12/31/16	Project to Date 12/31/2017	2017 YTD 12/31/2017	2017 Remaining	Scheduled Year 2017	Scheduled Year 2018	Scheduled Year 2019	Scheduled Year 2020	Scheduled Year 2021		
Marine Rule Transfer		20,000		20,000				20,000	20,000						
Total Project Revenue Budget:		20,000		20,000				20,000	20,000						
Funding Source /Transfers															
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Project Title: Flex Conduits Replacement			Project # 403.454.070		Summary Project Description: Replace the flex conduits that house the power cables that feed the quest									
Operating Project			PROJECT ALLOCATIONS BY YEAR											
TOTAL PROJECT SCOPE			1/1/17	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate	Project to Date 12/31/16	Project To Date 12/31/2017	2017 Year to Date 12/31/2017	2017 Remaining	Estimated Year End 2017	Planned Year 2018	Planned Year 2019	Planned Year 2020	Planned Year 2021
Expenditures	Current CIP Budget													
Design														
External Engineering						*	*							
Internal Engineering/Project Mgmt				*		*	*							
Other Misc (Advisor, Postage, Etc.)				*		*	*							
PropRIETARY/Estimates				*		*	*							
Construction				*		*	*							
Construction Contract 1	20,760			*	20,760	*	*		20,760	20,760				
Consl Contract 1 - Contract Contingency				*		*	*							
Other				*		*	*							
Interland Financial Services	210			*	210	*	*		210	210				
Contingencies				*		*	*							
Total Project Expense Budget:			21,000		21,000	*	*		21,000	21,000				
Funding Sources			1/1/17	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate	Project to Date 12/31/16	Project to Date 12/31/2017	2017 YTD 12/31/2017	2017 Remaining	Scheduled Year 2017	Scheduled Year 2018	Scheduled Year 2019	Scheduled Year 2020	Scheduled Year 2021
Marina Rate Transfer			21,000	*	21,000	*	*		21,000	21,000				
Total Project Revenue Budget:			21,000		21,000	*	*		21,000	21,000				

SL Account Number	Vendor #
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Project Title: Dock Electrical Replacement

Project # 403.452.070

Summary Project Description:
Install new shore power pedestals and distribution wiring on docks H,J,K and

TOTAL PROJECT SCOPE				PROJECT ALLOCATIONS BY YEAR								
Expenditures	1/1/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate	Project to Date 12/31/16	Project To Date 12/31/2017	2017 Year to Date 12/31/2017	2017 Remaining	Estimated Year End 2017	Planned Year 2018	Planned Year 2019	Planned Year 2020	Planned Year 2021
Design												
External Engineering				*			*					
Internal Engineering/Project Mgmt				*			*					
Other Misc (Adviser, Prologis, Etc.)				*			*					
PropROW/Exemptions				*			*					
Construction												
Construction Contract 1	59,400		59,400	*			59,400	59,400				
Const Contract 1 - Contract Contingency				*								
Other				*								
Interfund Financial Services	600		600	*			600	600				
Contingencies				*								
Total Project Expense Budget	60,000		60,000	*			60,000	60,000				

001 000 000 341 43 99 00

Vendor #

SL Account Number
403.452.070-594.75-65.10
403.452.070-594.75-65.12
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403.452.070-594.75-65.33
403.452.070-594.75-65.33
403.452.070-594.75-65.80
403.452.070-594.75-65.80

Funding Sources			1/1/17 Current CIP Budget	2017 CIP Supplemental/ Request	2017 Revised CIP Budget Estimate	Project to Date 12/31/16	Project to Date 12/31/2017	2017 YTD 12/31/2017	2017 Remaining	Scheduled Year 2017	Scheduled Year 2018	Scheduled Year 2019	Scheduled Year 2020	Scheduled Year 2021
Marina Rate Transfer			60,000	-	60,000				60,000	60,000				
Total Project Revenue Budget:			60,000		60,000				60,000	60,000				

Funding Source

Transfers

401.452.401.337 00 00 00

CITY OF DES MOINES
2018 -2023 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

Fuel Dispenser

40.3

Summary Project Description:

Replace fuel dispensers.

CIP Category: Marina Capital Improvements

Managing Department: Marina

Justification/Benefits: By 2018 the fuel dispensers will be 20 years old. The dispensers are essentially a small computer in a stainless steel box. They are now obsolete. New dispensers will allow the Marina to take advantage of the latest technology and software for controlling fuel inventory.

PROJECT SCOPE		ANNUAL ALLOCATION									
Expenditures	Total Budget	Project to Date 12/31/16	Scheduled Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021	Plan Year 2022	Plan Year 2023		
Design	-	-	-	-	-	-	-	-	-	-	-
Land & Right of Way	-	-	-	-	-	-	-	-	-	-	-
Construction	60	-	-	60	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	60	-	-	60	-	-	-	-	-	-	-

Funding Sources		Project to Date 12/31/16	Scheduled Year 2017	Plan Year 2018	Plan Year 2019	Plan Year 2020	Plan Year 2021	Plan Year 2022	Plan Year 2023
Marina Rates	60	-	-	60	-	-	-	-	-
Total Funding	60	-	-	60	-	-	-	-	-

OPERATING IMPACT		ANNUAL OPERATING IMPACT									
Operating Impact	6 Year Total	2017	2018	2019	2020	2021	2022	2023			
Revenue	-	-	-	-	-	-	-	-	-	-	
Expenses	-	-	-	-	-	-	-	-	-	-	
Net Impact		-	-	-	-	-	-	-	-	-	

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Contract Amendment #1 with The Holmes Group, LLC (THG) for consulting services (Port Grant Phase 2)

ATTACHMENTS:

1. Amendment #1
2. Consultant Services Contract

FOR AGENDA OF: April 12, 2018

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: April 3, 2018

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 approval of Amendment #1 to the Consultant Agreement with The Holmes Group, LLC (THG) to provide additional consulting services to accomplish an expanded scope of work, specifically focusing on master-planning of a potential Des Moines waterfront stair connection site.

Suggested Motion

Motion 1: “I move to approve Amendment #1 to the Consultant Agreement with the Holmes Group, LLC, in an amount not to exceed \$30,000, for the purposes of providing additional consultant services for Marina redevelopment, and authorize the City Manager to sign the Agreement substantially in the form as attached.”

Background

The Port of Seattle has funded the “Economic Development Partnership” Grant for a second year – Phase Two. The Port Commission created this program to support partnerships with King County’s cities. The “Economic Development Partnership Program” provides cities per capita funding to support economic development projects in their communities. The City of Des Moines previously applied for and received grant funding from this program in Phase 1 and Phase 2 for a total of approximately \$62,000.

Discussion

In accordance with the terms of the Grant for Phase 2, the City contracted with THG, LLC to provide the following services:

The Consultant will complete Phase 2 of the Marina redevelopment work by assessing financial feasibility requirements, emphasizing sustainable development options and public/private partnerships. The elements of Phase 2 will be:

- a. Refine work on development concepts, updating work based on new information from the public outreach process, including the Community Open House conducted by the City on October 17, 2017 (summary to be provided by the City).
- b. Identify phasing options for Marina redevelopment and establish feasible design and feasible finance options.
- c. Present development phasing options and financial feasibility analysis to a City Council working session.

While this work in Phase 2 is currently being undertaken, additional items have been identified that would greatly assist in determining the financial feasibility of Marina redevelopment. Specifically, THG would expand the scope to include services for master-planning of a proposed Des Moines waterfront stair connection site. Site development studies for the stairway will include analysis of potential locations and sizes for potential development sites at the waterfront. A masterplan concept design phase shall be utilized to develop the project program, goals, concept, preliminary cost estimate and anticipated site plan approach. The final concept will be presented to the Des Moines City Council.

This amendment also extends the completion date of the contract through October of 2018 to allow for the expanded scope of work.

Financial Impact

The City would fully fund this amendment in an amount not to exceed \$30,000.

Recommendation

Administration recommends approval of the Draft Amendment.

CONTRACT AMENDMENT/ADDENDUM FORM
CONTRACT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF DES MOINES AND THG, LLC

THIS AMENDMENT/ADDENDUM is entered into on this 12th day of April, 2018, pursuant to that certain Contract entered into on the 30th day of November, 2017, between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and **THG, LLC**, (hereinafter "Contractor"),.

The parties herein agree that the original Contract shall remain in full force and effect, except for the amendments/addendums set forth as follows:

1.) **SECTION I** is amended to add the following language:

Description of Work: Scope of work is expanded to include services for masterplanning of the Des Moines waterfront stair connection site. Site development studies for the stairway will include analysis of potential locations and sizes for potential development sites at the waterfront. A masterplan concept design phase shall be utilized to develop the project program, goals, concept, preliminary cost estimate and anticipated site plan approach. The final concept will be presented to the Des Moines City Council.

2.) **SECTION II** is amended as follows:

Consultant shall complete the work described in Section I by October 31, 2018.

3.) **SECTION III** is amended to add the following language:

The City shall pay the consultant the additional amount of \$26,000 for the expanded scope of work. Additional services, including reasonable travel expenses for consultants may be authorized subject to written approval of both parties in an amount not to exceed \$4,000.

Except as modified hereby, all terms and conditions of contract dated November 30th, 2017, remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Addendum as of the date first above written.

THG, LLC: By: _____ <i>(signature)</i> Print Name: <u>Robert J. Holmes</u> Its <u>Managing Partner</u> <i>(Title)</i> DATE: _____	CITY OF DES MOINES: By: _____ <i>(signature)</i> Print Name: <u>Michael Matthias</u> Its <u>City Manager</u> <i>(Title)</i> DATE: _____ Approved as to form: _____ City Attorney DATE: _____
NOTICES TO BE SENT TO: THG, LLC: Robert J. Holmes THG, LLC 1324 N. Liberty Lake Road PMB 3661 Liberty Lake, WA 99019 (206) 999-2600 (telephone) RHolmes@thgadvisory.com (email)	NOTICES TO BE SENT TO: CITY OF DES MOINES: Michael Matthias City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 (206) 870-6554 (telephone) MMatthias@desmoineswa.gov (email)



CONSULTANT SERVICES CONTRACT between the City of Des Moines and THG, LLC

THIS CONTRACT is made between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and THG, LLC organized under the laws of the State of Washington, located and doing business at 1324 N. Liberty Lake Road PMB 3661, Liberty Lake, WA 99019 (hereinafter the "Consultant").

I. DESCRIPTION OF WORK.

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

See attached Scope of Work (Exhibit A)

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

II. TIME OF COMPLETION. The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Consultant shall complete the work described in Section I June 1, 2018.

III. COMPENSATION.

- A. The City shall pay the Consultant, based on time and materials, an amount not to exceed \$61,000 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract.

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

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

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

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

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

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(Various)

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

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

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

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

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

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

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

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

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

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

X. INDEMNIFICATION. Each party ("Indemnitor") shall defend, indemnify and hold the other party ("Indemnitee"), its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Indemnitor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Indemnitee.

Indemnitee's inspection or acceptance of any of Indemnitor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Indemnitor and the Indemnitee, its officers, officials, employees, and volunteers, the Indemnitor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Indemnitor's negligence.

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

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

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

No Limitation. Consultant's maintenance of insurance as required by the Contract shall not be construed to limit the liability of the Consultant to the coverage
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provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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

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

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

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

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

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

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

D. Verification of Coverage Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily

limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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

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

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

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

XVI. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

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

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

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

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

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

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

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

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(Various)

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

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

CONSULTANT:  By: _____ <i>(signature)</i> Print Name: <u>Robert J. Holmes</u> Its <u>Managing Partner</u> <i>(Title)</i> DATE: <u>November 15, 2017</u>	CITY OF DES MOINES: By: _____ <i>(signature)</i> Print Name: <u>Michael Matthias</u> Its <u>City Manager</u> <i>(Title)</i> DATE: _____ Approved as to form: _____ City Attorney DATE: _____
NOTICES TO BE SENT TO: CONSULTANT: Robert J. Holmes THG, LLC 1324 N. Liberty Lake Road PMB 3661 Liberty Lake, WA 99019 (206) 999-2600 (telephone) Rholmes@thgadvisory.com (email)	NOTICES TO BE SENT TO: CITY OF DES MOINES: Michael Matthias City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 (206) 870-6554 (telephone) MMatthias@desmoineswa.gov (email)

EXHIBIT A – SCOPE OF WORK

The Consultant will complete Phase 2 of the Marina redevelopment work by assessing financial feasibility requirements, emphasizing sustainable development options and public/private partnerships. The elements of Phase 2 will be:

- a. Refine work on development concepts, updating work based on new information from the public outreach process, including the Community Open House conducted by the City on October 17, 2017 (summary to be provided by the City).
- b. Identify phasing options for Marina redevelopment and establish feasible design and feasible finance options.
- c. Present development phasing options and financial feasibility analysis to a City Council working session.

2. Goals, Deliverables and Final Report:

Goals:	Strategies:	Deliverables:
Refine work produced in Phase 1 on development options based on community input, private sector investment and public sector investment	Identify first phase of Marina redevelopment including public infrastructure and amenities with private sector development opportunities	A plan that outlines first phase development options, including siting buildings, proposed uses, and financial feasibility. Provide presentation to City Council on the product developed. (May, 2018)
Identify financial feasibility strategies for Marina redevelopment in the context of development phasing options	This will be integrated with the first Goal above, in terms of identifying first phase development options and feasible financing strategies including public and private investment	A plan that outlines a financial feasibility strategy providing a pathway for the first phase of Marina redevelopment. An outline of potential future phases of Marina redevelopment. Plan, outline and financial feasibility analysis will be presented to City Council. (May, 2018)

Meetings:

1. Kick off meeting with City Staff.
2. Presentation of deliverables to City Council.

Timing:

Deliverables to be received by the City no later than May 1, 2018.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Metro Community Shuttle
Demonstration Project Agreement

FOR AGENDA OF: April 12, 2018

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: March 30, 2018

ATTACHMENTS:

1. Community Shuttle Demonstration Project Agreement between the City of Des Moines and King County Metro
2. City of Des Moines/ Metro Shuttle Brochure and Timetable

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DSB

- ☒ Legal 56
- ☒ 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 for City Council to approve the Community Shuttle Demonstration Project Agreement with King County Metro that endorses continued operation of Community Shuttle Route 635 as well as accepts funds from Metro to participate in midblock pedestrian access improvements along 24th Avenue S. The following will appear on the consent calendar:

Suggested Motion

Motion 1: "I move to adopt the Des Moines Community Shuttle Demonstration Project Agreement between King County Metro and the City of Des Moines and authorize the City Manager to sign and implement the agreement substantially in the form presented."

Background

The King County Council approved \$15 million for the Community Connections program in the 2017-2018 biennium budget as the King County Metro Alternative Services Program (Metro). Community Connections is the new name for the program (March 2017).

In 2016, City of Des Moines staff applied to be a participant under this program to establish a demonstration pilot project to fill a gap in transit service linking the Angle Lake Link Light Rail Station and the downtown Marina District via the Des Moines Creek Business Park. The overall intent of program is to develop innovative and cost-efficient transportation solutions in areas of King County that don't have the infrastructure, density, or land use to support regular fixed route services. The City was shortlisted and selected as a candidate for these services contingent upon developing a plan for a pilot program.

Discussion

In early spring, 2017 City staff assumed the lead in helping Metro in identifying public transportation needs and alternatives that might best meet community needs. A stakeholders group of more than 30 representatives from the Marina District, Wesley Homes and businesses surrounding the Des Moines Creek Business Park participated in a several meetings to define the demonstration project. Metro reached out to the employees of these businesses, with an “all hands” effort at the FAA, to identify needs and make recommendations to enhance public transportation services. Final recommendations from Metro evolved in the fall including three pilot projects: 1. A frequent peak period Community Shuttle linking the downtown with the Angle Lake Station; 2. A program termed “Midday Your Way” that would fill in midday service needs of employees and others; and, 3. A van share program that would provide other direct commuter service connections that are not served by the pilot or other fixed route services. The terms of the two year Community Shuttle pilot are addressed in Attachment 1.

In January, 2018, in advance of occupancy of the FAA Regional Headquarters, the Des Moines Community Shuttle, Route 635, was launched as a frequent peak period operation in an attempt to capture commuters. (See Brochure, Attachment 2). The FAA settled in the new facility in late February and ridership is building.

Metro and the City will evaluate the shuttle service and rider needs through March 20, 2020, the duration of the agreement, unless extended by mutual agreement. The current span of service is 5:21 AM and 9:14 AM; 2:12 PM and 6:51 PM on weekdays. As noted in Attachment 1, Section 3.1, “...(t)he parties will jointly monitor the level of service and may, if Metro approves, adjust the frequency and span of service to respond to use and changing needs in the service area.” Representatives of the Senior Advisory Committee have expressed a need for midday service.

In addition, the agreement provides matching funds between Metro and the City to construct a marked ADA/pedestrian crossing, using rectangular rapid flashing beacons placed approximately mid-corridor on 24th Avenue S between S. 208th Street and S. 216th St. A northbound and southbound transit stops will be located adjacent to the ADA accessible crossing. It is proposed that the City will lead design and construction of this effort and estimated to cost approximately \$95,000. The City worked with Metro to establish and maintain stops along the route. The cost of the mid-block crossing enhancement will be split between the City = \$45,000 and Metro = \$50,000.

Alternatives

During public presentations on the project, the City Council endorsed the project to improve mobility and transportation sustainability. Not approving the agreement will jeopardize the City's commitment to continue participating in the partnership as well as construction of the capital improvement on 24th Avenue S.

Financial Impact

The finance and budget office have identified one-time funds in the amount of \$45,000 to match the \$50,000 committed by Metro to support better pedestrian access to the shuttle.

Recommendation

Staff recommends adoption of the motion as presented.

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COMMUNITY SHUTTLE DEMONSTRATION PROJECT AGREEMENT**Between****THE CITY OF DES MOINES****And****KING COUNTY**

THIS COMMUNITY SHUTTLE DEMONSTRATION PROJECT AGREEMENT ("Agreement") is made by and between the City of Des Moines, a Washington municipal corporation ("City") and King County, a political subdivision of the State of Washington, through its Department of Transportation, Metro Transit Division ("County" or "Metro"), either of which may be referred to hereinafter individually as "Party" or collectively as the "Parties."

WHEREAS, Metro operates a public transportation system in King County, including routes within Des Moines boundaries; and

WHEREAS, in July 2011, via Ordinance 17143, the King County Council adopted the King County Metro Transit Strategic Plan for Public Transportation 2011-2021 (the "Strategic Plan") and Service Guidelines; and

WHEREAS, the Strategic Plan and Service Guidelines have been amended from time to time and in June 2016, via Ordinance 18301, the most recent updates to the Strategic Plan and Service Guidelines were adopted; and

WHEREAS, strategies 2.1.1, 2.1.3, and 2.1.4 of the Strategic Plan encourage Metro to design and offer a variety of transportation products and services, including non-fixed-route transit service, that meet different mobility needs and provide value to all areas of King County; and

WHEREAS, strategies 6.2.3 and 6.2.4 of the Strategic Plan call for Metro to develop and implement alternative public transportation services and delivery strategies; and

WHEREAS, in September 2012, the King County Council, via Motion 13736, accepted the King County Metro Transit Five-Year Implementation Plan for Alternatives to Traditional Transit Service Delivery ("Five-Year Implementation Plan"), which calls for Metro to establish alternatives to traditional transit service as an integral part of a comprehensive transit system, and use it as an option to, among other things, meet unmet travel needs; and

WHEREAS, in November 2016, the King County Council, via Ordinance 18409, appropriated \$15 million for the 2017-2018 biennium to implement an alternative services demonstration program consistent with the Strategic Plan and Five-Year Implementation Plan that will more effectively serve the affected communities, with a range of transportation and mobility services that may be different for each community depending on its needs and circumstances; and

WHEREAS, the County's alternative services program allows Metro to collaborate with local agencies to design transportation services that meet community transportation needs not met by fixed-route or other traditional transit service, or in locations where fixed-route bus service is cost prohibitive; and

WHEREAS, the City and the County share the objective of improving mobility and increasing travel-options and access to public transportation in Des Moines; and

WHEREAS, as part of Metro's efforts to expand alternative transit service delivery in King County in order to more effectively serve communities where fixed-route transit service may not be effective, the Parties desire to engage in a collaborative effort to develop a demonstration Community Shuttle service and evaluate its efficacy as an alternative transit service in the Des Moines area; and

WHEREAS, the Community Shuttle demonstration project ("Project") provided for herein provides for an alternative service that may require adjustments during the term of this Agreement in order to achieve the Parties' objectives and serve the community more effectively;

NOW, THEREFORE, in consideration of the terms, conditions and mutual promises set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the terms and conditions by which the Parties will develop a demonstration Community Shuttle service as an alternative transportation service pilot project.

2. DEFINITIONS

- 2.1 Alternative services program. A program consisting of demonstration projects designed to provide non-fixed-route public transportation service to areas of King County that

lack the infrastructure, density, or land use to support traditional fixed-route transit service, or that have been significantly impacted by fixed-route service reductions.

- 2.2 Flexible service area. A designated area in which limited, off-route deviations may be made upon request and with advance notice.
- 2.3 Level of service. The total number of trips provided while a specified route is in operation.
- 2.4 ORCA. Acronym for “One Regional Card for All,” a regional fare payment system using smart card technology.
- 2.5 Peak service. Transit service operated between the hours of 5:00 AM and 9:00 AM and between 3:00 PM and 7:00 PM on weekdays.
- 2.6 Portable FTP. A fare transaction processor (“FTP”) used to accept ORCA cards and that is capable of being removed from a transit vehicle for purposes of downloading data.
- 2.7 Service frequency. The number of trips in the same direction of travel within a specified time frame, usually expressed as the number of trips per hour.
- 2.8 Service quality. Transit service on-time performance, which may be affected by numerous variables including traffic congestion and increased ridership per trip.
- 2.9 Service span. The amount of time each day in which a specified route is operating.

3. DUTIES AND RESPONSIBILITIES OF THE PARTIES FOR THE OPERATION AND FUNDING OF A DES MOINES COMMUNITY SHUTTLE DEMONSTRATION PROJECT

- 3.1 Des Moines Community Shuttle Demonstration Service Description. The County will provide peak period service that will operate generally between Angle Lake Link Light Rail Station Street and the intersection of S 227th St and Marine View Drive with a flexible service area serving Wesley Gardens and Wesley Terrace. The Des Moines Community Shuttle will be operated for an initial demonstration period beginning Spring 2018 and ending at the close of Metro’s Fall 2019 service change on March 20, 2020.

The anticipated frequency and span of the Des Moines Community Shuttle demonstration service is identified in Exhibit A, which is attached hereto and incorporated herein by this reference. The Parties will jointly monitor the level of service and may, if Metro approves, adjust the frequency and span of service to respond

to use and changing needs in the service area. The Des Moines Community Shuttle will be open to the general public.

- 3.2 Service Operations. The County retains responsibility for scheduling and operating the Des Moines Community Shuttle and will manage the service in accordance with its standard procedures. The County will monitor service quality in accordance with its established standards and policies. As an alternative transit service demonstration project, the Des Moines Community Shuttle will be designated as Metro route number 635 and be included in Metro's Online Trip Planner. The vehicles will be branded consistent with the County's alternative services program guidelines. The Des Moines Community Shuttle will be part of the ORCA regional fare system and regular Metro fares will be charged for the service.

The Parties agree to meet as needed and in a timely manner to address any operational or service issues that arise, including capacity or performance issues.

- 3.3 Communication and Service Information Procedures. The County will follow its standard procedures for developing and distributing Des Moines Community Shuttle service information to the public using its existing communications tools and activities. No printed timetable will be produced for Route 635 to allow more flexibility in making adjustments to the service schedule. If the Parties determine there is an additional communication need related to the Des Moines Community Shuttle demonstration service, the Parties will coordinate that effort through their respective communications and marketing staff. The City will, in cooperation with the County, use reasonable efforts to communicate and promote the Des Moines Community Shuttle demonstration service to the general public including employers/employees in the service area.

- 3.4 Service Performance Review. The Parties' designated contacts listed in Exhibit A will meet at least twice each year to review service performance and, if warranted, to propose adjustments for the success of the demonstration service. Specific metrics and performance indicators are included in Exhibit A. The Parties will also evaluate the need for midday and weekend service in the context of the performance of related pilot services, specifically, *Midday Your Way* for midday service and *Flex VanPool* for weekend commute needs. An evaluation of the demonstration service, along with other alternative services, will be included in the Community Connections section of the County's Annual System Evaluation Report. Evaluation data will be taken into consideration when determining any proposed extension or modifications to this Agreement.

- 3.5 24th Avenue S. Mid-block Stop. The City will be responsible for all tasks and activities required for the design, construction and inspection of a midblock transit stop and crossing on 24th Avenue South (the "Improvements"). The Improvements are to include, but are not limited to, ADA ramps, a pedestrian refuge, markings and solar powered rectangular rapid flashing beacons. The cost of the Improvements is estimated to be \$95,000. The County will reimburse the City for actual costs of the Improvements in an amount not to exceed \$50,000 (the "Reimbursement Cap") subject to County review and approval of the design; provided, however, that neither the County's review nor approval of the design plans will relieve the City of its responsibility for the improvements and for any liability that may arise out of the design and construction of such improvements. The City will pay for all other costs associated with the Improvements, including but not limited to administration, engineering, construction, and inspection costs, currently estimated to be \$45,000. The County is not responsible for funding any costs associated with the design, construction and maintenance of the improvements except as specifically provided for herein.

The City shall be solely responsible for obtaining any and all necessary land use, development and construction permits, licenses, easements and required approvals of any kind whatsoever to undertake the design and construction of the Improvements. The City shall be responsible for complying with all applicable federal state and local laws and regulations, including but not limited to compliance with any applicable prevailing wage statutes and environmental laws, and shall also ensure that any of its subcontractors comply with all applicable laws and regulations. The City will ensure that the Improvements are constructed and maintained consistent with best standards and industry practices and consistent with design approval by the County.

4. INVOICES/PAYMENT PROCEDURE

Upon physical completion of the Improvements, the City will invoice the County for actual costs incurred in the design and construction of the Improvements, subject to the Reimbursement Cap, as provided for in Subsection 3.5 of the Agreement. The invoice shall provide sufficient detail and/or supporting documentation to validate the actual costs for which the City seeks reimbursement. The County shall pay the invoiced costs, subject to the Reimbursement Cap, within thirty (30) days of receipt of the invoice; provided that if the County disputes the charges, documentation or completeness of the invoice, the County will provide written notice of any such objections to the City in within ten (10) business days after receipt of the invoice. The Parties shall use their best efforts to promptly resolve any such dispute. Any such dispute will be subject to the dispute resolution procedures set forth at Section 8 of this Agreement. If the County does not dispute the invoice, should the County fail to pay the City the amount due within thirty (30) days of the receipt of the invoice from the City, interest will be applied to any

outstanding balance due. Interest will be assessed at the maximum rate allowable under Washington state law.

5. EFFECTIVE DATE AND DURATION

This Agreement shall be effective upon its execution by all Parties and shall remain in effect until March 20, 2020 unless earlier terminated pursuant to the provisions of Section 6 of this Agreement. It is the Parties' expectation that the Des Moines Community Shuttle demonstration service provided for herein will continue as a demonstration project until March 20, 2020 with adjustments possible during that time as described in Section 3.5 (Service Performance Review) of this Agreement, and in more detail in Exhibit A. During this period Metro will, in consultation with the City, monitor and evaluate the service, measuring key performance indicators as outlined in Exhibit A. If, after the initial Agreement period, the demonstration service is deemed viable by both Parties, and both County and City funds are available to continue supporting the service, the demonstration service may be converted to regular service, subject to approval by the King County Council. Alternatively, if the Parties determine that further evaluation of the service is needed, the demonstration Agreement may be extended for another 12-month pilot period. Any such mutually acceptable extension must be in the form of a written amendment to this Agreement signed by authorized representatives of the Parties. If after one 12-month extension, the service is deemed not viable by all Parties, the Agreement will be terminated.

6. TERMINATION

- 6.1 Termination for Cause. Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement. Written notice of such termination and a description of the breach must be given via certified mail by the Party proposing termination to the breaching Party not less than sixty (60) days prior to the effective date of termination. The breaching Party shall be given this sixty days in which to cure its material breach. If the breaching Party fails to cure within sixty days, the Agreement is immediately terminated. Upon termination, the Parties shall determine final costs and payments to be made by each Party.
- 6.2 Termination for Non-appropriation or Loss of Grant Funding. Upon written notice, the County may immediately terminate this Agreement for non-appropriation or if there is a reduction in or loss of any grant funding necessary to cover the costs of the Agreement. If possible, the County will provide written notice thirty (30) calendar days prior to the effective date of termination.

6.3 Termination for Convenience. Either Party may terminate this Agreement for convenience and without cause by giving the other Party written notice of such termination at least thirty (30) calendar days prior to the effective date of termination.

6.4 Pre-termination Costs. Termination by either Party shall not release the other Party from liability for or extinguish claims or obligations it has to third parties existing as of the time of termination. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of the Agreement.

7. NOTIFICATION AND IDENTIFICATION OF CONTRACT MANAGEMENT AND PROJECT CONTACTS

7.1 Notice. Any notice required or permitted to be given pursuant to this Agreement shall be in writing, and shall be sent postage prepaid by U.S. Mail, return receipt requested, to the contact persons and addresses identified in Subsection 7.3 of this Agreement unless otherwise indicated by the Parties in writing.

7.2 Contact Persons and Addresses. The Parties shall designate a contact person ("Designated Contact" or "Contract Manager") for purposes of sending inquiries and notices regarding the execution and fulfillment of this Agreement. Any changes to the Designated Contact person or address information shall be promptly provided in writing or electronic mail to the other Parties. Any update to the Contract Managers shall state the effective date of said update.

7.3 Designation of Contact Persons and Addresses. As provided for in Subsection 7.2, the Parties designate the following contact persons for the management and administration of this Agreement:

Contract Manager	Des Moines	King County Metro
Contact Name	Leonard Madsen	Cathy Snow
Title	Special Transportation Project Manager	Community Connections Program Manager
Address	21650 11 th Ave S Des Moines, WA 98198	King County Metro King Street Center – KSC-TR-0411 201 S. Jackson Street Seattle, WA 98104-38565
Telephone	206 353 1328; 206 870 6523	206-477-5760
E-Mail	LMADSEN@DESMOINESWA.GOV	cathleen.snow@kingcounty.gov

8. DISPUTE RESOLUTION

The Parties, through their Designated Contacts identified in Subsection 7.3 of this Agreement, shall use their best efforts, through good faith discussion and negotiation, to resolve any disputes pertaining to this Agreement that may arise between the Parties. If the Designated Contacts are unable, after good faith efforts, to resolve a dispute, the Des Moines City Manager or his/her designee and the General Manager of Metro or her/his designee shall confer and exercise good faith to resolve the dispute. In the event the Des Moines City Manager and the General Manager of Metro are unable to resolve the dispute, the Parties may, if mutually agreed in writing, submit the matter to non-binding mediation. The Parties shall then seek to mutually agree upon the mediation process, who shall serve as the mediator, and the time frame in which the Parties are willing to discuss the disputed issue(s). If the Parties cannot mutually agree as to the appropriateness of mediation, the mediation process, who shall serve as mediator, or the mediation is not successful, then either Party may institute legal action in the King County Superior Court, situated in Seattle, Washington, unless another venue is mutually agreed to in writing. The Parties agree to exhaust each of these informal dispute resolution efforts before seeking to resolve disputes in a court of law or any other forum.

9. RECORDS RETENTION AND AUDIT

9.1 Maintenance of Records. During the term of the Agreement and for a period not less than six (6) years from the date of its expiration or earlier termination, the records and accounts pertaining to this Agreement are to be kept available by all Parties for inspection and audit by any other Party and the State Auditor, and copies of all records, accounts, documents, or other data pertaining to the Agreement will be furnished upon reasonable notice. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period.

9.2 Disclosure of Public Records. The Parties acknowledge and agree that all non-privileged, non-exempt records that may be maintained pursuant to Subsection 9.1 of this Agreement are subject to public disclosure under the Washington State Public Records Act, Chapter 42.56 RCW.

10. NONDISCRIMINATION

The Parties agree to comply with all applicable federal, state, and local laws, rules, and regulations pertaining to nondiscrimination and agree to require the same of any and all

subcontractors providing services or performing any work using funds provided under this Agreement. During the performance of this Agreement, no Party nor any entity subcontracting under the authority of this Agreement, shall discriminate or tolerate harassment on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the administration or delivery of services or any other benefits under this Agreement. King County Code Chapter 12.16 and 12.17 are incorporated herein by reference, and such requirements shall apply to this Agreement.

11. FORCE MAJEURE

Either Party to this Agreement shall be excused from performance of its responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its control, including, but not limited to: late delivery or nonperformance by vendors of materials or supplies; any incidence of fire, flood, snow, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; order of any court or civil authority; commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such cause is presented to the other Parties to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing.

12. INDEMNIFICATION

The City shall protect, defend, indemnify, and save harmless the County, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, including damages for injuries to persons and/or damage to tangible property, arising out of, or in any way resulting from, the acts or omissions of the City and its officers, employees or agents including, but not limited to, all claims against the County by an employee of the City or any of its agents or subcontractors. The County shall protect, defend, indemnify, and save harmless the City, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, including damages for injuries to persons and/or damage to tangible property, arising out of, or in any way resulting from, the acts or omissions of the County and its officers or employees including, but not limited to, all claims against the City by an employee of the County or any of its subcontractors. The Parties each expressly waive by mutual negotiation all immunity and limitation on liability under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be

applicable in the case of such claim. In the event that any Party incurs any costs including attorneys' fees to enforce the provisions of this Section 12, all such costs and fees shall be recoverable from the Party breaching the terms of this Section. The obligations of this section shall survive any expiration or earlier termination of this Agreement. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

13. CHANGES AND MODIFICATIONS

This Agreement may be amended or modified only by prior written agreement signed by the Parties hereto. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties hereto.

14. GENERAL TERMS AND CONDITIONS

- 14.1 No Agency, Partnership, or Third Party Beneficiaries. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no rights to any other person or entity. No joint venture, agent-principal relationship, or partnership is formed as a result of this Agreement. No officers, employees or agents of one Party, or any of its contractors or subcontractors, shall be deemed, or represent themselves to be, employees or agents of the other Parties.
- 14.2 Waiver of Default. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by authorized representatives of the Parties, and attached to the original Agreement.
- 14.3 Assignment. No Party shall assign or delegate any interest, or any rights and responsibilities, in this Agreement without the prior written consent of the other Parties.
- 14.4 Binding on Successors and Assigns. This Agreement and all of its terms, provisions, conditions, and covenants, together with any exhibits and attachments now or hereafter made a part hereof, shall be binding on the Parties and their respective successors and assigns.
- 14.5 Entire Agreement. This Agreement embodies the Parties' entire understanding and agreement on the issues covered by it, except as may be supplemented by subsequent

written amendment to this Agreement, and supersedes any prior negotiations, representations or draft agreements on this matter, either written or oral.

- 14.6 Governing Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington. Any legal action arising out of this Agreement shall be brought in the King County Superior Court, situated in Seattle.
- 14.7 Mutual Negotiation and Construction. This Agreement and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated between and mutually drafted by the Parties and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against any Party.
- 14.8 Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated by the Parties.
- 14.9 Attorneys' Fees. In the event any Party incurs attorneys' fees, costs or other legal expenses to enforce the provisions of this Agreement against any other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.
- 14.10 Limitation of Effect; Property. This Agreement does not establish a separate legal entity, joint board, joint venture, or administrative section for the purpose of acquiring, managing, or disposing of property, or incurring any other financial obligation, nor does this Agreement provide for jointly owned property. All property presently owned or hereafter acquired by any Party to enable it to perform the services required under this Agreement shall remain the property of the acquiring Party in the event of the expiration or earlier termination of this Agreement.
- 14.11 Survival. The provisions of this Section 16 shall survive the expiration or earlier termination of this Agreement.

15. AUTHORITY TO BIND

The Parties represent and warrant that they: (a) have all right, power, and authority necessary to enter into and perform this Agreement; (b) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation enforceable against the Parties in accordance with its terms; and (c) the Parties will comply with all applicable laws, statutes, ordinances,

rules, regulations, orders or determinations of any federal, state or local governmental authority in their performance of this Agreement.

16. EXECUTION OF AGREEMENT – COUNTERPARTS

This Agreement may be executed in multiple counterparts, any of which shall be regarded for all purposes as an original.

IN WITNESS THEREOF the Parties hereto have executed this Agreement by duly authorized representatives on the dates shown below their respective signatures.

KING COUNTY METRO TRANSIT

By: _____
Bill Bryant, Managing Director,
Service Development

Date: _____

DES MOINES

By: _____
Michael Matthias, City Manager

Date: _____

Approved as to Form

By: _____
Tim George, City Attorney

Date: _____

EXHIBIT A

SERVICE DESCRIPTION

Des Moines Community Shuttle	
General Service Information	Description
Route Number	Route 635
Co-Branding Name	Des Moines Community Shuttle
Contract Service Provider	Hopelink
Official start date	Spring 2018
Service description	Angle Lake Link Light Rail Station and the intersection of S 227th St and Marine View Drive
Flexible Service Area	Wesley Gardens and Wesley Terrace
Service frequency	About 15 minutes frequency
Service span	5:21 AM and 9:14 AM; 2:12 PM and 6:51 PM on weekdays
Total number of trips	To Des Moines Marina District: 31 To Angle Lake Station: 32
Service type description	Two-way, peak period route
Fare collection method	ORCA Reader – portable fare transaction processor (PFTP)
Number of vehicles	2 plus spare

Community Shuttle Performance Measures

Quantitative targets to support performance evaluation will be set for the performance measures shown below. Actual performance relative to these targets will be considered when determining any proposed adjustments to the service and/or its continuation.

Measure	Description
Average daily ridership	• Purpose: This metric is designed to measure the level of use of alternative services over time. • High ridership may trigger additional trips and/or conditional conversion to fixed-route • Low ridership may trigger a re-evaluation of the service and potential right-sizing
Cost per boarding	Direct fixed costs/number of boardings • Purpose: This measure compares the direct cost of the service on a per-passenger basis. Direct cost is defined as the fixed cost of operating the service. In the case of this service, the direct cost is determined through a

Measure	Description
	contract with Hopelink. This cost includes service operation, vehicle maintenance and administration conducted by the service provider. Due to the highly variable nature of fuel prices, this cost is excluded from this measure in order to be able to generate numerical targets in this measure for a particular route. Including fuel prices into this measure would require Metro to forecast the future price of fuel in order to set realistic performance targets. • Example: a shuttle which costs \$1,200 per day to operate and provides an average of 100 boardings per day costs \$12 per boarding to provide the service. • An uncharacteristically high cost per boarding may trigger a re-evaluation of the service and potential right-sizing
Vehicle capacity used	Rides per seats provided • Purpose: This metric is designed to measure the level of use of alternative services relative to the capacity of the service provided. • Example: a shuttle with 16 seats making four one-way trips per weekday will provide 1,280 seats over the course of a month. This measure compares the rides provided in that month to the number of seats. • High vehicle capacity used may trigger additional trips and/or conditional conversion to fixed-route • Low vehicle capacity used may trigger a re-evaluation of the service and potential right-sizing
Customer satisfaction	Measures customer satisfaction with the service based on intercept surveys of current riders. • Purpose: This metric is designed to determine if the service is meeting the community-identified transportation need effectively. • Highly-satisfied customers suggest that an Alternative Services implementation is meeting the needs of the community effectively. • Low customer satisfaction suggests that the service in its current form is not effectively meeting the needs of the community and may trigger a re-evaluation of the service to better fit customer needs.

The Des Moines Community Shuttle is an innovative, flexible transit service designed to offer weekday peak-period service between the Angle Lake Link light rail Station and the Des Moines Marina District.

SERVICE INFORMATION

See map inside.

The Des Moines Community Shuttle provides fixed-route service between Angle Lake light rail Station and the Des Moines Marina District. Limited flexible routing to and from the Wesley Homes Flexible Service Area is also available on a reservation basis.

SCHEDULED SERVICE/FIXED ROUTING

The Des Moines Community Shuttle operates about every 15 minutes Monday – Friday from approximately 5:15 to 9:15 am and from 2:15 to 7 pm. You can wait at any bus stop along the route for regularly scheduled trips. For information, please call Metro Customer Information at 206-553-3000.

RESERVATIONS/FLEXIBLE ROUTING

Rides within the Wesley Homes Flexible Service Area must be scheduled in advance.

Make your trip request at least two hours before you want to be picked up. You can make reservations for up to 30 days in advance. Reservations are on a first-come, first-served basis.

To schedule a ride in the Wesley Homes Flexible Service Area:

- Call 1-866-261-3278 (voice) or
- 1-800-246-1646 (TTY), or visit,
- hopelink.org/need-help/transportation/dart-ride-request

Please leave a message if calling outside the following reservation hours:

Monday – Friday 5 am – 11 pm
 Saturday 7:30 am – 9:30 pm
 Sunday/Holidays 9:30 am – 6:30 pm

For more information visit:
kingcounty.gov/metro

Metro Customer Information:
 206-553-3000 / WA Relay: 711



Interpreter
 206-553-3000

Interpreters Turjubaan Переводчик
 Переводач 통역사 पत्रा सहायिका
 翻譯員 Thông Dịch Viên ବିଜ୍ଞାନବିତ୍

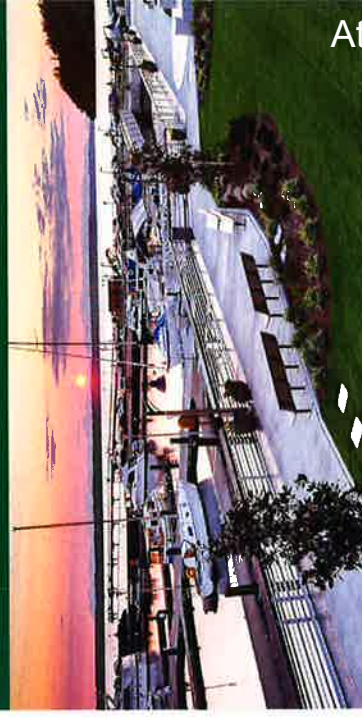
Alternative Formats Available
 206-263-3113



Route 635 Des Moines Community Shuttle

New service between
 Angle Lake light rail Station
 and the Des Moines
 Marina District

69



Attachment #2

The Des Moines Community Shuttle is operated by Hopelink and is supported through a partnership between the City of Des Moines and King County Metro.



King County METRO

Route 635 Des Moines Community Shuttle

FARES

Regular Metro fares apply.

Peak times: 6 – 9 am and 3 – 6 pm.

Adults (19 and older) Off Peak \$2.50

Adults (19 and older) Peak \$2.75

ORCA Lift Fare, * all times \$1.50

Youth (6–18 yrs), all times \$1.50

RRFP cardholders (registered

seniors, Medicare, disabled), all times \$1.00

Children (thru age 5), all times

Four may ride

free with person

paying adult fare

*income qualified

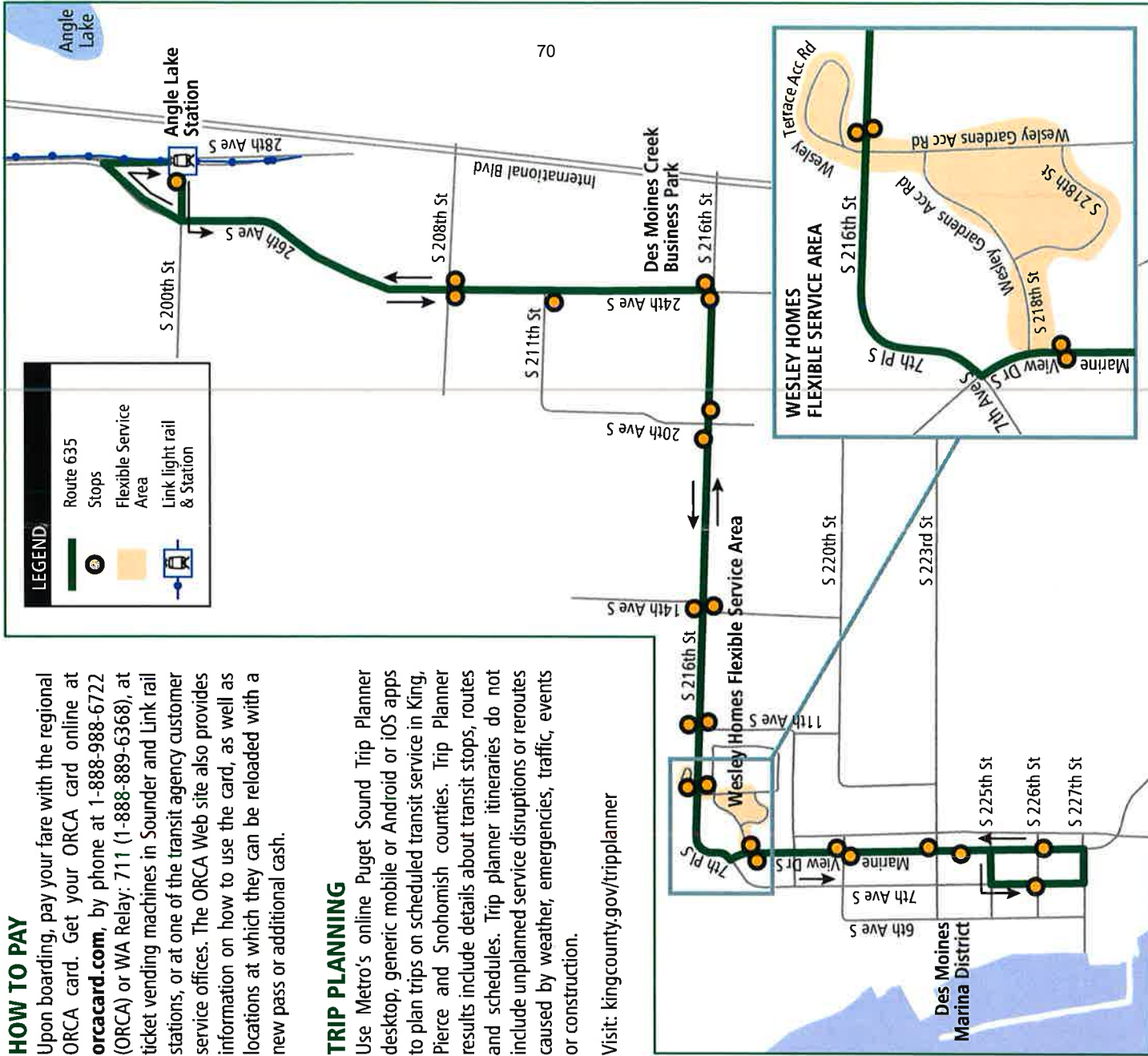
HOW TO PAY

Upon boarding, pay your fare with the regional ORCA card. Get your ORCA card online at orcacard.com, by phone at 1-888-988-6722 (ORCA) or WA Relay: 711 (1-888-889-6368), at ticket vending machines in Sounder and Link rail stations, or at one of the transit agency customer service offices. The ORCA Web site also provides information on how to use the card, as well as locations at which they can be reloaded with a new pass or additional cash.

TRIP PLANNING

Use Metro's online Puget Sound Trip Planner desktop, generic mobile or Android or iOS apps to plan trips on scheduled transit service in King, Pierce and Snohomish counties. Trip Planner results include details about transit stops, routes and schedules. Trip planner itineraries do not include unplanned service disruptions or reroutes caused by weather, emergencies, traffic, events or construction.

Visit: kingcounty.gov/tripplanner



TO Des Moines Marina District

Angle Lake Station	24th Ave S	7th Ave S	226th St	227th St
5:21	5:24	5:29		
5:41	5:44	5:49		
5:56	5:59	6:04		
6:11	6:14	6:20		
6:26	6:29	6:35		
6:41	6:44	6:50		
6:56	6:59	7:05		
7:12	7:15	7:22		
7:28	7:31	7:38		
7:49	7:52	7:59		
8:05	8:08	8:14		
8:22	8:25	8:31		
8:37	8:40	8:46		
8:52	8:55	9:01		
2:30	2:33	2:40		
2:45	2:48	2:55		
3:00	3:03	3:10		
3:15	3:18	3:25		
3:30	3:33	3:40		
3:46	3:49	3:57		
4:01	4:04	4:12		
4:19	4:22	4:30		
4:38	4:41	4:49		
4:56	4:59	5:07		
5:11	5:14	5:22		
5:29	5:32	5:40		
5:43	5:46	5:54		
6:00	6:03	6:10		
6:15	6:18	6:25		
6:29	6:32	6:39		
6:44	6:47	6:54		

TO Angle Lake Station

7th Ave S	24th Ave S	Angle Lake Station
5:29	5:36	5:41
5:49	5:57	6:02
6:04	6:12	6:17
6:20	6:29	6:34
6:35	6:44	6:49
6:50	6:59	7:04
7:05	7:15	7:20
7:22	7:32	7:37
7:38	7:48	7:53
7:59	8:09	8:14
8:14	8:22	8:27
8:31	8:39	8:44
8:46	8:54	8:59
9:01	9:09	9:14
2:12	2:20	2:25
2:27	2:35	2:40
2:40	2:48	2:53
2:55	3:03	3:08
3:10	3:18	3:23
3:25	3:34	3:39
3:40	3:49	3:54
3:57	4:06	4:11
4:12	4:21	4:26
4:30	4:39	4:44
4:49	4:58	5:03
5:07	5:16	5:21
5:22	5:30	5:35
5:40	5:48	5:53
5:54	6:02	6:07
6:10	6:18	6:23
6:25	6:32	6:37
6:39	6:46	6:51

AM – Lighter Type PM – Darker Type
Shaded areas on schedules indicate peak hour trips.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: South 223rd Street – Pavement Rehabilitation Project: Construction Contract, Consultant Services Contract Supplemental Agreement 3: Design Coordination with Highline Water District, and Consultant Services Contract Supplemental Agreement 4: Construction Inspection Services

ATTACHMENTS:

1. Public Works Contract
2. Contract Bid Tabulation
3. Scarsella Bros., Inc. Bid Proposal
4. KPG Inc. Supplemental Agreement #3: Design Coordination with Highline Water District
5. KPG Inc. Supplemental Agreement #4: Construction Services
6. Interlocal Agreement between the City of Des Moines and Highline Water District
7. CIP Project Worksheet(s)

FOR AGENDA OF: April 12, 2018

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: March 29, 2018

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DSB

- ☒ Legal VB
- ☒ Finance CR
- ☐ 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 Public Works Contract, Attachment 1, with Scarsella Bros., Inc. and for City Council to approve Supplemental Agreements #3 & #4 with KPG Inc. for the design coordination with Highline Water District, Attachment 4, and construction administration and inspection services, Attachment 5, for the South 223rd Street – Pavement Rehabilitation Project. The following Motions will appear on the Consent Agenda:

Suggested Motions

Motion 1: “I move to approve the Public Works Contract with Scarsella Bros. Inc. (Contractor), for the South 223rd Street - Pavement Rehabilitation Project, in the amount of \$1,491,391.91, authorize a construction project contingency in the amount of \$200,000.00, and further authorize the City Manager to sign said Contract substantially in the form as submitted.”

Motion 2: “I move to approve Supplemental Agreement Number 3 with KPG Inc. for Highline Water District Design Coordination for the South 223rd Street – Pavement Rehabilitation Project, in the amount of \$10,000, and further authorize the City Manager to sign said Supplemental Agreement substantially in the form as submitted.”

Motion 3: “I move to approve Supplemental Agreement Number 4 with KPG Inc. for Construction Administration and Inspection Services for the South 223rd Street – Pavement Rehabilitation Project in the amount of \$199,924.58, and further authorize the City Manager to sign said Supplemental Agreement substantially in the form as submitted.”

Background

On August 20th, 2015, the City Council enacted Ordinance 1625 which increased the annual vehicle license fee from twenty dollars (\$20) to forty dollars (\$40) per RCW 82.80.140. This fee has been, and continues to be collected and transferred to the City of Des Moines in order to cover expenditures in the Street Fund related to the preservation of transportation needs on the City’s arterial roadways. Additionally, the City has entered into multiple franchise utility agreements in 2016 that provide supplemental revenue to arterial street preservation efforts.

The South 223rd Street – Pavement Rehabilitation Project will consist of resurfacing approximately 5,400 feet of South 223rd Street between Marine View Drive and 24th Avenue South and installation of a new water main between 16th Avenue South and 24th Avenue South. Included will be reconstruction of pavement in failing areas, roadway and structure excavation, installation of storm drainage, planing bituminous pavement, paving with Hot Mix Asphalt, adjustment of surface utilities to grade, installation of channelization, and property restoration. The project will also include consultant construction administration and inspection services.

A portion of South 223rd Street between 13th Ave S and 16th Ave S was overlaid in recent years, in good condition, and will not be resurfaced as part of this project.

As part of the project, Highline Water District and the City executed an Interlocal Agreement to coordinate efforts with a water main replacement between 16th Avenue South and 24th Avenue South, Attachment 6. This work is included within the City’s Public Works Contract Bid Documents as a separate schedule of work.

The Project was advertised utilizing Seattle Times on February 26, 2018 and March 5, 2018, with bid opening on March 12th, 2018. All project approvals and permits are acquired.

Discussion

Construction Contract (Motion #1)

Staff solicited for sealed bid proposals publically via the Seattle Times on 2/26/18 and 3/5/18. Staff utilized Builder’s Exchange of Washington (an on-line plan center) to reach the majority of contractors and encourage the most competitive bidding atmosphere. Bid proposals were publically read on March 12th, 2018 by the City Clerk. A total of (6) bids for the project were received. Bids from the (6) contractors are summarized below and the Bid Tabulation which is provided in Attachment 2.

South 223rd Street – Pavement Rehabilitation Project
BID RESULTS

Engineer's Estimate	\$1,813,387.00
<u>Contractor Name</u>	<u>Bid Proposal</u>
Scarsella Bros. Inc.	\$1,491,391.91 (Responsive Low Bid)
Miles Resources LLC	\$1,551,185.85
Kar-Vel Construction	\$1,718,905.35
DPK, Inc.	\$1,854,202.85
Tucci & Sons, Inc.	\$1,903,189.83
Northwest Cascade, Inc.	\$1,937,994.10

Scarsella Bros. Inc. has been determined to be the responsive low bidder based on their proposal, Attachment 3.

Design Coordination with Highline Water District (Motion #2)

As part of the Interlocal Agreement between the City and Highline Water District, Attachment 6, reimbursement will be made by the District to incorporate the District Plans, Specifications, and Estimate into the City's Contract Documents. Coordination between the City and District has resulted in public benefit such as the solicitation for bids under a single contract which generated competition, reduced impacts to the community by reducing construction impact, and will allow for City quality control of the asphalt overlay.

Construction Administration and Inspection Services (Motion #3)

Engineering consultants are needed in order to supplement and expand the capability of City staff for Construction Administration and Inspection of the Project. These services are proposed to be provided by KPG Inc., the Engineer of Record for the project, as provided in Attachment 5. Staff believes that KPG Inc. has satisfactorily met engineering expectations for the project as originally envisioned in the solicitation for services, has demonstrated their qualifications for these services on other projects within the City of Des Moines, and will be able to maintain valuable overall project history and consistency with the previous phases of work. All construction support shall comply with the Washington State Department of Transportation (WSDOT) Local Agency Guidelines (LAG) for construction contract administration.

Alternatives

(Motion #1)

The City Council could direct staff to re-submit for construction bids at a later time. However, given successful solicitation for proposals and bidding climate, fewer contractors may elect to participate if the project is rebid and costs may be higher for the City and Highline Water District.

(Motion #2)

None.

(Motion #3)

The City Council could elect not to approve the Consultant Services Contract Supplement #4 with KPG Inc. The City does not have adequate resources to perform complete Construction Administration and Inspection in compliance with general project requirements. Council could direct staff to solicit for proposals, but this will cause project delay. Additionally, solicitation for proposals will result in potentially (3) separate contracts; Construction management, Engineer of Record, and Materials testing.

Financial Impact

The City's CIP Budget Worksheets include revenues to achieve full funding for the Public Works Contract with Scarsella Bros. Inc., and Consultant Services Contract Supplement #4 and #5.

(Attachment 7).

Recommendation

Staff recommends adoption of the motion(s).



PUBLIC WORKS CONTRACT between City of Des Moines and

Scarsella Bros., Inc.

THIS CONTRACT is made and entered into by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Scarsella Bros., Inc. organized under the laws of the State of Washington, located and doing business at P O Box 68697, Seattle, WA 98168, (253) 872-7173, Bob Scarsella (hereinafter the "Contractor").

CONTRACT

The parties agree as follows:

I. DESCRIPTION OF WORK.

Contractor shall perform the following services for the City in accordance with the following exhibits, appendices, plans, and specifications incorporated herein by reference.

South 223RD Street Pavement Rehabilitation Project

- Resurfacing approximately 5,400 feet of South 223rd Street, from Marine View Drive South to 13th Avenue South and 16th Avenue South to 24th Avenue South
- Constructing new water main between 16th Ave S and 24th Ave S
- Clearing, grubbing, roadway and structure excavation
- Constructing storm drainage improvements
- Planing bituminous pavement
- Paving with hot mix asphalt
- Adjustment of surface utilities to grade
- Installing channelization
- Property restoration
- And all incidental items necessary to complete the Work as described in the Plans and Specifications

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

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

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

Exhibit A: Bid Documents

Exhibit B: Contract Documents

Exhibit C: Amendments to the Standard Specifications

Exhibit D.1: Division 1 Special Provisions (Schedule A, B, & C)

Exhibit D.2: Division 2-9 Special Provisions (Schedule A & B)

Exhibit D.3: Division 1-9 Special Provisions (Schedule C)

Appendix A: Standard Plans

Appendix B: Prevailing Wage Rates

Appendix C: RCW 19.122

Appendix D: Geotechnical Report (Select Sections)

Appendix E: Construction Stormwater General Permit

Contract Plans: Schedules A, B, and C

- a. Contractor represents that the services furnished under this Contract will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time such services are performed.
- b. The Contractor shall provide and furnish any and all labor, materials, tools, equipment and utility and transportation services along with all miscellaneous items necessary to perform this Contract except for those items mentioned therein to be furnished by the City.
- c. All work shall be accomplished in a workmanlike manner in strict conformity with the attached plans and specifications including any and all Addenda issued

by the City, City Regulations and Standards, other Contract Documents hereinafter enumerated.

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

- (i) the Standard Specifications of the Washington State Department of Transportation (WSDOT) (current edition);
 - (ii) the American Public Works Association (APWA) (current edition);
 - (iii) the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways (current edition);
 - (iv) the Standard Plans for Road, Bridge and Municipal Construction (as prepared by the WSDOT/APWA current edition);
 - (v) the American Water Works Association Standard (AWWA) (current edition), and;
 - (vi) shall perform any changes in the work in accord with the Contract Documents.
- d. Any inconsistency in the parts of the Contract and the documents referenced in section I c above shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
- 1. Terms and provisions of the Contract
 - 2. Addenda,
 - 3. Proposal Form,
 - 4. Special Provisions, including APWA General Special Provisions, if they are included,
 - 5. Contract Plans,
 - 6. Amendments to the Standard Specifications,
 - 7. WSDOT Standard Specifications for Road, Bridge and Municipal Construction,
 - 8. Contracting Agency's Standard Plans (if any), and
 - 9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

II. TIME OF COMPLETION. The parties agree that work on the tasks described in Section I above and more specifically detailed in the exhibits, appendices, plans, and specifications attached hereto will begin immediately upon execution of this Contract. Upon the effective date of this Contract, the Contractor shall complete the work described in Section I within **75 working days**. If said work is not completed within the time specified, the Contractor agrees to pay the City the sum specified in Section VI - Liquidated Damages of this contract.

III. COMPENSATION. The City shall pay the Contractor a total amount not to exceed **\$1,447,231.16**, plus any applicable Washington State Sales Tax, for the

work and services contemplated in this Contract. Total amount of contract, including applicable sales tax, not to exceed **\$1,491,391.91**. The Contractor shall invoice the City monthly. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The Contractor's Record Drawings for the work completed each week shall be attached to each monthly progress payment request submitted by the Contractor. The monthly progress payment requests submitted by the Contractor will not be considered complete without the required Record Drawings. The Contractor will submit requests for Progress payments on a monthly basis and the City will make progress payment within 45 days after receipt of the Contractor's request until the work is complete and accepted by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

- A. Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries and until settlement of any liens filed under Chapter 60.28 RCW. If Contractor plans to submit a bond in lieu of the retainage specified above, the bond must be in a form acceptable to the City and submitted within 30 days upon entering into this Contract, through a bonding company meeting standards established by the City.
- B. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Contract; and extra work and materials furnished without the City's written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due the Contractor. Notwithstanding the terms of this section, the City's payment to contractor for work performed shall not be a waiver of any claims the City may have against Contractor for defective or unauthorized work.
- C. Final Payment: Waiver of Claims. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CONTRACTOR'S CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME FINAL PAYMENT IS MADE AND ACCEPTED.

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

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

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

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

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

VI. LIQUIDATED DAMAGES. This section of the Contract shall apply only in the event of a delay in the completion of the work within the timeframe specified in the Contract. This being a Public Works project performed for the benefit of the public,

and there being a need for the completion of the project in the time specified in the Contract, City and Contractor agree that damages for delay in the performance or completion of the work are extremely difficult to ascertain. However, City and Contractor agree that due to the expenditure of public funds for the work specified in this Contract, and the need to provide the work for the benefit of the health, safety and welfare of the public, the failure to complete the work within the time specified in the Contract will result in loss and damage to City. City and Contractor agree that a delay will result in, but not be limited to, expense to the City in the form of salaries to City employees, the extended use of City equipment, delays in other portions of the project on which Contractor is working, increased cost to the City for the project, delays in other projects planned by City, and loss of use and inconvenience to the public.

Although difficult to quantify and ascertain, City and Contractor agree that the sum listed as liquidated damages represents a fair and reasonable forecast of the actual damage caused by a delay in the performance or completion of the work specified in the Contract. In addition, City and Contractor agree that the liquidated damages set forth below are intended to compensate the City for its loss and damage caused by delay. The liquidated damages are not intended to induce the performance of Contractor.

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

City and Contractor further agree that the contractor shall not be charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes.

City and Contractor agree that for each day beyond the completion date specified in the Contract that the project is not completed, the sum of **\$2,982.78** [*Liquidated Damages = (0.15*Contract Amount)/Time for Completion*] shall be deducted from the amount to be paid Contractor and shall be retained by City as damages.

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

VII. PREVAILING WAGES. Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work and an Affidavit of prevailing wages paid after

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

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

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

The Contractor certifies that, within the three-year period preceding this Project, the Contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of Chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civic judgment entered by a court of limited or general jurisdiction.

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

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

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

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

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

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

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

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

XIII. CLAIMS. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within seven (7) calendar days of the occurrence of the events giving rise to the claims, or within seven (7) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.

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

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

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
1. The date of the Contractor's claim;
 2. The nature and circumstances that caused the claim;
 3. The provisions in this Contract that support the claim;
 4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
 5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.
- B. Records. The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.
- The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.
- C. Contractor's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Contract.
- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

XIV. LIMITATION OF ACTIONS. CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS

PERIOD.

XV. WARRANTY. Upon acceptance of the contract work, Contractor must provide the City a warranty bond for one year in the amount of the contract value specified in Section III above and in a form acceptable to the City. In the event any defects are found within the first year, the warranty bond shall be extended for an additional year. The Contractor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

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

XVII. INDEMNIFICATION. Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

XVIII. INSURANCE. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

No Limitation. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

C. Other Insurance Provisions

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Subcontractors

The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

G. Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

H. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

XIX. WORK PERFORMED AT CONTRACTOR'S RISK. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own

risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

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

In the event that the Compensation called for in Section III of this Contract is less than \$150,000.00, which sum shall be determined after the addition of applicable Washington State sales tax, the Contractor may, prior to the execution to this contract and in lieu of the above mentioned bonds, elect to have the City retain 10% of the contract amount for a period of either thirty (30) days after final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

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

XXII. MISCELLANEOUS PROVISIONS.

- A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Contract, or to exercise any option conferred by this Contract in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.
- B. Resolution of Disputes and Governing Law.
 - 1. **Alternative Dispute Resolution.** If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to

endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written Contract of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

2. **Applicable Law and Jurisdiction.** This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the King County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XVII of this Contract.
- C. **Written Notice.** All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of the Contract, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.
 - D. **Assignment.** Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.
 - E. **Modification.** No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.

- F. Compliance with Laws. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Contract or accruing out of the performance of those operations.
- G. Counterparts. This Contract may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Contract.
- H. Business License. Contractor shall comply with the provisions of Title 5 Chapter 5.04 of the Des Moines Municipal Code.
- I. Records Retention and Audit. During the progress of the Work and for a period not less than three (3) years from the date of completion of the Work or for the retention period required by law, whichever is greater, records and accounts pertaining to the Work and accounting therefore are to be kept available by the Parties for inspection and audit by representatives of the Parties and copies of all records, accounts, documents, or other data pertaining to the Work shall be furnished upon request. Records and accounts shall be maintained in accordance with applicable state law and regulations.
- J. Entire Contract. The written provisions and terms of this Contract, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Contract. All of the above documents are hereby made a part of this Contract. However, should any language in any of the Exhibits to this Contract conflict with any language contained in this Contract, then the order of precedence shall be in accordance with Section I c of this Contract.
- K. Severability. If any one or more sections, sub-sections, or sentences of this Contract are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Contract and the remainder shall remain in full force and effect.

PUBLIC WORKS PAYMENT BOND
to City of Des Moines, WA

Bond No. _____

The City of Des Moines, Washington, (City) has awarded to _____ (Principal), a contract for the construction of the project designated as _____, (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Des Moines, in the sum of _____ US Dollars (\$_____) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond shall be executed in four (4) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature _____ Date _____

Surety Signature _____ Date _____

Printed Name

Printed Name _____

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

**PERFORMANCE BOND
to City of Des Moines, WA**

Bond No. _____

The City of Des Moines, Washington, (City) has awarded to _____ (Principal), a contract for the construction of the project designated as _____ (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Des Moines, in the sum of _____ US Dollars (\$_____) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond shall be executed in four (4) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature Date

Surety Signature Date

Printed Name

Printed Name

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

Job No	17017	S 223rd St Pavement Rehabilitation and Water Main Replacement Project Bid Tabulation	Checked By	SJR
Subject	Des Moines	City of Des Moines	Date	3/15/2018

KPG
ARCHITECTS
1 N. N.W. 4th St.

LANDSCAPE ARCHITECTS
SUNBELT

ENGINEER'S ESTIMATE				NORTHWEST CASCADE, INC.			
Bid Item	Section	Item	Unit	Base Cost	Unit Cost	Base Cost	Unit Cost
SCHEDULE A: ROADWAY IMPROVEMENTS							
1	1-04	Minor Channel	1	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
2	1-05	Construction Surveying	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
3	1-06	Rec'd Drainage (Min. Bid \$2,000)	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
4	1-07	SPCC Plan	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
5	1-08	Material	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
6	1-10	Project Temporary Traffic Control	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
7	2-03	Rebar Foundation Excavation Incl. Haul	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
8	4-04	Crushed Surface Top Course	210	\$10,500.00	\$10,500.00	\$10,500.00	\$10,500.00
9	4-04	Crushed Surface Base Course	2320	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
10	5-04	Placed Bituminous Pavement 2 in. Depth	450	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00
11	5-04	Placed Bituminous Pavement 3 in. Depth	430	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
12	5-04	Placed Bituminous Pavement 4 in. Depth	5200	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
13	5-04	Asphalt Weave Cloth	710	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
14	5-04	Asphalt Weave Cloth	3770	\$18,850.00	\$18,850.00	\$18,850.00	\$18,850.00
15	5-04	Adjust Existing Water Valve Box	12	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
16	7-12	Adjust Existing Water Valve Box	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
17	8-01	Erosion/Water Pollution Control	48	\$100.00	\$100.00	\$100.00	\$100.00
18	8-01	High Velocity Fence	2000	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
19	8-04	Concrete Curb, Traffic Curb and Gutter	10	\$50.00	\$50.00	\$50.00	\$50.00
20	8-09	Rebar Pavement Marker Type 1	10	\$30.00	\$30.00	\$30.00	\$30.00
21	8-09	Rebar Pavement Marker Type 2	2	\$50.00	\$50.00	\$50.00	\$50.00
22	8-13	Adjust Monument Case and Cover	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
23	8-13	Adjust Monument Case and Cover	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
24	8-14	Concrete Curb, Sidewalk	5	\$70.00	\$70.00	\$70.00	\$70.00
25	8-18	Medallion Support	6	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
26	8-19	Adjust Existing Gas Valve to Grade	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
27	8-20	Type 2 Induction Loop	3	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
28	8-21	Permanent Sealing	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
29	8-22	Paint Line	8900	\$15.00	\$15.00	\$15.00	\$15.00
30	8-22	Plastic Strip Line	78	\$1.00	\$1.00	\$1.00	\$1.00
31	8-22	Plastic Strip Line	212	\$1.00	\$1.00	\$1.00	\$1.00
32	8-22	Plastic Traffic Arrow	4	\$100.00	\$100.00	\$100.00	\$100.00
33	8-22	Plastic Traffic Arrow	4	\$100.00	\$100.00	\$100.00	\$100.00
Total Schedule A Construction Cost				\$974,955.00		\$974,955.00	
Total Schedule A Construction Cost				\$974,955.00		\$974,955.00	
SCHEDULE B: STORM DRAINAGE IMPROVEMENTS							
1	1-05	Poroball	10	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
2	1-05	Resolution of Utility Conflicts	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
3	2-02	Removal of Structures and Obstructions	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
4	2-09	Removal of Extra Excavation Class B	1	\$25.00	\$25.00	\$25.00	\$25.00
5	7-01	Subsurface Drain	200	\$50.00	\$50.00	\$50.00	\$50.00
6	7-04	Corrugated Polyethylene Storm Sewer Pipe 6 in. Diam	80	\$400.00	\$400.00	\$400.00	\$400.00
7	7-04	Corrugated Polyethylene Storm Sewer Pipe 12 in. Diam	1480	\$300.00	\$300.00	\$300.00	\$300.00
8	7-04	Double Iron Storm Sewer Pipe 12 in. Diam	120	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
9	7-05	Catch Basin Type 1	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
10	7-05	Catch Basin Type 2 48 in. Diam	3	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00
11	7-05	Adjust Storm Drain Manhole	2	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
12	7-05	Adjust Catch Basin	1	\$500.00	\$500.00	\$500.00	\$500.00
13	7-05	Connection to Drainage Structure	9	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
14	7-05	Drains Barrier	1	\$500.00	\$500.00	\$500.00	\$500.00
15	7-05	Trench Breaker OSTC - Storm	400	\$15.00	\$15.00	\$15.00	\$15.00
16	8-02	Property Restoration	1	\$500.00	\$500.00	\$500.00	\$500.00
17	8-02	Topsoil Type A	90	\$50.00	\$50.00	\$50.00	\$50.00
18	8-02	Seeded Lawn Installation	1060	\$3.00	\$3.00	\$3.00	\$3.00
19	8-02	Seeded Lawn Installation	50	\$75.00	\$75.00	\$75.00	\$75.00
20	8-02	Brick or Wood Chip Mulch	5	\$150.00	\$150.00	\$150.00	\$150.00
21	8-15	Quantity Spills	5	\$200.00	\$200.00	\$200.00	\$200.00
Total Schedule B Construction Cost				\$264,980.00		\$264,980.00	
Total Schedule B Construction Cost				\$264,980.00		\$264,980.00	
Estimated Total Construction Cost (Schedule A + Schedule B)				\$1,239,935.00		\$1,239,935.00	
Estimated Total Construction Cost (Schedule A + Schedule B)				\$1,239,935.00		\$1,239,935.00	

NORTHWEST CASCADE, INC.				TUCCI & SONS INC.			
Bid Item	Section	Item	Unit	Base Cost	Unit Cost	Base Cost	Unit Cost
SCHEDULE C: WATER MAIN REPLACEMENT - HIGHLINE WATER DISTRICT							
1	1-05	Poroball	10	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
2	1-05	Resolution of Utility Conflicts	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
3	2-02	Removal of Structures and Obstructions	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
4	2-09	Removal of Extra Excavation Class B	1	\$25.00	\$25.00	\$25.00	\$25.00
5	7-01	Subsurface Drain	200	\$50.00	\$50.00	\$50.00	\$50.00
6	7-04	Corrugated Polyethylene Storm Sewer Pipe 6 in. Diam	80	\$400.00	\$400.00	\$400.00	\$400.00
7	7-04	Corrugated Polyethylene Storm Sewer Pipe 12 in. Diam	1480	\$300.00	\$300.00	\$300.00	\$300.00
8	7-04	Double Iron Storm Sewer Pipe 12 in. Diam	120	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
9	7-05	Catch Basin Type 1	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
10	7-05	Catch Basin Type 2 48 in. Diam	3	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00
11	7-05	Adjust Storm Drain Manhole	2	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
12	7-05	Adjust Catch Basin	1	\$500.00	\$500.00	\$500.00	\$500.00
13	7-05	Connection to Drainage Structure	9	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
14	7-05	Drains Barrier	1	\$500.00	\$500.00	\$500.00	\$500.00
15	7-05	Trench Breaker OSTC - Storm	400	\$15.00	\$15.00	\$15.00	\$15.00
16	8-02	Property Restoration	1	\$500.00	\$500.00	\$500.00	\$500.00
17	8-02	Topsoil Type A	90	\$50.00	\$50.00	\$50.00	\$50.00
18	8-02	Seeded Lawn Installation	1060	\$3.00	\$3.00	\$3.00	\$3.00
19	8-02	Seeded Lawn Installation	50	\$75.00	\$75.00	\$75.00	\$75.00
20	8-02	Brick or Wood Chip Mulch	5	\$150.00	\$150.00	\$150.00	\$150.00
21	8-15	Quantity Spills	5	\$200.00	\$200.00	\$200.00	\$200.00
Total Schedule C Construction Cost				\$274,030.00		\$274,030.00	
Total Schedule C Construction Cost				\$274,030.00		\$274,030.00	
Estimated Total Construction Cost (Schedule A + Schedule B)				\$1,513,965.00		\$1,513,965.00	
Estimated Total Construction Cost (Schedule A + Schedule B)				\$1,513,965.00		\$1,513,965.00	

Item	Section	Item	Quantity	Unit	Unit Cost	Base Cost	Unit Cost	Base Cost	Unit Cost	Base Cost	Unit Cost	Base Cost	Unit Cost	Base Cost
6		Furnish & Install 8-inch Class 52 Ductile Iron Pipe (w/ CSTC Backfill)	2,800	LF	\$75.25	\$210,700.00	\$81.25	\$227,500.00	\$86.00	\$241,000.00	\$95.00	\$266,000.00	\$104.00	\$291,200.00
7		Furnish & Install 12-inch Class 52 Ductile Iron Pipe (w/ CSTC Backfill)	35	LF	\$290.00	\$10,150.00	\$271.50	\$9,502.50	\$135.00	\$4,725.00	\$200.00	\$7,000.00	\$150.00	\$5,250.00
8		8-inch Gate Valve & Valve Box	1	EA	\$1,165.00	\$1,165.00	\$985.00	\$985.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00
9		8-inch Gate Valve & Valve Box	16	EA	\$1,540.00	\$15,400.00	\$1,365.00	\$13,400.00	\$1,200.00	\$12,000.00	\$1,500.00	\$15,000.00	\$1,650.00	\$16,500.00
10		12-inch Gate Valve & Valve Box	2	EA	\$2,700.00	\$5,400.00	\$2,270.00	\$4,540.00	\$2,400.00	\$4,800.00	\$2,600.00	\$5,200.00	\$2,400.00	\$4,800.00
11		Fire Hydrant Assembly	3	EA	\$5,200.00	\$15,780.00	\$5,650.00	\$16,950.00	\$5,600.00	\$16,800.00	\$6,000.00	\$18,000.00	\$6,200.00	\$18,600.00
12		Additional Water Main Fittings & Vegetation Joints	1,000	LB	\$6.00	\$6,000.00	\$5.50	\$5,500.00	\$9.10	\$100.00	\$5.00	\$5,000.00	\$6.00	\$6,000.00
13		Short Service Connections, 5/8-inch through 1-inch	5	EA	\$1,775.00	\$15,975.00	\$2,510.00	\$22,590.00	\$1,800.00	\$14,400.00	\$2,200.00	\$19,800.00	\$1,600.00	\$14,400.00
14		Long Service Connections, 5/8-inch through 1-inch	20	EA	\$2,575.00	\$51,500.00	\$3,665.00	\$73,300.00	\$1,800.00	\$36,000.00	\$2,600.00	\$52,000.00	\$3,300.00	\$66,000.00
15		Surface Restoration	1	LS	\$10,000.00	\$10,000.00	\$10,500.00	\$10,500.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$21,000.00	\$21,000.00
16		Resolution of Utility Conflicts	1	FA	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
17		Minor Grading	1	EST	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
18		Survey for Water Main	1	LS	\$4,000.00	\$4,000.00	\$4,075.00	\$4,075.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,200.00	\$4,200.00
Subtotal Schedule C Construction Cost						\$441,607.51		\$506,602.50		\$429,508.50		\$630,183.50		\$692,441.00
10% Sales Tax						\$44,160.75		\$50,660.25		\$42,950.85		\$63,018.35		\$69,244.10
Total Schedule C Construction Cost						\$485,768.26		\$557,262.75		\$472,459.35		\$693,201.85		\$761,685.10
Estimated Total Construction Cost (Schedule A + Schedule B + Schedule C)						\$1,491,391.91		\$1,551,186.35		\$1,716,905.35		\$1,854,202.85		\$1,937,994.10

Proposal

South 223RD Street Pavement Rehabilitation Project

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

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

The undersigned bidder hereby agrees to start construction within ten (10) days after the date stated in the Notice to Proceed, and to complete the contract within 75 working days thereafter. This period shall be known as the "Contract Time" for the purposes of the project.

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

All schedules on the Bid Proposal must be completed, or the bid shall be considered non-responsive. Basis for award shall be the lowest total Bid for all Schedules of Work, A, B, and C included in the proposal.

The City reserves the right to award Schedules of work A, B, and C, or Schedules A and B only, or not award the project.

The Owner will correct obvious mathematical errors in bid proposals.

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

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

PROPOSAL FORM

CITY OF DES MOINES

S 223rd Street Pavement Rehabilitation Project

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

Item No.	Spec Sec.	Item Description	Est. Qty.	Unit	Unit Price	Amount
SCHEDULE A: ROADWAY IMPROVEMENTS						
1	1-04	Minor Change	1	Eq. Adj.	\$40,000.00	\$40,000.00
2	1-05	Construction Surveying	1	LS	LUMP SUM	\$15,000.00
3	1-05	Record Drawings (Min. Bid \$2,000)	1	LS	LUMP SUM	\$2,000.00
4	1-07	SPCC Plan	1	LS	LUMP SUM	\$1,500.00
5	1-09	Mobilization	1	LS	LUMP SUM	\$149,374.95
6	1-10	Project Temporary Traffic Control	1	LS	LUMP SUM	\$82,000.00
7	2-03	Roadway Excavation Including Haul	1	LS	LUMP SUM	\$50,000.00
8	2-03	Unsuitable Foundation Excavation Incl. Haul	210	CY	\$30.00	\$6,300.00
9	4-04	Crushed Surfacing Top Course	2,920	TON	\$24.15	\$70,518.00
10	4-04	Crushed Surfacing Base Course	450	TON	\$26.50	\$11,925.00
11	5-04	Planing Bituminous Pavement, 2 In. Depth	430	SY	\$4.00	\$1,720.00
12	5-04	Planing Bituminous Pavement, 3 In. Depth	3,790	SY	\$4.15	\$15,728.50
13	5-04	Planing Bituminous Pavement, 5 In. Depth	6,200	SY	\$5.55	\$34,410.00
14	5-04	Asphalt Wedge Curb	710	LF	\$3.50	\$2,485.00
15	5-04	HMA Cl. 1/2-inch PG 64-22	3,770	TON	\$76.50	\$288,405.00
16	7-12	Adjust Existing Water Valve Box	12	EA	\$350.00	\$4,200.00
17	8-01	Erosion/Water Pollution Control	1	LS	LUMP SUM	\$5,000.00
18	8-01	Inlet Protection	48	EA	\$100.00	\$4,800.00
19	8-01	High Visibility Fence	2,000	LF	\$2.50	\$5,000.00
20	8-04	Cement Conc. Traffic Curb and Gutter	10	LF	\$75.00	\$750.00
21	8-09	Raised Pavement Marker Type 1	10	HUND	\$160.00	\$1,600.00
22	8-09	Raised Pavement Marker Type 2	2	HUND	\$370.00	\$740.00
23	8-13	Adjust Monument Case and Cover	1	EA	\$500.00	\$500.00
24	8-14	Cement Conc. Sidewalk	6	SY	\$150.00	\$900.00
25	8-18	Mailbox Support	5	EA	\$300.00	\$1,500.00
26	8-19	Adjust Existing Gas Valve to Grade	1	EA	\$400.00	\$400.00
27	8-20	Type 3 Induction Loop	3	EA	\$1,200.00	\$3,600.00
28	8-21	Permanent Signing	1	LS	LUMP SUM	\$3,500.00
29	8-22	Paint Line	8,900	LF	\$0.23	\$2,047.00

PROPOSAL FORM**CITY OF DES MOINES****S 223rd Street Pavement Rehabilitation Project**

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

Item No.	Spec Sec.	Item Description	Est. Qty.	Unit	Unit Price	Amount
30	8-22	Plastic Stop Line	79	LF	\$ 8.00	\$ 632.00
31	8-22	Plastic Crosswalk Line	312	SF	\$ 3.60	\$ 1,123.20
32	8-22	Plastic Traffic Arrow	3	EA	\$ 63.00	\$ 189.00
33	8-22	Plastic Traffic Letter	4	EA	\$ 131.00	\$ 524.00
					TOTAL SCHEDULE A =	\$ 808,371.65

PROPOSAL FORM

CITY OF DES MOINES

S 223rd Street Pavement Rehabilitation Project

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

Item No.	Spec Sec.	Item Description	Est. Qty.	Unit	Unit Price	Amount
SCHEDULE B: STORM DRAINAGE IMPROVEMENTS						
1	1-05	Potholing	10	EA	\$ 350.00	\$ 3,500.00
2	1-05	Resolution of Utility Conflicts	1	FA	\$10,000.00	\$10,000.00
3	2-02	Removal of Structures and Obstructions	1	LS	LUMP SUM	\$ 8,250.00
4	2-09	Shoring or Extra Excavation Class B	1	LS	LUMP SUM	\$ 250.00
5	7-01	Subsurface Drain	300	LF	\$ 32.85	\$ 9,855.00
6	7-04	Corrugated Polyethylene Storm Sewer Pipe 6 In. Diam.	80	LF	\$ 47.00	\$ 3,760.00
7	7-04	Corrugated Polyethylene Storm Sewer Pipe 12 In. Diam.	1,480	LF	\$ 58.35	\$ 86,358.00
8	7-04	Ductile Iron Storm Sewer Pipe 12 In. Diam.	120	LF	\$ 85.70	\$ 10,284.00
9	7-05	Catch Basin Type 1	9	EA	\$ 1,520.00	\$ 13,680.00
10	7-05	Catch Basin Type 1L	3	EA	\$ 1,670.00	\$ 5,010.00
11	7-05	Catch Basin Type 2 48 In. Diam.	2	EA	\$ 2,810.00	\$ 5,620.00
12	7-05	Adjust Storm Drain Manhole	1	EA	\$ 500.00	\$ 500.00
13	7-05	Adjust Catch Basin	8	EA	\$ 500.00	\$ 4,000.00
14	7-05	Connection to Drainage Structure	9	EA	\$ 700.00	\$ 6,300.00
15	7-05	Debris Barrier	1	EA	\$ 785.00	\$ 785.00
16	7-08	Trench Backfill CSTC - Storm	400	CY	\$ 35.65	\$ 14,260.00
17	8-02	Property Restoration	1	FA	\$5,000.00	\$5,000.00
18	8-02	Topsoil Type A	90	CY	\$ 50.00	\$ 4,500.00
19	8-02	Seeded Lawn Installation	1,060	SY	\$ 1.50	\$ 1,590.00
20	8-02	Bark or Wood Chip Mulch	50	CY	\$ 55.00	\$ 2,750.00
21	8-15	Quarry Spalls	5	CY	\$ 200.00	\$ 1,000.00
TOTAL SCHEDULE B =						\$ 197,252.00

PROPOSAL FORM

CITY OF DES MOINES

S 223rd Street Pavement Rehabilitation Project

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

Item No.	Spec Sec.	Item Description	Est. Qty.	Unit	Unit Price	Amount
SCHEDULE C: WATER MAIN REPLACEMENT - HIGHLINE WATER DISTRICT						
1		Mobilization (Not to Exceed 10% of Bid Schedule)	1	LS	LUMP SUM	\$ 0.01
2		Temporary Erosion & Sedimentation Control	1	LS	LUMP SUM	\$ 10,800.00
3		Trench Safety Systems	2,835	LF	\$ 0.50	\$ 1,417.50
4		Project Temporary Traffic Control	1	LS	LUMP SUM	\$ 15,520.00
5		Connect to Existing System	9	EA	\$ 4,200.00	\$ 37,800.00
6		Furnish & Install 8-inch Class 52 Ductile Iron Pipe (w/ CSTC Backfill)	2,800	LF	\$ 75.25	\$ 210,700.00
7		Furnish & Install 12-inch Class 52 Ductile Iron Pipe (w/ CSTC Backfill)	35	LF	\$ 290.00	\$ 10,150.00
8		6-inch Gate Valve & Valve Box	1	EA	\$ 1,165.00	\$ 1,165.00
9		8-inch Gate Valve & Valve Box	10	EA	\$ 1,540.00	\$ 15,400.00
10		12-inch Gate Valve & Valve Box	2	EA	\$ 2,700.00	\$ 5,400.00
11		Fire Hydrant Assembly	3	EA	\$ 5,260.00	\$ 15,780.00
12		Additional Water Main Fittings & Megalug Joints	1,000	LB	\$ 6.00	\$ 6,000.00
13		Short Service Connections, 5/8-inch through 1-inch	9	EA	\$ 1,775.00	\$ 15,975.00
14		Long Service Connections, 5/8-inch through 1-inch	20	EA	\$ 2,575.00	\$ 51,500.00
15		Surface Restoration	1	LS	LUMP SUM	\$ 10,000.00
16		Resolution of Utility Conflicts	1	FA	\$15,000.00	\$15,000.00
17		Minor Change	1	EST	\$15,000.00	\$15,000.00
18		Survey for Water Main	1	LS	LUMP SUM	\$ 4,000.00
SUBTOTAL SCHEDULE C =						\$ 441,607.51
SALES TAX (10%) =						\$ 44,160.75
TOTAL SCHEDULE C =						\$ 485,768.26

TOTAL CONSTRUCTION COST (SCHEDULE A + B + C) =	\$ 1,491,391.91
---	------------------------

Proposal (Continued)

Schedule A Total \$ 808,371.65

Schedule B Total \$ 197,252.00

Schedule C Total (Incl. Tax) \$ 485,768.26

Total Bid Price Schedule A + B + C (in figures) \$ 1,491,391.91 ^(as)

Total Bid Price Schedule A + B + C (in words) One Million, Four Hundred Ninety One Thousand, Two Hundred Ninety One Dollars and Ninety One Cents.

Attached hereto is the required Bid Security in the amount of \$ 5%
() payable to the City of Des Moines which is equal to or more than five percent (5%) of the total bid price.

Signed [Signature]

Title Vice President

Name of Bidder

Registration or license, Division of Professional Licensing:

1. License Number SCARSBI183B8

2. Date March 12, 2018

3. Contractor's Signature [Signature]

4. Title Vice President

Address of Bidder: P.O. Box 68697, Seattle, WA 98168

Street City Zip

Telephone Number of Bidder 253-872-7173

Office Home

Email Contacts Bob@scarsellabros.com

Date of Bid March 12, 2018

Receipt is hereby acknowledged for the following Addenda:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Bid proposal to be submitted in a sealed envelope marked "Bid Enclosed" for **South 223RD Street Pavement Rehabilitation Project**.

Form of a Bid Bond

BID BOND DEPOSIT

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

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

Signature [Signature]

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

The Condition of this obligation is such that if the Obligor shall make award to the Principal for the South 223RD Street Pavement Rehabilitation Project, according to the terms of the proposal or bid made by the Principal therefore and the Principal shall duly make and enter into a contract with the Obligor in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligor; or, if the Principal shall in case of failure so to do, pay and forfeit to the Obligor the penal amount of the deposit specified in the call for bids; then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligor, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS 12th DAY OF March, 2018.

Scarsella Bros. Inc.

By: [Signature]

Principal

Liberty Mutual Insurance Company

By: [Signature]

Cynthia L. Jay, Attorney-in-Fact

Surety

Received return of deposit in the sum of _____

Date _____

Signature _____

Form of a Bid Bond

14

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7941354

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Heather L. Allen; James B. Binder; Brandon K. Bush; Peter J. Comfort; Carley Espiritu; Diane M. Harding; Brent E. Heilesen; Kyle J. Howat; Cynthia L. Jay; Aliceon A. Keltner; Christopher Kinyon; Jamie I. Marques; Mary S. Norrell; Jon J. Oja; Annelies M. Richie; Karen C. Swanson; Julie R. Truitt; Eric A. Zimmerman

all of the city of Tacoma, state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of November, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 16th day of November, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of March, 2018.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Non-Collusion Affidavit

City of Des Moines

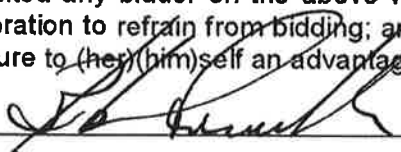
STATE OF WASHINGTON)

) ss.

County of King)

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

Signature


Subscribed and sworn to before me this 12th dayof MARCH, 2018.

Notary Public in and for the State of Washington


Residing at RENTON, WA.

My commission expires

MAY 18, 2019

Statement of Bidder's Qualifications

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

1. Name of bidder:
Scarsella Bros., Inc.

2. Business address and telephone number:

P.O. Box 68697

Seattle, WA 98168

253-872-7173

3. How many years has said bidder been engaged in the contracting business under present firm name:

60 Years

4. Contracts now in hand (gross amount):

\$ 406,924,404

5. General character of work performed by said company:

Heavy Civil, Underground Utilities, Bridge and Grading

6. List of more important projects constructed by said company, including approximate costs and dates:

Lewis County - Highway 603 Stabilization Project - \$4,493,714.21 - Complete 2017

Thurston County - Bald Hill Road Upgrade - \$2,246,166.42 - Completed 2017

City of Bellevue - 120th Ave NE Corridor Stage 3 - \$11,207,611.00 - Completed 2017

City of Kent - 72nd Ave. S Extension - \$2,866,519.00 - Completed 2016

7. List of company's major equipment:

Komatsu PC490 Excavator

Komatsu PC200 Excavator

Caterpillar 950 Loader

Caterpillar 140 Motor Grader

Mack Dump Truck and Trailer (10 EA)

8. Bank references:

Banner Bank - Eric J. Scroggins

7950 164th Ave NE, Redmond, WA 98052

425-739-1069

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

13233200

10. Dept. of Revenue registration number:

91-0680994

Name of Bidder Scarsella Bros., Inc.

By

Title Vice President

Date March 12, 2018

Statement of Proposed Subcontractors and Material Suppliers

Subcontractors Name, Address,
and Telephone Number

Description of Work

G & G Inc

18044 SE 224TH ST.

Kent, WA 98042

(425) 492-1325

ELECTRICAL / Induction Loads

CON MATERIAL

1508 VALERIE AVE. SE

PACIFIC WA 98047

(206) 575-3200

ASPHALT PAVING

Material Suppliers

Material (major items only)

CON MATERIAL

AGGREGATES

Load & Main

Storm not in main
Materials

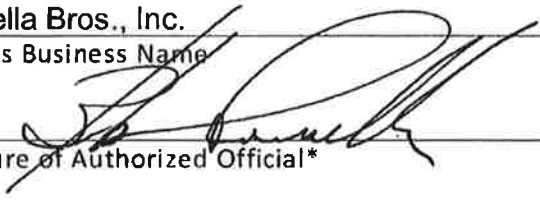
Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date **February 26, 2018**, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Scarsella Bros., Inc.

Bidder's Business Name


Signature of Authorized Official*

Bob Scarsella

Printed Name

Vice President

Title

March 8, 2018

Date

Seattle

City

Washington

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

State of Incorporation, or if not a corporation, State where business entity was formed:

Washington

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*


**Washington State
Department of Transportation**

Supplemental Agreement Number <u>3</u>		Organization and Address	
Original Agreement Number		KPG, P.S. 2502 Jefferson Avenue Tacoma, WA 98402 Phone: 253-627-0720	
Project Number KPG #17017	Execution Date 9/27/17	Completion Date 8/2/2018	
Project Title South 223rd Street - Pavement Rehabilitation Project		New Maximum Amount Payable \$129,252	
Description of Work Design Coordination with Highline Water District.			

The Local Agency of City of Des Moines

desires to supplement the agreement entered in to with KPG, P.S.

and executed on 3/2/17 and identified as Agreement No. N/A

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

The changes to the agreement are described as follows:

I

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

Please see exhibit A, Scope of Work

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: N/A

III

Section V, PAYMENT, shall be amended as follows:

Original Agreement \$99,384 + Supplement No. 1 \$7,941 + Supplement No. 2 \$11,927 + Supplement No. 3 \$10,000
= New Maximum Amount Payable of \$129,252

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

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

By: Terry Wright

By: _____


Consultant Signature

Approving Authority Signature

Date

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**Washington State
Department of Transportation**

Supplemental Agreement Number 4		Organization and Address	
Original Agreement Number		KPG, P.S. 2502 Jefferson Avenue Tacoma, WA 98402 Phone: 253-627-0720	
Project Number KPG #17017	Execution Date 9/27/17	Completion Date 6/30/2019	
Project Title South 223rd Street - Pavement Rehabilitation Project		New Maximum Amount Payable \$329,176.58	
Description of Work Construction Inspection Services			

The Local Agency of City of Des Moines

desires to supplement the agreement entered in to with KPG, P.S.

and executed on 3/2/17 and identified as Agreement No. N/A

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

The changes to the agreement are described as follows:

I

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

Please see exhibit A, Scope of Work

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Completion date extended to June 30, 2019

III

Section V, PAYMENT, shall be amended as follows:

Original Agreement \$99,384 + Supplement No. 1 \$7,941 + Supplement No. 2 \$11,927 + Supplement No. 3 \$10,000 + Supplement No. 4 \$199,924.58 = New Maximum Amount Payable of \$329,176.58.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

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

By: Terry Wright

By: _____


Consultant Signature

Approving Authority Signature

Date

EXHIBIT A**City of Des Moines****March 2018****Construction Services Scope & Fee****South 223rd Street - Pavement Rehabilitation Project**

This work will provide construction management services for the construction contract to complete the City of Des Moines South 223rd Street - Pavement Rehabilitation Project (hereinafter called "Project"). These services will include project management, documentation control, inspection, materials testing, public involvement, and contract administration during the construction of the project, as detailed below. KPG ("Consultant") will provide to the City of Des Moines, Washington ("City") construction management and engineering services for the project. A detailed scope for the Contract follows:

I. INTRODUCTION

The following scope of services and associated costs are based upon the assumptions outlined below.

Assumptions:

- The **proposed project team** will include a part-time project manager, one part-time resident engineer, one part-time office engineer, one part-time payroll specialist, one full-time inspector during construction activities, necessary sub-consultants to provide services for materials testing, and other supporting tasks as deemed necessary. The level of services is based on a project duration of approximately 4 months, or **75 working days plus 5 additional days to allow for weather and change orders**. It is anticipated that full time site observation will be required for the entire duration of construction.
- Services will be performed in accordance with the WSDOT Local Agency Guidelines (LAG), the WSDOT Construction Manual, the interlocal Agreements between Highline Water District, PSE, CenturyLink, and Comcast ("Utilities"), and the City of Des Moines street standards.
- For work on Utility Schedules, the Consultant will coordinate with the Utilities as lead in administering the work of the Contractor as per the terms of the Interlocal Agreement between the Utilities and the City of Des Moines. The Utilities will provide field inspection for all work surrounding the construction of the utility systems, as described in the interlocal agreement, and bid documents. The Consultant will provide administrative support for inspection and field duties relating to the Utilities work, including all documentation control and testing as needed. Simultaneous work will be ongoing with roadway improvements, requiring separate observation and management by the Consultant.
- Services considered incidental to this work include management of temporary construction licenses secured by the City. The consultant will also administer the work of the Contractor consistent with said licenses as well as the terms of any easements secured for project improvements.
- Hours of work. Work is anticipated to take place during daylight hours on a single shift of 8 hours per day, 5 days per week. No night or weekend work is anticipated as part of this scope of services.

Project Objectives

The objective and purpose of this Construction Management Services Agreement is for the Consultant to successfully deliver the construction of the Project to the City by ensuring that the improvements are constructed in accordance with the approved Plans and Specifications, as may be amended or revised, that all of the required Project documentation is accounted for, and ultimately that the Project meets WSDOT LAG Manual requirements.

II. SCOPE OF WORK

TASK 1 – MANAGEMENT/COORDINATION/ADMINISTRATION

Provide overall project management, coordination with the City, monthly progress reports, and invoicing. This effort will include the following elements.

- Organize and layout work for project staff. Prepare project instructions on contract administration procedures to be used during construction.
- Review monthly expenditures and CM team scope activities. Prepare and submit project progress letters to the City along with invoices describing CM services provided each month. Prepare and submit reporting required by funding source(s), if any.
- Provide monthly Earned Value reports with progress invoicing.

Deliverables

- Monthly invoices and progress reports

TASK 2 – PRECONSTRUCTION SERVICES

2.1 Preconstruction Conference: The Consultant will prepare an agenda for, distribute notices of, and conduct a preconstruction conference in the City's offices. The Consultant's project manager, project engineer, document control specialist, and inspector(s) will attend the preconstruction conference. The Consultant will prepare a written record of the meeting and distribute copies of the minutes to all attendees and affected agencies, staff, etc.

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

2.2 Preconstruction Review: On-site inspector and engineer of record will review plans and specifications during project site visits prior to construction.

Deliverables

- Preconstruction conference agenda with meeting minutes.

TASK 3 – COMMUNITY OUTREACH

3.1 Community Communication: The Consultant shall serve as the primary contact for public inquiries about the project. The Consultant will develop responses to inquiries within 24 hours. The Consultant will produce and distribute monthly e-mails with updated project information. The consultant will develop and regularly maintain a communications log that documents all inquiries and their resolution. This will include utilizing the answering machine to collect phone calls from the public, and responding to inquiries. Three project flyers will be prepared as part of the community communication. The flyers will be mailed by the City and prepared by the Consultant.

Deliverables

- Distribute monthly emails with updated project information
- Prepare project flyers for the City to distribute
- Develop draft text for project website with regular updates

TASK 4 – CONSTRUCTION SERVICES - FIELD

4.1 Construction staff shall oversee the following items of Work, on the project site, and will observe the technical progress of the construction, including providing day-to-day contact with the Contractor and the City.

- Resurfacing approximately 5,400 feet of South 223rd Street, from Marine View Drive South to 13th Avenue South and 16th Avenue South to 24th Avenue South
- Reconstruction of pavement section in failing areas
- Roadway and structure excavation
- Constructing storm drainage improvements
- Planing bituminous pavement
- Paving with hot mix asphalt
- Adjustment of surface utilities to grade
- Installing channelization
- Property restoration

The Utilities will provide inspection for work associated with the Utility Schedules; however, the Consultant shall administer the work of the Contractor as provided under the agreements between the City and the Utilities. The presence of the Consultant's personnel at the construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will generally conform to the Contract Documents, meet all applicable federal funding requirements, and ensure that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the construction Contractor(s). The Consultant's personnel shall act in accordance with Section 1-05.1 and 1-05.2 of the current WSDOT Standard Specifications.

Field inspection staff will perform the following duties as a matter of their daily activities:

- i. Observe technical conduct of the construction, including providing day-to-day contact with construction contractor, City, utilities, and other stakeholders, and monitor for adherence to the Contract Documents. The Consultant's personnel will act in accordance with Sections 1-05.1 and 1-05.2 of the Standard Specifications.

- ii. Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes, and notify construction contractor of noncompliance. Advise the City of any non-conforming work observed during site visits.
- iii. Document all material delivered to the job site in accordance with the LAG Manual.
- iv. Prepare daily inspection reports, recording the construction contractor's operations as actually observed by the Consultant; includes quantities of work placed that day, contractor's equipment and crews, and other pertinent information. All daily inspection reports will adhere to WSDOT Local Agency Guidelines.
- v. Interpret Contract Documents in coordination with City and KPG.
- vi. Resolve questions which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.
- vii. Establish communications with adjacent property owners. Respond to questions from property owners and the general public.
- viii. Coordinate with permit holders on the Project to monitor compliance with approved permits, if applicable.
- ix. Prepare field records and documents to help assure the Project is administered in accordance with funding agency requirements (Construction Manual 10-2.1B). The Utilities will provide measurement and payment information to the consultant for development of monthly pay estimates.
- x. Collect and calculate delivery tickets and scalesman's daily reports of aggregate. All tickets will be initialed with correct bid item and stationing identified. Construction Manual 10-2
- xi. Attend and actively participate in regular on-site meetings.
- xii. Take periodic digital photographs during the course of construction.
- xiii. Coordinate with the City's and/or WSDOT's utility and traffic signal operations and maintenance personnel.
- xiv. Punch list. Upon substantial completion of work, coordinate with the Client and affected agencies, to prepare a 'punch list' of items to be completed or corrected. Coordinate final inspection with those agencies.

Assumptions:

- Consultant will provide observation services for the days/hours that the City's Contractor personnel is/are on-site. The Inspector(s) will not be able to observe or report construction activities, or collect documentation, during the time they are not on-site.
- The Consultant's monitoring of the construction contractor's activities is to ascertain whether or not they are performing the work in accordance with the Contract Documents; in case of noncompliance, Consultant will reject non-conforming work, and pursue the other remedies in the interests of the City, as detailed in the Contract Documents. The Consultant cannot guarantee the construction contractors' performance, and it is understood that Consultant shall assume no responsibility for: proper construction means, methods, techniques; project site safety, safety precautions or programs; or for the failure of any other entity to perform its work in accordance with laws, contracts, regulations, or City's expectations.

4.2 Materials Testing: Coordinate and manage materials testing sub-consultants for construction services, who will provide materials testing services detailed in Exhibit – Task 4.2, up to \$9,400. Coordinate the work of the materials testing technicians and testing laboratories in the observation and testing of materials used in the construction; document and evaluate results of testing; and address deficiencies. See HWA scope and fee attached as Exhibit – Task 4.2.

4.3 Substantial Completion: Upon substantial completion of work, coordinate with the City and other affected agencies, to perform a project inspection and develop a comprehensive list of deficiencies or 'punchlist' of items to be completed. A punchlist and Certificate of Substantial Completion will be prepared by the Consultant and issued by the City.

Deliverables

- Daily Construction Reports with project photos – submitted on a weekly basis
- Punch List, Certificate of Substantial Completion
- Review test reports for compliance

TASK 5 – CONSTRUCTION SERVICES - OFFICE

5.1 Document Control. Original documentation will be housed at the Consultant's office, and filed in accordance with standard filing protocol to meet WSDOT Highways & Local Program Requirements. A copy of working files will be maintained in the field office.

Document Control also consists of preparing Final Project Reports for the City for WSDOT and FHWA acceptance and include:

- Final Estimate (Approving Authority File) & Final Contract Voucher
- Record of Material Samples and Tests
- Affidavit of Wages Paid
- Release for the Protection of Property Owners and General Contractor

5.2 Project Coordination: Liaison with City, construction contractor, engineer, utilities and property owners on a regular basis to discuss project issues and status.

5.3 Plan Interpretations: Provide technical interpretations of the drawings, specifications, and contract documents, and evaluate requested deviations from the approved design or specifications. Coordinate with City for resolution of issues involving scope, schedule, and/or budget changes.

5.4 Weekly Meetings: Lead weekly meetings, including preparation of agenda, meeting minutes, and distribution of control logs (ROM, RAM, RFI's, C.O. & Weekly Statement of Working Days) minutes to attendees. Outstanding issues to be tracked on a weekly basis.

5.5 Initial Schedule Review: Perform detailed schedule review of contractor provided CPM for conformance with the contract documents.

5.6 Lump Sum Breakdown: Evaluate construction contractors' Schedule of Values for lump sum items. Review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents. Lump Sum Breakdowns for payment each month will be calculated with detailed data per WSDOT LAG Requirements.

- 5.7 Monthly Pay Requests:** Prepare monthly requests for payment, review with the City, highline Water District, and contractor and approve, as permitted. Utilize City provided format for pay estimates, or Consultant format. The Utilities to provide quantities for payment for work associated with Utility Schedules.
- 5.8 Monthly Schedule Review:** At the monthly cutoff, review contractor's updated schedule and compare with field-observed progress, as described in Section 1-08 of the Special Provisions. In addition, perform schedule analysis on contractor provided CPM updates and review schedule for delays and impacts. Coordinate with Contractor in the development of recovery schedules, as needed, to address delays caused by either events or issues within the Contractor's control or other events or issues beyond the Contractor's control.
- 5.9 Certified Payroll:** Process and track all certified payroll per WSDOT Highways & Local Program Requirements. This includes verifying 30% of all payrolls submitted and tracking payroll each week. Payroll and payroll logs will adhere to WSDOT LAG requirements.
- 5.10 Weekly Statement of Working Days:** Prepare and issue weekly statement of working day report each week.
- 5.11 Subcontractor Documentation:** Process / Approve all required subcontractor documentation per WSDOT Highways & Local Program Requirements. Request to Sublets will be verified and logged. Certification for Federal Aid will be obtained from all subcontractors. This includes checking System Award Management System (SAMS), verifying OM/WBE, verifying business licensing, reviewing insurance documentation, verifying city business licensing, Intent to Pay Prevailing Wage and Affidavit of Wages Paid. All subcontractor documentation will be logged into WSDOT's subcontractor logs.
- 5.12 Cost Projections:** Prepare up to two cost projections for the project. Projections to be based on the current amount paid to date, pending change orders, quantity projections, and other information. A verbal memo to file at substantial completion will be written outlining all of the over/under-run in accordance with the WSDOT LAG and CM Manual.
- 5.13 Record Drawings:** Review record drawings prepared by the Contractor and Utilities, and prepare a conformed set of project record drawings based on Contractor provided information and from inspection notes. Record drawings to be verified on a monthly basis, as part of the progress payment to the Contractor. Upon project completion, contractor provided markups will be verified for completeness and supplemented with inspection information. The Consultant will prepare record drawings for Schedule A and B in AutoCAD format based on construction records provided by the Contractor. Electronic and full size mylar record drawings will be provided to the City.
- 5.14 Physical Completion Letter:** Following completion of all punchlist work, prepare physical completion letter to the contractor, and recommend that City and/or Utilities accept the project.
- 5.15 Project Closeout:** Transfer all project documents to the City for permanent storage.
- Schedule review comments
 - As-built schedule
 - Meeting agendas and notes
 - Monthly Pay Estimates
 - Subcontractor Packets

- Cost Projection
- Physical Completion Letter
- Final Project Documents
- All Electronic Correspondence

TASK 6 – SUBMITTAL/RFI PROCESSING

- 6.1 Submittals:** Coordinate review process for shop drawings, samples, traffic control plans, test reports, and other submittals from the Contractor for compliance with the contract documents. Key submittals to be transmitted to the City for their review and approval. Submittals shall be logged and tracked.
- 6.2 Request for Information (RFI):** Review and respond to RFI's. RFI's shall be logged and tracked.
- 6.3 Record of Materials (ROM):** Prepare and update based on Special Provisions and Plans for use on the project, based on the contract specifications and WSDOT/LAG requirements. Maintain the ROM according to WSDOT Highways & Local Program Requirements. The ROM will track all of the materials delivered to the site including manufacturer/supplier, approved RAM's, QPL items, material compliance documentation, and all other required documentation.

Deliverables

- Submittal log
- RFI Log
- Completed Record of Material for Material Certification

TASK 7 – CHANGE MANAGEMENT

- 7.1 Case Log:** Develop and maintain a case log which includes change orders, RFP's, Field Work Directives per Highway & Local Programs Guidelines
- 7.2 Change Orders:** Develop change orders per Highway & Local Programs Guidelines, provide technical assistance to negotiate change orders, and assist in resolution of disputes which may occur during the course of the project. Each change order will be executed in accordance with WSDOT Local Agency Guidelines and contain the following:
- Change order
 - Independent Cost Estimate
 - Contractor's Pricing
 - Change Order Checklist (LAG Manual)
 - Change Order Request Form
 - Back up documentation
- 7.3 Field Work Directives:** Prepare field work directives as necessary to keep the contractor on schedule.
- 7.4 Minor Change Orders:** Develop minor change orders per WSDOT Highways & Local Program Requirements. Each minor change order will be executed in accordance with WSDOT Local Agency Guidelines and contain the following:
- Independent Cost Estimate
 - Back up documentation

- 7.5 Force Account:** Track contractor force account labor, equipment and materials. Provide payment

according to WSDOT requirements. All force account calculations will be verified by the engineer and double checked by the documentation specialist per WSDOT LAG Manual. Force Account items will be included within a change order at each progress payment

Deliverables

- Change Order(s)
- Case Management Log
- RFI Log
- Minor Change Order(s)
- Force Account Records

Additional services not included in Scope or Budget

The services described under this task, and any other additional services requested by the City, will be performed only when authorized by the City. Authorization to perform additional services will be in writing, specifying the work to be performed, and basis of payment.

- Produce traffic advisories and other news releases at project milestones.
- Provide any additional services resulting from changes in scope or design of the project. Changes include, but are not limited to, changes in size, complexity, the schedule, character of construction, or method of financing.
- Preparation of award submittal for APWA, ASCE, and other agencies.
- Provide claims analysis and assistance in resolving claims that are protracted in nature and beyond the scope of the change order process described herein.
- Ribbon Cutting Ceremony: Conduct a ribbon cutting ceremony that provides information about the project elements and schedule, and that provides information about how to stay informed through the project. Handouts to be prepared for this task. Refreshments, tables, and other necessary items to be provided by the Consultant
- Media Relations: Produce and distribute periodic press releases at key milestones about the project and its progress. Meet with press to help develop stories about the project.
- Other activities deemed necessary by the City.

Exhibit - Task 4.2



HWA Ref.: 2018-043
Date: 21-Feb-2018
Prepared By: BKH

PROJECT COST ESTIMATE
S 233rd Street Pavement Rehab
Des Moines, Washington
Prepared for KPG

Proposed Scope of Work:

Collect samples of CSTC and CSBC for Proctor testing
Conduct compaction testing on water main and storm trench backfill (4 visits)
Conduct HMA compaction for roadway (assumes plant Rice will be used and 4 days of testing)
Daily field reports will be prepared, reviewed, and submitted for all project work
Provide project management and internal QA/QC.

ESTIMATED HWA LABOR:

WORK TASK DESCRIPTION	PERSONNEL AND 2017 HOURLY RATES						TOTAL HOURS	LABOR AMOUNT				
	Project				Inspector							
	Principal	Manager	Engineer									
	\$210.00	\$200.00	\$110.00			\$95.00						
Aggregate Materials Sampling (assumes 2 trips)						6	6	\$570				
Trench Backfill Compaction Testing (assumes 4 visits)						24	24	\$2,280				
HMA Compaction Testing (assumes 4 days)						40	40	\$3,800				
Review/Project Management			8				8	\$1,600				
LABOR:							0	8	0	64	72	\$8,250

LABORATORY TESTING

Test	Est. No. Tests	Unit Cost	Total Cost
Aggregate Acceptance testing (GB, CSTC, CSBC) - GS, SE and FF	0	\$250	\$0
Moisture/Density (Proctor) on Materials to be Compacted	3	\$220	\$660
Concrete Cylinders (4 per set x 4 sets)	0	\$25	\$0
LABORATORY TOTAL:			\$660

DIRECT EXPENSES

Nuclear gauge rental (8 days x \$30/day)	\$240
Mileage Charged at IRS Rate (\$0.535/mile)	\$250
Total:	\$490

TOTAL COSTS

Labor	\$8,250
Laboratory Testing	\$660
Direct Expenses	\$490
TOTAL PROJECT COST	\$9,400

EXHIBIT B

FEE SUMMARY

KPG

Project: City of Des Moines
South 223rd Street - Pavement Rehabilitation Project
Construction Services

Description	Estimated Fee
Task 1 - Management/Coordination/Administration	\$ 8,560.04
Task 2 - Preconstruction Services	\$ 3,720.78
Task 3- Community Outreach	\$ 5,861.28
Task 4 - Construction Services - Field	\$ 95,372.04
Task 5 - Construction Services - Office	\$ 52,175.52
Task 6 - Submittal/RFI Processing	\$ 15,586.68
Task 7 - Change Management	\$ 18,648.24
Subtotal:	\$ 199,924.58
Management Reserve:	\$ -
Total:	\$ 199,924.58

3/9/2018

HOUR AND FEE ESTIMATE

EXHIBIT B

Project: City of Des Moines
 South 223rd Street - Pavement Rehabilitation Project
 Construction Services



Based on # working Days		80						
Task	Description	Labor Hour Estimate						Total Fee
		*Project Manager \$ 196.33	*Project Const Manager 147.41	Resident/ Project Engineer \$ 128.86	Doc Specialist Inspection \$ 110.00	Const \$ 115.36	*KPG Corp Admin \$ 83.52	
								Fee

Task 1 - Management/Coordination/Administration

1.1	Project Organization and Layout	12	16		0	0	16	\$ 6,074.84
1.2	Monthly Review and Invoicing (4 months)	4	4	0	0	0	12	\$ 2,385.20
1.3	Monthly Earned Value reports	4					4	\$ 1,127.40
	Reimbursable expenses - see breakdown for details							\$ 100.00
	Task Totals	20	20	0	0	0	32	\$ 8,560.04

Task 2 - Preconstruction Services

2.1	Preconstruction Conference	2	4	4	0	2	0	\$ 1,732.46
2.2	Preconstruction Review		0	4	0	8		\$ 1,438.32
	Reimbursable expenses - see breakdown for details							\$ 550.00
	Task Total	2	4	8	0	10	0	\$ 3,720.78

Task 3 - Community Outreach

4.1	Community Communication		0	24	0	24	0	\$ 5,861.28
	Reimbursable expenses - see breakdown for details							\$ -
	Task Total		0	24	0	24	0	\$ 5,861.28

Task 4 - Construction Services - Field

4.1	Construction Observation		12	40	16	524	0	\$ 69,131.96
4.2	Material Testing		8	12	8	24	0	\$ 6,374.24
4.3	Substantial Completion		8	24	8	16	8	\$ 7,665.84
	Reimbursable expenses - see breakdown for details							\$ 12,200.00
	Task Total	0	28	76	32	564	8	\$ 95,372.04

Task 5 - Construction Services - Office

5.1	Document Control		4	36	90	0	0	\$ 15,128.60
5.2	Project Coordination		8	0	24	0	0	\$ 3,819.28
5.3	Plan Interpretation	4	2	16	8	0	0	\$ 4,029.90
5.4	Weekly Meetings	12	0	16	16	0	0	\$ 6,201.72
5.5	Initial Schedule Review		2	0	12	0	0	\$ 1,614.82
5.6	Lump Sum Breakdown		0	0	8	0	0	\$ 880.00
5.7	Monthly Pay Requests (est. 4)		0	8	32	0	0	\$ 4,550.88

HOUR AND FEE ESTIMATE

EXHIBIT B

Project: City of Des Moines
 South 223rd Street - Pavement Rehabilitation Project
 Construction Services



80

Based on # working Days

Task	Description	Labor Hour Estimate						Total Fee
		*Project Manager \$ 198.33	*Project Const Manager \$ 147.41	Resident Engineer \$ 128.86	Doc Specialist \$ 110.00	Const Inspection \$ 115.36	*KPG Corp Admin \$ 83.52	
5.8	Monthly Schedule Review		0	0	6	0	0	\$ 660.00
5.9	Certified Payroll		0	0	16	0	0	\$ 1,760.00
5.10	Weekly Statement of Working Days		0	0	4	0	0	\$ 440.00
5.11	Subcontractor Documentation		0	0	18	0	0	\$ 1,980.00
5.12	Cost Projections		4	0	4	0	0	\$ 1,029.64
5.13	Record Drawings		2	16	12	0	0	\$ 3,676.58
5.14	Physical Completion Letter		2	0	1	0	0	\$ 404.82
5.15	Project Closeout		8	0	32	0	0	\$ 4,699.28
	Reimbursable expenses - see breakdown for details							\$ 1,300.00
	Task Total	16	32	92	283	0	0	\$ 52,175.52
Task 6 - Submittal/RFI Processing								
6.1	Submittals		8	24	16	0	16	\$ 7,388.24
6.2	Request for Information (RFI)	6	4	8	16	0	8	\$ 5,238.66
6.3	Record of Materials (ROM)		2	8	12	0	4	\$ 2,979.76
	Reimbursable expenses - see breakdown for details							\$ -
	Task Total	6	14	40	44	0	28	\$ 15,586.68
Task 7 - Change Management								
7.1	Case Log		4	8	8	0	0	\$ 2,500.52
7.2	Change Orders		0	16	16	0	0	\$ 4,218.42
7.3	Field Work Directives	2	0	8	8	24	0	\$ 4,879.52
7.4	Minor Change Orders		2	4	8	0	0	\$ 1,690.26
7.5	Force Account		0	8	16	24	0	\$ 5,559.52
	Reimbursable expenses - see breakdown for details							\$ -
	Task Total	2	6	44	56	48	0	\$ 18,648.24
Total Hours		46	104	284	415	646	68	

Note: Job Classification not shown above will be invoiced based on
 the 2018-2019 General Engineering Services Rate Sheet

Subtotal: \$ 199,924.58
 Management Reserve: \$ -
 Total: \$ 199,924.58

HOUR AND FEE ESTIMATE

EXHIBIT B



Project: City of Des Moines
South 223rd Street - Pavement Rehabilitation Project
Construction Services

Reimbursable Breakdown		Cost
Task 1 - Management/Coordination/Administration		
Mileage	\$	100.00
Reproduction		
Task 1 - Total	\$	100.00
Task 2 - Preconstruction Services		
Mileage	\$	50.00
Reproduction	\$	500.00
Task 2 - Total	\$	550.00
Task 3- Community Outreach		
Mileage	\$	-
Reproduction		
Task 3 - Total	\$	-
Task 4 - Construction Services - Field		
Mileage	\$	2,000.00
Misc. Field Supplies	\$	800.00
Material Testing Allowance (HWA GeoSciences)	\$	9,400.00
Task 4 - Total	\$	12,200.00

HOUR AND FEE ESTIMATE

EXHIBIT B



Project: City of Des Moines
South 223rd Street - Pavement Rehabilitation Project
Construction Services

Reimbursable Breakdown		Cost
Task 5 - Construction Services - Office		
Mileage	\$	700.00
Reproduction	\$	600.00
Task 5 - Total	\$	1,300.00
Task 6 - Submittal/RFI Processing		
Mileage	\$	-
Reproduction		
Task 6 - Total	\$	-
Task 7 - Change Management		
Mileage		
Reproduction		
Task 7 - Total	\$	-
Total Reimbursable Costs:		\$ 14,150.00

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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 11 day of January, 2018.

CITY OF DES MOINES

By: 
Michael Matthias, City Manager

Date: 1-16-2018

ATTEST:


City Clerk

APPROVED AS TO FORM:


Des Moines City Attorney

Reviewed and approved as authorized by Resolution No. 18-1-3C of the Highline Water District Board of Commissioners on the 3rd day of January, 2018.

By: 
Matt Everett, General Manager

Date: 1/17/18

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Arterial Street Paving				Project # 102.102.571		Summary Project Description:											
TOTAL PROJECT SCOPE						ACTUAL EXPENDITURES				BUDGET		PROJECT BUDGET ALLOCATIONS BY YEAR					
Expenditures	1/1/18 Current CIP Budget	2018 CIP Supplemental Request	2018 Revised CIP Budget Estimate	Project to Date 12/31/17	Project To Date 1/1/2018	2018 Year to Date 1/1/2018	2018 Remaining	Estimated Year End 2018	Planned Year 2019	Planned Year 2020	Planned Year 2021	Planned Year 2022					
Design																	
External Engineering -KPG	59,100	11,829	70,929	68,102	68,102		2,827	2,827									
Internal Engineering/Project Mgmt	6,000	9,994	15,994	14,994	14,994		1,000	1,000									
Other Misc (Advertise, Postage, Etc.)		-	-	-	-		-	-									
Proprietary Easements		-	-	-	-		-	-									
Other Professional Services		-	-	-	-		-	-									
Construction																	
External Engineering	35,000	134,925	169,925	-	-		169,925	169,925									
Internal Engr-Proj Mgmt/ Inspect	40,000	(10,000)	30,000	-	-		30,000	30,000									
Construction Contract 1 - Scarsella Bro's Emerg	19,743	(2,825)	16,918	16,918	16,918		-	-									
Const Contract 1 - Contract Contingency		-	-	-	-		-	-									
Construction Contract 2	1,131,871	(323,499)	808,372	-	-		808,372	808,372									
Const Contract 2 - Contract Contingency	70,000	80,000	150,000	-	-		150,000	150,000									
Other Professional Services		-	-	-	-		-	-									
Materials		-	-	-	-		-	-									
Material Testing		-	-	-	-		-	-									
Other Miscellaneous		-	-	-	-		-	-									
Other		-	-	-	-		-	-									
Interfund Financial Services	13,335	6,665	20,000	1,000	1,000		19,000	19,000									
NonCity Utilities - Highline Water District		485,768	485,768	-	-		485,768	485,768									
Non-Capitalizable Services - Scarsella Bro's Emergency Repair		-	-	-	-		-	-									
Individual Assets > \$5,000 - Equipment		-	-	-	-		-	-									
Contingencies	842	203,212	204,054	-	-		204,054	204,054									
Total Project Expense Budget:				101,014	101,014	-	1,870,946	1,870,946	-	-	-	-					
Funding Sources	1/1/18 Current CIP Budget	2018 CIP Supplemental Request	2018 Revised CIP Budget Estimate	Project to Date 12/31/17	Project to Date 1/1/2018	2018 YTD 1/1/2018	2018 Remaining	Scheduled Year 2018	Scheduled Year 2019	Scheduled Year 2020	Scheduled Year 2021	Scheduled Year 2022					
Transportation Benefit District (Transferred into 10)	796,685	-	796,685	796,685	796,685		-	-									
Interest Income	4,463	-	4,463	4,463	4,463		-	-									
FRANCHISE FEES - WATER DISTRICT #54	5,000	-	5,000	5,000	5,000		-	-									
FRANCHISE FEES - HIGHLINE WATER	200,000	-	200,000	200,000	200,000		-	-									
FRANCHISE FEES - SW SUBURBAN	21,000	1	21,001	16,298	16,298		4,703	4,703									
FRANCHISE FEES - MIDWAY SEWER	179,000	-	179,000	175,284	175,284		3,716	3,716									
PRIVATE CONTRIBUTION - HIGHLINE WATER	150,000	(150,000)	-	-	-		-	-									
ARTERIAL STREET FUND BALANCE	19,743	-	19,743	16,918	16,918		2,825	2,825									
Interlocal Agreement - Highline Water	-	260,300	260,300	-	-		260,300	260,300									
Interlocal Agreement - Highline Water (Bid Item Po	-	485,768	485,768	-	-		485,768	485,768									
Total Project Revenue Budget:				1,214,648	1,214,648	-	757,312	757,312	-	-	-	-					

S 223rd Stormwater Improvements				Project # 451.829		Summary Project Description: 2017 Pipe Replacement Program dedicated to S 223rd Stormwater Improvements to be performed in conjunction with the S 223rd Road Improvement project.								
Project Manager:														
TOTAL PROJECT SCOPE						ACTUAL EXPENDITURES			BUDGET		PROJECT BUDGET ALLOCATIONS BY YEAR			
Expenditures	1/1/18 Current CIP Budget	2018 CIP Supplemental Request	2018 Revised CIP Budget Estimate	Project to Date 12/31/17	Project To Date 1/1/2018	2018 Year to Date 1/1/2018	2018 Remaining	Estimated Year End 2018	Planned Year 2019	Planned Year 2020	Planned Year 2021	Planned Year 2022		
Design														
External Engineering -	45,775	2,998	48,773	43,031	43,031		5,742	5,742						
Internal Engineering/Project Mgmt	3,000	661	3,661	2,661	2,661		1,000	1,000						
Permits		-	-	-	-		-	-						
Other Misc (Advertise, Postage, Etc.)		-	-	-	-		-	-						
Prop/ROW/Easements														
Other Miscellaneous		-	-	-	-		-	-						
Construction														
External Engineering	49,000	(19,000)	30,000	-	-		30,000	30,000						
External Proj Mgmt/Inspect -		-	-	-	-		-	-						
Internal Engr-Proj Mgmt/Inspect	20,000	-	20,000	-	-		20,000	20,000						
Construction Contract -	324,490	(127,238)	197,252	-	-		197,252	197,252						
Const Contract 1 - Construction Contract	-	50,000	50,000	-	-		50,000	50,000						
Other												142		
Interfund Financial Services	5,401	7,756	13,157	457	457		12,700	12,700						
Contingencies	97,825	58,923	156,748	-	-		156,748	156,748						
Total Project Expense Budget:				46,149	46,149	-	473,442	473,442	-	-	-	-		
Funding Sources	1/1/18 Current CIP Budget	2018 CIP Supplemental Request	2018 Revised CIP Budget Estimate	Project to Date 12/31/17	Project to Date 1/1/2018	2018 YTD 1/1/2018	2018 Remaining	Scheduled Year 2018	Scheduled Year 2019	Scheduled Year 2020	Scheduled Year 2021	Scheduled Year 2022		
Transfer in fund 450	545,491	(25,900)	519,591	46,149	46,149		473,442	473,442						
SWM Capital Fund Balance		-	-		-		-	-						
Total Project Revenue Budget:				46,149	46,149	-	473,442	473,442	-	-	-	-		

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Barnes Creek/Kent-Des Moines Road
Culvert Project: Design Agreement
GCB 2959 with Washington State
Department of Transportation
(WSDOT)

ATTACHMENTS:

1. Local Agency Agreement GCB2959
2. Proposed 2018 CIP Budget worksheet

AGENDA OF: April 12, 2018

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: April 4, 2018

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DJB

- ☒ Legal LG
- ☒ Finance FP
- ☐ Courts _____
- ☐ Police _____

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

Purpose and Recommendation:

The purpose of this agenda item is to seek City Council approval of a Local Agency Agreement (Attachment 1) between Des Moines and Washington State Department of Transportation (WSDOT) for WSDOT to complete the design and permitting of the Barnes Creek/Kent-Des Moines Road Culvert Replacement Project. The Agreement is for a 50/50 cost share of the design and permitting estimated at \$500,000. The 2018 CIP Budget will need to be amended by moving up the schedule of the project from starting in 2021 to this year, in preparation of constructing the project in 2020. Exhibit A of the Local Agency Agreement includes a preliminary cost estimate of the project at \$2,441,500. Staff recommends approving the Local Agency Agreement and amending the 2018 SWM CIP budget. The following motions will appear on the Consent Calendar:

Suggested Motions:

Motion 1: "I move to approve Local Agency Agreement CGB2959 between the City of Des Moines and the Washington State Department of Transportation for the design and permitting of the Barnes Creek/Kent-Des Moines Road Culvert Replacement Project in the amount of \$250,000.00, plus a \$50,000 contingency and further authorize the City Manager or his designee to sign said Agreement, substantially in the form as submitted."

Motion 2: “I move to direct administration to bring forward a budget amendment for the 2018 SWM CIP to include the Barnes Creek/Kent-Des Moines Road Culvert Replacement Project as shown in Attachment 2.”

Background:

The Barnes Creek drainage basin is fairly large at 355 acres in size and is roughly bounded from Highway 99 to 13th Avenue and S. 216th Street to Kent-Des Moines Road. Barnes Creek is a major tributary of the Massey Creek system with the stream passing below Kent-Des Moines (KDM) Road through a 90-foot long 24-inch diameter vitrified clay culvert with the confluence of Massey Creek located on the south side of KDM. Presently, the upstream end of the KDM culvert is protected with a metal cage to prevent large debris from entering/blocking the culvert entrance. Upstream of the culvert, Barnes Creek is mostly open stream providing a potential of over a mile of fish habitat. A culvert replacement project located upstream at 223rd Street was recently made anticipating the eventual culvert replacement at KDM that would allow access to fish (salmon) to the upper reaches of Barnes Creek.

In 2015, the KDM culvert was cleaned and inspected and an assessment made from both its physical condition and fish barrier potential. The video inspection indicated that the pipe is in poor condition with the structural integrity of the pipe given a “critical” classification. Many sections of the pipe are cracked and are no longer circular and several sections are displaced. As there is no structural integrity in the cracked pipe itself, the current backfill around the pipe is maintaining the current shape (oblong). Should a large segment of the broken culvert become dislodged and expose the backfill material, the backfill will likely fall into the pipe and be washed downstream or block the culvert entirely. Depending on the rate of the loss of backfill, a void above the culvert would develop leading to road failure. Potential remaining life span of the culvert is speculative, but the remaining life is likely less than 10 years.

Aside from the obvious fish barrier caused by the upstream debris guard, the fish passage assessment indicated only 33% passability, meaning the culvert is likely a barrier at least 2/3 of the time allowing passage under limited flow conditions when the flows provide sufficient in depth in the pipe but not too high as to create a velocity barrier.

Several studies have been made, including the 1990 Massey Creek Basin Plan and the 1994 Lower Massey Creek Alternative Analysis, that have indicated that the existing 24-inch culvert is insufficient in size and needs to be upsized to a minimum 48-inch diameter pipe. During large storm events, the existing pipe’s capacity is exceeded creating backwater conditions upstream of the pipe and even overtopping of Kent-Des Moines Road. However, given the need to meet current fish passage requirements the replacement of the pipe will need to be substantially larger than 48-inches and likely a large box culvert. The construction of the replacement will also have to accommodate the heavy traffic of KDM Road, the relatively deep burial depth (20-feet) of the culvert, as well as support or relocate numerous utilities that cross over the culvert. An open-cut construction technique will most likely be the method used.

Discussion:

Preliminary design work had started in 2016 but the project was placed on hold when staff learned that the culvert is included in a list of priority state culvert replacements that is required under a federal court mandate to repair hundreds of fish-blocking culverts under state roads in order to maintain the 1850’s treaty fishing rights of the tribes. The project was placed on hold until a discussion was made with WSDOT regarding the timing of the culvert’s replacement, the concern of the condition of the culvert,

and whether the state would be interested in a partnership with the City for replacing the project within the next five years.

Although the state is presently appealing the culvert case to the U.S. Supreme Court, WSDOT is continuing to make progress toward replacing the culverts under the mandate. Unfortunately, the Barnes Creek Culvert is only one of some 800+ culverts that are under state roads that need to be replaced. As such, it could be ten or more years before the state is able to do this project, given that several hundred culverts have been prioritized higher.

However, after reviewing the 2015 culvert condition assessment and meeting with City staff, WSDOT has agreed to partner with the City in order to substantially speed up the timeline for the project. The attached Local Agency Agreement is for the design and permitting phase of the project starting this year with construction of the project anticipated in the summer of 2020. It is proposed that the City and WSDOT will share 50/50 on the total cost of the project. Once the design and permitting phase is complete, the Agreement will be amended for the construction phase.

The Local Agency Agreement includes the following tasks:

- Project survey
- Preliminary Hydraulic Design
- Preliminary Right-of-Way Plans
- Utility coordination
- Preliminary Public Outreach
- Environmental Permitting
- Plans, Specifications and Estimate package

The Agreement allows for a 20% increase in costs (contingency) above the cost estimate of \$500,000 for the project's design and permitting.

Financial Impact:

Exhibit A of the Local Agency Agreement (Attachment 1) includes a cost estimate of the project at \$2,441,500. This is a preliminary cost estimate which may vary significantly depending on refinement of the design and addressing site constraints. A copy of the proposed project budget is provided as Attachment 2, which allocates \$1,557,500 of SWM Utility funds to cover a 50% cost share of the project plus \$250,000 of contingency funds. The 2018 budget for the design and permitting phase of the project is approximately \$320,000, which includes approximately \$18,000 for City staff costs and a contingency in the amount of \$50,000. Partnering with WSDOT will reduce our costs by at least 50%, and minimize potential liabilities.

Alternatives:

The City Council could decide not to proceed on the project at this time. This is not recommended by staff given the lead time needed to address the project's potentially lengthy permitting process, design issues, potential right-of-way acquisition, as well as the critical state of the culvert.

Recommendation/Conclusion:

Staff requests that Council approve the proposed motions.

Concurrence:

Legal, Public Works and the Finance Departments concur.

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**Washington State
Department of Transportation**

Local Agency Participating Agreement Work by WSDOT — Actual Cost		Local Agency Name & Address City of Des Moines 21650 11th Ave. S Des Moines, WA 98198	
Agreement Number GCB 2959		Section/Location Barnes Creek Fish Passage	
State Route 516	Control Section Number 1763	Plans, Specifications and Cost Estimates (PS&E) for the Local Agency Work by LOCAL AGENCY?	☐ Yes ☒ No
Region Northwest		PS&E Due Date:	
Advance Payment Required? ☐ Yes ☒ No		Description of Work: Environmental Retrofit - Fish Passage. 50% Cost Share by the City of Des Moines, Preliminary Engineering	
Advance Payment Amount			
WSDOT		LOCAL AGENCY	
State Agency Representatives:		Local Agency Representatives:	
Name: Azim Sheik-Taheri		Name: Brandon Carver, P.E., P.T.O.E.	
Title: ARA - Prg Mgmt & Administrative Services		Title: Public Works Director	
Address: 15700 Dayton Ave. North PO Box 330310 Seattle, WA 98133-9710		Address: City of Des Moines 21650 11th Ave. So. Des Moines, WA 98198	
Email Address: SheikAz@wsdot.wa.gov		Email Address: BCarver@desmoineswa.gov	
Phone: 206.440.4761		Phone: 206.870.6543	

This Agreement is made and entered into between the Washington State Department of Transportation (WSDOT) and the above named governmental entity (LOCAL AGENCY).

WHEREAS, WSDOT is planning the construction or improvement of a section of the state route as shown above, and in connection therewith, the LOCAL AGENCY has requested that WSDOT perform certain work for the LOCAL AGENCY as described above under Description of Work and/or further described in Exhibit B, (Work), and

WHEREAS, it is deemed to be in the public's best interest for WSDOT to include the requested Work in WSDOT's construction contract for the state route improvement, and

WHEREAS, the LOCAL AGENCY is obligated for the cost of the Work described herein,

2. BID, AWARD, AND COST ADJUSTMENTS

- 2.1 WSDOT will advertise the Project for bids. WSDOT will be the LOCAL AGENCY's representative during the Ad and Project contract award period. When requested by WSDOT, the LOCAL AGENCY shall timely assist WSDOT in answering bid questions and resolving any design issues that may arise that are associated with the Work. All comments and clarifications must go through WSDOT.
- 2.2 If the LOCAL AGENCY is responsible for preparing the Work PS&E, the LOCAL AGENCY agrees to provide WSDOT with any addenda required for the Work during the Ad period, to the Parties' mutual satisfaction.
- 2.3 WSDOT shall provide the LOCAL AGENCY with written notification of the bid price for the Work. The LOCAL AGENCY shall have five (5) working days from the date of written notification to provide WSDOT written approval of the bid price for the Work, or request the Work be deleted from the Project. The LOCAL AGENCY may request an extension of time in writing, provided that WSDOT receives the written request not later than five (5) working days after the LOCAL AGENCY has received the written notification. WSDOT shall provide a written response indicating the number of working days extended, if any.
- 2.4 The LOCAL AGENCY acknowledges that if it fails to provide WSDOT with written approval of the bid price for the Work or request that the Work be deleted from the Project within five (5) working days and any approved extension of time pursuant to Section 2.3, WSDOT shall delete the Work from the Project. In this event, the LOCAL AGENCY agrees to reimburse WSDOT for engineering costs and actual direct and related indirect costs incurred by WSDOT associated with deleting the Work from the Project. The LOCAL AGENCY understands that deleting the Work from the Project may require an equitable adjustment to the Project contract and agrees to reimburse WSDOT for costs associated with the equitable adjustment. This Agreement shall then terminate upon receipt of all reimbursement and equitable adjustment payments in accordance with Section 6.
- 2.5 If the LOCAL AGENCY approves the bid price for the Work and WSDOT does not award or execute the Project contract, but thereafter re-advertises the Project for bids, WSDOT agrees to pay all WSDOT costs to re-advertise the Project. The LOCAL AGENCY agrees that WSDOT is not responsible for increased bid prices or delay to the Work or other impacts to the LOCAL AGENCY resulting from re-advertising the Project.
- 2.6 If the LOCAL AGENCY approves the bid price for the Work and WSDOT does not award or execute the Project contract and does not re-advertise the Project for bids, this Agreement shall terminate upon receipt of all reimbursement payments in accordance with Section 6. The LOCAL AGENCY agrees that WSDOT is not responsible for potential increased costs for the Work, delay to the Work or other impacts to the LOCAL AGENCY resulting from not awarding the Project.

3. CONSTRUCTION

- 3.1 WSDOT will be the LOCAL AGENCY's representative during construction and will act as owner in the administration of the contract for the Work. WSDOT will designate a WSDOT Project Engineer to provide all services and tools, including but not limited to construction administration, inspection, materials testing, and representation, necessary to administer and manage the contract to ensure that the Work is constructed in accordance with the contract.
- 3.2 The LOCAL AGENCY may consult with and inquire of WSDOT Project Engineer, attend all meetings, and have access to all documentation concerning the Work. The LOCAL AGENCY shall not provide direction, directly or indirectly, to WSDOT's contractor. All formal contacts between the LOCAL AGENCY and the contractor shall be through WSDOT's representative.
- 3.3 When it becomes known that quantities for a unit bid item will exceed plan quantity for the Work by ten (10) percent or result in a cost increase for the Work exceeding the total amount by the percentage listed under Section 6.5, WSDOT shall consult with the LOCAL AGENCY on possible courses of action within three (3) working days in accordance with Section 4.
- 3.4 The LOCAL AGENCY may inspect the Work. Any costs for such inspection shall be borne solely by the LOCAL AGENCY. All contact between said inspector and the contractor shall be only through WSDOT's inspector or WSDOT's representative.

- 3.5 WSDOT will prepare the final construction documentation in general conformance with WSDOT's Construction Manual. WSDOT will maintain one set of plans as the official "as-built" set, then make notations in red ink of all plan revisions typically recorded per standard WSDOT practices, as directed by WSDOT's Construction Manual. Once the LOCAL AGENCY has accepted the Work per Section 5, WSDOT will provide one reproducible set of as-built plans to the LOCAL AGENCY within N/A () working days.

4. CONTRACT CHANGES

- 4.1 Changes to the Project contract will be documented by change order in accordance with the Standard Specifications. WSDOT shall process change orders for all changes affecting the Work in the manner set forth in subsection SS 1-04.4, Approval of Changes/Checklist, WSDOT Construction Manual, current edition.
- 4.2 Required changes involve such changes in quantities or alterations to the Work as are necessary to satisfactorily complete the Project. All other changes affecting the Work shall be considered elective changes.
- 4.3 The LOCAL AGENCY authorizes WSDOT to initiate all required changes affecting the Work and to negotiate, document and execute the associated change orders. The LOCAL AGENCY agrees to pay for the increases in cost, if any, for the required changes affecting the Work in accordance with Section 6.
- 4.4 WSDOT will advise the LOCAL AGENCY of any proposed required changes affecting the Work as soon as possible and provide it with an opportunity, if time permits, to review the change before implementation. WSDOT will determine the length of the review time based upon the need to expedite the change to avoid delay to the contractor.
- 4.5 The LOCAL AGENCY may request additions to the Work through WSDOT in writing. WSDOT will implement the requested changes as elective changes, provided that a change does not negatively impact WSDOT's transportation system and complies with the Standard Specifications, Project permits, state and/or federal law, applicable rules and/or regulations, and/or WSDOT design policies, and does not unreasonably delay critically scheduled Project contract activities.
- 4.6 All elective changes to the Work shall be approved in writing by the LOCAL AGENCY before WSDOT directs the contractor to implement the changes, even if an executed change order is not required by the Project contract. The LOCAL AGENCY agrees to pay for the increases in cost, if any, for such elective changes in accordance with Section 6.
- 4.7 WSDOT will make available to the LOCAL AGENCY all change order documentation related to the Work.
- 4.8 In the event it is determined that the LOCAL AGENCY does not have sufficient funds to complete the Work, WSDOT and the LOCAL AGENCY shall negotiate to determine the future of the Work. If it is determined that the Work cannot proceed, the Work shall be brought to a level that is safe for public use and WSDOT will terminate the remainder of the Work from the Project contract. In the event the Work is terminated, Section 5 shall apply for that portion of the Work completed up to the time of termination. The LOCAL AGENCY agrees to pay all costs associated with termination, including contractor claims, in accordance with Section 6.

5. ACCEPTANCE

- 5.1 Prior to Work acceptance, WSDOT and LOCAL AGENCY will perform a joint final inspection. The LOCAL AGENCY agrees, upon satisfactory completion of the Work and receipt of a Notice of Physical Completion of the Work, as determined by WSDOT, to deliver a letter of acceptance to WSDOT which shall include a release of WSDOT from all future claims or demands of any nature resulting from the performance of the Work and WSDOT administration thereof, outside WSDOT right of way, subject to any contractor claims (Section 8) caused by the negligent acts or omissions of WSDOT in administering the Work.

- 5.2 If a letter of acceptance is not received by WSDOT within ninety (90) days following delivery of a Notice of Physical Completion of the Work to the LOCAL AGENCY, the Work and WSDOT administration thereof shall be considered accepted by the LOCAL AGENCY, and WSDOT shall be released from all future claims and demands of any nature resulting from the performance of the Work and WSDOT's administration thereof, outside WSDOT right of way, subject to any contractor claims (Section 8) caused by the negligent acts or omissions of WSDOT in administering the Work.
- 5.3 The LOCAL AGENCY may withhold its acceptance of the Work by submitting written notification to WSDOT within N/A ☐ Working ☐ Calendar (____) days following delivery of a Notice of Physical Completion of the Work. This notification shall include the reason(s) for withholding acceptance.

6. PAYMENT

- 6.1 The LOCAL AGENCY, in consideration of the faithful performance of the Work performed by WSDOT and its contractor, agrees to reimburse WSDOT for the actual direct and related indirect costs of the Work, as estimated in Exhibit A.
- 6.2 WSDOT shall provide detailed invoices to the LOCAL AGENCY for the Work performed by WSDOT and its contractor or for costs incurred as provided in Sections 1.2.2, 1.5, 2.4, 4.8 or 8.1.4, and the LOCAL AGENCY agrees to make payment within thirty (30) days from receipt of an invoice. A payment will not constitute agreement as to the appropriateness of any item. At the time of the final invoice, the Parties will resolve any discrepancies.
- 6.3 The LOCAL AGENCY agrees that if it does not make payment within ninety (90) days after receipt of an invoice, WSDOT may deduct and expend any monies to which the LOCAL AGENCY is entitled to receive from the Motor Vehicle Fund.
- 6.4 Advance Payment: If an advance payment is required, the LOCAL AGENCY agrees to pay WSDOT the "Advance Payment Amount," shown above, within twenty (20) days after receipt of Project contract award notification. The advance payment represents approximately fifteen percent (15%) of the cost estimate and covers costs incurred by WSDOT in the initial stages of the Work. The advance payment will be carried throughout the life of the LOCAL AGENCY's cost obligations, with final adjustment made in the final invoice.
- 6.5 Increase in Cost: In the event unforeseen conditions require an increase in the cost of the Work above the cost estimate (including sales tax, engineering, and contingencies) by more than twenty (20) percent, the Parties agree to modify this Agreement by executing a written amendment to address the increase pursuant to Section 10.1, or implement Section 4.8.

7. RIGHT OF ENTRY

- 7.1 The LOCAL AGENCY hereby grants to WSDOT and its authorized agents, contractors, subcontractors, and employees, a right of entry upon all land in which the LOCAL AGENCY has an interest for the purpose of constructing the Project.
- 7.2 Where applicable, the LOCAL AGENCY hereby grants to WSDOT and its authorized agents, contractors, subcontractors, and employees, a right of entry upon all land in which the LOCAL AGENCY has an interest for WSDOT to construct, operate, maintain and/or reconstruct signal loop detectors and appurtenances for signals belonging to WSDOT, if any, that are constructed within the LOCAL AGENCY's right of way. The terms of this Section 7.2 shall survive the termination of this Agreement.

8. CLAIMS

8.1 Claims for Additional Payment

- 8.1.1 In the event the contractor makes claims for additional payment associated with the Work, WSDOT will immediately notify the LOCAL AGENCY of such claims. Such claims shall be made in the manner and form as provided for in the Standard Specifications.

- 8.1.2 The LOCAL AGENCY shall not be obligated to pay such claims or their cost of defense to the extent that the claims are caused by the negligent acts or omissions of WSDOT in administering the Work.
- 8.1.3 The LOCAL AGENCY shall have the right to review and comment on any settlement for claims associated with the Work. However, WSDOT shall have the ultimate right to settle such claims. In the event the LOCAL AGENCY does not agree with the claim settlement as negotiated by WSDOT, the LOCAL AGENCY shall reserve the right to not financially participate in the negotiated claim settlement. If agreement cannot be reached between the LOCAL AGENCY and WSDOT on a claim settlement, the Parties agree to follow the dispute resolution procedure in Section 10.7.
- 8.1.4 If WSDOT agrees, the LOCAL AGENCY may defend contractor claims associated with the Work at its own cost, and in doing so, the LOCAL AGENCY agrees to pay any resulting settlement, court judgment or arbitration award. WSDOT will cooperate with the LOCAL AGENCY in the LOCAL AGENCY's defense of the claims. The LOCAL AGENCY agrees to reimburse any WSDOT costs, including attorneys fees, incurred in providing such assistance in accordance with Section 6.

8.2 Claims for Damages: After Work acceptance, in the event of claims for damages or loss attributable to bodily injury, sickness, death, or injury to or destruction of property that occurs within the limits of the Work located on the LOCAL AGENCY's right of way, the LOCAL AGENCY shall defend such claims and hold harmless WSDOT therefrom, and WSDOT shall not be obligated to pay any claim, judgment or cost of defense. Nothing in this Section, however, shall remove from WSDOT any responsibility defined by the current laws of the state of Washington or from any liability for damages caused by WSDOT's own negligent acts or omissions independent of the Work performed pursuant to this Agreement.

9. OWNERSHIP, OPERATION, AND MAINTENANCE

- 9.1 Upon acceptance of the Work as provided in Section 5, the LOCAL AGENCY shall be the sole owner of that portion of the Work located within the LOCAL AGENCY's right of way, and the LOCAL AGENCY shall be solely responsible for ownership and all future operation and maintenance of the Work at its sole cost, without expense, cost, or liability to WSDOT.
- 9.2 WSDOT facilities constructed on LOCAL AGENCY right of way, if any, as identified in Section 7.2 shall be owned by WSDOT, and WSDOT shall be responsible for the operation and maintenance of such facilities at WSDOT's sole cost, until removed. The terms of this Section shall survive the termination of this Agreement.

10. GENERAL PROVISIONS

- 10.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.
- 10.2 Termination: Neither WSDOT nor the LOCAL AGENCY may terminate this Agreement without the written concurrence of the other Party, except as otherwise provided under Sections 1.2.2, 1.5, 2.4, and 2.6.
 - 10.2.1 If this Agreement is terminated prior to the fulfillment of the terms stated herein, the LOCAL AGENCY agrees to reimburse WSDOT for the actual direct and related indirect expenses and costs it has incurred for the Work up to the date of termination, as well as the costs of non-cancelable obligations.
 - 10.2.2 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- 10.3 Independent contractor: WSDOT shall be deemed an independent contractor for all purposes, and the employees of WSDOT or any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the LOCAL AGENCY.

- 10.4 Indemnification: The Parties shall protect, defend, indemnify, and hold harmless each other and their employees, authorized agents, and/or contractors, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each Party's obligations to be performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) WSDOT, its employees, authorized agents, or contractors and (b) the LOCAL AGENCY, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees, authorized agents, and/or contractors.
- 10.5 Acceptance of Liability: The LOCAL AGENCY agrees and accepts full liability for (1) the PS&E provided for the Work to WSDOT, if any; and (2) for any Work the LOCAL AGENCY has provided direction to WSDOT to design and/or construct outside WSDOT's right of way and/or WSDOT's jurisdiction that does not meet WSDOT standards.
- 10.6 Survivability: Sections 10.4 and 10.5 shall survive the termination of this Agreement.
- 10.7 Disputes: In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT and the LOCAL AGENCY shall each appoint a member to a disputes board, these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.
- 10.8 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington unless filing in another county is required under any provision of the Revised Code of Washington. Further, the Parties agree that each shall be responsible for its own attorneys' fees and costs..
- 10.9 Audits/Records: All Project records for the Work in support of all costs incurred shall be maintained by WSDOT for a period of three (3) years. The LOCAL AGENCY shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should the LOCAL AGENCY require copies of any records, it agrees to pay the costs thereof. The Parties agree that the Work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or state of Washington and/or the federal government.
- 10.10 Term of Agreement: Unless otherwise provided herein, the term of this Agreement shall commence as of the date this Agreement is fully executed and shall continue until the Work is accepted by the LOCAL AGENCY pursuant to Section 5, or as otherwise provided herein, and all obligations for payment have been met.
- 10.11 Working Days: Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below.

LOCAL AGENCY	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
Signature: _____	Signature: _____
By: _____ Print Name	By: _____ Print Name
Title: _____	Title: _____
Date: _____	Date: _____

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SCOPING ESTIMATE - BREAKDOWN BY UNIT BID ITEM

EXHIBIT A

SR: 516

Title: Barnes Creek Fish Passage

WIN: A51601A

PIN: 151601A

MP: 0.41

Prepared By: Andree Dabbs

Date: 12/18/2017

Reviewed By: John Crawford

Date: 12/21/2017

PE	@	20.0%	\$500,000
R/W			\$22,500
CN	@	22.0%	\$1,919,000
Total			\$2,441,500

14 - Environmental Retrofit, Fish Passage				SECTION 1		Totals		Cost Summary	
Stnd Item #	Work Item	Price per Unit	Unit	Qty	Cost	Qty	Cost	Cost	
Preparation									
0025	Clearing and grubbing	\$ 20,000	Acre	0.14	\$2,755	0.14	\$2,755		\$7,755
0050	Removal of structures and obstructions	\$ 5,000	LS	1	\$5,000	1	\$5,000		
Grading									
0310	Roadway excavation incl haul	\$ 100	CY	18	\$1,750	18	\$1,750		\$41,814
0431	Gravel borrow incl haul	\$ 16	Ton	1,982	\$31,717	1,982	\$31,717		
0470	Embankment compaction	\$ 8	CY	1,043	\$8,347	1,043	\$8,347		
Drainage									
1040	Channel excavation incl haul	\$ 18	CY	178	\$3,200	178	\$3,200		\$492,595
1095	Streambed sediment	\$ 50	CY	350	\$17,511	350	\$17,511		
1086	Quarry spalls	\$ 40	Ton	499	\$19,963	499	\$19,963		
3025	Precast reinf. conc. box culvert no. 1 (16 wide x 10 high x 97 long - wing walls included)	\$ 431,922	LS	1	\$431,922	1	\$431,922		
3075	Temporary stream diversion	\$ 20,000	LS	1	\$20,000	1	\$20,000		
Structure									
4006	Structure excavation class A incl haul	\$ 18	CY	1,027	\$18,480	1,027	\$18,480		\$73,980
4013	Shoring or extra excavation class A	\$ 55,500	LS	1	\$55,500	1	\$55,500		
Surfacing									
5100	Crushed surfacing base course	\$ 32	Ton	148	\$4,727	148	\$4,727		\$4,727
Hot Mix Asphalt									
5711	Planing Bituminous Pavement	\$ 30	SY	206	\$6,167	206	\$6,167		\$48,018
5767	HMA C1, 1/2 in. PG 64-22	\$ 200	Ton	196	\$39,113	196	\$39,113		
5830	Job mix compliance price adjustment	Calc	Est	3%	\$1,173	3%	\$1,173		
5835	Compaction price adjustment	Calc	Est	2%	\$782	2%	\$782		
5837	Asphalt cost price adjustment	Calc	Est	2%	\$782.27	2%	\$782.27		
Erosion Control & Planting									
6490	Erosion water pollution control prevention	\$ 50,000	Est	1	\$50,000	1	\$50,000		\$70,987
6424	TESC compliance incentive	Calc	Est	5%	\$2,500	5%	\$2,500		
xxxx	Roadside Restoration	\$ 125,000	Acre	0.14	\$17,217	0.14	\$17,217		
6635	High visibility silt fence	\$ 5	LF	234	\$1,170	234	\$1,170		
Traffic									
6751	Beam Guardrail Type 1	\$ 30	LF	84	\$2,520	84	\$2,520		\$139,780
6757	Beam Guardrail type 31	\$ 60	LF	40	\$2,400	40	\$2,400		
6719	Beam Guardrail type 31 non-flared terminal	\$ 3,000	EA	2	\$6,000	2	\$6,000		
6806	Paint line	\$ 3	LF	536	\$1,608	536	\$1,608		
6881	Plastic drainage marking	\$ 50	EA	2	\$100	2	\$100		
6884	Raised pavement marker type 2	\$ 1,200	Hun	0.07	\$80	0	\$80		
6888	Temporary pavement markings	\$ 2	LF	536	\$1,072	536	\$1,072		
6971	Project temporary traffic control (Includes Temp Detour and Construction Signing Class A)	\$ 126,000	LS	1	\$126,000	1	\$126,000		
Other									
7003	Type B progress schedule	\$ 5,000	LS	1	\$5,000	1	\$5,000		\$37,963
7037	Structure surveying	\$ 5,000	LS	1	\$5,000	1	\$5,000		
7038	Roadway surveying	\$ 5,000	LS	1	\$5,000	1	\$5,000		
7480	Roadside Cleanup	\$ 20,000	Est	1	\$20,000	1	\$20,000		
7725	Reimbursement for third party damage	\$ 5	Est	1	\$5	1	\$5		
7728	Minor change	\$ 1	Calc	(1)	(\$1)	-1	(\$1)		
7732	Aggregate compliance price adjustment	\$ 1	Calc	(1)	(\$1)	-1	(\$1)		
7736	SPCC plan	\$ 1,000	LS	1	\$1,000	1	\$1,000		
7554	Construction geotextile for permanent erosion control	\$ 1,000	SY	392	\$1,960	392	\$1,960		

Subtotal for Percentages									
Bid Item Subtotal:					\$917,519		\$917,519		\$917,519
Miscellaneous				30.0%	\$275,256		\$275,256		\$275,256
Subtotal:					\$1,192,774		\$1,192,774		\$1,192,774
Mobilization				10.0%	\$119,277		\$119,277		\$119,277
Subtotal:					\$1,312,052		\$1,312,052		\$1,312,052
Sales Tax				10.0%	\$131,205		\$131,205		\$131,205
Bid Item Total:					\$1,443,257		\$1,443,257		\$1,443,257
Construction Engineering				22.0%	\$317,517		\$317,517		\$317,517
Contingencies				4.0%	\$57,730		\$57,730		\$57,730
Construction Total:					\$1,818,504		\$1,818,504		\$1,818,504
Preliminary Engineering				20.0%	\$288,651		\$288,651		\$288,651
Stream design group				5.0%	\$72,163		\$72,163		\$72,163
Geotechnical				\$75,000		\$75,000		\$75,000	
Preliminary Engineering Total:					\$435,814		\$435,814		\$435,814
Right of Way Total:				2 TCE @ \$10K each	\$20,000		\$20,000		\$20,000
Total Project Costs:					\$2,274,318		\$2,274,318		\$2,274,318

- ASSUMPTIONS:
- 1 This project will need approximately 25 working days to complete all work.
 - 2 Sales Tax adjusted to 10% per Washington State Department of Revenue website 12/18/17.
 - 3 Preliminary Engineering adjusted to 20% based on similar Fish Passage project PE costs.
 - 4 Construction Engineering adjusted to 22% and Contingencies adjusted to 4% per Plans Preparation Manual dated November 2013.
 - 5 Miscellaneous adjusted to 30% due to limited maturity of project and to capture costs and risks not identified during the scoping phase.
 - 6 Wing walls are incidental to the Precast Reinf Conc. Box Culvert No. 1, and included in the Lump Sum cost.
 - 7 Culvert estimated at 97 ft in length which is based on matching current conditions (existing culvert = 97 ft long, per WDFW Culvert Assessment Report).
 - 8 There are 7 known utilities (aerial & buried) within the project limits. All known utilities hold permit or franchise with WSDOT and potential impact/relocation costs will be the responsibility of utility.
 - 9 Right of Way costs estimated for two temporary construction easements.
 - 10 Removal of Raised Pavement Markers, Pavement Markings, Plastic Lines, and Paint Lines are incidental to the Planing Bituminous Pavement work. Incidental is defined as "liable to happen as a consequence of."

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Exhibit B
SCOPE OF WORK
SR 516/Barnes Creek – Fish Passage

This project will remove the existing fish barrier and replace it with a fish passable structure.

This agreement provides for the design of this project including:

- Survey
- Preliminary Hydraulic Design
- Preliminary Right of Way Plans
- Utility Coordination
- Preliminary Public Outreach
- Environmental Permitting
- PS&E Package for Advertisement

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Barnes Creek/KDM Culvert Replacement

Project # 451.804.040

Project Manager:
Lead Department:
Design Start Date:
Bid Opening:
Award:
Accepted by Council:
Retainage Released:

Est. Actual

Summary Project Description:

Project improvements will include the installation of 80 to 100 feet long box culvert, depending on the method of construction and current fisheries requirements. The dramatic elevation change from upstream to downstream and the need to moderate velocity for fish passage may require that a special energy dissipater and/or fish ladder be installed at the culvert outlet. The costs shown assume a 50% cost share of the project, with the design, permitting and construction engineering performed by the Washington State Department of Transportation.

TOTAL PROJECT SCOPE

Expenditures	11/9/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate
Design			
External Engineering	355,471	(30,724)	324,747
Internal Engineering/Project Mgmt	63,243	(27,048)	36,195
Other Professional Services	16,301	(9,592)	6,709
Prop/ROW/Easements			20,000
Construction			-
External Engineering/Inspect	135,000	65,000	200,000
Internal Engr-Proj Mgmt/Inspect	35,000	13,000	48,000
Construction Contract 1	752,500	7,000	759,500
Const Contract 1 - Contract Contingency		-	-
Other			
Interfund Financial Services	12,605	3,375	15,980
Non-Capitalizable Services (Alternative Analysis)	16,200	-	16,200
Contingencies	504,865	29,017	533,882
Total Project Expense Budget:	1,891,185	50,028	1,961,213

PROJECT ALLOCATIONS BY YEAR

Project to Date 12/31/16	Estimated Year End 2017	Planned Year 2018	Planned Year 2019	Planned Year 2020	Planned Year 2021
60,006	14,741	250,000			
19,695	1,500	15,000			
6,709	-		20,000		
				200,000	
				48,000	
				759,500	
860	195	2,650	200	12,075	
16,200					
283,882		50,000		200,000	
387,352	16,436	317,650	20,200	1,219,575	-

Funding Sources	11/9/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate
Transfer in fund 450	1,807,461	70,028	1,877,489
SWM Capital Fund Balance	21,623	-	21,623
Storm Drain Hook Up Fees	62,101	-	62,101
Total Project Revenue Budget:	1,891,185	70,028	1,961,213

Committed Cash:

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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: 2018 4Culture Grant Acceptance

FOR AGENDA OF: April 12, 2018

ATTACHMENTS:

DEPT. OF ORIGIN: Parks, Recreation & Senior Services

1. 2018 4Culture Grant, Letter of Agreement

DATE SUBMITTED: March 30, 2018

CLEARANCES:

☐ Community Development N/A

☐ Marina N/A

☒ Parks, Recreation & Senior Services 

☐ Public Works N/A

CHIEF OPERATIONS OFFICER: DSB

☒ Legal 

☒ Finance 

☐ Courts N/A

☐ Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to seek City Council acceptance of a 2018 4Culture Grant.

Suggested Motion:

Motion: "I move to accept the grant from 4Culture for 2018 Arts Sustained Support in the amount of \$7,500 for the City of Des Moines Arts Commission programs, and authorize the City Manager to sign the grant documents substantially in the form as attached."

Background

The City of Des Moines Parks, Recreation and Senior Services Department applies annually for 4Culture Grants on behalf of the Arts Commission and the Department to provide funding for its programs and services.

Discussion

Each year the Arts Commission budget is approved with the expectation that the City subsidy will be matched by outside grants and other funds. The City staff in cooperation with the Arts Commission applies for grant opportunities to help meet the Commission's program revenue goals. 4Culture, the Cultural Development Authority of King County funded by King County Hotel-Motel tax, supports local arts agencies by providing sustaining funds and other project specific grant awards. For 2018, staff applied for a 4Culture Arts Sustained Support Grant in the amount of \$7,500 for City of Des Moines Arts Commission cultural programs such as the Beach Park Summer Concert Series.

Alternative

Not accept the 4Culture Grant for 2018 Arts Sustained Support (not recommended).

Financial Impact

City Council authorized grants, other outside donations and earned income are revenue sources to support Arts Commission programs and services as part of the City's 2018 Budget process.

Recommendation or Conclusion

The Parks, Recreation and Senior Services Director and Arts Commission support this request.



GRANT INFORMATION

TEL 206.296.7580
TTY 711

101 PREFONTAINE PL S
SEATTLE WA 98104

WWW.4CULTURE.ORG

CONTRACTOR INFORMATION

City of Des Moines
Shannon Kirchberg
Arts Commission Liaison
1000 S 220th Street
Des Moines, Washington 98198
(206) 870-6527

Your Contract #: 118433A
Arts Sustained Support - 1750
Motion #: 2018-10

PROGRAM INFORMATION

Attached is your Contract with 4Culture for \$7,500.00 for the *2018 Arts Sustained Support - LAA* project. The contract starts on 01/01/18 and ends on 12/31/18.

For questions, contact Bret Fetzer at bret.fetzer@4culture.org or (206) 263-1599.

SCOPE OF SERVICE

The City of Des Moines and 4Culture, the Cultural Development Authority of King County, mutually agree that the following services be provided in accordance with the application submitted to and approved by the 4Culture Board.

Support for 2018 Programs, including events or activities with actual expenses in excess of the amount of this organization's Arts Sustained Support award, occurring between Jan 1 and Dec 31 of this year, and which are open and publicized to the community. Funds are provided on a cost reimbursement basis, including any overhead, personnel, rent, insurance, and related operating expenses necessary as part of the production of activities and experiences supported by this award.

Payable upon completion of events or activities that fulfill the requirements above and submittal of an invoice, including documentation regarding:

- Final project budget, actual
- Samples of programs, brochures, or other marketing materials featuring the 4Culture logo, if available
- Photos of the event, if available

Final payment will not be made until acknowledgment is submitted

PUBLIC BENEFIT

The Des Moines Arts Commission prides itself on the fact that all of its events are offered to the community at no charge. As a commission that is partially funded by the City of Des Moines it strives to continue to find local funding to ensure that all of the community has the opportunity to enjoy its events at no cost. The only ticketed event the commission puts on annually is the Arts Gala of which is a fundraising event. In offering these events at no cost, the commission enables participation from all citizens no matter their income level. These free community events bring our residents together at a fun, welcoming inclusive diverse event of which encourages interaction with performing artists from the surrounding area.

CONTRACTOR INSTRUCTIONS

Please electronically sign this Contract within two weeks of receipt and return any required enclosures. You will not be able to make changes to this Contract. If there is an error in the document, or if you need to request changes in your Scope of Service or other items, please contact your Program Manager listed above.

1. **Services** – Please review the information, Scope of Service, and Public Benefit sections above carefully. These explain the services you are agreeing to provide in accordance with the application you submitted to 4Culture.
2. **Enclosures** – Please download and complete any required enclosures listed below and e-mail to 4Culture at attachments@4culture.org. Enclosures with private information (e.g. social security numbers on a W-9) may be mailed to 4Culture, 101 Prefontaine PI S, Seattle, WA 98104-2672.
 - a. **Items to be returned at the time you sign the contract:**
 - W-9
 - b. **At the time you are requesting payment**, you will need to provide appropriate documentation such as an interim invoice, final invoice, evaluation, or digital photos. Please review your specific grant program requirements at 4Culture's website: [Manage Your Award](#).
3. **4Culture Logo** – For details of the requirements for acknowledging 4Culture support, please refer to the Letter of Agreement. The [4Culture logo](#) is available for download in PDF, EPS, and Jpeg formats.

Promote your 4Culture funded project using our [Media Kit](#). Find out what's required, what you can do, and how we can help.

4. **Signature** – Follow the link in the e-mail message - you will be walked through a few simple steps to read and sign the contract at DocuSign. A copy of the Contract will be e-mailed to you as a PDF after it has been signed by 4Culture's Executive Director.

LETTER OF AGREEMENT

Contractor agrees to provide the services as specified on the Grant Information sheet.

4Culture, the Cultural Development Authority of King County agrees to pay the Contractor for services described on the Grant Information sheet. Payment will be made upon receipt of the invoices provided by 4Culture and any other required documents as specified in the scope of service or listed as Enclosures in the Grant Information sheet.

4Culture is organized pursuant to King County Ordinance 14482 and RCW 35.21.730, et seq. RCW 35.21.750 provides as follows: "[All] liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority."

The legislative authority of 4Culture has found and declared that providing funds to Contractor to reimburse Project costs in consideration of services provided hereunder constitutes a public purpose with the meaning of Article VII, Section 1 of the Washington State Constitution for which public funds may properly be expended or advanced.

Arts and Heritage organizations receiving funding from King County through the cultural development authority shall comply with all applicable federal, state and local laws pertaining to access for people with disabilities, and nondiscrimination in employment and the provision of services to the public, as delineated in K.C.C. 2.48.125.

In providing services under this Agreement, the Contractor is an independent contractor, and shall determine the means of accomplishing the results contemplated by this Agreement. Neither the Contractor nor its officers, agents or employees are employees of 4Culture for any purpose. 4Culture assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the Contractor, its employees and/or others by reason of this Agreement. Contractor shall protect, defend, indemnify and save harmless 4Culture and its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes; (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Agreement. The Contractor shall also defend, indemnify, and save harmless 4Culture, and its officers, agents, and employees, from and against any and all claims made by Contractor's employees arising from their employment with Contractor.

If any patentable or copyrightable material or article should result from the Project, all rights accruing from such material or article shall be the sole property of Contractor. Contractor agrees to and does hereby grant to 4Culture, an irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Agreement solely for non-commercial publicity and marketing purposes. The foregoing license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of Contractor which are modified for use in the performance of this Agreement. 4Culture will not use, license, distribute or gift any of Contractor's work, material, article or method for profit.

To the full extent provided by applicable law, the Contractor shall protect, defend, indemnify, and save harmless 4Culture its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the acts or omissions of the Contractor, its officers, employees, and/or agents, except to the extent resulting from 4Culture's sole negligence. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For the purpose of this agreement, the Contractor, by mutual negotiation, hereby waives, as respects 4Culture only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

The Contractor shall procure and maintain for the duration of this Agreement insurance as described below:

A. Contractor shall procure, at its sole cost and expense, Commercial General Liability insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractors. Each policy shall be written on an "Occurrence" basis.

B. Minimum Scope of Insurance shall be Insurance Services Office form number (CG 00 01 Ed. 11-88)—Minimum Combined Single Limit of \$1,000,000 BI & PD with a General Aggregate per project.

C. Deductibles and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, 4Culture. The deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to 4Culture and shall be the sole responsibility of the Contractor.

D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Policies

a.) 4Culture, its officers, employees and agents are to be covered as primary additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.

b.) To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects 4Culture, its officers, employees, and agents. Any insurance and/or self-insurance maintained by 4Culture, its officers, employees, or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.

c.) The Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies

a.) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except as reduced in aggregate by paid claims, at any point during the life of this contract. No material change, or cancellation or nonrenewal of any policy required by this contract shall occur without thirty (30) days' prior written notice to 4Culture.

E. Acceptability of Insurers

Unless otherwise approved in writing by 4Culture, insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Bests' surplus size VIII.

F. Verification of Coverage

4Culture, reserves the right to request that contractor submit the certificate(s) of insurance evidencing compliance with all requirements set forth above.

In the event 4Culture incurs any judgment, award and/or cost arising there from including attorney's fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor. Claims shall include, but are not limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

The Contractor agrees to acknowledge **4Culture** support in all marketing and promotional materials, websites, brochures, press releases, advertisements, signage and other related materials during the period this contract is in force, by using either the credit line "this project was supported, in part, by 4Culture/King County Lodging Tax", and/or whenever possible, by the use of the 4Culture logo. See "manage your awards" on the 4Culture website for examples of logo use for your specific award program.

4CULTURE:

CONTRACTOR:

APPROVED AS TO FORM:

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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: Appointment of Claims for Damages
Acceptance Agents

ATTACHMENTS:

1. Draft Resolution No. 18-035

FOR AGENDA OF: April 12, 2018

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: April 2, 2018

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL 

Purpose

Draft Resolution No. 18-035 updates the appointed Acceptance Agents to receive Claims for Damages filed with the City.

Suggested Motion

Motion: "I move to adopt Draft Resolution No. 18-035 updating the Acceptance Agents for Claims for Damages filed against the City pursuant to chapter 4.96 RCW and superseding Resolution No. 1362."

Background

RCW 4.96.020 sets forth the procedures for accepting Claims for Damages arising out of the tortious conduct of local government entities and their agents. RCW 4.96.020(2) requires governing bodies of local governmental entities to identify an Acceptance Agent and the address where the Agent may be reached during normal business hours.

Discussion

Resolution No. 1362 appointed our City Clerk, Paralegal, and former Deputy City Clerk as Acceptance Agents for Claims for Damages. Since we have a new Deputy City Clerk, the City needs to make a new appointment. Resolution No. 18-035 appoints the current City Clerk as the Acceptance Agent for the City, along with two alternates to act as Interim Acceptance Agents when the Acceptance Agent is not available; and also directs the City Clerk/Communications Director to record a certified copy of this Resolution with the King County Recorder's Office.

Alternatives

None. This is a requirement of chapter 4.96 RCW.

Financial Impact

None, except for the King County Recorder's fee.

Recommendation

Administration and the Legal Department recommend approval of this Resolution.

CITY ATTORNEY'S FIRST DRAFT 04/02/2018**DRAFT RESOLUTION NO. 18-035**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, relating to Claims for Damages, appointing Acceptance Agents for Claim for Damages filed against the City pursuant to chapter 4.96 RCW, and superseding Resolution No. 1362.

WHEREAS, chapter 4.96 RCW sets forth the procedures for presenting Claims for Damages arising out of the tortious conduct of local governmental entities, including cities, or the tortious conduct of their past or present officers, employees or volunteers while performing or in good faith purporting to perform their official duties, and

WHEREAS, RCW 4.96.020 requires local governmental entities to appoint an agent to receive any Claims for Damages made under chapter 4.96 RCW, and

WHEREAS, Des Moines Resolution No. 1362, passed by the City Council on May 5, 2017, appointing Acceptance Agents for Claims for Damages, requires updating; now therefore,

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

Sec. 1. In accordance with RCW 4.96.020, the City Council hereby appoints:

Bonnie Wilkins, CMC, City Clerk/Communications Director
21630 11th Ave So., Suite A
Des Moines, WA 98198

and in the absence of the City Clerk/Communications Director, the following as alternates:

Taria Keane
Deputy City Clerk
21630 11th Ave So., Suite A
Des Moines, WA 98198

Vicki Sheckler
Paralegal
21630 11th Ave So., Suite C
Des Moines, WA 98198

to act as the Agents to receive any Claim For Damages made under chapter 4.96 RCW.

Sec. 2. In accordance with RCW 4.96.020, the City Council hereby adopts the following procedures for presenting Claims for Damages made under chapter 4.96 RCW:

Resolution No. _____
 Page 2 of 3

(1) **Recording Information with Auditor.** The identity of the Agent(s) and the address where the Agent(s) may be reached during normal business hours of the City shall be recorded by the City with the auditor of King County (the "Auditor").

(2) **Procedure for Presenting Claims.** All Claims for Damages made under chapter 4.07 RCW shall be presented personally to the Agent(s) at the address and within the business hours recorded with the Auditor, from 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays, and shall be presented within the applicable period of limitations in which such an action must commenced.

(3) **Content of Claim.** All Claims for Damages arising out of tortious conduct shall locate and describe the conduct and circumstances which brought about the injury or damage, describe the injury or damage, state the time and place the injury or damage occurred, state the names of all persons involved, if known, and shall contain the amount of damage claimed, together with a statement of the actual residence of the claimant at the time of presenting and filing the claim for a period of six (6) months immediately prior to the time the claim arose.

(4) **Notice Period.** No action shall be commenced against the City for damages arising out of tortious conduct until sixty (60) days have elapsed after the Claim has first been presented and filed in accordance with chapter 4.96 RCW and this Resolution.

Sec. 3. Resolution No. 1362 is superseded by this Resolution.

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

Resolution No. _____
Page 3 of 3

ATTEST:

City Clerk/Communications Director

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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: WSDOT SR509 Completion Project -
S 216th Street Bridge Memorandum of
Understanding

ATTACHMENTS:

1. Memorandum of Understanding

FOR AGENDA OF: April 12, 2018

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: April 5, 2018

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DIS

- ☒ Legal T6
- ☐ Finance N/A
- ☐ 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 Memorandum of Understanding, Attachment 1, between the City of Des Moines, City of SeaTac, and the Washington State Department for the design and construction of the SR509 Completion Project: S 216th Street Bridge.

Suggested Motion:

Motion 1: “I move to approve the Memorandum of Understanding with the Washington State Department of Transportation and City of SeaTac for the SR509 Completion Project: S 216th Street Bridge Dimensions and Construction Staging, and further authorize the City Manager to sign said agreement substantially in the form as submitted.”

Background

As part of the SR509 Completion Project, the Washington State Department of Transportation (WSDOT) will be replacing the South 216th Street bridge which spans Interstate 5 (I-5) as well as future SR509 widening and the Sound Transit Federal Way Light Rail extension. This replacement is scheduled to begin mid-2025, after the planned light rail extension completion. Originally, WSDOT had planned to only replace the existing 2-lane bridge in-kind with a new 2-lane bridge.

Throughout 2017, Des Moines, SeaTac, and WSDOT have been collaborating to ensure the best outcome for all stakeholders involved with the understanding that this facility serves a significant volume of vehicular traffic. WSDOT has provided detailed traffic studies, bridge replacement cost estimates, and project phasing alternatives to help understand and reduce project impacts. All alternatives presented were reviewed until general consensus was achieved by all parties. Additionally, Sound Transit was asked to join in the discussion to further reduce project impacts by integrating the bridge replacement into the light rail project, but they declined to participate.

Discussion

South 216th Street serves as a major east-west arterial roadway connecting the City of Des Moines to Military Road South in SeaTac, providing regional access to I-5, Kent Valley, and Veterans Drive. Future widening of South 216th Street within Des Moines to the I-5 bridge is identified within the City's Transportation Improvement Plan (TIP) as well as intersection improvements identified by SeaTac at South 216th Street & Military Road. It is envisioned that South 216th Street consists of a 3-lane roadway section with bike lanes and sidewalks to tie into a dedicated eastbound left-turn lane at Military Road, alleviating vehicle queuing currently experienced as far west as SR99.

In final discussions, two options were determined to be feasible for bridge replacement that consist of three distinct stages:

Option 1:

Construct new 2-lane bridge while maintaining two-way traffic during three stages of bridge replacement.

Stage 1: Build temporary 2-lane bridge adjacent to existing. (1-2 years)

Stage 2: Demolition and replacement of 2-lane existing bridge. (2 years)

Stage 3: Demolition of temporary 2-lane bridge. (1-year)

Option 2:

Construct new 3-lane bridge while allowing full eastbound lane (EB) closure for one stage of bridge replacement.

Stage 1: Close EB traffic, demo existing ½ bridge, build 2-lane bridge. (1-year)

Stage 2: EB & WB traffic, demo existing ½ bridge, and build new 1-lane bridge. (1-year)

Stage 3: Open all 3-lanes to traffic. (3-months)

While traffic volumes will increase on SR99 with selection of Option 2 during the EB traffic closure, it was determined that Option 2 achieves Des Moines' and SeaTac's long term transportation improvement goals while reducing the overall duration of project impacts from 4-5 years to approximately 2.5.

The City of SeaTac is a major stakeholder in this bridge replacement project due to their Right-of-Way abutting the east end of the South 216th Street Bridge as well as needed capacity improvements at the intersection of South 216th Street and Military Road. Coordination between agencies has allowed opportunity to realize full roadway buildout. The City of SeaTac has taken action and signed the MOU on April 5th, 2018.

Alternatives

The City Council could direct staff to pursue Option 1 for the bridge replacement with WSDOT and SeaTac but will not achieve the desired 3-lane bridge or reduced construction duration. Future bridge expansion would then be the responsibility of the local agencies.

Financial Impact

None.

Recommendation

Staff recommends adoption of the motion.

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**Washington State Department of Transportation
(WSDOT) and the Cities of Des Moines and
SeaTac**

MEMORANDUM OF UNDERSTANDING (MOU)

For

**DESIGN and CONSTRUCTION of the SR 509
Completion Project: S 216th Street Bridge
Dimensions and Construction Staging**

This MOU documents agreement between the cities of Des Moines and SeaTac (the CITIES), and the Washington State Department of Transportation (WSDOT/STATE), hereafter known as the "Parties" or individually as the "Party", on the bridge dimensions and on the allowable closures during construction of the S 216th Street Bridge (the PROJECT) in Des Moines, Washington. This MOU agreement is necessary at this point in WSDOT's project delivery schedule because the PROJECT footprint needs to be solidified prior to right of way acquisition.

WSDOT will construct the PROJECT improvements as described in this MOU and shown in Exhibit A.

1. Background

The Parties have had ongoing discussions that have resulted in design decisions by the STATE for elements within the PROJECT. Those decisions and elements are incorporated into this MOU and are specifically identified in Exhibit A, attached hereto and by this reference made part of this MOU. It is anticipated by the Parties that these decisions and elements will be incorporated into designs, contracts and/or other related agreements, supplements, and/or amendments, for this PROJECT.

The CITIES and the STATE agree on the new S 216th Street Bridge design that will have a total roadway width of 57 feet, including:

- One 12-foot center turn lane
- Two 11-foot wide through lanes (one EB, one WB)
- Two 5-foot bike lanes (one EB, one WB)
- Two 6.5-foot sidewalks (including 0.5 foot curb, one EB, one WB)

Once constructed, the new bridge centerline will be shifted south approximately 12 feet. The northern edge of the new S 216th Street Bridge will approximately match the northern edge of current bridge. The S 216th Street Bridge is being shifted south to minimize impact to Puget Sound Energy's (PSE) electrical transmission line and its right of way (ROW) north of the current S 216th Street Bridge. The S 216th Street Bridge right of way width will be 60 feet.

2. Construction Approach

To accommodate the design and construction of PROJECT, the Parties agree on the following temporary lane and shoulder widths during construction:

Eleven (11) foot travel lanes with two (2) foot shoulders adjacent to barrier (edge of lane to barrier), and zero (0) foot shoulder when adjacent to curb, typical for all CN phases.

After analyzing impacts to the traveling public of several options, the Parties have agreed on a preferred conceptual construction approach for the PROJECT will consist of three (3) stages as shown on Exhibit B:

- Stage 1 – Close the East Bound (EB) lane and restrict S 216th Street Bridge traffic to the West Bound (WB) lane only so the southern half of the existing bridge can be removed, and the southern half (approximately) of new the bridge can be built. Pedestrian access across the bridge will be on the north side on the existing sidewalk width. **Construction duration – Approximately one (1) year**
- Stage 2 – Shift traffic to the new bridge segment built in Stage 1, opening the S 216th Street Bridge to two lanes of traffic. Remove the remaining portion of the existing bridge, and construct the remaining width of new bridge (incl. sidewalk). There will be no pedestrian access across bridge during Stage 2. **Construction duration – Approximately one (1) year**
- Stage 3 – Shift traffic north to construct the south sidewalk, then re-stripe to final configuration. Pedestrian access will be across the north (new) sidewalk. **Construction duration – Approximately three (3) months**

Based on this conceptual construction approach, WSDOT agrees to include the following requirements in the S 216th Street Bridge Design-Build contract:

- Two lanes of traffic shall be maintained at all times during construction of the new bridge with the exception of a one (1) lane east bound closure for a maximum duration of one (1) year.
- Prior to issuance of NTP for the Design-Build contract, WSDOT will perform pedestrian counts and a community engagement campaign to identify pedestrian needs for this route. Based on public input and need, WSDOT will add mitigation requirements for the Design-Builder.

3. Endorsement

IN WITNESS WHEREOF, the undersigned Parties have executed this MOU as of the last date written.

CITY OF DES MOINES

By:

DateWASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

By: Craig Stone
Puget Sound Gateway Program Administrator

Date

CITY OF SEATAC

By:

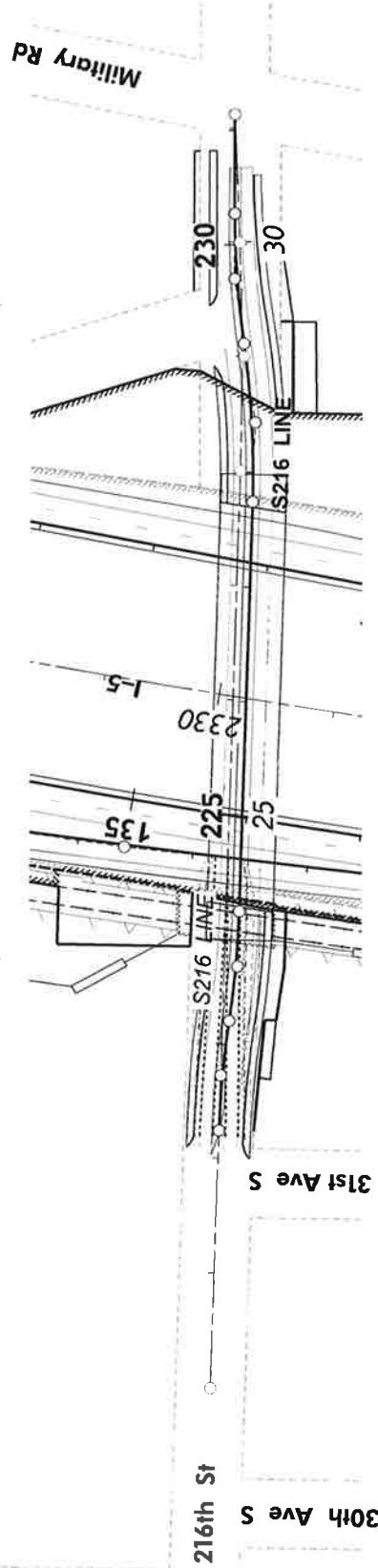
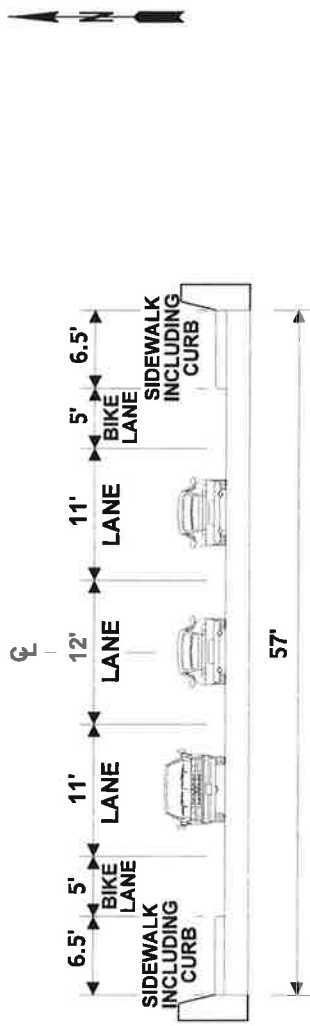
Date

MEMORANDUM OF UNDERSTANDING (MOU)
For DESIGN and CONSTRUCTION of the SR 509
Completion Project: S 216th Street Bridge Dimensions
and Construction Staging

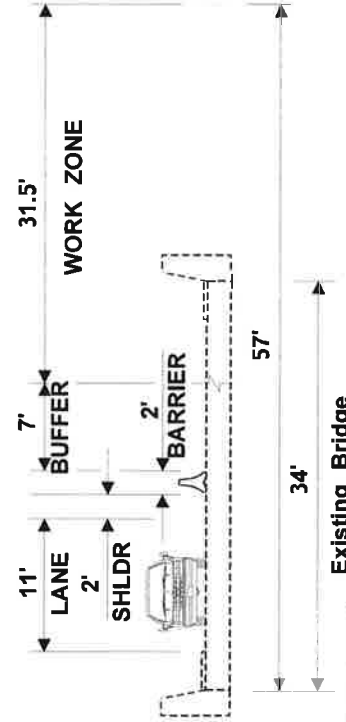
Exhibit A

S 216th Bridge Construction Staging and Final Cross-Section

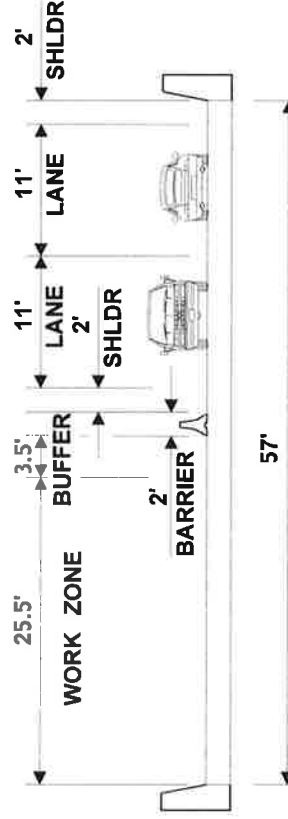
216TH ST TRAFFIC CONTROL STAGING



STAGE 1



STAGE 2



FOR DISCUSSION
PURPOSES ONLY

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Quarterly Update April 12, 2018



Des Moines **WA**
The Waterland City





Des Moines Arts Commission

Sheri Verburg, Chair

Michelle Fawcett, Vice Chair

Anne Sweet, Secretary

Fred Andrews

Patricia Clark

Al DeAnda

Nicholas Fannin

Ekk Sisvatdy

Marcus Williams

Luisa Bangs, City Council Member Liaison

Patrice Thorell, Director Parks &
Recreation & Sr. Services

Shannon Kirchberg, Events & Facilities
Manager



Projects & Activities

- Concerts in Beach Park
- Shakespeare in the Park
- Art & Wine Walks
- Art On Poverty Bay
- Sculpture Acquisition
- 4th Arts Gala on Poverty Bay
- Paint Night
 - <https://www.paintnite.com/events/05-31-18-fundraiser-for-the-des-moines-arts-commission-10068717>
- Squid-A-Rama
- Seattle Symphony Community Concert



2018 Vision & Mission

Vision Statement:

“Des Moines is recognized for it’s advancement of vibrant Arts and Culture.”

Mission Statement:

“Establish Des Moines as a Center for the Arts.”



2018 Goals

- 1. Improve Diversity/Access to the City through the Arts, as measured by DMAC surveys.*
- 2. Communicate with City Council on a Quarterly basis.*
- 3. Increase gross earnings 20% over previous year.*
- 4. Develop a DMAC Marketing Plan.*



Next Visit...

- Social Media Update
- Concerts in the Park Entertainment





DES MOINES AFFORDABLE HOUSING



Des Moines City Council
April 12, 2018



LABORERS 242

- Local Laborers union serving the Greater Seattle area since 1911
- Improving quality of life for members and their families
- Union hall located on Pacific Highway South in Des Moines
- Provides training and apprenticeship opportunities

DES MOINES
AFFORDABLE HOUSING





PROJECT SITE

22205 Pacific Highway South

- Pacific Highway S and S 222nd St
- Adjacent to Laborers 242 building
- Pacific Ridge Commercial zone
- Amenity and transit rich area
- 47,000 square feet

DES MOINES
AFFORDABLE HOUSING





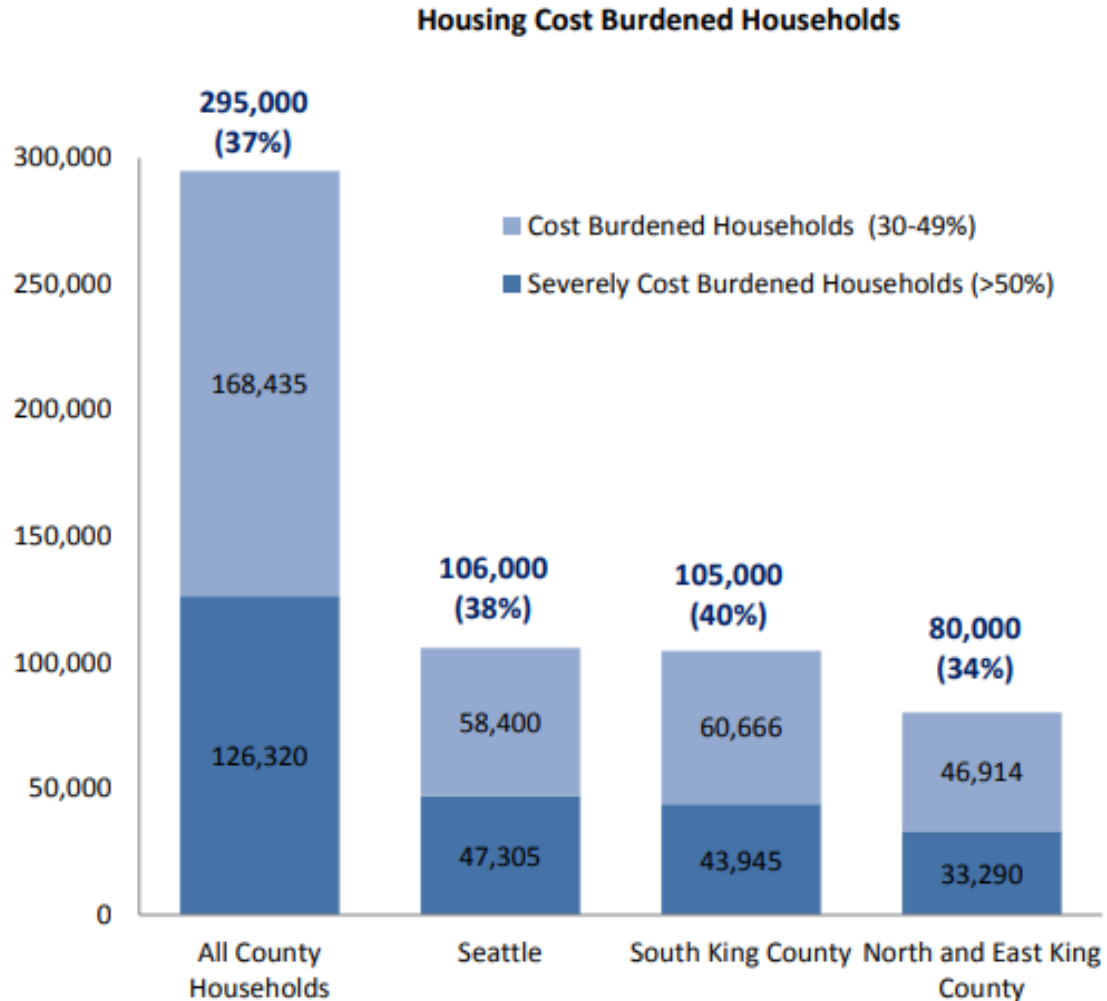
WHY AFFORDABLE HOUSING

- Public and community benefit
- Economic benefit
- Membership connection

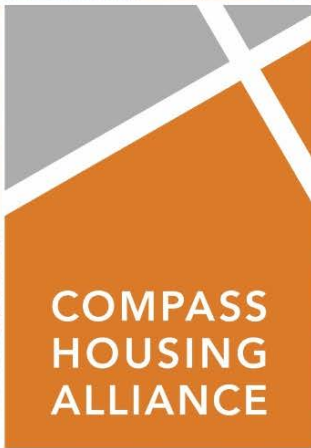
DES MOINES
AFFORDABLE HOUSING



HOUSING DEMAND IN DES MOINES



- Jobs generated by business park
- Families and individuals in Des Moines facing economic pressure from growing rents in South King County
- Project will stabilize existing Des Moines residents and provide on-site services
- Project will remain affordable for 50+ years – committed to long term success



COMPASS HOUSING

- Providing services and affordable housing in the Puget Sound for nearly 100 years
- Serving men, women, veterans and families who are low-income or experiencing homelessness
- Portfolio includes day services, emergency shelter, transitional housing and affordable housing at 23 locations.
- Partner with local congregations, governments and service providers to provide programs and services

DES MOINES
AFFORDABLE HOUSING





PROJECT PROPOSAL

- 60-75 units of permanent affordable housing
- Individuals and families earning up to \$28,800 and \$48,000 (30-50% area median income)
- Including at least 20% homeless households; units for veterans
- On-site services

DES MOINES
AFFORDABLE HOUSING





INNOVATIVE MODEL: LABOR & HOUSING

- Address housing and employment stability simultaneously
- Compass: case management services
- Laborers: Apprenticeship School; Helmets to Hardhats program

DES MOINES
AFFORDABLE HOUSING





INVESTING IN PACIFIC HIGHWAY SOUTH

- \$25M total development cost
- Leverages permanent funding from:
 - WA Dept. of Commerce
 - KC Veterans, Seniors, and Human Services Levy
 - Low Income Housing Tax Credit (LIHTC) program
- Potential for community-oriented service space on ground floor to serve both housing and wider community

DES MOINES
AFFORDABLE HOUSING





PROJECT DESIGN AND PROPERTY MANAGEMENT

- Project development team includes NK Architects and Beacon Development Group
- Team has extensive experience developing high quality, well-maintained buildings
- Compass ensures responsive property management working closely with case management staff to ensure pride of place and safe/supportive environments

DES MOINES
AFFORDABLE HOUSING



DES MOINES
AFFORDABLE HOUSING



COLLABORATION AND PARTNERSHIP WITH CITY OF DES MOINES

- Competitive funding environment requires local support
- Permitting and entitlement support is key
 - Ground floor commercial requirement
 - Private outdoor amenity spaces (balconies)
 - Parking
- Support could also include fee waivers or reductions

CITY OF DES MOINES
RESOLUTION NO.

A RESOLUTION OF THE DES MOINES CITY COUNCIL EXPRESSING SUPPORT FOR STUDENT SAFETY, DIVERSITY, VALUE COHORTS AND COMMUNITY CONNECTION FOR SCHOOLS IN THE CITY OF DES MOINES

WHEREAS, the City supports diversity, equity, safety and inclusion of all of its citizens, neighbors and visitors; and

WHEREAS, the City rejects divisiveness, bigotry and hate and will fight for the freedoms and safety of all members of the community; and

WHEREAS, the City supports the vision and goals of the Highline Public Schools as an essential partner to help students become the best they can be and recognize mutual interests that help build great communities; and

WHEREAS; the City supports a need for school boundaries and feeder patterns that demonstrate a long-lasting sense of belonging, community and neighborhood identity for children; and

WHEREAS; the City supports boundaries and feeder patterns that support a diverse student population and safety at City of Des Moines Schools that assures students living in the City of Des Moines, will go to the same Middle and High School with a minimum of two elementary cohorts; and

WHEREAS; the City supports a strong need to provide children with simple and safe transportation to school, while encouraging walking and bicycling whenever possible; and

WHEREAS; the City supports a student's ability to attend City of Des Moines Schools where they are eligible for City of Des Moines Scholarships enabling them to attend before and after school programs; and

WHEREAS; the City rejects the recommendations of the Highline School District Capital Facilities Advisory Committee (CFAC) for City of Des Moines Schools that breaks up cohorts; that breaks up communities strong, lasting and stable relationships with a highly diverse student and parent population; and that introduces unnecessary transportation safety issues;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON DO HEREBY RESOLVE AS FOLLOWS:

To express support for inclusion, community, neighborhood identity, long-lasting relationships, and safety for all children attending Highline Public Schools. Respectfully, the City Council of

Des Moines recommends that the Highline School Board accept the ABC 4 Highline School Boundaries as laid out in their plan for the City of Des Moines and honor previous commitments to support diversity and foster enduring, stable, safe neighborhoods.

**CITY OF NORMANDY PARK
RESOLUTION NO. 929**

**A RESOLUTION OF THE NORMANDY PARK CITY COUNCIL EXPRESSING
SUPPORT FOR STUDENT DIVERSITY AND EXISTING SCHOOL BOUNDARIES
FOR MARVISTA ELEMENTARY**

WHEREAS, the City Council of Normandy Park supports the diversity and inclusion of all its citizens, neighbors and visitors; and

WHEREAS, the City rejects divisiveness, bigotry, and hate and will fight for the freedoms of all members of the community; and

WHEREAS, the City supports the vision and goals of the Highline Public Schools as an essential partner to help students become the best they can be and recognize mutual interests that help build great communities; and

WHEREAS, the City supports a need for school boundaries that demonstrates a long-lasting sense of belonging, community and neighborhood identity for children; and

WHEREAS, the City continues to support previous commitments from the Highline School Board to create boundaries that support a diverse student population at Marvista Elementary that assures students living in the City of Normandy Park, and in nearby communities within the Marvista Elementary boundaries, will go to the same elementary school, the same middle school and the same high school; and

WHEREAS, the City supports a strong need to provide children with simple and safe transportation to school, while encouraging walking and bicycling whenever possible; and

WHEREAS, the City rejects the recommendations of the Highline Capital Facilities Advisory Committee (CFAC) for Marvista Elementary that breaks up neighborhoods years-in-the-making; that breaks up strong, lasting, and stable relationships with a highly diverse student and parent population; and that introduces unnecessary transportation safety issues;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORMANDY PARK, WASHINGTON, DO HEREBY RESOLVE AS FOLLOWS:

To express support for inclusion, community, neighborhood identity, long-lasting relationships, and safety for all children attending Highline Public Schools. Respectfully, the City Council of Normandy Park recommends that Highline School Board maintain existing school boundaries for Marvista Elementary and honor previous commitments to support diversity and foster enduring, stable, safe neighborhoods.

PASSED BY THE CITY COUNCIL OF NORMANDY PARK, WASHINGTON, THIS 10TH DAY OF APRIL, 2018 AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS 10TH DAY OF APRIL, 2018.

Attest: _____
Brooks Wall, City Clerk

Jonathan Chicquette, Mayor

March City Manager Monthly Report

April 5, 2018

CITY MANAGER

- Mayor's Roundtable
- Met with Bartells project development manager for new facility
- Aviation Advisory Committee Meeting
- Finance Director Interviews
- SCORE Workshop & Board Meeting
- Met with Farmer's Market
- Adriana Grand Opening
- South King County Elected Officials Affordable Housing Meeting
- Ride Along with Sergeant Patti Richards
- Highline Forum Meeting

CHIEF OPERATIONS OFFICER

Sound Transit

- Noise Mitigation
- Development Agreements
- Draft Request for Qualifications

Puget Sound Gateway Project - SR 509 Extension

- Local Funding Commitments
- Surplus of Historic Right-of-Way
- Draft Memorandum of Understanding

Poverty Bay Shellfish

- Discussions with Dave Upthegrove
- Letters to State Department of Health
- Discussions with King County Staff

Green Cities Annual Summit

- Forterra/Port: Dinning Hall

Succession Planning/Recruitments

- Finance Director
- Deputy City Clerk
- Marina Office Manager
- Human Recourses Director
- Assistant Recreation Manager
- Senior Services Manager
- Facilities Maintenance Lead
- SWM Maintenance Workers (2)
- Marina Office Specialist

CITY CLERK

- Attended the Washington Municipal Clerk's Association Annual Conference in Pasco, Washington:
 - o Records Management Class w/Emphasis on Emergency Management.
 - o Public Records Act:
 - Joint Legislative Audit and Review Committee (JLARC) Reporting Requirements.
- 111 Public Record Requests for the month of March:
 - o 12 requests still outstanding.
- Filed Bundy Property Documents with King County.

COMMUNITY DEVELOPMENT

- Schools:
 - o Olympic Interim High School (North Hill) revising application to tear down a portion one building, 18 portable classrooms to be added.
 - o Zenith Elementary – design review, critical area review and lot line adjustment in process.
 - o North Hill Elementary School pre-application meeting April 11th, adding a modular building.
- Shoreline Master Program review and update - working on scope of work, staffing, budget and schedule, upcoming Committee briefings in April
- March Statistics:
 - o 302 applications submitted/processed, including building, land use, fire, and business licenses (up 14% from March 2017).
 - o There were 804 field inspections conducted (up 25% from March 2017).
- The Bartell's project, located in Phase IV of the Business Park, has received occupancy for a portion of the warehouse.
- Des Moines Theater – pre-construction meeting was held this week, revised concrete pour methods, will begin construction staging next week.

COURT

- DUI Court Open House
- DUI Court Retreat

LEGAL

- Drafted and updated various contracts: sign placement agreement, rental agreement for Sonju Park residence, extended rental agreement for Beach Park facilities and pipe replacement program agreement.
- Worked with staff and consultant on preparing telecommunications code amendments and began review of small cell franchise application.
- Reviewed thousands of documents that were potentially responsive to requests for public records. Withheld exempt and privileged documents and provided detailed exemption logs as required by law.

MARINA

- Marina upstairs office remodel.
- Entrance improvements at S 227th
- January-March 2018 parking revenues.

PARKS, RECREATION & SENIOR SERVICES

- Airport Communities Ecology (ACE) Grant Project.
- Midway Park Community Garden.
- Farmbot Project.
- Youth Soccer.
- EggStravaganza.
- Rainbow Bingo.

POLICE

- Hiring and retention: The police department is attracting a slow growing number of lateral candidates, academy graduates, and candidates eager to begin a career in law enforcement.
- We're rapidly working on increasing our social media presence as a department while working citywide to build a balanced approach to communicating with our community.
 - o Department policy.
 - o City policy.
 - o The delivery process.
 - o Why we're different in our approach from other cities.
- Training: DMPD recently completed firearms training, defensive tactics training, and emergency vehicle operations.

PUBLIC WORKS

- Selected Sun Home Lodge Foundation and Police Department and Court Security Improvements Design Consultant – Council approval tentative 4/26.
- 223rd Pavement Rehabilitation/Overlay successful bid opening – Council award scheduled 4/12.
- The City's annual National Pollution Discharge Elimination System (NPDES) report was submitted to Department of Ecology as required by our municipal permit.

FINANCE

- Bought additional \$1M investment – total citywide investments \$8.5M, plus LGIP \$16.9M.
- Mailed out 1st quarter B & O tax returns to businesses.
- Finance processed 288 AP checks and 365 payroll checks/direct deposits.
- Continue working on 2017 year-end financial statements.



CITY COUNCIL REGULAR MEETING

Speaker Sign-Up Sheet

April 12, 2018

NAME (PLEASE PRINT)	ADDRESS	TOPIC	PHONE/E-MAIL ADDRESS
✓ Nesi Suon	Homefront ice cream	Introducing Business	206-250-0492
✓ JC Harris		AIRPORT FUND	
Dale Bright	22323 Pac Hwy	Housing	
Jermaine Smiley	22325 Pac Hwy	Housing	
Jared Poy	731 14th Way SW	Housing	1 pore @ Compass Housing, Al Ham
✓ Alli Larkin	27937 7TH AVE SW	SE	206 878-1203
✓ Anne Kroeker	27915 10th Ave S DM	Natures Scorecard	anneke@36524.com

April 12, 2018 Des Moines City Council

Good evening Mayor Matt, council and staff,

For the record I am Alli Larkin, a private person residing in Des Moines.

I had originally planned to come before you regarding the cell tower that is placed between our children's play ground and play field on the Field House property. After I received my Public Records request for documents between the tele-communication companies and the city regarding that cell tower. But after attending your study session last Thursday in support of Quiet Skies Puget Sound, I was shocked to find that "Telecommunications Code Update" was the first item on the agenda. Well what I saw and I heard about PSE's plan to roll out 5G in Des Moines is what brings me here this evening.

From the website: www.whatis5g.info

"5G refers to the "5th generation" wireless technology. Its intended purpose is to provide faster and higher capacity transmissions to carry the massive amount of data that will be generated from the Internet of Things (IoT), driverless cars, and for faster video streaming. No one is yet clear about how 5G will be achieved, so at present, it is being used more as a marketing term, although in Dec. 2017, [industry announced](#) that it has finally settled on specs or standards for 5G.

What **is** clear is that 5G will include the higher millimeter wave frequencies never before used for Internet and communications technology. These waves do not travel easily through buildings so 5G **will require millions of new cell towers**. The wireless telecom industry is aggressively seeking to outfit nearly every lamppost and utility pole around the country with a [wireless "small cell" antenna](#) beaming hazardous radiation next to, or into our homes, 24/7.

In light of the robust and ever growing [independent science](#) showing adverse health effects from radiofrequency/microwave radiation, the densification of our neighborhoods with 5G-infrastructure may prove to be a [very ill-conceived idea](#).

WHAT IS THE INTERNET OF THINGS?

The Internet of Things (IoT), as being marketed and sold to the public, is a vision of wirelessly connecting every "thing" possible to the Internet – all machines, appliances, objects, devices, and even [our brains](#). In addition, the IoT will include artificial

intelligence (AI), [augmented reality \(AR\)](#), virtual reality (VR), [robots](#), [microchipped humans](#), and [augmented humans](#) (humans with some form of technology implanted or integrated into their biology to “enhance” human characteristics or capabilities). [IoT sensors](#) and surveillance cameras will pepper our communities as well. New IoT cyber physical systems will render all objects “smart” – i.e. connected to the Cloud – thus enabling pervasive machine-to-machine (M2M) communications and massive data collection.

Some of the IoT products currently being manufactured include [driverless cars](#), clothing, toasters, coffee makers, even [diapers](#), and [pacifiers](#) for babies will be made “smart”. There are [“smart” mattresses](#) (with “infidelity detection systems”), [“smart” toothbrushes](#) to record and notify you how well you are brushing, [WiFi connected pills](#) to transmit data to your physician, and the IoT even includes [sex-bots](#), [bluetooth tampons](#), and [baby pods](#) mothers can insert to serenade their unborn baby (Check out the Soraya video below), and (sorry to say) even [smart condoms](#) to measure “performance”.

Every IoT “thing”, including robots, sensors, surveillance cameras, and augmented reality, will generate personal usage-data, which will be mined, stored, and used by government, law enforcement, industry, and hackers.

Every IoT “thing”, including robots, sensors, surveillance cameras, and augmented reality, will also irradiate our homes and communities 24/7 with hazardous frequencies of pulsed microwave radiation.

Although government and industry promote the IoT as the panacea for all ills, the IoT *itself*, creates a plethora of problems. This website delineates nine ways that 5G and the IoT will cause serious harms to humans, wildlife, and our Earth. There are many more than nine, but these will hopefully be covered in future blog posts. After exploring this website and conducting further research, you may decide the hoped for, and hyped about, benefits of the IoT do not outweigh the very serious harms, and you may choose to not buy into the IoT, both figuratively and literally.”

Please check out this website to have access to the links in this article.

This is my second 3 minute briefing on the wireless technology. The first one was back when I spoke about PokemonGo. And I will be back. I have a lot to share to educate you

Thank you.



Nature's Scorecard

**HOW WELL ARE
PUGET SOUND CITIES
AND COUNTIES
PROTECTING OUR
WATERS AND USING
GREEN SOLUTIONS
WHEN PLANNING
FOR GROWTH?**

Nature's Scorecard is a tool to help each of us have a voice. See how new statewide requirements were implemented at the local level to protect people and salmon from pollution and flooding. Let your local leaders know that now is the time to advance smarter practices that make our communities more livable, walkable, and resilient.

**A PROJECT BY PUGET SOUNDKEEPER AND
WASHINGTON ENVIRONMENTAL COUNCIL**

SOLUTIONS TO POLLUTION

Polluted stormwater runoff is one of the top water pollution issues threatening the Northwest. Stormwater sweeps across paved surfaces, collecting pollution: motor oil, pesticides, pet and livestock waste, and trash. Then it travels through storm drains and pipes, dumping this toxic soup straight into lakes, creeks, rivers, and Puget Sound.

Stormwater pollution impacts our environment, economy, and health. Despite an expensive, growing network of drainage systems, flooding is still a problem and pollution closes swimming beaches and contaminates local fish and shellfish.

In the face of climate change and a rapidly growing population in the Pacific Northwest, we must seize the opportunity to take a smarter approach to development. Low-impact development (LID) provides an alternative to sending polluted stormwater runoff directly into waterways like Puget Sound. LID incorporates plants and soils into development, using strategies that collect and filter runoff and protect people from pollution and flooding.

Puget Soundkeeper and Washington Environmental Council are committed to a long-term vision where our communities are livable, walkable, safe, and resilient. We're working together to protect our neighbors and our shared waters by supporting cities and counties managing growth with smart development and green infrastructure.

BETTER DEVELOPMENT CODES

Under the Clean Water Act, cities and counties are required to manage their stormwater runoff to protect water quality, using standards set out in the National Pollutant Discharge Elimination System (NPDES) permits issued by the Department of Ecology under the authority of the U.S. Environmental Protection Agency. After over a decade of legal action and advocacy on behalf of the public, our organizations succeeded in making LID a required part of NPDES permits in the state of Washington.

All large cities and counties in Washington with an NPDES permit were required to update their development codes and regulations to make LID principles and practices the "preferred and commonly used approach" by the end of 2016. This means writing LID into the municipal code that governs development projects.

Washington Environmental Council and Puget Soundkeeper have worked with cities and counties over the last year, reaching out to all 81 local governments with stormwater permits around Puget Sound to help them implement these changes. This scorecard presents a snapshot of how cities and counties around the Sound are performing, measured against the guidance provided to meet the permit requirement. We show how each municipality has performed, as well as how the region has done overall (see pie chart on opposite page). This report offers residents an opportunity to get involved locally and be a part of this important transition that will protect our communities and waterways for generations to come. See how your community did on five key code updates the Department of Ecology included in their Integration Toolkit.



WE'RE DOING OUR SMALL PART TO MITIGATE THE CONCRETE IN OUR NEIGHBORHOOD: PROVIDING A CLEANER ALTERNATIVE FOR THE RAIN.

ELIZABETH & GEORGE,
HOMEOWNERS



Low-impact development

uses natural drainage solutions in development, employing strategies that collect and filter runoff and protect people from pollution and flooding.



OUR COMPANY BUILDS THE WAY WE DO BECAUSE WE FEEL RESPONSIBLE FOR CREATING SOMETHING THAT'S LASTING, AND ACTUALLY DOES INVOKE THE SENSE OF COMMUNITY.

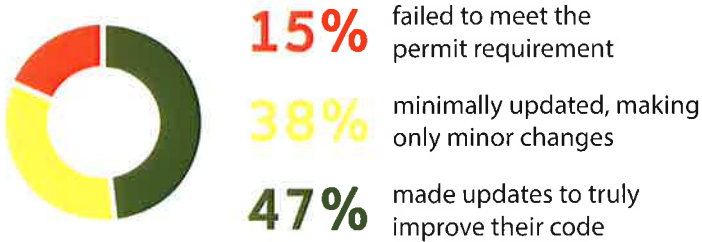
BRIAN
GREEN DEVELOPER

**LEARN MORE AT
NATURESCORECARD.COM**

BIG PICTURE

We looked at whether cities and counties successfully updated development codes and what kind of updates they made.

HALF OF CITIES AND COUNTIES MISS THE MARK



VISION FOR THE FUTURE

8 of the 81 cities and counties went above and beyond, showing true leadership and vision. They receive a green star - well done!

Kitsap County | Lacey | Oak Harbor | Olympia
Port Orchard | Renton | Seattle | Tacoma



FALLING BEHIND

20 cities and counties failed to meet this permit requirement, filing a "notice of noncompliance" (known as a G20) with the Department of Ecology.

CASE STUDIES

ABOVE AND BEYOND

Kitsap County has been a leader on LID practices for some time. However, the County still took this permit requirement to heart, submitting 91 pages of amended code language and making significant progress in the way we plan, design, and build our communities - beyond other cities and counties efforts.

UNDER PRESSURE

Mountlake Terrace spent six months working hard to update their code in order to obey the law. However, after pressure from the development community, Mountlake Terrace's city council refused to pass vital portions of their LID development code updates, leaving the status of their rules and the sustainability of their community in question. City Staff are working diligently to complete code and remedy the situation.

KITSAP
COUNTY

MOUNTLAKE
TERRACE

Scorecard RUBRIC

Nature's Scorecard presents a snapshot of how cities and counties around Puget Sound are performing, measured against the guidance provided to meet the permit requirement. Below are the elements on which we graded their performance.

SOFTENING OUR FOOTPRINT

As we increase the amount of hard, waterproof surfaces, we create more stormwater. We need to rethink our community footprint. This doesn't have to mean we lose comfort and enjoyment of our spaces, but we do need to use more landscaping, narrower walkways, and taller buildings.



BUILDING WITH CARE

Protecting our lands' native plants and soils helps water move more slowly by allowing the rain to soak into the earth instead of rushing across the surface and collecting a heavy load of pollution. By building around native plants and caring for the underlying structure of a site, development will be more flood-resistant and support healthy communities in the long term.



IMPROVING FILTRATION

Permeable pavement supports vehicles and yet allows rainwater to pass through the paved surface into the soil below and reduces how much stormwater we create. Permeable pavements can be used in road sidewalks, shoulders, parking lanes, and other parking areas that do not receive heavy traffic where traditional pavements are needed. Innovative materials are being developed right here in Washington - so we have the local technology to transform our landscape's surfaces.



GROWING THE RIGHT TREES

Some trees, like cedars and firs, are better suited for our Pacific Northwest environment and do a much better job of helping clean and slow polluted stormwater runoff than other trees. Others, like holly, may not work with the soils, could crowd out the other plants, and might create seasonal maintenance challenges.



MAINTAINING BUFFERS

Critical areas such as shorelines, wetlands, and other sensitive areas need strips of vegetation (called buffers) to protect their natural systems from the impacts of development and pollution. This includes low-impact development principles, such as retaining native plants which helps to slow and clean polluted stormwater runoff. LID principles and practices have multiple benefits and should be linked throughout the code to recognize these values.



See the scorecard!

Nature's Scorecard

MUNICIPALITY

SOFTENING OUR FOOTPRINT
BUILDING WITH CARE
IMPROVING FILTRATION
GROWING THE RIGHT TREES
MAINTAINING BUFFERS

Algona		✓			✓
Anacortes					✓
Arlington		✓		✓	✓
Auburn	✓				✓
Bainbridge Island	✓	✓	✓		✓
Bellevue	✓	✓			
Bellingham		✓	✓	✓	✓
Black Diamond	✓	✓			✓
Bonney Lake	✓	✓		✓	✓
Bothell	✓		✓	✓	✓
Bremerton	✓		✓	✓	✓
Brier	✓	✓		✓	✓
Buckley	✓	✓	✓		✓
Burien	✓	✓		✓	✓
Burlington	✓		✓		✓
Clyde Hill				✓	
Covington	✓	✓			✓
Des Moines					✓
Dupont	✓				✓
Duvall	✓				✓
Edgewood	✓		✓		
Edmonds	✓	✓			✓
Enumclaw	✓	✓		✓	✓
Everett	✓	✓	✓	✓	✓
Federal Way	✓	✓		✓	✓
Ferndale	✓	✓	✓	✓	✓
Fife			✓	✓	✓
Fircrest	✓			✓	✓
Gig Harbor	✓			✓	✓
Granite Falls	✓				✓
Issaquah	✓	✓		✓	✓
Kenmore	✓	✓	✓		✓
Kent	✓		✓	✓	✓
King County	✓	✓		✓	✓
Kirkland	✓	✓	✓	✓	✓
★ Kitsap County	✓	✓	✓	✓	✓
★ Lacey	✓	✓	✓	✓	✓
Lake Forest Park	✓	✓		✓	✓
Lake Stevens	✓	✓		✓	✓
Lakewood	✓				
Lynnwood	✓			✓	✓

MUNICIPALITY

SOFTENING OUR FOOTPRINT
BUILDING WITH CARE
IMPROVING FILTRATION
GROWING THE RIGHT TREES
MAINTAINING BUFFERS

Maple Valley	✓				✓
Marysville	✓			✓	
Medina	✓	✓		✓	✓
Mercer Island	✓			✓	
Mill Creek	✓	✓	✓	✓	✓
Milton		✓	✓	✓	✓
Monroe	✓				✓
Mount Vernon		✓		✓	✓
Mountlake Terrace	✓	✓	✓	✓	✓
Mukilteo	✓	✓	✓		
Newcastle	✓	✓	✓		✓
Normandy Park	✓	✓			
★ Oak Harbor	✓	✓		✓	✓
★ Olympia	✓	✓	✓	✓	✓
Orting	✓				✓
Pacific				✓	✓
Pierce County		✓	✓	✓	✓
Port Angeles	✓	✓	✓	✓	✓
★ Port Orchard	✓	✓		✓	✓
Poulsbo		✓		✓	✓
Puyallup	✓	✓			✓
Redmond	✓			✓	✓
★ Renton	✓	✓	✓	✓	✓
Sammamish	✓	✓		✓	✓
SeaTac		✓	✓	✓	✓
★ Seattle	✓	✓	✓	✓	✓
Sedro Woolley				✓	✓
Shoreline	✓	✓		✓	✓
Skagit County		✓		✓	
Snohomish (City)	✓	✓		✓	
Snohomish County	✓	✓	✓	✓	✓
Steilacoom	✓	✓			✓
Sumner	✓	✓		✓	✓
★ Tacoma		✓	✓	✓	✓
Thurston County	✓		✓	✓	✓
Tukwila		✓	✓	✓	✓
Tumwater	✓	✓	✓		✓
University Place	✓		✓		✓
Whatcom County	✓			✓	✓
Woodinville		✓		✓	✓

★ Green stars were given to cities and counties that embraced a healthy, more sustainable future and went above and beyond permit requirements in some areas. (Green stars do not necessarily align with those that received five checks, since the checklist is a snapshot of just five of hundreds of possible updates.)

This project was privately funded by individual donations to Puget Soundkeeper and Washington Environmental Council. No public funds were used. Evaluating how cities and counties incorporated LID is a Near-Term Action in the Puget Sound Partnership's Action Agenda.

of Dec 1 2017

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COUNCIL

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Puget Sound Gateway Project

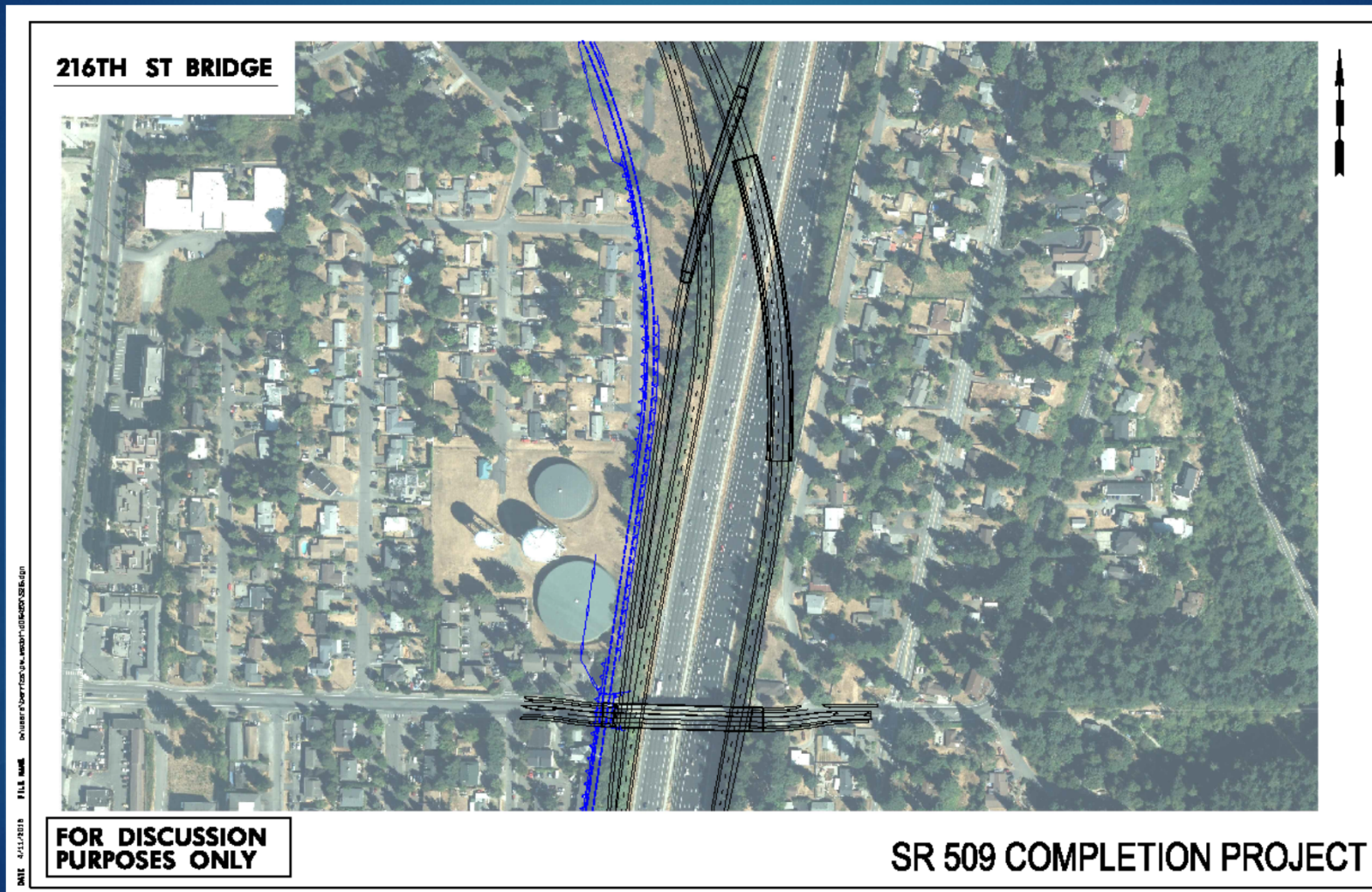
SR 509 Completion Project



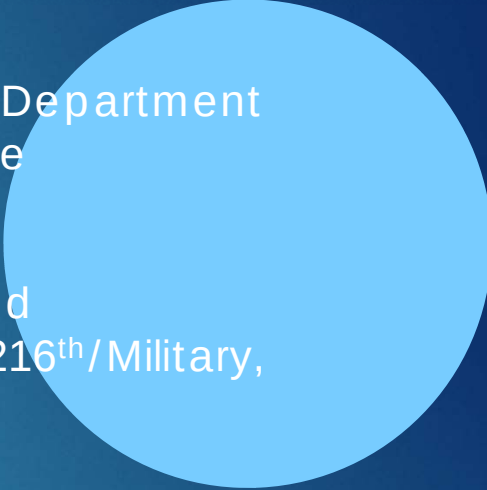
S. 216th Bridge Memorandum of
Understanding
April 12, 2018

Brandon Carver, P.E.
Public Works Director

Location



Background



- ▶ As a part of the SR509 Completion Project, Washington State Department of Transportation (WSDOT), will be replacing South 216th bridge
- ▶ 216th Segment 1b (SR-99 to I-5) future project. SeaTac planned improvements (bike lanes/sidewalks, longer turn pockets) at 216th/Military, access to Veteran's Drive to the south
- ▶ Discussed 4-lane bridge – WSDOT not willing to fund 2 additional lanes, financial pressure/constraints on the SR509 and SR167 Completion Projects

Summary

► Option 1:

- 2-lane bridge replacing a 2-lane bridge
- Two-way traffic maintained throughout
- Build temp bridge to south, demo and replace existing, demo temp
- 4-5 years construction timeline
- Bike lanes, 6' sidewalks, No new vehicle capacity

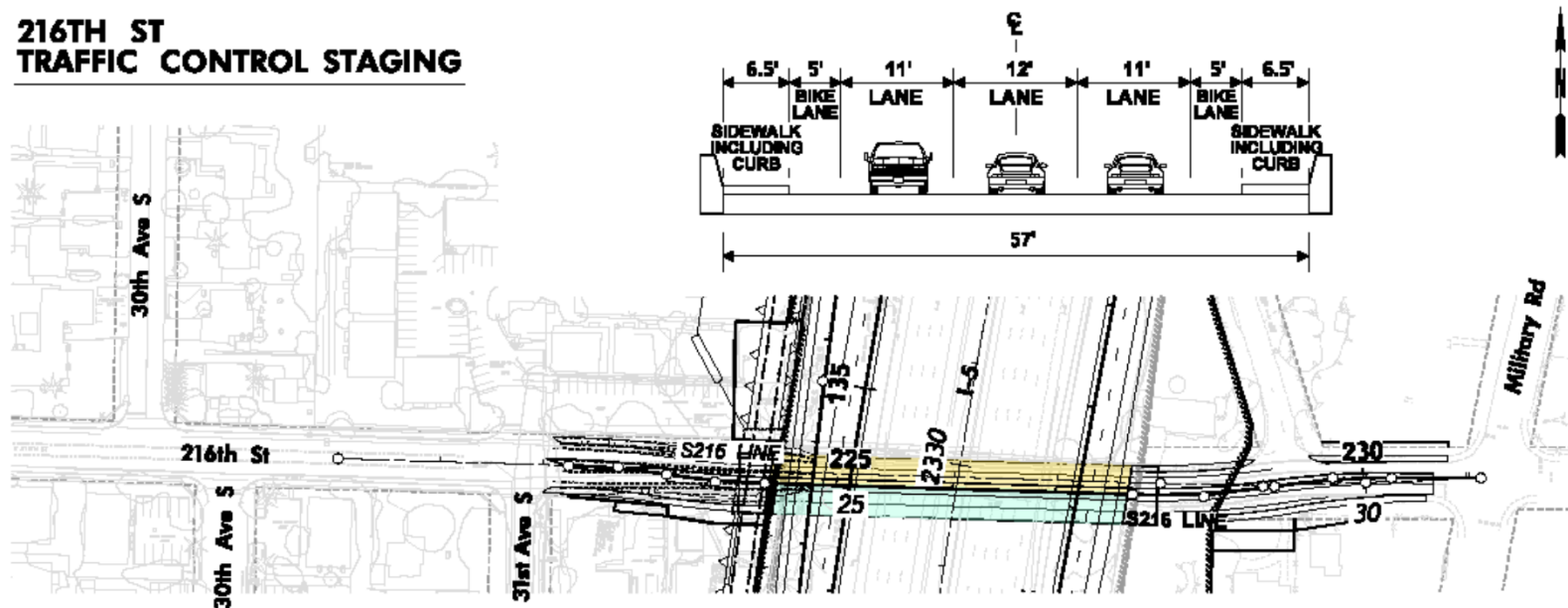
► Option 2:

- 3-lane bridge
- Close EB traffic, demo ½ exst. bridge, build 2-lane
- Two-way traffic, demo other ½, No pedestrian facility (Contractor required to work with ADA access needs), build additional lane/width
- 2.5 years construction timeline
- Bike lanes, 6' sidewalks, 1-wb lane, 2-eb lanes, forward compatibility with 216th Segment 1b project

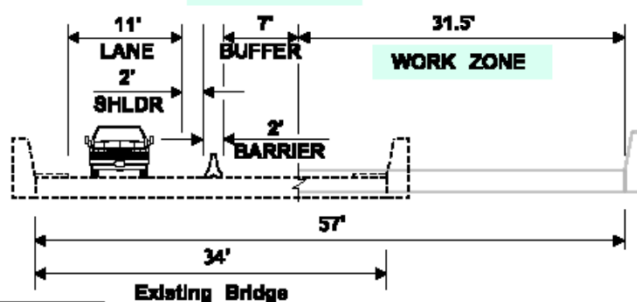
► Option 2 – Shorter term impact for better long term improvement, no financial commitment from City



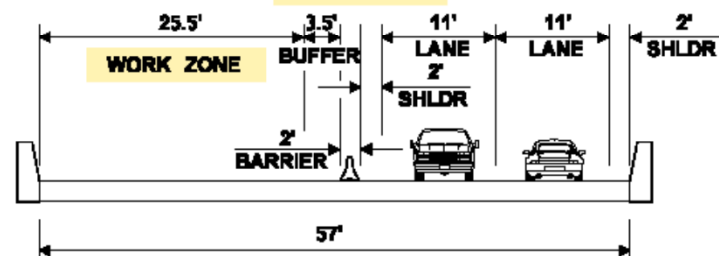
216TH ST TRAFFIC CONTROL STAGING



STAGE 1



STAGE 2



**FOR DISCUSSION
PURPOSES ONLY**

SR 509 COMPLETION PROJECT

Construction Timeline

► Stage 1: – start 2023

- Westbound only (no eastbound)
- Pedestrian walkway open on north side
- Duration 1 year

► Stage 2:

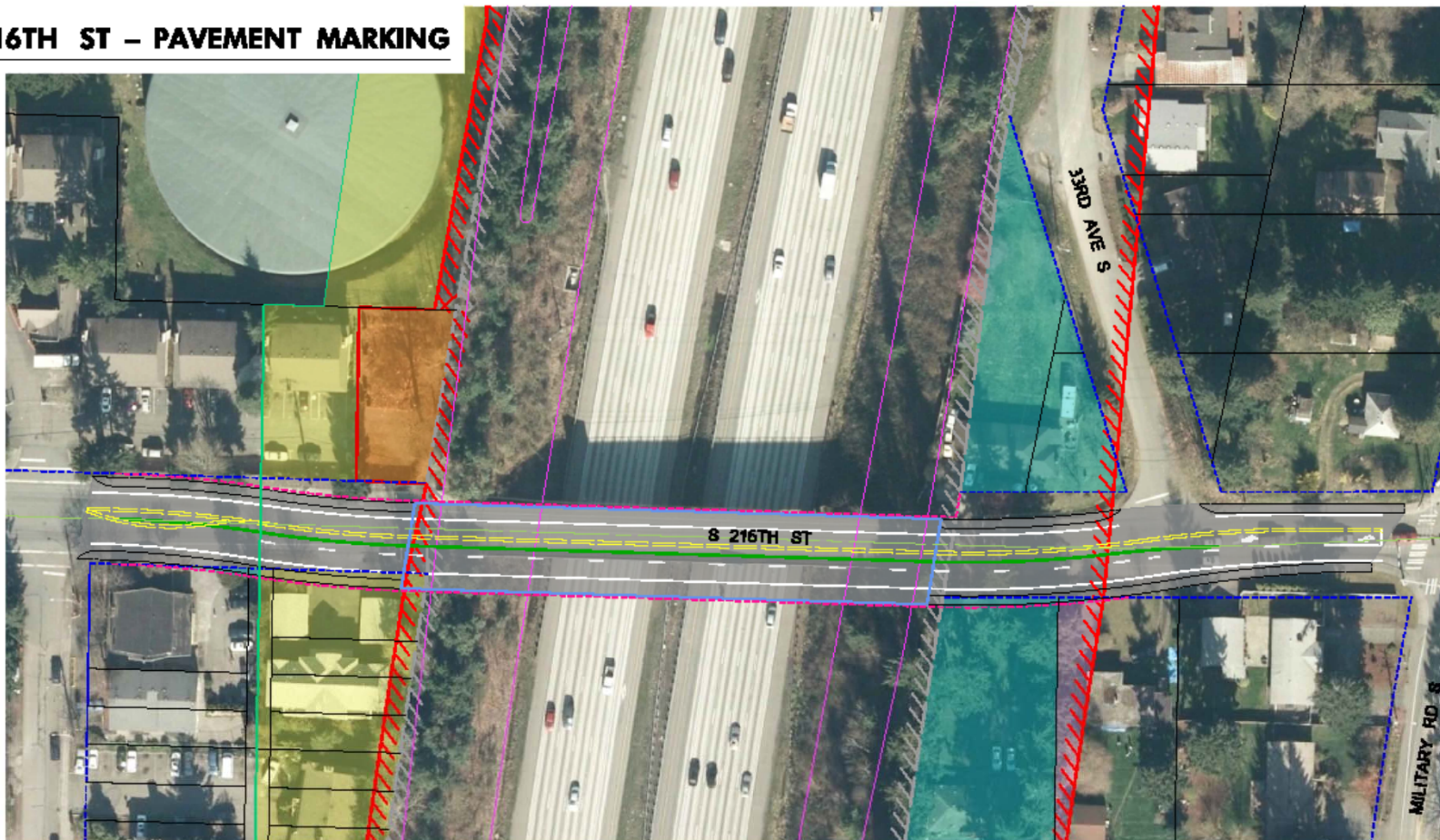
- Two-way traffic
- No pedestrian facility
- Duration 1 year

► Stage 3:

- Open all 3-lanes to traffic
- Channelization and final tie-in
- Duration 3 months
- Complete sometime 2025



216TH ST - PAVEMENT MARKING



**FOR DISCUSSION
PURPOSES ONLY**

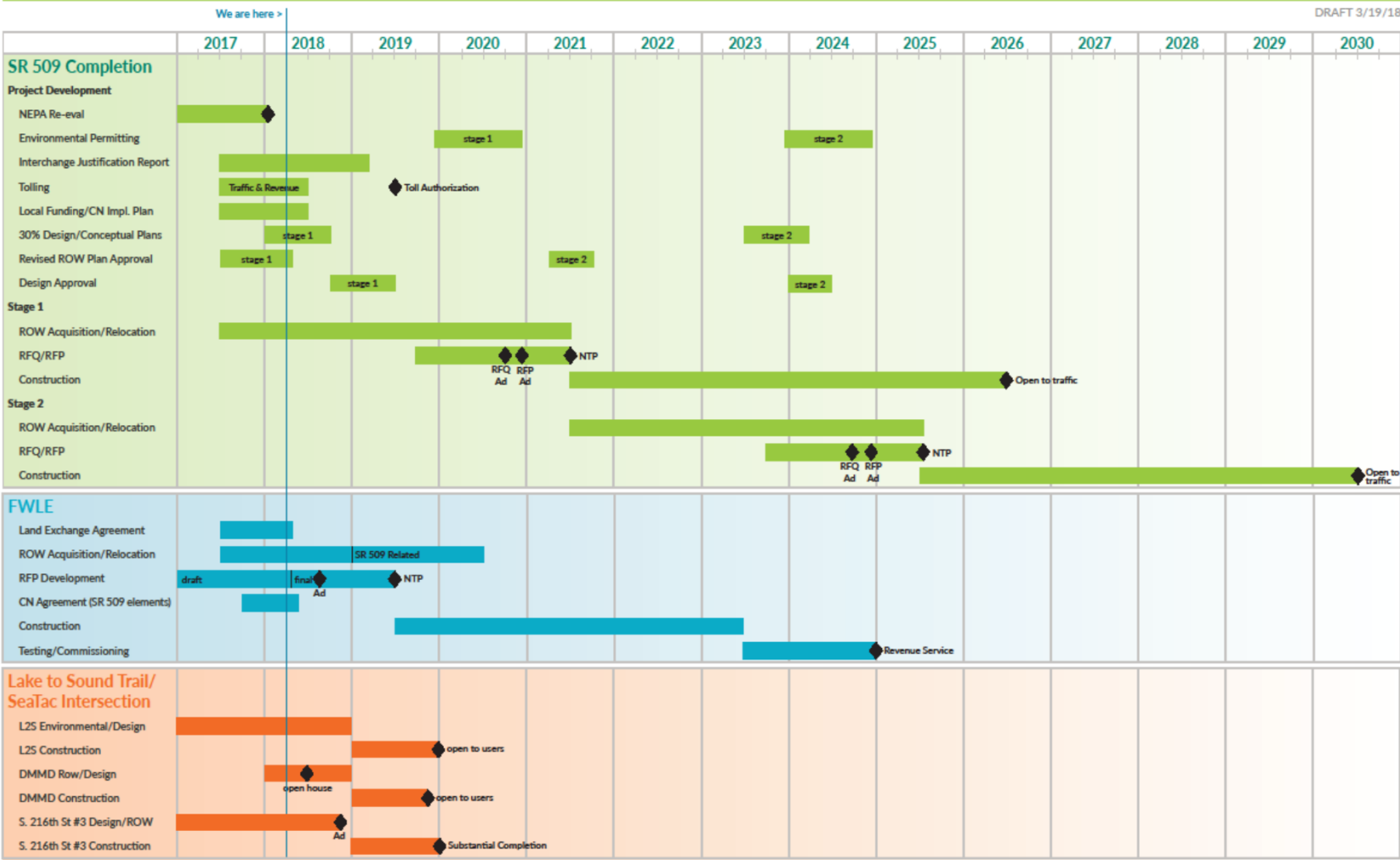
- - - - - CITY ROW
 - - - - - NEW CITY ROW
 - - - - - STATE ROW
 - - - - - NEW STATE ROW
 - - - - - SOUND TRANSIT ROW

[Orange Box] PROPERTY PURCHASED
 [Light Blue Box] PROPERTY TO BE PURCHASED
 [Yellow Box] SOUND TRANSIT PROPERTY TO BE PURCHASED

[Pink Box] PROPERTY TO BE PURCHASED IN THE FUTURE

SR 509 COMPLETION PROJECT

SR 509 and Adjacent Projects Milestones



Suggested Motion

- ▶ “I move to approve the Memorandum of Understanding with the Washington State Department of Transportation and City of SeaTac for the SR509 Completion Project: South 216th Street Bridge Dimensions and Construction Staging, and further authorize the City Manager to sign said agreement substantially in the form as submitted.”



ASPHALT OVERLAY PROJECT

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CITY OF DES MOINES UTILITY
& TRANSPORTATION BENEFIT DISTRICT FEES

