

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Award of Contract for the Des Moines Marina Dock Replacement Phase 1-L, M, N Docks Project to Quigg Bros. Inc.

FOR AGENDA OF: January 23, 2025

DEPT. OF ORIGIN: Marina

DATE SUBMITTED: January 16, 2025

ATTACHMENTS:

1. Proposal
2. Bid Tabulation
3. Moffatt Nichol Recommendation
4. Agreement – Standard Form Public Works Contract

CLEARANCES:

- Community Development _____
- Marina *(SW)*
- Parks, Recreation & Senior Services _____
- Public Works _____
- Legal */s/ TG*
- Finance *MM 21*
- Courts _____
- Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Katherine Coffey*

Purpose

The purpose of this agenda item is to present the bid opening results for the Marina’s L, M,N Dock Replacement Project and recommend to the City Council to award the construction contract to the low bidder, Quigg Bros., Inc. from Aberdeen, Washington and authorize the City Manager to sign a construction contract agreement..

Suggested Motion

Motion: “I move to approve the agreement between the City of Des Moines and Quigg Bros. Inc. in the amount of \$10,466,355.20 and a contingency of \$1,569,953.00, for the purpose of replacing L,M and N Docks, and to authorize the City Manager to sign the agreement substantially in the form as attached.”

Background

The Marinas L, M and N Docks were built in 1969-70 as part of the original Marina project. Some open moorage slips were added to L Dock in the 1970's but M and N Docks are still in their original configuration. Of the fourteen docks in the Marina, L-Dock, with 36-foot slips, M-Dock, with 40-foot slips and N-Dock with 50-foot slips have always had the highest occupancy rates. After 55 years of service all three docks are still at near 100% occupancy and make a significant contribution to the financial performance of the Marina.

The first bulkhead replacement project, completed in 2011 also replaced all the utilities supporting L, M and N Docks so no landside work will be necessary as part of this project. The most difficult decision the City faced in replacing the docks was "should the City replace the covered moorage..." At the beginning of the design process the consultants and City staff went thru an extensive cost-benefit analysis and determined that the difference in revenue between open and covered moorage did not justify the additional cost of construction. Also, we were informed by our consultants who work closely with federal permitting agencies that trying to get the federal permits for replacing the covered moorage would have resulted in expensive mitigation requirements. Due to the permitting and cost prohibitive predictions, Council decided to move forward with replacing the docks with open moorage.

Discussion

The Marina Dock Replacement Project was included in the City's 2021 Capital Improvement Plan and in 2022 the City issued bonds to fund several projects, including the L, M, and N Docks Replacement. The design, engineering and permitting phase of the project started in early 2022 and was completed in the fall of 2024.

In November of 2024, Marina staff and consultants prepared the bid documents and advertised the project, with a bid opening date of January 14, 2025. The City received four bids, three of which were within 5% of the engineers estimate. Given the tight spread of the bids and the reputations of the companies submitting the bids, staff is confident the City has received realistic and responsive bids for the project. The low bidder, Quigg Bros. Inc. from Aberdeen WA has been in business in western Washington for 75 years and is well known in the marine construction industry.

Alternatives

1. Approve the Agreement as written.
2. Approve the Agreement with amendments.
3. Do not authorize the Agreement and give staff further direction.

Financial Impact

The low bid from Quigg Bros. is \$10,466,355.00 and with a 15% contingency the staff is requesting a total budget authorization of \$12,036,308.00. The original CIP budget totaled \$14,419,000.00, funded with Marina revenues and bond proceeds. \$925,000.00 was allocated to design, engineering and permitting and \$13,494.000 allocated to construction. At this point, \$723,420.00 has been spent on design, engineering and permitting leaving a balance of \$201,580.00 to pay the engineering/consultants for bid support and tasks associated with the actual construction of the docks. Nothing has been spent from the construction budget of \$13,494,000.00 leaving a total of \$13,695,580.00 in the budget allocated to this project.

Recommendation

City staff recommends that the Council accept the bids for the Marina Redevelopment, L, M, N Docks Replacement Project, Phase 1 and award the contract to the low bidder, Quigg Bros., Inc.

RECEIVED
JAN 14 2025
BY: J. K. Jones

1:53pm

QUIGG BROS., INC.
P.O. BOX 1707 • 819 WEST STATE STREET
ABERDEEN, WASHINGTON 98520-0281
PHONE 360-533-1530

TO:
City of Des Moines
Attn: City Clerk
21630 11th Avenue South
Des Moines, WA 98198

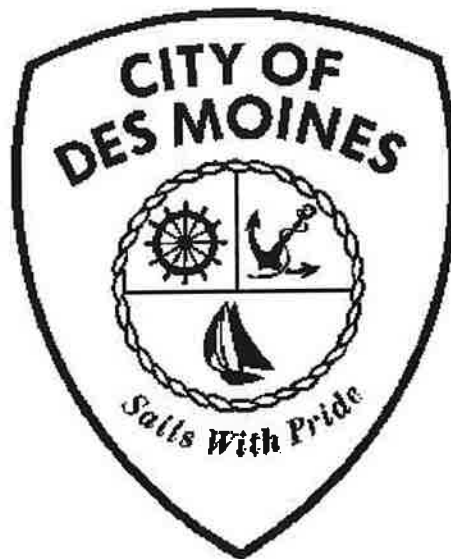
SEALED BID

Project Name: Des Moines Marina Redevelopment
Project No: 211150
Bid Time: 2:00 PM
Bid Date: January 14, 2025

Bid Specifications, Proposal, and Contract Documents for:

DES MOINES MARINA REDEVELOPMENT
L-M-N DOCKS REPLACEMENT PHASE #1

November 26, 2024



CITY OF DES MOINES
Marina

22307 Dock Avenue South
Des Moines, WA 98198-6317



BIDDER CHECKLIST

THE BIDDER'S ATTENTION IS ESPECIALLY CALLED TO THE FOLLOWING FORMS WHICH MUST BE EXECUTED IN FULL AS REQUIRED:

(a) Proposal

The unit prices bid must be shown in the space provided. Final sheet on proposal must be filled in and signed by the bidder. Refer to "Instructions for Bidders" regarding submittal of proposals.

(b) Bond Accompanying Bid

This form is to be executed by the Bidder and the surety company unless bid is accompanied by a cashier's check or certified check. The amount of this bond shall be not less than five percent (5%) of the total bid, including sales tax, if applicable, and may be shown in dollars or on a percentage basis. On federally funded projects, a surety's name must also appear on the United States' Treasury Department's list of authorized sureties - Circular 570 as amended.

(c) Non-Collusion Affidavit

This form must be filled in, signed, and notarized.

(d) Certificate of Non-segregated Facilities

Must be completed and accompany each bid.

(e) Statement of Bidder's Qualifications

(f) Certification of Compliance with Wage Payment Statutes

(g) Statement of Bidder Responsibility Criteria

(h) Statement of Proposed Subcontractors and Material Suppliers

All subcontractors must be approved in writing by the Engineer prior to commencing any work.



PROPOSAL

Des Moines Marina Redevelopment L-M-N Docks Replacement – Phase #1

This document is a proposed form of agreement. It is subject to revision by agreement of the parties, following award of the contract, and prior to execution of the final agreement.

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

The undersigned Bidder hereby certifies that they have 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.

NOTE: The Bidder shall complete the entire proposal or the bid may be considered non-responsive. Additionally, the Owner has the right to correct obvious mathematical errors and reserves the right to update and/or modify contract documents before final execution.

DEMOLISH AND REPLACE DOCKS L, M AND N

Item No.	Pay Item Identification	Quantity	Unit	Total Cost
1	MOBILIZATION & DEMOBILIZATION	1	LS	435,000.00
2	PROJECT ADMINISTRATION	1	LS	440,000.00
3	PROJECT CLOSEOUT	1	LS	25,000.00
SUB-TOTAL ITEMS 1 - 3				900,000.00
L DOCK				
4	ENVIRONMENTAL CONTROLS AND MONITORING	1	LS	35,000.00
5	FIELD ENGINEERING & SURVEY	1	LS	12,000.00



Item No.	Pay Item identification	Quantity	Unit	Total Cost
6	DEMOLITION AND DISPOSAL	1	LS	445,000.00
7	FURNISH FLOAT GUIDE PILES	41	3,800.00 EA	155,800.00
8	INSTALL FLOAT GUIDE PILES	41	3,000.00 EA	123,000.00
9	FURNISH FLOAT SYSTEM	1	LS	1,480,000.00
10	INSTALL FLOAT SYSTEM	1	LS	130,000.00
11	FURNISH AND INSTALL WATER SYSTEM	1	LS	85,000.00
12	FURNISH AND INSTALL FIRE PROTECTION SYSTEM	1	LS	140,000.00
13	FURNISH AND INSTALL ELECTRICAL SYSTEM	1	LS	385,000.00
14	FURNISH AND INSTALL FLOAT APPURTENANCES	1	LS	12,000.00
SUB-TOTAL ITEMS 4 - 14				3,002,800.00
M DOCK				
15	ENVIRONMENTAL CONTROLS AND MONITORING	1	LS	35,000.00
16	FIELD ENGINEERING & SURVEY	1	LS	12,000.00
17	DEMOLITION AND DISPOSAL	1	LS	415,000.00
18	FURNISH FLOAT GUIDE PILES	31	3,800.00 EA	117,800.00
19	INSTALL FLOAT GUIDE PILES	31	3,000.00 EA	93,000.00
20	FURNISH FLOAT SYSTEM	1	LS	1,470,000.00
21	INSTALL FLOAT SYSTEM	1	LS	115,000.00
22	FURNISH AND INSTALL GANGWAY	1	LS	53,000.00
23	FURNISH AND INSTALL WATER SYSTEM	1	LS	85,000.00
24	FURNISH AND INSTALL FIRE PROTECTION SYSTEM	1	LS	140,000.00
25	FURNISH AND INSTALL ELECTRICAL SYSTEM	1	LS	385,000.00
26	FURNISH AND INSTALL FLOAT APPURTENANCES	1	LS	12,000.00
SUB-TOTAL ITEMS 15 - 26				2,932,800.00



Item No.	Pay Item Identification	Quantity	Unit	Total Cost
N DOCK				
27	ENVIRONMENTAL CONTROLS AND MONITORING	1	LS	35,000.00
28	FIELD ENGINEERING & SURVEY	1	LS	12,000.00
29	DEMOLITION AND DISPOSAL	1	LS	420,000.00
30	FURNISH FLOAT GUIDE PILES	25	3,800.00 EA	95,000.00
31	INSTALL FLOAT GUIDE PILES	25	3,000.00 EA	75,000.00
32	FURNISH FLOAT SYSTEM	1	LS	1,240,000.00
33	INSTALL FLOAT SYSTEM	1	LS	110,000.00
34	FURNISH AND INSTALL GANGWAY	1	LS	53,000.00
35	FURNISH AND INSTALL WATER SYSTEM	1	LS	85,000.00
36	FURNISH AND INSTALL FIRE PROTECTION SYSTEM	1	LS	140,000.00
37	FURNISH AND INSTALL ELECTRICAL SYSTEM	1	LS	385,000.00
38	FURNISH AND INSTALL FLOAT APPURTENANCES	1	LS	12,000.00
SUB-TOTAL ITEMS 27 - 38				2,662,000.00

SUB-TOTAL ALL ITEMS \$ 9,497,600.00

W.S.S.T 968,755.20

TOTAL BID \$ 10,466,355.20

PROPOSAL (cont'd)

Name of Bidder: Quigg Bros., Inc.



Registration or license, Division of Professional Licensing:

- 1. License number: QUIGGBI022RT
- Date: 01 / 29 / 2026
- 2. Bidder's Signature: *[Signature]*
- Title: Vice-President

Address of Bidder: 819 West State Street, Aberdeen, WA 98520
Street City Zip Code

Bidder Telephone Number: 360-533-1530 360-310-6612
Office Cell

Bidder E-mail Address: qbibid@quiggbros.com

Date of Bid: 01 / 14 / 2025

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, 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 (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder's Signature: *[Signature]* Date: 1/14/2025

PROPOSAL (cont'd)

Receipt is hereby acknowledged for the following Addenda:



<u>Addendum No.</u>	<u>Date Received</u>	<u>Signature</u>
#1	12 / 16 / 2024	<i>[Handwritten Signature]</i>
#2	12 / 27 / 2024	<i>[Handwritten Signature]</i>
#3	01 / 03 / 2025	<i>[Handwritten Signature]</i>
#4	01 / 10 / 2025	<i>[Handwritten Signature]</i>
#5	01 / 10 / 2025	<i>[Handwritten Signature]</i>



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, postal money order, or bid bond) for the amount of 5% of total 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, Quigg Bros., Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the City of Des Moines, as Oblige, in the penal sum of Five Percent of the Total Bid Amount (5%) dollars (\$) for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The Condition of this obligation is such that if the Oblige shall make award to the Principal for the **Des Moines Marina Redevelopment – L-M-N Docks Replacement – Phase #1**, according to the terms of the proposal or bid made by the Principal therefore and the Principal shall duly make and enter into a contract with the Oblige in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Oblige; or, if the Principal shall in case of failure so to do, pay and forfeit to the Oblige the penal amount of the deposit specified in the call for bids; then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Oblige, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS 7th DAY OF January, 2025.

Quigg Bros., Inc.

[Signature]
PRINCIPAL

Travelers Casualty and Surety Company of America

Thomas Buell

SURETY Thomas Buell, Attorney-in-Fact



Digitally signed by Thomas Buell
DN: cn=Thomas Buell, o=TravelersPartners,
email=Thomas.Buell@TravelersPartners.com,
Date: 2025.01.07 14:06:06 -0500

Received return of deposit in the sum of _____

Date: _____

Signature: _____

FORM OF A BID BOND / BID BOND

16 OF 44



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Thomas Buell** of **SEATTLE, Washington**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

By:

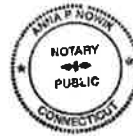
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **7th** day of **January**, **2025**.



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Travelers Casualty and Surety Company of America ("Travelers") hereby grants your agency (together with its employees, the "Agency") permission to use the electronic image of Travelers' corporate seal (the "Digital Seal") subject to the following conditions as well as any other terms and conditions communicated to the Agency by Travelers:

- The Digital Seal shall be used solely for the purpose of electronically affixing a seal to surety bonds or related instruments authorized by Travelers and executed on behalf of Travelers by the Agency pursuant to a valid Power of Attorney;
- The Agency may not transfer the Digital Seal to any other person or entity without the written consent of Travelers; and
- Travelers may revoke permission to use the Digital Seal at any time.

Please note that, in making the Digital Seal available for use at your own discretion, Travelers is not making any representations about the extent to which any particular obligee will find the Digital Seal acceptable.

To download the Digital Seal, please click [here](#).

By: _____


Robert L. Raney, Senior Vice President



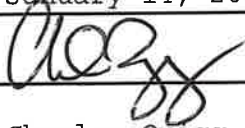
CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform services at any locations under their control where segregated facilities are maintained. The undersigned certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The undersigned agrees that a breach of this certification will be in violation of the Equal Opportunity clause set forth in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

The undersigned agrees that, except where they have obtained identical certification from subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that they will obtain identical certifications from subcontractors and that they will retain such certifications in their files.

DATE: January 14, 2025

Signature: 

Name/Title: Charles Quigg, Vice-President

Bidder Name: Quigg Bros., Inc.

Address: 819 West State Street

City/State/Zip: Aberdeen, WA 98520

CERTIFICATION OF NON-SEGREGATED FACILITIES

1 OF 1



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: Quigg Bros., Inc.
2. Business address and telephone number:
819 West State Street
Aberdeen, WA 98520
360-533-1530
3. Name of Owner: John D. Quigg, Neil Quigg, Charles Quigg, Peter Ewen,
Kevin Cucchiara
4. Year Business Originated: 1937
5. How many years has said bidder been engaged in the contracting business under present firm name: 71 Years
6. Have you operated three years without interruption? Yes No
7. Contracts now in hand (gross amount): \$ 44M
8. Bank references:
Umpqua Bank
2820 Harrison Ave NW, Olympia WA 98502
Brandon Barnes - 360-742-6094
9. Dept. of Labor and Industries' firm number: 096,612-00-7
10. Dept. of Revenue registration number: 144-002-313
11. Washington State Business License Number: QUIGGBI022RT
12. Identify at least two other public agencies that the company has provided equivalent services to within the past three years. Identify other work performed in the past three years to detail additional experience and qualifications.
 - 1) Customer Reference: Port of Poulsbo - John Piccone

STATEMENT OF BIDDER'S QUALIFICATIONS
19 OF 44



2) Dollar value of work on an annualized basis: \$ 7,600,000.00

Customer Phone Number: 1-360-337-0029

Date of Work: March 2022 to December 2023

May we Contact the Named Customer? Yes No

3) Customer Reference: Port of Seattle - Nash Johnson

Dollar value of work on an annualized basis: \$ 906,000.00

Customer Phone Number: 1-206-475-8857

Date of Work: November 2024 to January 2025

May we Contact the Named Customer? Yes No

4) Customer Reference: Quillayute Nation - Kristin Helberg

Dollar value of work on an annualized basis: \$ 5,700,000.00

Customer Phone Number: 1-425-698-5833

Date of Work: October 2024 to December 2024

May we Contact the Named Customer? Yes No

5) Customer Reference: _____

Dollar value of work on an annualized basis: \$ _____

Customer Phone Number: _____

Date of Work: _____

May we Contact the Named Customer? Yes No

Quigg Bros., Inc.
Name of Bidder

By: Charles Quigg

Title: Vice-President

Date: January 14, 2025

STATEMENT OF BIDDER'S QUALIFICATIONS
2 OF 44



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**INSERT DATE**), 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 declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Quigg Bros., Inc.

Bidder's Business Name

Charles Quigg

Signature of Authorized Official*

Charles Quigg

Printed Name

Vice-President

Title

1/14/2025

Date

Aberdeen

City

WA

State or country

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:

N/A

** 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.*



STATEMENT OF BIDDER RESPONSIBILITY CRITERIA

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

1. That the undersigned person(s), firm, association, or corporation meet all the bidder responsibility criteria for public works contracts under RCW 39.04.350.
2. That the undersigned person(s), firm, association, or corporation meet all the bidder responsibility as identified in the Contract Documents.
3. That by signing the proposal and this form, I am deemed to have signed and to have agreed to the provisions of this statement.
4. That by signing the proposal and this form, if omissions are found the bidder will be deemed an unresponsive bidder or if awarded a public works project, the contract will be immediately terminated by the Contracting Agency.

Contract Title: Des Moines Marina Redevelopment

Bidder's Business Name: Quigg Bros., Inc.

Bidder's Name: Charles Quigg

Bidder's Signature: 

Bidder's Title: Vice-President

Date: January 14, 2025



STATEMENT OF PROPOSED SUBCONTRACTORS AND MATERIAL SUPPLIERS

Subcontractor's Name, Address and Phone Number	Description of Work
N/A	HVAC
N/A	Plumbing
Division 26 Electric LLC	Electrical
10115 Greenwood Ave. N Suite 100 Seattle, WA 206-552-0014	
Self-Perform	Structural Steel Installation
N/A	Rebar Installation

Material Suppliers	Material (major items only)
Marine Floats, 313 East F Street, Tacoma, WA, 253-383-2740	Floats
Pipe and Piling Supplies, 3506 Ast. SE Auburn, WA 877-217-0276	Steel Pipe Pile

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scal



600 University Street, Suite 610.
Seattle, WA 98101

(206) 622-0222
www.moffattnichol.com

Attachment #3

January 16, 2025

Scott Wilkins
Harbormaster, City of Des Moines Marina
22307 Dock AVE S.
Des Moines, WA 98198

Subject: Des Moines Marina Redevelopment L-M-N Docks Replacement Phase #1 – Apparent Low Bidder

Dear Scott:

Quigg Bros., Inc. as the prime contractor teamed with Marine Floats for float fabrication and supply is an experienced contractor team that appears to understand the project as presented and is capable of performing the work.

Quigg Bros., Inc is a Washington based firm with a history going back over 80 years and a continuing strong focus on marine construction. Marine Floats is a local fabricator with facilities off of the Thea Foss Waterway in Tacoma and a history going back over 40 years. Marine Floats has produced floats for the Des Moines Marina in the past.

It is reasonable to enter into contract negotiations with Quigg Bros., Inc. as the apparent low bidder.

Sincerely,
MOFFATT & NICHOL

A handwritten signature in black ink, appearing to read "William Gerken", written over a light gray grid background.

Bill Gerken, PE
Senior Coastal Engineer



PUBLIC WORKS CONTRACT
Between City of Des Moines and
QUIGG 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 QUIGG BROS., INC. organized under the laws of the State of WASHINGTON, located and doing business at 819 West State Street, Aberdeen, WA 98520-0281, 360-533-1530 – Contact - Charles Quigg, (hereinafter the "Contractor").

CONTRACT

The parties agree as follows:

I. DESCRIPTION OF WORK.

Contractor shall perform the services for the City as specifically described in Exhibit "A" Scope of Work, Plans/drawings and Specifications attached hereto and incorporated herein by reference.

The tasks described in Exhibit "A", Plans/drawings, Specifications and all other items of work needed to satisfactorily complete the project/

- 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. Contract Plans and Technical Specifications,
5. Amendments to the Contract Plans and Technical Specifications,
6. Amendments to the Standard Specifications,
7. WSDOT Standard Specifications for Road, Bridge and Municipal Construction,
8. Contracting Agency's Standard Plans (if any), and
9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

II. TIME OF COMPLETION. The parties agree that work on the tasks described in Section I above and more specifically detailed in Exhibit "A" attached hereto will begin immediately upon execution of this Contract. Upon the effective date of this Contract, the Contractor shall complete the work described in Section I by **February 15, 2026**. 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 **\$10,466,355.20, (TEN MILLION FOUR HUNDRED SIXTY-SIX THOUSAND THREE HUNDRED FIFTY-FIVE DOLLARS AND 20 CENTS)** including applicable Washington State Sales Tax, for the work and services contemplated in this Contract per attached Exhibit "A". The Contractor shall invoice the City monthly. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The Contractor will submit requests for Progress payments on a monthly basis and the City will make progress payment within 45 days after receipt of the



Contractor's request until the work is complete and accepted by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

- A. Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries and until settlement of any liens filed under Chapter 60.28 RCW. If Contractor plans to submit a bond in lieu of the retainage specified above, the bond must be in a form acceptable to the City and submitted within 30 days upon entering into this Contract, through a bonding company meeting standards established by the City.
- B. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Contract; and extra work and materials furnished without the City's written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due the Contractor. Notwithstanding the terms of this section, the City's payment to contractor for work performed shall not be a waiver 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 **\$XXX** [*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.

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.

I. Working On, Over, Or Near Navigable Waters

This Contract involves work on or adjacent to and/or work contributing to commerce on Navigable Waters of the United States, as defined by the U.S. Code of Federal Regulations. The Contractor therefore shall provide proof of insurance coverage in compliance with the statutory requirements of the U.S. Longshore and Harbor Workers Compensation Act.

If the Contractor is working from barges or any other watercraft, owned or non-owned, the Contractor must maintain Protection and Indemnity (P&I) insurance providing coverage for actions of the crew to third parties in the amount of at least \$2,000,000 each occurrence or accident. The Public Entity shall be named by endorsement as an additional insured on the Contractor's Protection and Indemnity insurance policy. The Contractor must also provide proof of insurance coverage in compliance with the statutory requirements of the Merchant Marine Act of 1920 (Jones Act).

J. Environmental Risk

Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000. Contractors Pollution Liability shall cover bodily injury, property



damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the Contract is completed.

The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

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.

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

<p>CONTRACTOR:</p> <p>By: _____ <i>(Signature)</i></p> <p>Print Name: <u>Charles Quigg</u></p> <p>Its: <u>Vice-President</u> <i>(Title)</i></p> <p>DATE: _____</p>	<p>CITY OF DES MOINES:</p> <p>By: _____ <i>(Signature)</i></p> <p>Print Name: <u>Katherine Caffrey</u></p> <p>Its: _____ <u>City Manager</u> <i>(Title)</i></p> <p>DATE: _____</p> <p style="text-align: right;">Approved as to Form: _____ City Attorney</p> <p style="text-align: right;">DATE: _____</p>
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NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
<p>CONTRACTOR:</p> <p>Charles Quigg Quigg Bros., Inc. PO Box 1707 Aberdeen, WA 98520-0281 360-533-1530 (telephone) qbibid@quiggbros.com (e-mail address)</p>	<p>CITY OF DES MOINES:</p> <p>Scott Wilkins City of Des Moines 22307 Dock Avenue South Des Moines, WA 98198 (206) 824-5700 (telephone) swilkins@desmoineswa.gov (e-mail address)</p>

At the direction of the Des Moines
City Council taken at an open
Public meeting on January 23, 2025.



EXHIBIT "A" – SCOPE OF WORK



Exhibit “A” -- Scope of Work

City of Des Moines Marina

Des Moines Marina Redevelopment

L-M-N Docks Replacement – Phase #1

SCOPE OF WORK

1. The contractor shall retain the service of professional engineer(s) registered in the state of Washington to design some of the components and appurtenances identified on the Contract Plans and in the Specifications. See Contract Plans and Specification for performance criteria.
2. The contractor shall furnish, deliver, and install the components and appurtenances identified on these drawings and/or in the specifications.
3. All deviations from these plans and specifications must be approved prior to implementation and recorded on a set of "as-built" drawings the contractor drawings to the engineer in accordance with the specification section contract close out.
4. The restrictions on in-water work contained in the Federal and State permits will result in a compressed work schedule for the in-water portion of this project. The Contractor must adhere to the following In-Water Work Schedule.

Construction window(s) for marina replacement:

- City move boats – Sept 1, 2025 to Sept 7, 2025 (1 week)
- “N” dock demolition and installation (suitable for occupancy) – Sept 8, 2025, to Oct 24, 2025 (7 weeks)
- City move boats – Oct 27, 2025 to Nov 2, 2025 (1 week)
- “M” dock demolition and installation (suitable for occupancy) – Nov 3, 2025, to Dec 12, 2025 (6 weeks)
- City move Boats - (1 week)
- “L” dock demolition and installation (suitable for occupancy) – Dec 22, 2025, to Feb 13, 2026 (7 weeks/holidays)
- City move boats, contractor finish up work not necessary for occupancy. (to Feb. 15, 2026)

5. Contractor shall coordinate with the city of Des Moines (owner) on available laydown area identified to perform the work. Lay down location may change during construction as directed by the owner.
6. Refer to project plans and specifications for design and performance criteria and other technical requirements.
7. Areas of the facility not under construction shall remain in operation during construction. Keep all construction activities and personnel clear of facility operations and tenant access.
8. The owner has obtained the following project permits identified below:



- City of Des Moines State Environmental Policy Act (SEPA) Exemption and Shoreline Substantial Development Permit (SSDP) Exemption
- US Army Corps of Engineers (USACE) Nationwide Permit (NWP)
- Washington Department of Fish and Wildlife (WDFW) Hydraulic Project Approval (HPA)

The permits listed above will be included in the final contract document as an appendix and the contractor shall keep a copy of the permits on-site at all times. The contractor will be responsible for complying with all the conditions and special conditions of the listed permits including providing for any required on-site monitoring.

The marina will apply for and pay the fees for the permits required by the city's building department. Typically the city will require permits for work involving electrical, potable water and fire suppression. Immediately upon receiving the notice to proceed from the city the contractor will provide the marina with the contractor's information and signatures required to complete the building department permits. Copies of the permits shall be kept on-site at all times and the contractor will be responsible for complying with all the permit conditions and requirements, including scheduling the required inspections.

9. Reference information is attached as exhibits to this contract to describe the subsurface soil conditions (see Exhibit C- geotechnical data report) and reference drawings for the existing covered moorage docks (see Exhibit D).

10. The contractor shall verify all conditions and dimensions at the project site before starting work and shall immediately notify the owner of any discrepancies before beginning affected work site shall be returned to the equivalent of their pre- construction condition, to the satisfaction of the owner.

11. The contractor shall coordinate and arrange for all utility connections, utility relocations, and/or service interruptions with the appropriate utility owner and with the city of Des Moines.

12. Existing utility lines in services which are damaged due to construction work shall be repaired at contractor's expense and inspected and accepted by utility owner's representative.

13. The contractor shall notify the owner forty-eight (48) hours in advance of all water service interruptions, hydrant shutoffs, street closures, or other access blockage. The contractor shall also notify the fire department of all new, relocated, or eliminated hydrants resulting from this work.

14. These drawings are not intended to show all features associated with the work area. Contractor is responsible for being familiar with the site conditions affecting the cost of work which would have been disclosed by reasonable examination of the site.

15. Existing pile locations on these drawings are schematic and piles may not be located exactly as shown. Contractor shall field verify all piling location as necessary for demolition

16. Salvaged materials during construction shall be delivered to the owner as specified in the contract documents.

17. The City anticipates that this project will be completed by the end date for the 2024-2025 fish window as specified by State and Federal Agencies.



Project Location:

Des Moines Marina
22307 Dock Avenue South
Des Moines, WA 98198