

AGENDA

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue S, Des Moines, Washington
Thursday, August 3, 2023 - 6:00 PM**

City Council meeting can be viewed live on the City's website, Comcast Channel 21/321 or on the City's [YouTube](#) channel.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

CITY MANAGER REPORT

Item 1. ST. ANNE HOSPITAL UPDATE

CONSENT CALENDAR

Item 1. APPROVAL OF VOUCHERS [page 4](#)
Motion is to approve the payment vouchers through July 25, 2023 and payroll transfers through July 20, 2023 in the attached list and further described as follows:

EFT Vendor Payments	#8614-8753	\$1,608,040.65
Wires	#2268-22852	\$ 125,752.79
Accounts Payable Checks	#165052-165133	\$ 559,214.76
Accounts Payable Voided Checks	#161015 & #165133	\$ (1,054.00)
Payroll Checks	#19711-19720	\$ 39,274.80
Direct Deposit	#6120-6297	\$ 471,204.62
Total Checks and Wires for A/P & Payroll:		\$2,802,433.62

[Approval of Vouchers](#)

Item 2. APPROVAL OF MINUTES [page 5](#)
Motion is to approve the June 01, 2023 City Council Regular Meeting Minutes.

[Approval of Minutes](#)

- Item 3. RIGHT OF WAY DEDICATION - COLLEGE WAY **page 13**
Motion is to approve the dedication of a portion of Sound Transit owned property, Tax Parcel No. 2500600660, for right-of-way purposes, and authorize the City Manager to execute documents for this transaction substantially in the form as submitted after the completion of extinguishment of the existing recorded sewer easement by Sound Transit.

[Right of Way Dedication – College Way](#)

- Item 4. WASHINGTON ECONOMIC DEVELOPMENT FINANCE AUTHORITY - BOND REQUEST **page 17**

Motion is to pass Draft Resolution No. 23-039, approving the action of the State of Washington Economic Development Finance Authority and the issuance of non-recourse revenue bonds to finance an economic development facility for use by Northwest Laborers Training Center.

[Washington Economic Development Finance Authority – Bond Request](#)

- Item 5. 24TH AVE S IMPROVEMENTS PROJECT - CONSTRUCTION CONTRACT AWARD AND CONSULTANT SERVICES AGREEMENTS **page 29**

Motion 1 is to direct administration to bring forward a budget amendment to the 2023-2028 Capital Improvement Plan and the 2023 Capital Budget to include the amended 24th Ave S Improvements Project and the amended 24th Ave Pipeline Replacement Project as described herein, and include such amendment in the next available budget amendment ordinance.

Motion 2 is to approve the Public Works Contract with SCI Infrastructure, LLC (Contractor), for the 24th Ave S Improvements Project in the amount of \$7,019,272.55, authorize a project construction contingency in the amount of \$702,000, and further authorize the City Manager to sign said Contract substantially in the form as submitted.

Motion 3 is to approve the Consultant Services Contract with Exeltech Consulting for the 24th Ave S Improvements Project in the amount of \$773,819.36 for Construction Management and Inspection Services, and further authorize the City Manager to sign said Contract substantially in the form as submitted.

Motion 4 is to approve the 2022-2023 On-Call General Civil Engineering Services Task Assignment 2023-12 with Parametrix, Inc. to provide Engineer of Record services for the 24th Ave S Improvements Project in the amount of \$65,889.91, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.

[24th Ave S Improvements Project –Construction Contract Award and Consultant Services Agreements](#)

NEW BUSINESS

- Item 1. DRAFT ORDINANCE 23-010, COMPOST PROCUREMENT POLICY [page 123](#)
Staff Presentation by Surface Water and Environmental Engineering Manager Tyler Beekley, P.E.
[Draft Ordinance 23-010, Compost Procurement Policy](#)
- Item 2. INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10 Minutes

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

(4 minutes per Councilmember) - 30 minutes

PRESIDING OFFICER'S REPORT

EXECUTIVE SESSION

NEXT MEETING DATE

August 17, 2023 City Council Regular Meeting

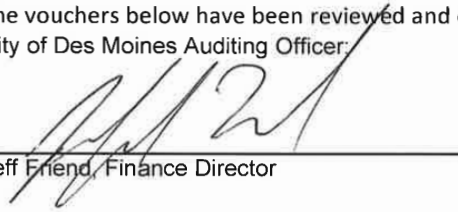
ADJOURNMENT

CITY OF DES MOINES
Voucher Certification Approval
August 3, 2023
Auditing Officer Certification

Voucher 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 August 3, 2023 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through July 25, 2023 and payroll transfers through July 20, 2023 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:



 Jeff Friend, Finance Director

		# From	# To	Amounts
Claims Vouchers:				
EFT's		8614	8753	1,608,040.65
Wires		2268	2282	125,752.79
Accounts Payable Checks		165052	165133	559,214.76
Accounts Payable Voided Checks		#161015, #163284		(1,054.00)
Total Vouchers paid				2,291,954.20
Payroll Vouchers				
Payroll Checks		19711	19720	39,274.80
Direct Deposit	7/20/2023	6120	6297	471,204.62
Total Paychecks & Direct Deposits				510,479.42
Total checks and wires for A/P & Payroll				2,802,433.62

MINUTES

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue S, Des Moines, Washington
Thursday, June 1, 2023 - 6:00 PM**

CALL TO ORDER

Mayor Matt Mahoney called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by councilmember Harry Steinmetz.

ROLL CALL

Council Present:

Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmember Gene Achziger; Councilmember JC Harris; Councilmember Jeremy Nutting; Councilmember Vic Pennington; and Councilmember Harry Steinmetz

Staff Present:

City Manager Michael Matthias; City Attorney Tim George; Assistant City Attorney Matt Hutchins; Chief Administrative Officer Bonnie Wilkins; Harbormaster Scott Wilkins; Human Resources Director Adrienne Johnson-Newton; Police Chief Ken Thomas; Community Development Director Denise Lathrop; Public Works Director Andrew Merges; Management Analyst Rochelle Sems; and City Clerk Taria Keane

CORRESPONDENCE

There were no additional correspondence outside of the emails already received by Council.

COMMENTS FROM THE PUBLIC

- Waterland Pride Committee, Waterland Pride

Direction/Action

Motion made by Councilmember Harry Steinmetz to donate \$500 from the Hearts and Minds fund to the Waterland Pride Committee; seconded by Councilmember Vic Pennington.

Motion passed 6-1.

Regular Meeting Minutes
June 1, 2023

For: Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmember Gene Achziger, Councilmember Jeremy Nutting, Councilmember Vic Pennington, and Councilmember Harry Steinmetz.

Against: Councilmember JC Harris

- City of Enumclaw Mayor Jan Molinaro, Sound Cities Alliance
- Victoria Andrews, Communication
- Martha Hamilton, Housing
- Bill Bishop, Marina
- Felicia Wilson, King County Library

CITY MANAGER REPORT

- Police Chief Ken Thomas briefed the Council on the Police Department receiving Washington Association of Sheriffs & Police Chiefs reaccreditation.
- City Manager let the Council know that the Finance Department received the Government Finance Officers Association Award of Excellence for the 5th year in a row.
- City Manager updated the Council on the Passenger Ferry Service.

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers through May 18, 2023 and payroll transfers through May 19, 2023 in the attached list and further described as follows:

EFT Vendor Payments	#8309-8414	\$830,621.43
Wires	#2205-2221	\$745,212.61
Accounts Payable Checks	#164900-164937	\$394,059.40
Payroll Checks	#19676-19680	\$ 17,324.96
Direct Deposit	#5434-5598	\$516,436.30

Total Checks and Wires for A/P and Payroll: \$2,503,654.70

Item 2: APPROVAL OF MINUTES

Motion is to approve the May 04, 2023 City Council Regular Meeting minutes.

Item 3: LESBIAN, GAY, BISEXUAL, TRANSGENDER, AND QUEER/QUESTIONING, INTERSEX, AND

Regular Meeting Minutes
June 1, 2023

**ASEXUAL/AROMANTIC/AGENDER COMMUNITIES, (LGBTQIA+)
PROCLAMATION**

Motion is to approve the proclamation acknowledging June as LGBTQ Pride Month.

- Item 4: **AMENDMENT #3, VERRA MOBILITY SPEED CAMERAS**
Motion is to approve Amendment #3 to the contract with Verra Mobility to provide for the installation and operation of speed zone cameras in appropriate areas in or adjacent to City parks.

Direction/Action

Motion made by Councilmember Jeremy Nutting to approve the Consent Calendar; seconded by Councilmember Vic Pennington.

Councilmember JC Harris pulled Consent Calendar Item #4.

The remainder of the Consent Calendar passed 7-0.

Mayor Matt Mahoney read the Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning, Intersex, and Asexual/Aromantic/Agender Communities, (LGBTQIA+) Proclamation into the record.

Council discussed Consent Calendar Item #4.

Motion made by Councilmember Jeremy Nutting to approve the Consent Calendar Item #4 as presented; seconded by Councilmember Vic Pennington.
Motion passed 7-0.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

**PUBLIC HEARING AND FIRST READING OF DRAFT RESOLUTION
23-030 RELATING TO THE CITY OF DES MOINES HOUSING
ACTION PLAN**

Staff Presentation by Community Development Director Denise Lathrop

Mayor Matt Mahoney opened the Public Hearing at 6:51 p.m.

Community Development Director Denise Lathrop along with AHBL Consultant Wayne Carlson gave Council a PowerPoint Presentation.

No one signed up to speak.

Regular Meeting Minutes
June 1, 2023

Mayor Matt Mahoney asked 3 times if anyone else wished to speak.

Seeing none, Mayor Matt Mahoney asked the Council if they had any questions.

Mayor Matt Mahoney closed the Public Hearing at 7:27 p.m.

Direction/Action

Motion made by Deputy Mayor Traci Buxton to pass Draft Resolution 23-030 to a second reading on June 8, 2023, or as soon thereafter as the matter may be heard; seconded by Councilmember Jeremy Nutting.

Amended Motion made by Deputy Mayor Traci Buxton to recommended the following 4 amendment (listed below) to the Housing Action Plan document; seconded by Councilmember Jeremy Nutting.

- Page 34 of the HAP: Remove the word develop so the first line reads: It is important for the City to maintain and increase partnerships with Organizations that provide programmatic and financial support for residents that need help accessing these resources and housing.
- Page 36 of the HAP: Strategy 1: Change the sentence to read: Continue to expand partnerships through our Human Services Funding and regional collaborations like SKHHP that provide Housing Programs such as:
- Page 43 of the HAP: Amend the wording to say; In partnership with SKHHP, the City Council explore a housing levy or a housing trust fund to direct funds for the creation of affordable housing within city limits.
- Page 45 of the HAP: Change second paragraph to read: Continue to support and expand partnership through our Human Services funding and regional collaborations like SKHHP that provide housing programs such as:

Deputy Mayor Traci Buxton rescinded her Amended Motion.

The main motion passed 7-0.

NEW BUSINESS

- Item 1: CITY COUNCIL APPROVAL FOR ISSUANCE OF A BOND (\$26 MILLION) FOR MARINA AND REDONDO REDEVELOPMENT
Staff Presentation by City Manager Michael Matthias

Regular Meeting Minutes
June 1, 2023

City Manager Michael Matthias along with Finance Director Jeff Friend gave Council a PowerPoint Presentation.

Direction/Action

Motion made by Councilmember Jeremy Nutting to pass Draft Ordinance No. 23-022 to a second reading on June 08, 2023; seconded by Deputy Mayor Traci Buxton.

Amended Motion made by Councilmember JC Harris to move Draft Ordinance No. 23-022 to the first meeting in July 2023; seconded by Councilmember Gene Achziger.
Amended motion failed 2-5.

For: Councilmember Gene Achziger and Councilmember JC Harris.

Against: Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmember Jeremy Nutting, Councilmember Vic Pennington, and Councilmember Harry Steinmetz.

The main motion passed 5-2.

For: Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmember Jeremy Nutting, Councilmember Vic Pennington, and Councilmember Harry Steinmetz.

Against: Councilmember Gene Achziger and Councilmember JC Harris.

At 8:12 p.m. Council took a 7 minute break. The meeting resumed at 8:19 p.m.

Item 2:

FIRST READING - CITY OF DES MOINES CITY COUNCIL
PROTOCOL MANUAL ADOPTION

Direction/Action

Motion made by Councilmember JC Harris to move this item to the June 08, 2023 meeting; seconded by Councilmember Gene Achziger.
Motion failed 2-5.

For: Councilmember Gene Achziger and Councilmember JC Harris

Regular Meeting Minutes
June 1, 2023

Against: Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmember Jeremy Nutting, Councilmember Vic Pennington, and Councilmember Harry Steinmetz.

Motion made by Councilmember Gene Achziger to remove 2.10 Incompatibility of Offices.
Motion dies for a lack of second.

Motion made by Councilmember JC Harris that an F1 be a requirement when applying for appointment in section 4.03 Financial Disclosure and striking the second paragraph; seconded by Councilmember Gene Achziger.
Motion passed 4-3.

For: Deputy Mayor Traci Buxton; Councilmember Gene Achziger, Councilmember JC Harris, and Councilmember Harry Steinmetz.

Against: Mayor Matt Mahoney; Councilmember Jeremy Nutting and Councilmember Vic Pennington.

Motion made by Councilmember JC Harris to strike 5.03(f); seconded by Councilmember Gene Achziger.
Motion failed 2-5.

For: Councilmember Gene Achziger and Councilmember JC Harris

Against: Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmember Jeremy Nutting, Councilmember Vic Pennington, and Councilmember Harry Steinmetz.

Motion made by Councilmember JC Harris to strike 5.03(g); seconded by Councilmember Gene Achziger.

Motion made by Deputy Mayor Traci Buxton to extend the meeting to 9:25 p.m. with Councilmember Jeremy Nutting's friendly amendment to forgo Board and Committee Reports; seconded by Councilmember Harry Steinmetz.
Motion passed 5-2.

For: Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmember Jeremy Nutting, Councilmember Vic Pennington, and Councilmember Harry Steinmetz.

Regular Meeting Minutes
June 1, 2023

Against: Councilmember Gene Achziger and Councilmember JC Harris.

Motion to strike 5.03(g) failed 2-5.

For: Councilmember Gene Achziger and Councilmember JC Harris

Against: Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmember Jeremy Nutting, Councilmember Vic Pennington, and Councilmember Harry Steinmetz.

Motion made by Councilmember JC Harris with the friendly amendment from Mayor Matt Mahoney to strike 5.03(h); seconded by Councilmember Gene Achziger.
Motion passed 7-0.

Motion made by Councilmember JC Harris to amend 7.04 that all Councilmembers are able to ask the City Attorney non-privileged questions so long as the rest of the Council is cc'ed; seconded by Councilmember Gene Achziger.
Motion failed 2-5.

For: Councilmember Gene Achziger and Councilmember JC Harris.

Against: Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmember Jeremy Nutting, Councilmember Vic Pennington, and Councilmember Harry Steinmetz.

Motion made by JC Harris to amend 7.05 that every councilmember is entitled to a timely response to their request for information for research from the Administration if the request is deemed to require more than 1 hour of staff time the City Manager will inform the full Council to bring it to a vote as to whether or not to proceed with the research; seconded by Councilmember Gene Achziger.

Discussion will continue at the June 08, 2023 Regular Council Meeting.

NEXT MEETING DATE

June 8, 2023 City Council Regular Meeting

ADJOURNMENT

Regular Meeting Minutes
June 1, 2023

Direction/Action

Motion made by Councilmember Vic Pennington to adjourn; seconded
by Councilmember Harry Steinmetz.
Motion passed 7-0.

The meeting adjourned at 9:25 p.m.

AGENDA ITEM

**BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA**

SUBJECT: Right of Way Dedication – College Way

FOR AGENDA OF: August 3, 2023

DEPT. OF ORIGIN: Public Works

ATTACHMENTS:

DATE SUBMITTED: July 26, 2023

- 1. Right-of-Way Dedication Legal Description and Exhibit

CLEARANCES:

- City Clerk _____
- Community Development DEL
- Courts _____
- Director of Marina Redevelopment _____
- Emergency Management _____
- Finance MM
- Human Resources _____
- Legal TG
- Marina _____
- Police _____
- Parks, Recreation & Senior Services _____
- Public Works Richard

**APPROVED BY CITY MANAGER
FOR SUBMITTAL:** 

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval for a right-of-way dedication granting a portion of property on the south side of College Way, Tax Parcel No. 2500600660, to be designated as City right-of-way (Attachment 1). The right-of-way dedication will allow for improvements associated with Sound Transit’s Federal Way Link Extension College Way Connection Project to be constructed within the public right-of-way. The following motion will appear on the consent agenda:

Suggested Motion

Motion: “I move to approve the dedication of a portion of Sound Transit owned property, Tax Parcel No. 2500600660, for right-of-way purposes, and authorize the City Manager to execute documents for this transaction substantially in the form as submitted after the completion of extinguishment of the existing recorded sewer easement by Sound Transit.”

Background

In November 2008, central Puget Sound area voters approved Sound Transit 2 (ST2) including extension of the Link Light Rail (LLR) system from SeaTac to the cities of Kent and Des Moines. Unfortunately, due to reduced tax revenue during the Great Recession, all work was suspended south of Angle Lake Station in SeaTac. Then in November 2016, voters approved Sound Transit 3 (ST3) which included the extension of the LLR system to the City of Federal Way, known as the Federal Way Link Extension (FWLE).

The City of Des Moines has negotiated multiple agreements with Sound Transit detailing various project requirements and permitting processes that would provide certainty and predictability for the FWLE Project within the City limits. These agreements referenced the completed Sound Transit Environmental Impact Statement and FTA mitigation requirements. The agreements established a consolidated permit process, amended and resolved technical code requirements that are impractical or infeasible, supported and accommodated the LLR system in land use plans and development regulations, and allowed for extended vesting or duration of land use approvals.

As part of the FWLE construction, Sound Transit is responsible for the construction of College Way from Pacific Highway to the Highline College Campus which includes a widened roadway, non-motorized/pedestrian corridor, storm water improvements, street lighting, and landscaping.

At the October 10, 2019 City Council meeting, the City Council approved a street vacation and right-of-way dedication for the construction of the College Way cul-de-sac at Highline College.

Discussion

The dedication of right-of-way is necessary to adjust the boundary for the Sound Transit owned property, so that public improvements for the FWLE College Way Connection Project are constructed within City right-of-way. The right-of-way dedication area allows for public improvements to be constructed as envisioned in past agreements between the City and Sound Transit.

The dedication area is currently encumbered by a recorded 10' wide easement (No. 6110541) for Midway Sewer District. The suggested motion requires this easement to be extinguished prior to recording the right-of-way dedication.

Alternatives

The City Council may choose not to accept the right-of-way dedication. Right-of-way improvements, as agreed to in prior agreements between the City and Sound Transit, could then not be constructed.

Financial Impact

None

Recommendation

Staff recommends the adoption of the motion.

Council Committee Review

Not Applicable

EXHIBIT "A"

R/W NO. FL228
PIN: 2500600660
CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)

College Way Right-of-Way Dedication:

THAT PORTION OF HEREINAFTER DESCRIBED "TRACT X" LYING NORTH OF A LINE DESCRIBED AS FOLLOWS:

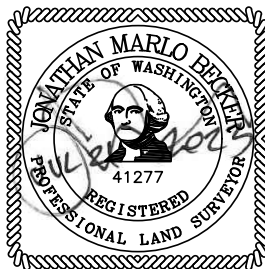
COMMENCING AT THE SOUTHWEST CORNER OF SAID "TRACT X";
THENCE ALONG THE WEST LINE THEREOF, NORTH 01°14'13" EAST A DISTANCE OF 18.64 FEET TO THE **POINT OF BEGINNING** AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 28.01 FEET, THROUGH WHICH POINT A RADIAL LINE BEARS NORTH 30°08'41" WEST;
THENCE LEAVING SAID WEST LINE, NORTHEASTERLY TO THE RIGHT ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°03'43", AND ARC DISTANCE OF 50.06 FEET;
THENCE SOUTH 88°04'59" EAST A DISTANCE OF 267.66 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 15.04 FEET;
THENCE SOUTHEASTERLY TO THE RIGHT ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 98°41'20", AN ARC DISTANCE OF 25.91 FEET;
THENCE SOUTH 79°24'04" EAST A DISTANCE OF 4.98 FEET TO THE EAST LINE OF SAID "TRACT X", AND THE **TERMINUS** OF SAID LINE DESCRIPTION.

CONTAINING 19,114 SQUARE FEET, MORE OR LESS.

"TRACT X":

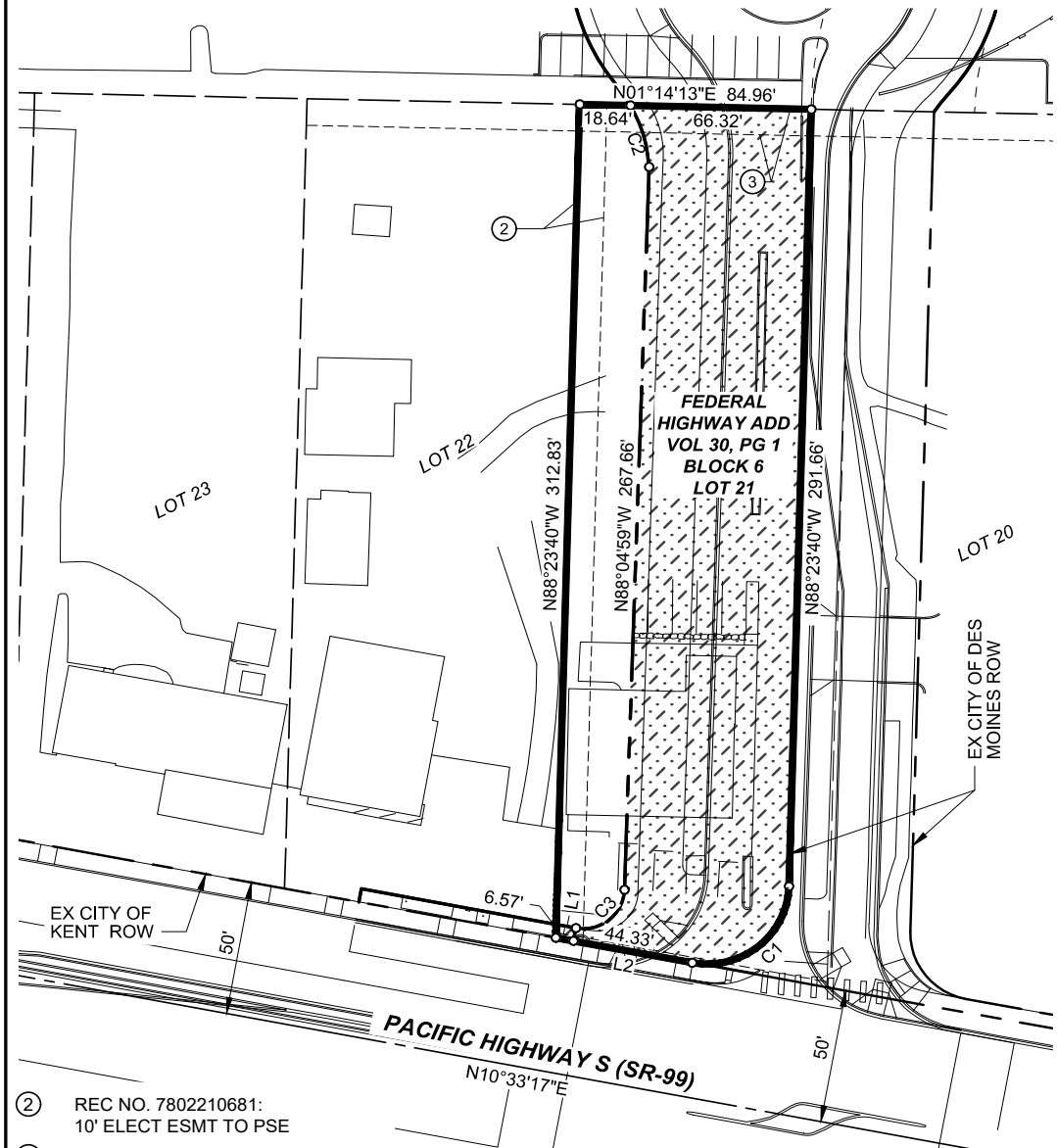
LOT 21, BLOCK 6, FEDERAL HIGHWAY ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 30 OF PLATS, PAGES 1 AND 2, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NO. 5605333.



COLLEGE WAY RIGHT-OF-WAY DEDICATION

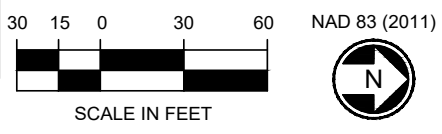
SE 1/4 SE 1/4 SEC 16, T 22 N, R 4 E, W.M.



- ② REC NO. 7802210681:
10' ELECT ESMT TO PSE
- ③ REC NO. 6110541: 10' SEWER ESMT
TO DES MOINES SEWER DIST
(NOW MIDWAY SEWER DISTRICT)

L1	N79°24'04"W	4.98'	C1	Δ=98°56'58" R=30.00' L=51.81'
L2	N10°33'17"E	50.90'		N01°36'20"E (R) S79°26'43"E (R)
			C2	Δ=32°03'43" R=28.01' L=50.06'
				N30°08'41"W (R) N01°55'01"E (R)
			C3	Δ=98°41'20" R=15.04' L=25.91'
				N01°55'01"E (R) S79°23'38"E (R)

LEGEND	
	PROPOSED RIGHT-OF-WAY LINE
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PROPERTY LINE
	PARCEL BOUNDARY



SOUNDTRANSIT

F & A FURTADO & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM

JONATHAN MARLO BICKER
STATE OF WASHINGTON
41277
REGISTERED
PROFESSIONAL LAND SURVEYOR

DEDICATION AREA: 19,114 SF	
EXHIBIT "B"	
R/W NO. FL-228 PARCEL MAP	
ASSESSOR NO.: 2500600660	DATE: 07/21/2023
OWNER: SOUND TRANSIT	
BLOCK NO.: 6	LOT NO.: 21
CITY OF DES MOINES	KING COUNTY, WA

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Washington Economic Development
Finance Authority – Bond Request

FOR AGENDA OF: August 3, 2023

DEPT. OF ORIGIN: Administration

ATTACHMENTS:

1. Draft Resolution No. 23-039
2. Letter from Washington Economic Development Finance Authority

DATE SUBMITTED: July 27, 2023

CLEARANCES:

- City Clerk SY
- Community Development DEL
- Courts _____
- Emergency Management _____
- Finance _____
- Human Resources _____
- Legal TG
- Marina _____
- Police _____
- Parks, Recreation & Senior Services _____
- Public Works _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is for the City Council to consider Draft Resolution 23-039 demonstrating support for the issuance of bonds to finance the Northwest Laborers United Training Center’s plan to construct, occupy and operate an employment training facility located at 22205 Pacific Highway S in Des Moines. The following motion will appear on the Consent Calendar.

Suggested Motion

Motion: “I move to pass Draft Resolution No. 23-039, approving the action of the State of Washington Economic Development Finance Authority and the issuance of non-recourse revenue bonds to finance an economic development facility for use by Northwest Laborers Training Center.”

Background

The Northwest Laborers United Training Center (“NWLUTC”), a non-profit organization created by General Laborers Union Local 242, is planning to construct, occupy and operate an employment training facility located at 22205 Pacific Highway S, adjacent to Local 242’s corporate office in Des Moines.

NWLUTC intends to finance this project through the use of nonrecourse economic development revenue bonds issued by the Washington Economic Development Finance Authority (WEDFA). It is the policy of WEDFA only to issue bonds in support of projects which would be welcomed by the local community. As part of the issuance process, NWLUTC has requested that the City of Des Moines City Council, as the planning jurisdiction, to consider passage of a Planning Jurisdiction Approval Resolution.

The purpose of this resolution is to approve NWLUTC’s use of WEDFA financing for this project. It does not supplement or replace any portion of the normal permitting process. There is no liability against the City of Des Moines created by issuance of WEDFA's bonds or adoption of this resolution.

NWLUTC is planning to issue the bonds in the upcoming month.

Alternatives

The alternative would be to not adopt the Draft Resolution, or adopt it with amendments.

Financial Impact

No negative impact. The Bonds are not an obligation of the City, and no tax funds or revenues of the City will be used to pay the principal of or interest on the Bonds. Neither the faith and credit nor any taxing power of the City is being pledged to pay the principal or interest on the Bonds.

Recommendation

Staff recommends passing the Draft Resolution.

CITY ATTORNEY'S FIRST DRAFT, 07/27/2023

DRAFT RESOLUTION NO. 23-039

A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON approving the action of the State of Washington Economic Development Finance Authority and the issuance of non-recourse revenue bonds to finance an economic development facility for use by Northwest Laborers Training Center ("the Company"), and providing for other matters properly relating thereto.

WHEREAS, on June 27, 2023, the Washington Economic Development Finance Authority ("WEDFA") had presented to it Resolution No. W-2023-09 (the "Resolution"), a copy of which is attached hereto as Exhibit A, relating to the issuance of non-recourse revenue bonds, the proceeds of which would be loaned to the Company or its affiliates for, among other projects, the acquisition and construction of a job-training facility located in Des Moines, Washington (the "Project"), all as authorized by the Economic Development Finance Authority Act of 1989, R.C.W. Title 43, Chapter 163, as amended (the "Act"), and

WHEREAS, on June 27, 2023, WEDFA unanimously approved the Resolution, and

WHEREAS, it is the policy of WEDFA not to issue revenue bonds except upon the approval of the county, city or town within whose planning jurisdiction the proposed economic development facility lies, and

WHEREAS, the Project lies within the boundaries of the City of Des Moines, Washington; the Project lies within the boundaries of the City of Des Moines, Washington; now therefore,

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

Sec. 1. The City of Des Moines City Council (the "City"), pursuant to the request of the WEDFA, does hereby approve the issuance of non-recourse revenue bonds (the "Bonds") by WEDFA, for the purposes provided in the Act. However, such approval shall not waive or modify any of the permitting requirements applicable to this project.

Sec. 2. The proceeds of the Bonds are to be lent to the Company, pursuant to a loan agreement or other appropriate financing agreement, and used for the purpose of acquiring, constructing and equipping the Project, including the necessary

Resolution No. _____
Page 2 of 3

appurtenances, located within the boundaries of the City and to pay certain costs of issuance of the Bonds.

Sec. 3. The Bonds shall not constitute an obligation of the State of Washington or of the City, and no tax funds or revenues of the State of Washington or of the City shall be used to pay the principal of or interest on the Bonds. Neither the faith and credit nor any taxing power of the State of Washington or of the City shall be pledged to pay the principal or interest on the Bonds.

Sec. 4. This Resolution is intended to constitute approval of the issuance of revenue bonds within the meaning of the policy of WEDFA.

Sec. 5. Upon passage and approval of this Resolution, it shall take effect immediately.

ADOPTED BY the City Council of the City of Des Moines, Washington this _____ day of _____, 2023 and signed in authentication thereof this _____ day of _____, 2023.

Mayor

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

RESOLUTION NO. W-2023-09

A RESOLUTION OF THE WASHINGTON ECONOMIC DEVELOPMENT FINANCE AUTHORITY TAKING OFFICIAL ACTION TOWARD THE ISSUANCE OF NONRECOURSE ECONOMIC DEVELOPMENT REVENUE BONDS IN ONE OR MORE SERIES IN A MAXIMUM AMOUNT NOT TO EXCEED \$12,000,000 AND AUTHORIZING THE EXECUTION OF AN INDEMNIFICATION AND COMPENSATION AGREEMENT BY AND BETWEEN THE WASHINGTON ECONOMIC DEVELOPMENT FINANCE AUTHORITY AND NORTHWEST LABORERS UNITED TRAINING CENTER OR ITS SUCCESSOR OR ASSIGNS (the "Company").

WHEREAS, the Washington Economic Development Finance Authority (the "Issuer") is a duly organized and existing instrumentality of the State of Washington authorized and empowered by the provisions of RCW Chapter 43.163 (collectively, the "Act") to issue nonrecourse economic development revenue bonds for the purpose of carrying into effect the construction of improvements and the acquisition of personal properties and provide working capital suitable for use by any industry, and to loan its moneys when necessary or convenient to carry out its powers under the Act; and

WHEREAS, the Company has informed the Issuer that it wishes to finance the acquisition and construction of a job-training facility at the location identified in Exhibit A attached hereto and incorporated herein (the "Site"), which site is located within the territorial limits of the State of Washington, and the Company has requested the Issuer to issue non-recourse revenue bonds (the "Bonds") in a maximum amount not to exceed \$12,000,000 pursuant to the Act to carry into effect the equipping and improving of real and personal property and provision of working capital at the Site to be used in the manufacturing facilities of the Company, as more fully described in Exhibit A (collectively, the "Project"), and to loan the proceeds of the Bonds to pay the costs of such financing and refinancing; and

WHEREAS, a form of agreement designated as an "Indemnification and Compensation Agreement," on file with the Issuer, has been prepared setting forth the respective agreements and undertaking of the Issuer and the Company with respect to the Bonds and the Project; and

WHEREAS, it is considered necessary and desirable for the best interest of the Issuer that the Indemnification and Compensation Agreement be executed for and on the behalf of the Issuer; and

WHEREAS, the Indemnification and Compensation Agreement requires the Company to pay all reasonable and necessary costs incurred by the Issuer in connection with the Bonds and/or in connection with the Project; and

WHEREAS, the Issuer finds that the Project constitutes the development and improvement of economic development facilities under the Act; and

WHEREAS, it is intended that this resolution shall constitute a declaration of official intent to reimburse Project expenditures within the meaning of Sections 1.103-(8)(T)(a)(5) and 1.150-2 of the Federal Income Tax Regulations.

NOW THEREFORE, be it resolved by the Washington Economic Development Finance Authority as follows:

Section 1. It is hereby determined that (a) the acquisition of the Project and its operation is an economic development facility; (b) the issuance of the bonds of the Issuer in one or more series and in a maximum amount not to exceed \$12,000,000, to finance costs of the Project, such total costs to be financed by the Bonds presently estimated to be approximately \$12,000,000; and (c) the execution and delivery of such contracts and agreements with the Issuer as are necessary to provide for the payment by the Issuer of amounts sufficient to pay the principal of, premium, if any, and interest on the Bonds, together with certain costs of the Issuer, will all be in furtherance of the Act.

Section 2. Subject to the conditions listed in Section 3 below, including such other conditions as in the judgement of the Issuer and bond counsel are necessary to insure the validity of the Bonds and the tax-exempt or taxable status of the Bonds, it is the intent of the Issuer to proceed toward the issuance and sale of the Bonds pursuant to the provisions of the Act. Nothing in this resolution shall be construed as legally binding the Issuer to authorize, issue, or sell the Bonds.

Section 3. The authorization, issuance, and sale of the Bonds by the Issuer are subject to the following conditions:

(a) the Company shall have caused to be issued an irrevocable letter of credit (the "Letter of Credit") by an investment-grade rated commercial bank, acceptable to the Issuer (the "Letter of Credit Bank"), which shall be used to pay and secure the Bonds or shall have secured a bond purchase agreement (the "Bond Purchase Agreement") from an Accredited Investor, as such term is defined in 17 CFR 230.501(a), or qualified institutional buyers, in each case acceptable to the Issuer, for the purchase of the Bonds;

(b) the Company shall enter into such contracts and loan agreements with the Issuer as shall be necessary to secure payment of the principal of, premium, if any, and interest on the Bonds as when the same shall come due and payable;

(c) on or before two (2) years from the date hereof (or such later date as shall be mutually satisfactory to the Issuer and the Company) the Issuer and the Company shall have agreed to mutually acceptable terms and conditions of the contracts and agreements referred to in paragraph (b) of this Section 3;

(d) the Issuer shall have received an opinion of bond counsel that, with certain customary exceptions, such of the Bonds which it is intended shall be issued as tax-exempt obligations may be so issued pursuant to the provisions of the Internal Revenue Code of 1986;

(e) if required, the Issuer shall have received an allocation of the State ceiling on private activity bonds imposed by Section 146 of the Internal Revenue Code of 1986 in an amount equal to the aggregate face amount of such of the Bonds as shall be issued as tax-exempt obligations, and shall have allocated such amount to the Bonds;

(f) the Issuer shall have received evidence that each county, city, or town within whose planning jurisdiction the Project lies has approved the Project and the Bonds or such other evidence satisfactory to the Issuer that the Project will be welcomed by the community in which the Project will be located (unless such jurisdiction generally refuses to supply such approvals, in which case no such evidence will be required); and

(g) such other conditions as in the judgement of the Issuer and bond counsel are necessary to ensure the validity of the Bonds and the tax-exempt status of such of the Bonds as shall be issued as tax-exempt obligations.

Section 4. The proper officials of the Issuer are hereby authorized to take such further action as is necessary to carry out the intent and purposes hereof under the terms and conditions stated herein and in compliance with the applicable provisions of law.

Section 5. That it is deemed necessary and advisable that the Indemnification and Compensation Agreement be approved and executed for and on behalf of the Issuer.

Section 6. That an Indemnification and Compensation Agreement by and between the Issuer and the Company be, and the same is hereby, approved and authorized and the Chair of the Issuer is hereby authorized to execute the Indemnification and Compensation Agreement on behalf of the Issuer.

Section 7. Each Bond, when and if issued, shall substantially state the following language on the face thereof:

THE OBLIGATIONS OF THE ISSUER HEREUNDER SHALL NOT BE DEEMED TO BE A DEBT, LIABILITY, OBLIGATION, OR PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF WASHINGTON, OF ANY MUNICIPALITY, OR OF ANY MUNICIPAL CORPORATION, QUASI MUNICIPAL CORPORATION, SUBDIVISION, OR AGENCY OF THE STATE OF WASHINGTON, OR TO PLEDGE ANY OR ALL OF THE FAITH AND CREDIT OF ANY OF THESE ENTITIES. NEITHER THE STATE OF WASHINGTON, THE ISSUER, ANY MUNICIPALITY, OR ANY OTHER MUNICIPAL CORPORATION, QUASI MUNICIPAL CORPORATION, SUBDIVISION, OR AGENCY OF THE STATE OF WASHINGTON IS OBLIGATED TO PAY THE PRINCIPAL OR THE

INTEREST THEREON. NO TAX FUNDS OR GOVERNMENTAL REVENUE MAY BE USED TO PAY THE PRINCIPAL OR INTEREST THEREON. NEITHER ANY OR ALL OF THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF WASHINGTON, THE ISSUER, IF ANY, OR ANY MUNICIPAL CORPORATION, QUASI MUNICIPAL CORPORATION, SUBDIVISION, OR AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OR OF THE INTEREST ON THE BONDS.

Section 8. This Resolution shall be effective after its adoption.

ADOPTED by the Washington Economic Development Finance Authority this 27th day of June, 2023.

WASHINGTON ECONOMIC DEVELOPMENT FINANCE AUTHORITY

By: Vincent W Santiago
Chair

EXHIBIT A

DESCRIPTION OF PROJECT AND SITE

The Project will consist of:

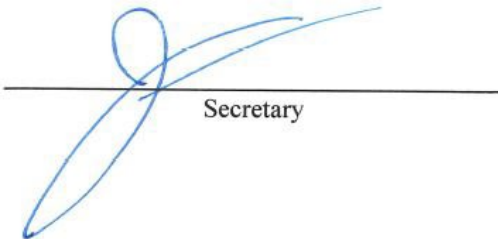
Acquisition and construction of a new 19,044-square-foot office/training and education facility, located at 22205 Pacific Highway S, Des Moines, King County, WA 98198.

CERTIFICATE

I, the undersigned, Secretary of the Washington Economic Development Finance Authority (herein called the "Issuer"), DO HEREBY CERTIFY:

1. That the attached Resolution No. W-2023-09 (herein called the "Resolution") is a true and correct copy of a resolution of the Issuer as finally adopted at a special meeting of the Board of Directors of the Issuer held on the 27th day of June, 2023, and duly recorded in my office.
2. That said meeting was duly convened and held in all aspects in accordance with law, and, to the extent required by law and the by-laws of the Issuer, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Washington Economic Development Finance Authority voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out, and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS THEREOF, I have hereunto set my hand this 27th day of June, 2023.



Secretary



1000 Second Avenue, Ste 2700
Seattle, WA 98104-1046
www.wedfa.org

206-587-5634
 206-587-5113
 info@wedfa.org

Attachment #2

July 20, 2023

Taria Keane
City Clerk
City of Des Moines
21630 11th Ave. S., Suite A
Des Moines, WA 98198
tkeane@desmoineswa.gov

Re: Washington Economic Development Finance Authority Economic Development Revenue Bonds:
Northwest Laborers United Training Center Project

Dear Ms. Keane:

The Northwest Laborers United Training Center (“NWLUTC”), a non-profit organization created by General Laborers Union Local 242, is planning to construct, occupy and operate an employment training facility located at 22205 Pacific Highway S, adjacent to Local 242’s corporate office in Des Moines. NWLUTC intends to finance this project through the use of nonrecourse economic development revenue bonds issued by the Washington Economic Development Finance Authority (WEDFA).

It is the policy of WEDFA only to issue bonds in support of projects which would be welcomed by the local community. As part of the issuance process, therefore, we would like the City of Des Moines City Council, as the planning jurisdiction, to consider passage of a Planning Jurisdiction Approval Resolution, in the form substantially as attached.

We wish to emphasize that the only purpose of this resolution is to approve NWLUTC’s use of WEDFA financing for this project. It does not supplement or replace any portion of the normal permitting process. There is no liability against the City of Des Moines created by issuance of WEDFA’s bonds or adoption of this resolution.




We are planning to issue the bonds in the upcoming month. It would greatly assist our timing if the City Council could consider this approval at the August 3rd meeting. I would appreciate it if your office could send me a copy of the approved resolution should the City Council look on our request favorably.

Dale Cannon of Laborers Local 242 can provide you with any further information that you might find helpful regarding the project. His telephone number is (206) 441-0470. Rodney Wendt, Executive Director of WEDFA, would also be happy to attend the City Council meeting to answer questions from the Council.

Washington Economic Development Finance Authority



1000 Second Avenue, Ste 2700
Seattle, WA 98104-1046
www.wedfa.org

 206-587-5634
 206-587-5113
 info@wedfa.org

Please let me know how we can work together to facilitate this process. If you have any questions, do not hesitate to give me a call. My telephone number is (206) 287-4447, and I can also be reached by email at molly.abbey@wshfc.org.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Molly Abbey".

Molly Abbey
Program Administrator

cc: Dale Cannon, Laborers Local 242
Rodney Wendt, WEDFA

Encls.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: 24th Ave S Improvements Project –
Construction Contract Award and
Consultant Services Agreements

FOR AGENDA OF: August 3, 2023

DEPT. OF ORIGIN: Public Works

ATTACHMENTS:

DATE SUBMITTED: July 26, 2023

1. CIP Project Budget Worksheet(s)
2. Public Works Contract
3. Exeltech Consulting, Inc. Consultant Services Contract for Construction Administration and Inspection Services
4. Parametrix Inc. 2022-2023 On-Call General Civil Engineering Services, Task Assignment 2022-12
5. TIB Approval to Award Letter
6. SCI Bid Proposal Package

CLEARANCES:

- City Clerk _____
- Community Development _____
- Courts _____
- Director of Marina Redevelopment _____
- Emergency Management _____
- Finance *HH* _____
- Human Resources _____
- Legal *TG* _____
- Marina _____
- Police _____
- Parks, Recreation & Senior Services _____
- Public Works *Richard Hayes* _____

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

Purpose and Recommendation

The purpose of this agenda item is for City Council to direct administration to bring forward an amendment to the 2023-2028 Capital Improvement Plan and 2023 Capital Budget (Attachment 1), seek City Council approval of the Public Works Contract (Attachment 2) with SCI Infrastructure, LLC, seek approval of the Consultant Services Contract with Exeltech Consulting, Inc. (Attachment 3) to provide Construction Administration and Inspection Services, and seek approval of the 2022-2023 On-Call General Civil Engineering Services Task Assignment 2022-12 with Parametrix Inc. (Attachment 4) to provide Engineer of Record Services. The following motions will appear on the Consent Agenda:

Suggested Motions

Motion 1: “I move to direct administration to bring forward a budget amendment to the 2023-2028 Capital Improvement Plan and the 2023 Capital Budget to include the amended 24th Ave S Improvements Project and the amended 24th Ave Pipeline Replacement Project as described herein, and include such amendment in the next available budget amendment ordinance.”

Motion 2: “I move to approve the Public Works Contract with SCI Infrastructure, LLC (Contractor), for the 24th Ave S Improvements Project in the amount of \$7,019,272.55, authorize a project construction contingency in the amount of \$702,000, and further authorize the City Manager to sign said Contract substantially in the form as submitted.”

Motion 3: “I move to approve the Consultant Services Contract with Exeltech Consulting for the 24th Ave S Improvements Project in the amount of \$773,819.36 for Construction Management and Inspection Services, and further authorize the City Manager to sign said Contract substantially in the form as submitted.”

Motion 4: “I move to approve the 2022-2023 On-Call General Civil Engineering Services Task Assignment 2022-12 with Parametrix, Inc. to provide Engineer of Record services for the 24th Ave S Improvements Project in the amount of \$65,889.91, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.”

Background

The 24th Ave S Improvements Project (Kent-Des Moines Rd. (SR 516) to S 223rd St) is identified in the adopted City of Des Moines Comprehensive Transportation Plan (CTP), Transportation Improvement Plan (TIP), and Capital Improvement Plan (CIP). This project also includes a supplementary capital improvement project, the 24th Ave S Pipeline Replacement Project, which is identified in the adopted 2021 Surface Water Comprehensive Plan (SWCP). This project is Segment 2 of the 24th Ave S Corridor Improvements, with future Segment 1 improvements designated between S 223rd St and S 216th St.

The project proposes to construct sidewalks, bike lanes, reduced travel lane widths for traffic calming, a two-way left turn lane, new storm drainage, and illumination. The project will improve non-motorized user safety by the construction of bike lanes and ADA sidewalks on both sides of the roadway and enhanced pedestrian crossings near Midway Elementary and Pacific Middle schools.

At the February 13th, 2020 City Council meeting, the City accepted a \$3,663,432 grant from the Washington State Transportation Improvement Board (TIB) to complete project design, right-of-way acquisition, and construction.

On December 15th, 2021, City staff held a virtual public open house to provide information and updates to the community. All properties along the proposed project were notified by mail of the public open house as well as notification via the City’s website. Staff has also regularly updated the project website to include current progress of the project.

At the February 11th, 2022 City Council meeting, the City approved an Agreement with Lumen to revise the project design of the storm drainage system in 24th Ave S, between S 224th St and S 223rd St, to accommodate existing CenturyLink utility duct banks. This work is included within the City’s Public Works Contract as a separate schedule of work to be reimbursed by Lumen.

At the May 11th, 2023 City Council meeting, the City approved an Interlocal Agreement with Highline Water District to incorporate the District’s water main replacement project into the City’s 24th Ave S Improvements Project. This work is included within the City’s Public Works Contract as a separate schedule of work to be reimbursed by Highline Water District.

Solicitation for Bids was published on June 14th, 2023, June 22nd, 2023, and June 26th, 2023, with a public Bid Opening on July 11th, 2023.

Upon review of the apparent low bid, Washington State TIB has graciously awarded the City with an additional \$549,515 of project funding, increasing the total TIB project award to \$4,212,947 (Attachment 5).

Discussion

Budget Amendment (Motion #1)

Over the past several years, COVID-19, supply chain shortage, labor shortage, along with high cost inflation have driven up construction costs. Impacts can be observed throughout the industry impacting materials, labor, and equipment which has resulted in cost escalation for Public Works projects.

The proposed CIP Project Worksheets (Attachment 1) for projects TRCIP0010 and SWCIP0002 illustrate full funding for the proposed improvements based on the Responsive Low Bid Proposal (Attachment 6) as well as construction contingency.

Construction Contract (Motion #2)

The 24th Ave S Improvements Project was advertised for bids in accordance with state law, WSDOT LAG Manual, and requirements for competitive bidding of public works contracts. Bids from ten contractors were received. Bids were publicly opened and read out loud on July 11th, 2023 by the City Clerk and are summarized below:

BID RESULTS

<u>Engineer’s Estimate (including tax)</u>	<u>\$7,827,559.64</u>
<u>Contractor Name</u>	<u>Bid Proposal</u>
SCI Infrastructure	\$7,019,272.55 (Responsive Low Bid)
Reed Trucking & Excavating	\$7,667,807.15
Active Construction	\$7,753,753.00
Rodarte Construction	\$8,021,495.48
Johansen Construction Co	\$8,213,792.87
Pivetta Brothers Construction	\$8,230,581.38
Northwest Cascade	\$8,632,582.70
Marshbank Construction	\$8,772,681.75
RW Scott Construction	\$8,732,146.96
Tucci & Sons	\$9,070,898.67

SCI Infrastructure, LLC is the Responsive Low Bidder at \$7,019,272.55. The bid proposals and contractor qualifications have been reviewed and staff finds that the low bid is responsive and recommends award of the contract to SCI Infrastructure, LLC. Lumen and Highline Water District have reviewed the Bid

Proposal for their schedules of work and have recommended, to the City, award of the contract to SCI Infrastructure, LLC.

Construction Administration and Inspection Services Task Assignment (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. In January of 2023, City staff prepared and advertised a Request for Proposal (RFP) for construction administration and inspection of the project. The City received six proposals from consulting firms that were reviewed and scored by a committee of City staff. Staff determined through this review process that Exeltech Consulting was best qualified to provide Construction Administration and Inspection Services and requested their services (Attachment 3).

The scope of work for Exeltech includes the following services: conducting a pre-construction conference involving key stakeholders; conduct weekly construction meetings; working with property owners and businesses to coordinate construction and minimize impacts; preparing daily diaries documenting issues and progress; reviewing construction schedule commitments; review and approval of proposed material submittals; responding to contractor requests for information to clarify construction requirements; preparing change orders and work instructions; engineer solutions to unforeseen problems; conduct material testing to meet specifications; performing daily inspections to ensure quality workmanship, managing various environmental compliance commitments, and delivery of all construction documentation to the City meeting applicable Washington State Department of Transportation (WSDOT) Local Agency Guidelines (LAG) requirements.

All construction support shall comply with the Washington State Department of Transportation (WSDOT) Local Agency Guidelines (LAG) for construction contract administration to maintain the City’s Certification Acceptance (CA) status.

The Federal Highway Administration (FHWA) through a Stewardship Agreement, delegates authority to the Washington State Department of Transportation (WSDOT) for approving project development and construction administration. WSDOT has the option of delegating some or all of this authority to qualified local agencies, state or federal agencies, or Tribal governments. This procedure permits an agency to retain more of the approval authority at the local level when developing FHWA assisted transportation projects. WSDOT delegates this authority through a Certification Acceptance (CA) program. The CA program allows a local agency to save time and money, since the agency has the authority to develop, advertise, award and manage its own projects.

The City’s past experience for construction services indicates that fees generally run between 10% and 15% of the estimated cost of road construction. Listed below for comparison are recent construction contracts and approximate fee ratios:

<u>Year</u>	<u>Project</u>	<u>Firm</u>	<u>Cost</u>	<u>CE Fee Ratio</u>
2014	S. 216 th St, Seg. 2	SCI, Inc	\$ 4,851,767	
		KPG	\$ 559,923	11.5%
2014	*Saltwater Bridge	RCW Northwest	\$ 2,734,787	
		Exeltech	\$ 459,970	16.8%
2015	*24 th Avenue S	DPK, Inc	\$ 5,234,007	
		KPG	\$ 796,332	15.2%
2016	*Redondo Boardwalk	Stellar J.	\$ 3,367,358	

2017	*S. 216 th St, Seg. 1-A	Exeltech	\$ 379,525	11.3%
		SCI, Inc	\$ 3,226,440	
		KPG	\$ 503,871	15.6%
2021	N. Bulkhead	Bergerson	\$ 9,493,860	
		Exeltech	\$ 965,000	10.2%
2023	24 th Ave S, Segment 2	SCI, LLC (Proposed)	\$ 7,019,272	
		Exeltech (Proposed)	\$ 773,819	11.0%

*Indicates a Federally Funded construction and/or involves WSDOT authorization. These projects includes significant utility work. Typically there is more project documentation and testing required by FHWA and WSDOT, therefore construction management costs are often higher as a percentage of the overall construction costs.

Exeltech Consulting has demonstrated satisfactory qualifications for Construction Administration and Inspection services on other City projects such as the Saltwater Bridge Seismic Retrofit, Redondo Boardwalk, and the North Marina Bulkhead and Restroom Replacement Projects.

Construction Engineering Task Assignment (Motion #4):

Engineering consultants are needed in order to supplement and expand the capability of City staff for Engineer of Record Services for the Project. These services are proposed to be provided by Parametrix Inc. (Attachment 4). Parametrix will be able to maintain valuable overall project history and consistency with the previous phases of work (Design and Right of Way). The scope of work for Parametrix includes the following services: design clarifications, schedule review, material submittal review, change order review, and response to information requests.

Alternatives

(Motion #1) - Not Pursue Budget Amendment – Defer Project

The City Council could elect to not act on the motion, thereby deferring the project and rejecting all Bid Proposals. This is not recommended given the strategic partnerships and associated \$4,212,947 in grant funding from the Washington State Transportation Improvement Board, extremely busy current bidding climate, and expected future cost inflation.

(Motion #2) - Reject All Bids

The City Council could direct staff to reject all Bid Proposals and re-submit for construction bids at a later time. However, there is no reason to believe project bids would be lower given the extremely busy bidding climate, construction material inflationary pressures, and national labor shortages across all sectors.

(Motion #3) - Not Approve Consultant Services Contract with Exeltech Consulting

The City Council could elect not to approve the Consultant Services Contract with Exeltech Consulting for Construction Administration and Inspection Services. The City does not have adequate resources to perform complete Construction Administration and Inspection in compliance with the general project requirements or the WSDOT LAG Manual. Council could direct staff re-advertise for proposals, but this will cause project delay and potential need to re-bid the project.

(Motion #4) - Not Approve On-Call Task Assignment with Parametrix

The City Council could elect not to approve the Task Assignment with Parametrix Inc. for Engineer of Record Services. The City does not have adequate resources to perform Engineer of Record Services in compliance with the general project requirements or the WSDOT LAG Manual. Council could direct staff to solicit for proposals, but this will cause project delay and potential need to re-bid the project.

Financial Impact

The City's amended CIP Budget Worksheets include revenues to accommodate full project funding for the Public Works Contract and Consultant Agreements for Construction Administration, Inspection, and Engineer of Record Services.

Recommendation

Staff recommends the adoption of the motion(s).

Council Committee Review

Not Applicable

Attachment #1

CITY OF DES MOINES
2023-2028 CAPITAL IMPROVEMENT PLAN
(Amount in Thousands)

24th Ave S. Improvements Project (Segment 2)

Project # TRCIP0010
Previous Project # 319.606

Summary Project Description:
Construct 3-lane roadway with bike lanes and sidewalks, two-way left-turn lane, illumination, storm drainage, and pedestrian cross-walks from S. 224th Street to Kent-Des Moines Road. This project will be completed in conjunction with SWM's 24th Ave. Pipeline Replacement project extension to South 227th Street.

CIP Category: Transportation - Capital Projects
Managing Department: Plan, Build & PW Admin

Justification/Benefits: Provides safer pedestrian and multi-modal mobility especially for school aged children. This project is adjacent to Midway Elementary and Pacific Middle School which has been identified as a top ranking priority project in the HEAL funded Safe Routes to School study/inventory.

PROJECT SCOPE				
Expenditures	Current Budget	Requested Change	Total Budget	
Design	539	169	708	
Land & Right of Way	220	260	480	
Construction	4,388	2,513	6,901	
Contingency	556	44	600	
Total Expenditures	5,703	2,986	8,689	

Project to Date 12/31/21	Scheduled Year 2022	ANNUAL ALLOCATION					
		Plan Year 2023	Plan Year 2024	Plan Year 2025	Plan Year 2026	Plan Year 2027	Plan Year 2028
449	137	122	-	-	-	-	-
-	72	408	-	-	-	-	-
1	-	4,600	2,300	-	-	-	-
-	-	450	150	-	-	-	-
480	209	5,580	2,450	-	-	-	-

Funding Sources	Current Budget	Requested Change	Total Budget
ASE (Automated Speed Enforcement) Transfer	254	-	254
Traffic Impact Fees - City Wide	881	-	881
TIB Grant	3,663	550	4,213
PSE ROW In-Lieu & Easement	200	36	236
Private Contribution - Lumen ILA	349	27	376
Highline Water District ILA	-	1,320	1,320
Arterial Pavement Fund	356	1,053	1,409
Total Funding	5,703	2,986	8,689
Funding Shortfall/Excess	-	-	-

Project to Date 12/31/21	Scheduled Year 2022	ANNUAL ALLOCATION					
		Plan Year 2023	Plan Year 2024	Plan Year 2025	Plan Year 2026	Plan Year 2027	Plan Year 2028
254	-	-	-	-	-	-	-
32	-	566	283	-	-	-	-
196	135	2,588	1,294	-	-	-	-
-	-	236	-	-	-	-	-
-	62	234	80	-	-	-	-
-	-	880	440	-	-	-	-
-	-	1,076	333	-	-	-	-
-	-	-	-	-	-	-	-
482	197	5,580	2,430	-	-	-	-

OPERATING IMPACT							
Operating Impact	2022	2023	2024	2025	2026	2027	2028
Revenue	-	-	-	-	-	-	-
Expenses	-	-	-	-	-	-	-
Net Impact	-	-	-	-	-	-	-

**CITY OF DES MOINES
2023-2028 CAPITAL IMPROVEMENT PLAN
(Amount in Thousands)**

24th Ave Pipeline Replacement/Upgrade	Project #	SWCIP0002
#REF!	Previous Project #	451.815

Summary Project Description:
Replacement of existing storm drainage system on 24th Avenue from S. 224th to S. 227th Street with approximately 1100 feet of 36-inch pipe and from S. 223rd to S. 224th with approximately 570 feet of 24-inch diameter pipe. This project will coincide with the 24th Avenue S. Improvement Project (Transportation).

CIP Category: Surface Water Management

Managing Department: Plan, Build & PW Admin

Justification/Benefits: During major storms the drainage system along the east side of 24th Avenue between S. 226th and S.227th overflows to the pipe system on the west side. These overflows bypass the trunk system which conveys flows to the City Park detention facility and flood properties south of 227th south of Pacific Middle School. This project is recommended in the 1992 Massey Creek Basin Plan and is identified as Projects No. 5 and 23 of the 2015 Surface Water Comprehensive Plan.

PROJECT SCOPE			
Expenditures	Current Budget	Requested Change	Total Budget
Design	213	(51)	162
Land & Right of Way	-	-	-
Construction	738	431	1,169
Contingency	212	(110)	102
Total Expenditures	1,163	270	1,433

ANNUAL ALLOCATION									
Project to Date 12/31/21	Scheduled Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025	Plan Year 2026	Plan Year 2027	Plan Year 2028		
122	40	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
2	-	873	294	-	-	-	-	-	-
-	-	77	25	-	-	-	-	-	-
124	40	950	319	-	-	-	-	-	-

Funding Sources	Current Budget	Requested Change	Total Budget
SWM Capital Fund Balance	1,163	270	1,433
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
Total Funding	1,163	270	1,433
Funding Shortfall/Excess	-	-	-

Project to Date 12/31/21	Scheduled Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025	Plan Year 2026	Plan Year 2027	Plan Year 2028
124	40	950	319	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
124	40	950	319	-	-	-	-

OPERATING IMPACT							
Operating Impact	2022	2023	2024	2025	2026	2027	2028
Revenue	-	-	-	-	-	-	-
Expenses	-	-	-	-	-	-	-
Net Impact	-	-	-	-	-	-	-

ANNUAL OPERATING IMPACT							
Operating Impact	2022	2023	2024	2025	2026	2027	2028
Revenue	-	-	-	-	-	-	-
Expenses	-	-	-	-	-	-	-
Net Impact	-	-	-	-	-	-	-



PUBLIC WORKS CONTRACT
between City of Des Moines and
SCI Infrastructure, LLC.

THIS CONTRACT is made and entered into by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and SCI Infrastructure, LLC. organized under the laws of the State of WA, located and doing business at 2821 S 154TH ST, SEATAC, WA 98188, Mark Scoccolo, 206-242-0633 (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, attached hereto and incorporated herein by reference.

Work to be performed under this contract is as follows:

This Project will widen and reconstruct 24th Avenue South from the intersection with Kent-Des Moines Road to the intersection with S 223rd Street. The project also includes storm sewer improvements in S 224th Street, installation of a new enclosed storm sewer system, replacement of the existing water main, pedestrian enhanced intersections and crossings and illumination.

Other work included in the contract:

- Removing approximately 12,600 square yards of asphalt concrete pavement
- Approximately 9,000 tons of crushed surfacing
- Approximately 4,800 tons of hot mix asphalt
- Approximately 4,900 square feet of structural earth wall
- Cement Conc. Pavement
- Approximately 4,500 linear feet of various types and diameters of storm sewer pipe
- Installation of an enhanced stormwater treatment vault and infiltration facility
- Connection of roof drains
- Approximately 2,100 square yards of cement concrete sidewalk and 428 square yards of thickened cement concrete sidewalk



- Approximately 500 linear feet of 8-inch diameter and 2,500 linear feet of 12-inch diameter ductile iron water main, 14 gate valves, 6 fire hydrant assemblies, 15 service connections and crushed surfacing backfill
- Property restoration
- Driveway reconstruction
- Approximately 5,279 linear feet of cement concrete traffic curb and gutter
- Modification to the traffic signal system at Kent-Des Moines Road
- Modifications to existing school zone speed enforcement system

and all other items of work needed to satisfactorily complete the scope of work described in Exhibit "A" (Contract Documents, Special provisions, and Appendices).

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.

Public Works

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 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 within **260 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 \$6,924,678.07, plus any applicable Washington State Sales Tax, for the work and services contemplated in this Contract per attached Exhibit "A". Total amount of contract, including applicable sales tax, not to exceed \$7,019,272.55. 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 **\$4,049.58** [*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.

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.

CONTRACTOR:	CITY OF DES MOINES:
--------------------	----------------------------

By: _____
(Signature)
 Print Name: _____
 Its: _____
(Title)
 DATE: _____

By: _____
(Signature)
 Print Name: Michael Matthias
 Its: City Manager
(Title)
 DATE: _____

Approved as to Form:

 City Attorney

DATE: _____

NOTICES TO BE SENT TO:

CONTRACTOR:

Mark Scoccolo
 SCI Infrastructure, LLC.
 2821 154TH ST
 SEATAC, WA, 98188
 (206) 242-0633 (telephone)

NOTICES TO BE SENT TO:

CITY OF DES MOINES:

Khai Le
 City of Des Moines
 21650 11th Avenue South
 Des Moines, WA 98198
 (206) 870-6537 (telephone)
kle@desmoineswa.gov (e-mail address)

At the direction of the Des Moines
 City Council taken at an open
 Public meeting on _____.



CONSULTANT SERVICES CONTRACT between the City of Des Moines and Exeltech Consulting, Inc.

THIS CONTRACT is made between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Exeltech Consulting, Inc. organized under the laws of the State of Washington, located and doing business at 8729 Commerce Place Drive NE, Suite A, Lacey, WA 98516 (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:

- "Scope of Work for Construction Management and Inspection Services - 24th Ave. S. Improvements - Segment 2 Project" attached hereto as Exhibit "A" is incorporated herein by reference

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 each task order described in Section I above immediately upon issuance of such task order. Upon the effective date of this Contract, Consultant shall complete the work described in Section I within the time specified in each task order and as specified in Exhibit "A".

III. COMPENSATION.

- A. The City shall pay the Consultant for this Agreement, based on time and materials, an amount not to exceed the maximum amount payable specified in the task order for the services described in the task order. This is the maximum amount to be paid under this Contract for the work described in the task order, 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. The maximum amount to be paid under this Contract shall not exceed Seven Hundred Seventy-Three Eight Hundred Nineteen and 36/100 (\$773,819.36) 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. The Consultant agrees that the amount budgeted for as set forth in Exhibit "A" for its services contracted under this Contract herein shall remain locked at the negotiated rate(s) for the duration of the Agreement.

CONSULTANT SERVICES CONTRACT
(Various)

- 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 require 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 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.

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

CONSULTANT SERVICES CONTRACT 2
(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

CONSULTANT SERVICES CONTRACT 3
(Various)

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. Consultant 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 resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The City's inspection or acceptance of any of Consultant'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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant'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

CONSULTANT SERVICES CONTRACT 4
(Various)

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.
4. Professional Liability insurance appropriate to the Consultant's profession.

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.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

CONSULTANT SERVICES CONTRACT 5
(Various)

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

CONSULTANT SERVICES CONTRACT 6
(Various)

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.


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

CONSULTANT SERVICES CONTRACT 7
(Various)

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.

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:	CITY OF DES MOINES:
By: <u></u> (signature)	By: _____ (signature)
Print Name: <u>Santosh J. Kuruvilla</u>	Print Name: _____
Its <u>PRESIDENT</u> (Title)	Its _____ (Title)
DATE: <u>6/21/2023</u>	DATE: _____
	Approved as to form: _____ City Attorney DATE: _____

NOTICES TO BE SENT TO:

CONSULTANT:

Santosh Kuruvilla, PE, SE, PMP
Exeltech Consulting, Inc.
8729 Commerce Place Dr. NE, Suite A
Lacey, WA 98516
360-713-1241 (telephone)

NOTICES TO BE SENT TO:

CITY OF DES MOINES:

Khai Le, PE
Civil Engineer II
City of Des Moines
21650 11th Avenue S.
Des Moines, WA 98198
206-321-6343 (telephone)

CONSULTANT SERVICES CONTRACT 9
(Various)

EXHIBIT A
Scope of Services
City of Des Moines
24th Avenue South Improvements Project (Segment 2)

June 2023

Prepared by:
Exeltech Consulting, Inc
8729 Commerce Pl Dr NE, Suite A
Lacey, WA 98516



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INTRODUCTION

Des Moines (hereinafter “City”) is the Contracting Agency for this Scope of Services. Exeltech Consulting, Inc (hereinafter “Consultant”) will work under the City’s Project Manager and will provide construction management and inspection services to support the City throughout the construction of the 24th Avenue South Improvements Project – Segment 2 (hereinafter “Project”). Services generally include project management, documentation control, inspection, materials testing and contract administration during the construction of the Project, as further detailed in this scope of services.

The Consultant’s Construction Management Team for this scope of work will consist of Exeltech’s Project Manager, Office Engineer, Field Inspector, and Documentation Control Administrator. Materials testing will be provided by MTC as a project expense.

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

PROJECT DESCRIPTION

The proposed improvements to the Des Moines 24th Avenue South Improvements Project (Segment 2) is located on 24th Avenue South, between Kent Des Moines Road South (SR516) and South 223rd Street. The project will construct the following:

- Complete roadway reconstruction
- Curb, gutter and sidewalk
- Bike Lanes
- Two-way Left Turn Lane
- Traffic Calming features
- Storm Drainage system
- Enhanced Pedestrian Crossings
- Illumination System
- Private property restoration and driveway connections
- Water main replacement (inspection to be provided by Highline Water District)

ASSUMPTIONS

1. The level of services is based on a Construction Contract is assumed to be 260 working days. The Consultant’s Construction Management Team will begin pre-construction activities approximately one (1) month prior to

construction and will continue to provide post-construction activities for approximately one (1) month after construction completion. The scope of services is therefore based on a duration of 260 working days during construction, plus pre & post construction tasks as defined in the scope.

2. Contractor's work is anticipated to take place during daylight hours on a single shift of 8 to 10 hours per day, 5 days per week.
3. Services will be performed in accordance with the WSDOT Local Agency Guidelines (LAG) and the WSDOT Construction Manual.
4. Project construction is assumed to be continuous and without a suspension or winter shutdown. However, high groundwater tables may impact utility construction during the winter months and the project may require a suspension during the wet season.
5. The Consultant's Construction Management Team is assumed to include the following labor resources (on average) during the duration of the construction contract:
 - One Project Manager, average 8 hrs per week during construction
 - One part time Sr. Field Inspector, average 16 hours per week
 - One full time Field Inspector, average 40 hours per week
 - One Office Engineer, average 16 hrs per week
 - Materials Testing Firm as required by ROM

Professional services will be limited to the assumed hours/costs established in Exhibit E-1, unless additional services are authorized by the City.

The project construction sequence is assumed to remain the same even if duration of activities change.

6. To streamline communication, project direction from the City will be channeled through Consultant's Construction Management Team, who will also serve as the primary point of communication with the Contractor.
7. Exeltech's Project Manager will report directly to, and communication flow will be directly to/from the City's Project Manager.
8. Project documentation will be maintained in the Consultant's web-based documentation software and filed in accordance with standard filing protocol. At the completion of the project, the original project documentation will be transferred to the City.
9. Hazardous materials and or archaeological discoveries/conditions are not known to be present at the project site, but will be properly dealt with if encountered.
10. The Construction Management Team will have direct access to

communicate with the EOR through the RFI process and will receive timely responses to requests.

11. The Consultant will lead the coordination between the Contractor's activities and the impacts to local residents and businesses.
12. Construction surveying will be done by the Contractor.
13. Observations/Inspections by the Construction Management Team will not in any way relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.

1. PROJECT MANAGEMENT

1.1 General Project Management

Throughout the duration of the project, the Project Manager's activities will include coordination and oversight of the Construction Management Team's operations, including inspection, office engineering, answering questions regarding contract administration, and offering advice to the City on construction issues.

The Consultant will work with the City to develop and monitor the scope, schedule, and budget for the construction management services on the project. Any issues or changes that arise will be proactively communicated and documented with the City's Project Manager.

The QA/QC Principal Engineer will periodically contact the City to conduct QA performance reviews of the Construction Management Team. If there are any concerns he will work with the team to resolve them.

Consultant Resources: QA/QC Principal Engineer, Project Manager

1.2 Monthly Invoices

The Consultant's monthly invoices for the services provided with this Agreement will document the efforts of the Construction Management Team.

Prior to the first billing, the Consultant will coordinate with the City on an acceptable format for the Consultant's monthly Invoices.

Consultant Resources: Project Manager, Administration

2. PRE-CONSTRUCTION ACTIVITIES

2.1 Construction Team Preparation

The Consultant will prepare a Construction Management Plan (CMP) that will outline delivery strategy for coordinating the anticipated activities. This document will be reviewed in detail with Des Moines at a meeting shortly after Notice to Proceed (NTP).

Consultant Resources: Project Manager, Office Engineer and Inspector

2.2 Pre-construction Conference

The Consultant will prepare for and conduct a Pre-construction Conference prior to the Contractor beginning work. The Consultant will develop an agenda, based on the City's template, and relevant project distribution information for the City's review and approval prior to the Conference. The Consultant will distribute notices of and facilitate the meeting, which will be held at the City's offices. The

Consultant will prepare and distribute meeting minutes within seven (7) days of the Conference to attendees and affected agencies, staff, etc.

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

Consultant Resources: Project Manager, Office Engineer, Inspector, EOR

2.3 Pre-construction Photographs

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

Consultant Resources: Inspector, Document Administrator

2.4 Project Management Review (PMR)

Exeltech will provide a Project Management Review under the same format as a provided in the Local Agencies Guidelines Manual - Chapter 53 – Our focus will be to assist the City in being fully prepared with required documentation review by HQ H&LP's. The areas for review will include, Design, P.E. Review, Contract Ad and Award, R/W Review, Consultant Agreement Review, DBE, SBE and Training Compliance, and Contract Administration Review.

Contract Administration Review will be ongoing and require monthly reviews to ensure compliance with the Local Agency Guidelines. Elements should be provided for with a single review and one or two coordination meetings with the owners of the involved support documentation. Any additional needed reviews or need for coordination will be brought to the attention of the City for additional direction.

Consultant Resources: Project Manager

3. CONTRACT ADMINISTRATION FOR CONSTRUCTION

3.1 Project Meetings

The Consultant will attend various project related meetings with the Contractor (including weekly project meetings at the project site). The Consultant will

prepare the agenda, keep meeting minutes, and the action item list for each of the weekly Project meetings. The Consultant may also be required to attend and participate in weekly safety tool box meetings as conducted by the Contractor. No minutes will be provided for safety meetings but will be noted in the inspector's daily report.

Consultant Resources: Project Manager, Field Inspector, Office Engineer

3.2 Project Communication

The City will carry the primary responsibility for public involvement/outreach. The Consultant will assist the City with responses to public inquiries about the project. The Consultant will develop and regularly maintain a communication log that documents project inquiries (by phone, e-mail, or in person) and their resolution. calls will be recorded in a phone memorandum. The Consultant will develop responses to inquiries within 24 hours and follow up as necessary.

The Consultant is the primary contact for any adjacent property owners and will remain in contact with them as necessary throughout the project.

Consultant Resources: Project Manager, Office Engineer

3.3 Submittal Management

Project submittals will be logged and tracked by the Consultant. The Consultant will coordinate and process the receipt, distribution, review and compilation of comments; and monitor and track the processing of RFI's, submittals, samples, shop drawings, steel reinforcing details, bar lists, mix designs, test reports, traffic control plans, change orders, payment requests, certified payrolls, and other submittals from the Contractor for compliance with the contract documents.

In cooperation with the City and the EOR, the Consultant will prepare a matrix that identifies key submittals that will be transmitted to the design engineer and/or the City for review and approval, and those that will be processed by the Consultant.

The Consultant will track and approve the processing of Request for Approval of Materials (RAM's) and review and distribute as necessary. Contractor submittals to City staff and/or EOR for will be submitted for approval, including proposed designs, construction methods and procedures for the various components of the structures, formwork and false work submittals, catalog cuts, and shop drawings for compliance with the Contract documents. The Consultant will seek technical expertise from the EOR when required for clarification or resolution of Contract drawings.

The Consultant will process the requests for sublet; and will review and approve the requests according to the specification 1-08.1.

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

Consultant Resources: Project Manager, Office Engineer,

3.4 Inspection Services

The Consultant will inspect on-site construction methods, products, materials, and activities for conformance with the project plans, specifications, Contract documents, submittals and applicable codes and design standards with the ROM. Any non-conformances, deviations, defects or deficiencies observed will be documented and communicated to the City.

The Inspector will be the City's representative to coordinate and facilitate the Contractor's work with Utilities, and the adjoining property owners on the project. Highline Water District will have an inspector onsite to inspect installation of the watermain replacement.

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

The Consultant will document observed non-conforming work, and as necessary in conjunction with the design team make recommendations to the City for corrective measures. In addition, the Construction Management Team will notify the Contractor immediately and proactively work with the Contractor to resolve such issues. Resolution of nonconforming issues/item, will be tracked to assure that corrective work is completed. As necessary, disputes will be elevated to the proper level.

The Consultant will prepare Inspector's Daily Reports (IDRs) by utilizing the WSDOT electronic Inspector's Daily Report forms 422-004 and 422-004A, documenting weather conditions, labor, equipment, and materials used, material and equipment deliveries to the site, phases of work being undertaken with start and stop times, work by bid item number, environmental permit compliance, Contractor contacts made, visitors to the site, quality of work, shortages, requests for change orders, engineer directives and/or clarifications, design issues, safety, traffic management, accidents, any notices received, interfaces with other agencies and government officials, identification of different site conditions and contaminated materials and the influence of external events such as weather and strikes which may affect the cost or completion schedule for the work. IDR's will be posted to e-Room by the end of the next day's shift.

The Consultant will provide daily reports on any Force Account items on the WSDOT 422-008 form, and document and calculate the amount to be paid for work performed on the force account.

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

The Consultant will provide a weekly statement of working days to the Contractor and a copy to the file.

The Consultant will provide pictorial documentation through weekly progress photos during the construction period. The construction photographs will be in digital format and cataloged by date. Construction photographs will be posted

to e-Room on a weekly basis. On a routine basis there will be progress photos taken in the same location and angle as the pre-construction photos.

Consultant Resources: Project Manager, Field Inspector, Office Engineer

3.5 Claims/Change Order Administration

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

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

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

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

The Consultant will coordinate emergency change order work as directed by the City.

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

Minor items of work, per the contract bid item, will be approved by the City's Project Manager before the Consultant directs the Contractor to proceed with the work.

Consultant Resources: Project Manager, Office Engineer, Field Inspector

3.6 Monthly Construction Contract Schedule Review

The Consultant will perform an initial detailed schedule review of the Contractor provided CPM for conformance with the contract documents and will discuss related schedule issues or concerns with the City.

On a monthly basis, the Consultant will review and respond to the Contractor's updated construction schedule and compare with field-observed progress.

The Consultant will monitor and regularly report to the City regarding schedule compliance. If issues arise, the Consultant will report to the City with suggested resolutions, and coordinate with Contractor in the development of recovery schedules, as needed, to address delays caused by either events or issues within the Contractor's control or other events or issues beyond the Contractor's control.

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

Consultant Resources: Project Manager, Office Engineer

3.7 Prepare Monthly Contractor Payments

The Consultant will track installed quantities and prepare a monthly pay estimate for the City to make payment to the Contractor based on measured quantities of work performed for each bid item. The Consultant will have the Contractor review the estimate and resolve any discrepancies prior to sending it the City for processing. As necessary, the Consultant will prepare correspondence explaining payment recommendations.

Consultant Resources: Project Manager, Office Engineer, Field Inspector

3.8 Document Reviews

The Consultant will conduct periodic internal quality documentation audits to monitor that documentation is complete and accurate. The audit will be conducted by an independent member of the Consultant's staff. The Consultant's project team will then respond to findings and recommendations from the audit.

Consultant Resources: Project Manager, Office Engineer, Principal Engineer (QA/QC)

3.9 Record Drawings

The Consultant will maintain a set of red line drawings on full size plan sheets that shows revisions to the plans that were constructed in the field. This will be provided to the City at the completion of the project.

Consultant Resources: Field Inspector

3.10 Materials Testing

The Consultant will coordinate and manage materials testing required on the Project. The Consultant will document and evaluate results of testing, and address deficiencies. The Consultant will use Materials Testing & Consulting (MTC) to perform necessary field and lab testing of granular materials, structural concrete, and other materials requiring testing, except Hot Mix Asphalt (HMA). HMA Compaction testing will be done by MTC and they will collect and deliver samples to WSDOT for materials testing. The City will

coordinate with WSDOT for this testing to be done by them. testing will be performed by the Consultant's sub consultant MTC for those items requiring physical acceptance testing in accordance with the project plans and specifications. Testing will be done according to the Local Agency Guidelines (LAG) and the WSDOT Construction Manual (as modified by the LAG manual). Specifically, this includes Table 9-3.7 of the WSDOT CN Manual as modified by Section 52.3 Quality Control of the LAG. Testing has been based on the hours and tests included in Exhibit G-1.

Consultant Resources: MTC, Field Inspector

3.11 Project Closeout

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

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

The Consultant will prepare and/or finalize necessary reports and documentation for the Project, including the final pay estimate, comparison of preliminary and final quantities, record of material samples and tests, material certifications, affidavit of wages paid, and affidavit of amount paid to DBE participants.

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

Consultant Resources: Project Manager, Office Engineer, Field Inspector,

3.12 Post-construction Photographs

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

Consultant Resources: Field Inspector

Deliverables

The following is a summary of the deliverables contained within this scope of services, which will be delivered digitally:

1. Monthly Invoices and Progress Reports
2. PMR Review Report
3. Pre-construction Conference agenda and materials
4. Pre-construction Conference meeting minutes
5. Pre-construction Photographs
6. Construction Management Plan w/ Risk Registry
7. Communications Log
8. Submittal Log
9. Inspector Daily Reports w/ Construction Photographs
10. Meeting agenda's and minutes for Project meetings
11. Change Order Log
12. RFI Log
13. Issues Log
14. Monthly Contractor pay estimate
15. Certificate of Substantial Completion with punch list
16. Physical completion letter and recommendation of final acceptance letter
17. Post-construction Photographs
18. Construction Record Drawings
19. Project records at the completion of the contract

Exhibit A-1 Hours Sheet

Task	Project Manager	Sr. Field Inspector	Field Inspector	Office Engineer	Administrator	Total Esteltech Hours
1. Project Management						
1.1 General Project Management	32					32
1.2 Monthly Invoices	16				32	48
2. Preconstruction Activities						
2.1 Construction Team Preparation	24		8	24		56
2.2 Preconstruction Conference	4	2	2	2		10
2.3 Preconstruction Photographs			4			4
2.4 Project Management Review	8					8
3. Contract Administration for Construction						
3.1 Project Meetings	120			120		240
3.2 Project Communication	52			24		76
3.3 Submittal Management	100			416		516
3.4 Inspection Services		832	2,080			2,912
3.5 Claims/Charge Order Administration	40			40		80
3.6 Monthly Construction Contract Schedule Review	24			24		48
3.7 Prepare Monthly Contractor Payments	24			96		120
3.8 Document Reviews	16			8		24
3.9 Record Drawings			52			52
3.10 Materials Testing	16			24		40
3.11 Project Closeout	80		40	80		200
3.12 Post Construction Photography			4			4
GRAND TOTAL	556	834	2,190	858	32	4,470

6/14/2023

Exhibit A-2 Fee Determination - Summary Sheet

Project Name: 24th Avenue South Improvements Project (Segment 2) Start Date
 Client Name: City of Des Moines
 Task Description: Construction Management Services End Date
 Consultant Fee Determination: Exeltech Project # 23xx

Classification	Man Hours	Hourly Rate	Dollars
Project Manager	556	\$218.25	\$121,347.00
Sr. Field Inspector	834	\$181.87	\$151,679.58
Field Inspector	2190	\$142.40	\$311,856.00
Office Engineer	858	\$133.00	\$114,114.00
Administrator	32	\$92.04	\$2,945.28
Total Hours	4,470		
Total DSC			\$701,941.86

Overhead (OH Cost - Including Salary Additives)
 OH Rate x DSC 154.80% x = N/A
 Included in Hourly Rate

Fixed Fee (FF)
 FF Rate x DSC 30.00% x = N/A
 Included in Hourly Rate

Reimbursables

Itemized	Quantity	Units	Rate
MTC	1	@	\$15,000.00
Mileage	10,500	Est @	\$0.655
Reimbursables Total			\$21,877.50

Management Reserve Fund
Grand Total **\$50,000.00**
\$773,819.36



FORMAL TASK ASSIGNMENT DOCUMENT

Task Number TA 2022-13

The general provisions and clauses of Agreement Consultant Services Contract between the City of Des Moines and Parametrix, Inc. for 2022-2023 On-Call General Civil Engineering Svcs.

Shall be in full force and effect for this Task Assignment.

Location of Project: 24th Avenue South, Des Moines, WA 98198

Project Title: 24th Avenue South Segment 2 Roadway Improvements – Construction Engineering Services

Maximum Amount Payable Per Task Assignment: \$65,889.91

Completion Date: July 31, 2024

Description of Work: See attached Scope of Work and Budget Estimate.

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Attachment Dated: _____

Consultant Signature: *John K. Ainsworth* Date: July 25, 2023

Agency Approving Authority: _____ Date: _____

SCOPE OF WORK

City of Des Moines TA 2022-13 - 24th Avenue South Segment 2 Roadway Improvements Construction Engineering Services

The City of Des Moines (City) has requested that Parametrix provide construction engineering support services for construction of the 24th Avenue South Segment 2 Roadway Improvements project.

A detailed scope for the Contract follows:

GENERAL ASSUMPTIONS

- It is anticipated that the City will review and execute the insurance, bonds, and the contract for construction. The City agrees to include in all construction contracts any provisions providing Contractor indemnification of City for Contractor's negligence as equal indemnification of Parametrix and Parametrix personnel.
- It is anticipated that all Community Outreach, if required, will be completed by the City.
- Engineers from Parametrix will be available to answer questions during construction and review Responsibility Assignment Matrices (RAMs), review submittals and shop drawings, and answer Requests for Information (RFIs).
- Services will be performed in accordance with the contract for construction and City of Des Moines standards.
- All deliverables will be in electronic format unless specifically stated otherwise in this scope of work.
- Services under this contract will vary based on the need and nature of the request from the City. As such, this scope of work includes the types of services that may be provided by Parametrix during construction and the estimated fee includes a reasonable estimate of hours that will be available to provide such services. Actual hours and the work performed will be as assigned by the City and will be billed on a monthly basis for the work performed.

The objective and purpose of this Construction Management Services Agreement is for Parametrix to assist the City in successfully completing the construction of the proposed improvements.

TASK 01 – CONSTRUCTION ENGINEERING SERVICES

Subtask 0101 – Preconstruction Conference and Construction Engineering Services

Preconstruction Conference

Parametrix staff (up to 2 staff members) will attend a preconstruction conference with the Contractor, City staff, and the City's construction management consultant prior to the Contractor beginning work. At the preconstruction conference, Parametrix will participate in discussions with the Contractor concerning the plans; specifications; schedules; issues with utilities; unusual conditions; federal, state, and local requirements; and any other items that will result in better project understanding among the parties involved.

SCOPE OF WORK (continued)

Construction Engineering Services

Following the preconstruction conference, other construction engineering services will be provided. Specific activities are undefined but will be completed up to the specified budget amount and may include the following:

- Periodically attend weekly construction meetings.
- Periodically visit the project site.
- Responses to RFIs and submittals.
- Review project schedule and milestones.
- Materials submittal reviews.
- Design clarifications, modifications, and/or adjustments.
- Shop drawing reviews.
- Support, evaluate, and/or review field directives.
- Support, evaluate, and/or review change orders.
- Review monthly progress payments to the Contractor.

Assumptions

- The presence or duties of Parametrix's personnel at a construction site, whether as on-site representatives or otherwise, do not make Parametrix or Parametrix's personnel in any way responsible for those duties that belong to the City and/or the Contractors or other entities, and do not relieve the Contractors or any other entities of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
- As the Engineer of Record, Parametrix will review monthly progress payments to the Contractor, provided that, suitable documentation is provided to support the measurement and payment of the work included in the progress payment. Suitable documentation includes daily observation reports, field note records, weekly meeting notes, project photographs, and verbal communication between our Engineer, the Contractor, City staff, and the City's representative(s). Under certain circumstances, it may be necessary for the Engineer to visit the project site to visually inspect completed work.
- The City shall require Contractor(s) to name City and Parametrix as additional insureds on the Contractor's general liability insurance policy.

Subtask 0102 – Continued ROW Acquisition Services

Parametrix shall provide continued ROW acquisition services with the support of its subconsultant Universal Field Services, as needed.

Deliverables

- Plan revisions, correspondence, and coordination with the City.
- Revisions to the Contract Plans, Specifications, and Opinion of Cost.

SCOPE OF WORK (continued)

Subtask 0103 – Task Administration

Parametrix will provide the tools for continuous tracking of the project schedule and budget, and status of deliverables to ensure that the project is executed as expected by the City.

Assumptions

- A 12-month project schedule is assumed.

Deliverables

- Routine correspondence to document project management issues.
- Monthly progress reports and invoices.

END OF SCOPE OF SERVICES

Client: City of Des Moines
 Project: TA2022-13 24th Avenue South Construction Engineering Services

**TA2022-13 24th Avenue South
 Construction Engineering Services
 Budget Estimate**

Vice President	Austin Fisher	Designer IV	John M. Betzvog	Sr Engineer	Marc E. Kendall	Survey Supervisor	Justin S. Emery	Surveyor III	Joshua M. Kelly	Construction Manager I	Tammy Seymour	Sr Project Control Specialist	Christy Pope	Sr Project Accountant	Kassie N. Winters
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Task	SubTask	Description	Labor Dollars	Labor Hrs											
01		Construction Engineering Services													
	0101	Preconstruction Conference & Construction Engineering	\$34,475.82	170	36	80	10	8	20	16					
	0102	Continued ROW Acquisition Services	\$6,375.22	34	4	30									
	0103	Task Administration	\$10,495.87	51	16							21		14	

Labor Totals:	\$51,346.91	255	56	110	10	8	20	16	21	14
Totals:	\$51,346.91		\$19,890.08	\$18,166.50	\$2,083.90	\$1,487.92	\$2,341.20	\$2,564.32	\$3,159.87	\$1,653.12

Subconsultants

Universal Field Services Inc	\$11,678.00
Subconsultants Total:	\$11,678.00

Other Direct Expenses

Other Direct Costs	\$2,865.00
Other Direct Expenses Total:	\$2,865.00

Project Total **\$65,889.91**



Washington State Transportation Improvement Board

TIB Members

Chair
Mayor Glenn Johnson
City of Pullman

Vice Chair
Councilmember Sam Low
Snohomish County

Amy Asher
Mason Transit Authority

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WSDOT

Elizabeth Chamberlain
City of Walla Walla

Dongho Chang, PE
WSDOT

Scott Chesney
Spokane County

Vicky Clarke
Cascade Bicycle Club and Washington
Bikes

Mike Dahlem, PE
City of Sumner

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City of Fife

Maria Thomas
Office of Financial Management

Jennifer Walker
Thurston County

Jane Wall
County Road Administration Board

July 20, 2023

Mr. Andrew Merges, P.E.
Public Works Director
City of Des Moines
21650 11th Avenue South
Des Moines, WA 98198-6317

Dear Mr. Merges:

Based on your Updated Cost Estimate for the 24th Avenue S project, TIB # 8-1-110(009)-1, your authorized TIB funds are \$4,212,947, which reflects an increase of \$549,515.

You may now award the construction contract.

We would be happy to assist you with any questions. You can contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or via e-mail at GregA@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

cc: Paula Henderson

Ashley Probart
Executive Director

P.O. Box 40901
Olvmoia, WA 98504-0901

Investing in your local community

BIDDER CHECKLIST

The Bidder's attention is 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.

All items in the Bid Proposal must be completed, or the bid shall be considered nonresponsive. Basis for award shall be the lowest total Bid included in the Proposal.

The Owner will correct obvious mathematical errors in bid 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

(e) Statement of Bidder's Qualifications

(f) Statement of Bidder Responsibility Criteria

(g) Statement of Proposed Subcontractors and Material Suppliers

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

(h) Local Agency Subcontractor List

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BID PROPOSAL FORM

24th Avenue South Improvements Project – Segment 2

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 they have read and thoroughly understand the Plans, Specifications and other Contract Documents pertaining to this Contract, that they are fully aware of the construction problems and costs involved, and propose to perform all work for the following stated prices.

The undersigned bidder hereby agrees to start construction within ten (10) days after the issue of the Notice to Proceed, and to complete the contract within 260 working days thereafter. This period shall be known as the "Contract Time" for the purposes of the project.

The Owner reserves the right to delete all or any portion of the work as outlined in the Bidding Documents.

The Bid for this project is based solely on the Total Bid, and the selection of apparent low bidder will be based on the Total Bid shown on the Schedule of Prices. After the award, the Contracting Agency has the option of deleting work associated with one or more of the bid items as shown in this Proposal. The deletion of this work will be documented by change order. The change order will not be subject to protest or negotiation. Should the Contracting Agency exercise the option to delete the work in one or more of the bid items listed here and shown in this Proposal, then Section 1-04.6 of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, as may be modified by the Special Provisions, will not apply to the items that are deleted or that remain.

All schedules on the Bid Proposal must be completed, or the bid shall be considered non-responsive. Basis for award shall be the lowest total Bid for all work included in the Proposal.

The City reserves the right to not award the project.

The Owner will correct obvious mathematical errors in bid proposals.

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

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

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BID SCHEDULE

24TH AVENUE SOUTH IMPROVEMENTS PROJECT – SEGMENT 2

SCHEDULE A – ROADWAY IMPROVEMENTS						
Item No.	Spec Section	Item Description	Unit	Estimated Quantity	Unit Price*	Total Price
A1	1-04	Minor Change	FA	1	\$ 50,000	\$ 50,000
A2	1-05	Record Drawings (Min. Bid \$1,500)	LS	1	\$ 2,500. ⁰⁰	\$ 2,500. ⁰⁰
A3	1-05	Roadway Surveying	LS	1	\$ 58,600. ⁰⁰	\$ 58,600. ⁰⁰
A4	1-05	ADA Features Survey	LS	1	\$ 8,000. ⁰⁰	\$ 8,000. ⁰⁰
A5	1-07	SPCC Plan	LS	1	\$ 800. ⁰⁰	\$ 800. ⁰⁰
A6	1-07	Relocate Conex	LS	1	\$ 1,120. ⁰⁰	\$ 1,120. ⁰⁰
A7	1-09	Mobilization	LS	1	\$ 294,750. ⁰⁰	\$ 294,750. ⁰⁰
A8	1-10	Project Temporary Traffic Control	LS	1	\$ 586,000. ⁰⁰	\$ 586,000. ⁰⁰
A9	2-01	Clearing and Grubbing	ACRE	1.2	\$ 55,500. ⁰⁰	\$ 66,600. ⁰⁰
A10	2-01	Roadside Cleanup	FA	1	\$ 5,000	\$ 5,000
A11	2-02	Removal of Structures and Obstructions	LS	1	\$ 23,560. ⁰⁰	\$ 23,560. ⁰⁰
A12	2-02	Pothole Existing Utility	Each	50	\$ 425. ⁰⁰	\$ 21,250. ⁰⁰
A13	2-02	Removing Drainage Structure	Each	37	\$ 695. ⁰⁰	\$ 25,715. ⁰⁰
A14	2-02	Removing Storm Pipe	LF	3,650	\$ 11.35	\$ 41,427.50
A15	2-02	Removing Cement Conc. Curb and Gutter	LF	2,365	\$ 9.50	\$ 22,467.50
A16	2-03	Removing Curb	LF	395	\$ 10.50	\$ 4,147.50
A17	2-02	Removing Cement Conc. Sidewalk	SY	1,580	\$ 10.50	\$ 16,590. ⁰⁰
A18	2-03	Removing Cement Concrete	SY	460	\$ 11.75	\$ 5,405. ⁰⁰
A19	2-02	Removing Asphalt Conc. Pavement	SY	12,610	\$ 4.60	\$ 58,006. ⁰⁰
A20	2-03	Roadway Excavation Incl. Haul	CY	6,825	\$ 24.70	\$ 168,577.50
A21	2-03	Gravel Borrow Incl. Haul	Ton	750	\$ 27.50	\$ 20,625. ⁰⁰
A22	2-09	Shoring or Extra Excavation Class B	LS	1	\$ 16,900. ⁰⁰	\$ 16,900. ⁰⁰
A23	2-09	Dewatering	LS	1	\$ 34,115. ⁰⁰	\$ 34,115. ⁰⁰
A24	2-09	Resolution of Utility Conflicts	FA	1	\$ 50,000	\$ 50,000
A25	4-04	Crushed Surfacing Top Course	Ton	1,650	\$ 66.00	\$ 108,900. ⁰⁰
A26	4-05	Crushed Surfacing Base Course	Ton	6,850	\$ 31.00	\$ 212,350. ⁰⁰
A27	5-04	HMA CL 1/2 In. PG 58-22	Ton	5,200	\$ 115. ⁰⁰	\$ 598,000. ⁰⁰
A28	5-04	Planing Bituminous Pavement	SY	356	\$ 4.80	\$ 1,708.80
A29	5-05	Cement Conc. Pavement	CY	171	\$ 597. ⁰⁰	\$ 102,087. ⁰⁰
A30	5-05	Cement Conc. Pad for Bus Shelter	SY	50	\$ 274. ⁰⁰	\$ 13,700. ⁰⁰
A31	6-13	Structural Earth Wall	SF	4,325	\$ 70. ⁰⁰	\$ 302,750. ⁰⁰
A32	6-13	Structural Earth Wall A	SF	772	\$ 80.00	\$ 61,760. ⁰⁰

SCHEDULE A – ROADWAY IMPROVEMENTS

Item No.	Spec Section	Item Description	Unit	Estimated Quantity	Unit Price	Total Price
A33	7-01	PVC SDR 35 Drain Pipe 8 In. Diam Incl. Trench	LF	10	\$ 195. ⁰⁰	\$ 1,950. ⁰⁰
A34	7-01	PVC SDR 35 Drain Pipe 12 In. Diam Incl. Trench	LF	8	\$ 190. ⁰⁰	\$ 1,520. ⁰⁰
A35	7-04	Corrugated Polyethylene Storm Sewer Pipe 12 In. Diam Incl. Trench	LF	1,924	\$ 86.75	\$ 166,907. ⁰⁰
A36	7-04	Corrugated Polyethylene Storm Sewer Pipe 24 In. Diam Incl. Trench	LF	126	\$ 136. ⁰⁰	\$ 17,136. ⁰⁰
A37	7-04	Corrugated Polyethylene Storm Sewer Pipe 30 In. Diam Incl. Trench	LF	1,150	\$ 185. ⁰⁰	\$ 212,750. ⁰⁰
A38	7-04	Ductile Iron Storm Sewer Pipe 12 In. Diam. Incl. Trench	LF	343	\$ 182. ⁰⁰	\$ 62,426. ⁰⁰
A39	7-04	Ductile Iron Storm Sewer Pipe 6 In. Diam. Incl. Trench	LF	68	\$ 197. ⁰⁰	\$ 13,396. ⁰⁰
A40	7-04	Ductile Iron Storm Sewer Pipe 4 In. Diam. Incl. Trench	LF	22	\$ 235. ⁰⁰	\$ 5,170. ⁰⁰
A41	7-05	Connection to Drainage Pipe	Each	3	\$ 1,450. ⁰⁰	\$ 4,350. ⁰⁰
A42	7-05	Catch Basin Type 1	Each	29	\$ 1,625. ⁰⁰	\$ 47,125. ⁰⁰
A43	7-05	Catch Basin Type 1L	Each	3	\$ 2,396. ⁰⁰	\$ 7,188. ⁰⁰
A44	7-05	Catch Basin Type 2 48 In. Diam	Each	8	\$ 3,300. ⁰⁰	\$ 26,400. ⁰⁰
A45	7-06	Catch Basin Type 2 54 In. Diam	Each	10	\$ 7,600. ⁰⁰	\$ 76,000. ⁰⁰
A46	7-05	Catch Basin Type 2 96 In. Diam	Each	1	\$ 21,100. ⁰⁰	\$ 21,100. ⁰⁰
A47	7-05	Enhanced Treatment Vault	LS	1	\$ 52,850. ⁰⁰	\$ 52,850. ⁰⁰
A48	7-05	Infiltration Facility	LS	1	\$ 90,000. ⁰⁰	\$ 90,000. ⁰⁰
A49	7-05	Adjust Catch Basin	Each	5	\$ 650. ⁰⁰	\$ 3,250. ⁰⁰
A50	7-05	Debris Cage	Each	2	\$ 2,800. ⁰⁰	\$ 5,600. ⁰⁰
A51	7-05	Roof Drain Connection	Each	5	\$ 700. ⁰⁰	\$ 3,500. ⁰⁰
A52	7-08	Connection to Drainage Structure	Each	3	\$ 795. ⁰⁰	\$ 2,385. ⁰⁰
A53	7-08	Removal and Replacement of Unsuitable Material	CY	350	\$ 95. ⁰⁰	\$ 33,250. ⁰⁰
A54	8-01	Erosion Control and Water Pollution Prevention	LS	1	\$ 11,500. ⁰⁰	\$ 11,500. ⁰⁰
A55	8-02	Top Soil Type A	CY	700	\$ 61.50	\$ 43,050. ⁰⁰
A56	8-02	Seeding, Fertilizing, and Mulching	SY	1,500	\$ 3.05	\$ 4,575. ⁰⁰
A57	8-02	Sod Installation	SY	3,500	\$ 13.50	\$ 47,250. ⁰⁰
A58	8-04	Cement Conc. Traffic Curb and Gutter	LF	5,084	\$ 26. ⁰⁰	\$ 132,184. ⁰⁰
A59	8-04	Cement Conc. Traffic Curb	LF	388	\$ 42. ⁰⁰	\$ 16,296. ⁰⁰
A60	8-04	Dual-Faced Cement Conc. Traffic Curb	LF	73	\$ 60. ⁰⁰	\$ 4,380. ⁰⁰
A61	8-05	Conc. Stairs	LS	1	\$ 11,000. ⁰⁰	\$ 11,000. ⁰⁰
A62	8-06	Cement Conc. Driveway Entrance Type 1	SY	752	\$ 79. ⁰⁰	\$ 59,408. ⁰⁰

SCHEDULE A – ROADWAY IMPROVEMENTS

Item No.	Spec Section	Item Description	Unit	Estimated Quantity	Unit Price	Total Price
A63	8-06	Concrete Pavement for Driveways	SY	390	\$ 71.00	\$ 27,690.00
A64	8-09	Raised Pavement Markers	Per 100	23	\$ 566.00	\$ 13,018.00
A65	8-12	Chain Link Fence Type 4	LF	525	\$ 27.00	\$ 14,175.00
A66	8-12	Double 14 Ft. Chain Link Gate	Each	2	\$ 3,200.00	\$ 6,400.00
A67	8-12	Single 6 Ft. Chain Link Gate	Each	2	\$ 1,450.00	\$ 2,900.00
A68	8-12	Vinyl Coated Chain Link Fence	LF	932	\$ 79.00	\$ 73,628.00
A69	8-13	Adjust Monument Case and Cover	Each	3	\$ 850.00	\$ 2,550.00
A70	8-14	Cement Conc. Sidewalk	SY	2,161	\$ 46.00	\$ 99,406.00
A71	8-14	Thickened Cement Conc. Sidewalk	SY	428	\$ 180.00	\$ 77,040.00
A72	8-14	Cement Conc. Sidewalk Ramp Type Parallel A	Each	13	\$ 1,985.00	\$ 25,805.00
A73	8-14	Cement Conc. Sidewalk Ramp Type Parallel B	Each	1	\$ 2,300.00	\$ 2,300.00
A74	8-14	Cement Conc. Sidewalk Ramp Type Perpendicular A	Each	2	\$ 2,300.00	\$ 4,600.00
A75	8-18	Mailbox Support Type 2	Each	5	\$ 2,500.00	\$ 12,500.00
A76	8-18	Relocate Mailbox	Each	14	\$ 1,000.00	\$ 14,000.00
A77	8-20	Illumination System, Complete	LS	1	\$ 544,000.00	\$ 544,000.00
A78	8-20	ITS System, Complete	LS	1	\$ 40,000.00	\$ 40,000.00
A79	8-20	Traffic Signal System Modified	LS	1	\$ 58,000.00	\$ 58,000.00
A80	8-20	Overhead Crossing Structures with Signs	LS	1	\$ 94,000.00	\$ 94,000.00
A81	8-20	Camera System Modified	LS	1	\$ 39,000.00	\$ 39,000.00
A82	8-21	Permanent Signing	LS	1	\$ 18,000.00	\$ 18,000.00
A83	8-21	Project Information Sign	LS	1	\$ 3500.00	\$ 3500.00
A84	8-22	Plastic Stop Line	LF	111	\$ 20.50	\$ 2,275.50
A85	8-22	Plastic Crosswalk Line	SF	1,386	\$ 16.50	\$ 22,869.00
A86	8-22	Painted Crosswalk Line	SF	90	\$ 10.30	\$ 927.00
A87	8-22	Paint Line	LF	4,601	\$ 0.77	\$ 3,542.77
A88	8-22	Plastic Bicycle Lane Symbol	Each	22	\$ 360.00	\$ 7,920.00
A89	8-22	Plastic Marking	Each	4	\$ 490.00	\$ 1,960.00
A90	8-22	Plastic Traffic Arrow	Each	18	\$ 300.00	\$ 5,400.00
A91	8-22	Painted Traffic Arrow	Each	10	\$ 77.00	\$ 770.00
A92	8-22	Plastic Traffic Letters	Each	8	\$ 205.00	\$ 1,640.00
A93	8-33	Bollard Type 1	Each	14	\$ 1,150.00	\$ 16,100.00
Schedule A Total:					\$	5,393,224.07

SCHEDULE B – 224TH IMPROVEMENTS						
Item No.	Spec Section	Item Description	Unit	Estimated Quantity	Unit Price*	Total Price
B1	1-04	Minor Change	FA	1	\$ 5,000	\$ 5,000
B2	1-05	Record Drawings (Min. Bid \$500)	LS	1	\$ 2,000. ⁰⁰	\$ 2,000. ⁰⁰
B3	1-05	Roadway Surveying	LS	1	\$ 1,900. ⁰⁰	\$ 1,900. ⁰⁰
B4	1-07	SPCC Plan	LS	1	\$ 800. ⁰⁰	\$ 800. ⁰⁰
B5	1-09	Mobilization	LS	1	\$ 26,000. ⁰⁰	\$ 26,000. ⁰⁰
B6	1-10	Project Temporary Traffic Control	LS	1	\$ 160,000. ⁰⁰	\$ 160,000. ⁰⁰
B7	2-01	Clearing and Grubbing	ACRE	0.10	\$ 37,000. ⁰⁰	\$ 3,700. ⁰⁰
B8	2-01	Roadside Cleanup	FA	1	\$ 1,000	\$ 1,000
B9	2-02	Removal of Structures and Obstructions	LS	1	\$ 24,000. ⁰⁰	\$ 24,000. ⁰⁰
B10	2-02	Pothole Existing Utility	Each	5	\$ 420. ⁰⁰	\$ 2,100. ⁰⁰
B11	2-02	Removing Drainage Structure	Each	2	\$ 775. ⁰⁰	\$ 1,550. ⁰⁰
B12	2-02	Removing Storm Pipe	LF	15	\$ 775. ⁰⁰	\$ 11,625. ⁰⁰
B13	2-02	Removing Cement Conc. Curb and Gutter	LF	24	\$ 31. ⁰⁰	\$ 744. ⁰⁰
B14	2-02	Removing Cement Conc. Sidewalk	SY	14	\$ 41. ⁰⁰	\$ 574. ⁰⁰
B15	2-02	Removing Asphalt Conc. Pavement	SY	10	\$ 39. ⁰⁰	\$ 390. ⁰⁰
B16	2-03	Roadway Excavation Incl. Haul	CY	5	\$ 30. ⁰⁰	\$ 150. ⁰⁰
B17	2-03	Gravel Borrow Incl. Haul	Ton	3	\$ 76. ⁰⁰	\$ 228. ⁰⁰
B18	2-09	Resolution of Utility Conflicts	FA	1	\$ 5,000	\$ 5,000
B19	2-09	Shoring or Extra Excavation Class B	LS	1	\$ 3,500. ⁰⁰	\$ 3,500. ⁰⁰
B20	4-04	Crushed Surfacing Top Course	Ton	7	\$ 75. ⁰⁰	\$ 525. ⁰⁰
B21	4-05	Crushed Surfacing Base Course	Ton	5	\$ 96. ⁰⁰	\$ 480. ⁰⁰
B22	5-04	HMA CL 1/2 In. PG 58H-22	Ton	59	\$ 115. ⁰⁰	\$ 6,785. ⁰⁰
B23	5-04	Planing Bituminous Pavement	SY	320	\$ 4.80	\$ 1,536. ⁰⁰
B24	7-04	Corrugated Polyethylene Storm Sewer Pipe 12 In. Diam Incl. Trench	LF	290	\$ 82. ⁰⁰	\$ 23,780. ⁰⁰
B25	7-05	Connection to Drainage Structure	Each	1	\$ 625. ⁰⁰	\$ 625. ⁰⁰
B26	7-05	Catch Basin Type 1	Each	1	\$ 2,150. ⁰⁰	\$ 2,150. ⁰⁰
B27	7-05	Catch Basin Type 2 48 In. Diam	Each	2	\$ 4,700. ⁰⁰	\$ 9,400. ⁰⁰
B28	7-05	Adjust Catch Basin	Each	1	\$ 650. ⁰⁰	\$ 650. ⁰⁰
B29	7-08	Removal and Replacement of Unsuitable Material	CY	100	\$ 86. ⁰⁰	\$ 8,600. ⁰⁰
B30	8-01	Erosion Control and Water Pollution Prevention	LS	1	\$ 2,475. ⁰⁰	\$ 2,475. ⁰⁰
B31	8-02	Top Soil Type A	CY	5	\$ 61.50	\$ 307.50
B32	8-02	Seeding, Fertilizing, and Mulching	SY	30	\$ 3.05	\$ 91.50

SCHEDULE B – 224TH IMPROVEMENTS						
Item No.	Spec Section	Item Description	Unit	Estimated Quantity	Unit Price*	Total Price
B33	8-04	Cement Conc. Traffic Curb and Gutter	LF	24	\$ 44.00	\$ 1,056.00
B34	8-09	Raised Pavement Markers	Per 100	3	\$ 566.00	\$ 1,698.00
B35	8-13	Adjust Monument Case and Cover	Each	1	\$ 825.00	\$ 825.00
B36	8-14	Cement Conc. Sidewalk	SY	14	\$ 41.00	\$ 574.00
B37	8-21	Permanent Signing	LS	1	\$ 1,280.00	\$ 1,280.00
B38	8-22	Paint Line	LF	226	\$ 1.00	\$ 226.00
Schedule B Total:					\$	313,325.00

SCHEDULE C – WATER UTILITY IMPROVEMENTS						
Item No.	Spec Section	Item Description	Unit	Estimated Quantity	Unit Price*	Total Price
C1	1-10	Mobilization (Not to Exceed 10%)	LS	1	\$ 26,000.00	\$ 26,000.00
C2	1-10	Temporary Erosion and Sediment Control	LS	1	\$ 5,800.00	\$ 5,800.00
C3	1-10	Temporary Traffic Control	LS	1	\$ 6,800.00	\$ 6,800.00
C4	1-10	Trench Safety Systems	LF	2,960	\$ 3.30	\$ 9,768.00
C5	1-10	Construction Surveying	LS	1	\$ 4,500.00	\$ 4,500.00
C6	1-10	Ductile Iron Water Main, Class 52, 6 In. Diam.	LF	40	\$ 180.00	\$ 7,200.00
C7	1-10	Ductile Iron Water Main, Class 52, 8 In. Diam.	LF	460	\$ 130.00	\$ 59,800.00
C8	1-10	Ductile Iron Water Main, Class 52, 12 In. Diam.	LF	2,460	\$ 135.00	\$ 332,100.00
C9	1-10	Additional Ductile Iron Water Main Fitting and Restrained Joints	LBS	5,000	\$ 16.00	\$ 80,000.00
C10	1-10	Gate Valve and Valve Box 6 In.	Each	2	\$ 2,250.00	\$ 4,500.00
C11	1-10	Gate Valve and Valve Box 8 In.	Each	9	\$ 3,000.00	\$ 27,000.00
C12	1-10	Gate Valve and Valve Box 12 In.	Each	12	\$ 4,600.00	\$ 55,200.00
C13	1-10	2 In. Combination Air/Vac Valve Assembly	Each	1	\$ 6,800.00	\$ 6,800.00
C14	1-10	2 In. Blowoff Assembly	Each	1	\$ 4,600.00	\$ 4,600.00
C15	1-10	Fire Hydrant Assembly	Each	7	\$ 8,000.00	\$ 56,000.00
C16	1-10	Remove Existing Fire Hydrant and Valve Box	Each	7	\$ 960.00	\$ 6,720.00
C17	1-10	Short Side Service Connection 5/8 In. – 1 In. Diam.	Each	14	\$ 2,650.00	\$ 37,100.00

SCHEDULE C – WATER UTILITY IMPROVEMENTS						
Item No.	Spec Section	Item Description	Unit	Estimated Quantity	Unit Price*	Total Price
C18	1-10	Long Side Service Connection 5/8 In. – 1 In. Diam.	Each	1	\$ 5,100.00	\$ 5,100.00
C19	1-10	Cut in and/or Connect to Existing Water System	Each	12	\$ 2,400.00	\$ 28,800.00
C20	1-10	Crushed Surfacing Top Course (CSTC)	Ton	3,000	\$ 32.00	\$ 96,000.00
C21	1-10	Roadside Cleanup/Surface Restoration	LS	1	\$ 7,200.00	\$ 7,200.00
C22	1-10	Abandonment or Removal of Existing Water Main	LF	3,014	\$ 6.50	\$ 19,591.00
C23	1-10	Minor Changes	FA	1	\$ 25,000	\$ 25,000
C24	1-10	Resolution of Utility Conflicts	FA	1	\$ 25,000	\$ 25,000
Schedule C Subtotal:					\$ 935,979.00	
+ Sales Tax (10.1%)					\$ 94,533.87	
Schedule C Total:					\$ 1,030,512.87	

SCHEDULE D – STORM SEWER (NORTH OF S 224TH ST)						
Item No.	Spec Section	Item Description	Unit	Estimated Quantity	Unit Price*	Total Price
D1	1-04	Minor Change	FA	1	\$ 5,000	\$ 5,000
D2	1-05	Record Drawings (Min. Bid \$500)	LS	1	\$ 1,500.00	\$ 1,500.00
D3	1-05	Roadway Surveying	LS	1	\$ 1,390.00	\$ 1,390.00
D4	1-09	Mobilization	LS	1	\$ 18,000.00	\$ 18,000.00
D5	1-10	Project Temporary Traffic Control	LS	1	\$ 31,000.00	\$ 31,000.00
D6	2-02	Pothole Existing Utility	Each	5	\$ 425.00	\$ 2,125.00
D7	2-09	Dewatering	LS	1	\$ 12,000.00	\$ 12,000.00
D8	2-09	Resolution of Utility Conflicts	FA	1	\$ 10,000	\$ 10,000
D9	2-09	Shoring or Extra Excavation Class B	LS	1	\$ 4,000.00	\$ 4,000.00
D10	7-01	PVC SDR 35 Drain Pipe 4 In. Diam Incl. Trench	LF	18	\$ 165.00	\$ 2,970.00
D11	7-04	Corrugated Polyethylene Storm Sewer Pipe 12 In. Diam Incl. Trench	LF	18	\$ 130.00	\$ 2,340.00
D12	7-04	Corrugated Polyethylene Storm Sewer Pipe 24 In. Diam Incl. Trench	LF	597	\$ 135.00	\$ 80,595.00
D13	7-04	Ductile Iron Storm Sewer Pipe 6 In. Diam. Incl. Trench	LF	17	\$ 140.00	\$ 2,380.00
D14	7-04	Ductile Iron Storm Sewer Pipe 12 In. Diam. Incl. Trench	LF	287	\$ 130.00	\$ 37,310.00
D15	7-05	Connection to Drainage Structure	Each	1	\$ 640.00	\$ 640.00

SCHEDULE D – STORM SEWER (NORTH OF S 224TH ST)						
Item No.	Spec Section	Item Description	Unit	Estimated Quantity	Unit Price*	Total Price
D16	7-05	Concrete Inlet	Each	4	\$ 1,600.00	\$ 6,400.00
D17	7-05	Catch Basin Type 2 48 In. Diam	Each	5	\$ 3,900.00	\$ 19,500.00
D18	7-06	Catch Basin Type 2 60 In. Diam	Each	1	\$ 9,600.00	\$ 9,600.00
D19	7-07	Catch Basin Type 2 96 In. Diam	Each	1	\$ 21,000.00	\$ 21,000.00
D20	7-08	Removal and Replacement of Unsuitable Material	CY	150	\$ 92.00	\$ 13,800.00
Schedule D Total:					\$ 281,550.00	
Schedules A + B + C + D Total:					\$ 7,018,611.94	

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BID PROPOSAL FORM (CONTINUED)

Receipt is hereby acknowledged for the following Addenda:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Signature</u>
<u>1</u>	<u>6-22-23</u>	<u>Mark Swank</u>
<u>2</u>	<u>6-26-23</u>	<u>Mark Swank</u>
<u>3</u>	<u>6-29-23</u>	<u>Mark Swank</u>

Bid proposal to be submitted in a sealed envelope marked "Bid Enclosed for 24th Avenue South Improvements Project – Segment 2."

FORM OF A BID BOND

BID BOND DEPOSIT

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

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

Signature

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, SCI Infrastructure, LLC as Principal, and Swiss Re Corporate Solutions America Insurance Corporation as Surety, are held and firmly bound unto the City of Des Moines, as Oblige, in the penal sum of Five Percent of Total Bid Amount dollars (\$ 5% of Total 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 Oblige shall make award to the Principal for the 24th Avenue South Improvements Project – Segment 2, 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 29th DAY OF June, 2023

SCI Infrastructure, LLC
[Signature] / Mgr.

PRINCIPAL
Swiss Re Corporate Solutions America Insurance Corporation

[Signature]
SURETY Joanne Reinkensmeyer, Attorney-in-Fact

Received return of deposit in the sum of _____

Date: _____

Signature: _____

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

THOMAS P. HENTSCHELL, BRADLEY A. ROBERTS, JULIE A. CRAKER, AND JOANNE REINKENSMEYER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By _____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 29th day of June, 20 23.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

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NON-COLLUSION AFFIDAVIT

City of Des Moines

STATE OF WASHINGTON)

County of King) ss.
)

MARK SCOCCOLO, being first duly sworn on their oath, says they are Manager of **SCI INFRASTRUCTURE, LLC** 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 they further say 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 themselves an advantage over any other bidder or bidders.

Signature

[Handwritten Signature]

Subscribed and sworn to before me this 11th day of JULY 2023.

[Handwritten Signature]
Notary Public in and for the State of Washington

Residing at LAKE TAPPS

My commission expires 05-24-25

JENNIFER LEA SCOCCOLO
Notary Public
State of Washington
License Number 6725
My Commission Expires
May 24, 2025


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CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that s/he does not maintain or provide for his/her employees any segregated facilities at any of her/his establishments, and that s/he does not permit her/his employees to perform their services at any locations under her/his control where segregated facilities are maintained. The undersigned certifies further that s/he will not maintain or provide for her/his employees any segregated facilities at any of her/his establishments, and that s/he will not permit her/his employees to perform their services at any location under her/his 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 s/he has 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 s/he will obtain identical certifications from subcontractors and that s/he will retain such certifications in her/his files.

DATE: 07-11-23
Signature: 
Name/Title: MARK SCOCCOLO, MANAGER
Vendor Name: SCI INFRASTRUCTURE, LLC
Address: 2821 S 154TH ST
City/State/Zip: SEATTLE, WA 98188

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: SCI INFRASTRUCTURE, LLC

2. Business address and telephone number:
2821 S 154TH ST
SEATTLE, WA 98188

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

4. Contracts now in hand (gross amount):
\$ 58 MILLION

5. General character of work performed by said company:
SITework, MASS EXCAVATION, UNDERGROUND UTILITIES, TRUCKING


6. List of company's projects references: List up to five (5) projects of similar size and nature, including approximate costs, dates, project manager contact name and telephone number:
SEE ATTACHED LIST.

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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: 24TH AVE S IMPROVEMENTS- SEGMENT 2
Bidder's Business Name: SCI INFRASTRUCTURE, LLC
Bidder's Name: MARK SCOCCOLO
Bidder's Signature: 
Bidder's Title: MANAGER
Date: 07-11-23

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STATEMENT OF PROPOSED SUBCONTRACTORS AND MATERIAL SUPPLIERS

Subcontractors Name, Address, and Telephone Number	Description of Work
253-299-1200 Specialized Pavement Markings 175 Bay Rd. SW Bldg C Pacific, WA 98047	Striping
253-740-5841 C & P Fencing 1516 Chinook Ave. Enumclaw WA 98022	Fencing
425-981-7430 American Survey 1495 NW Gibson Blvd Ste 14 Issaquah WA 98027	Survey
253-891-1413 Groundup Road Construction P.O. Box 1690 Milton WA 98354	Paving
253-863-9563 Buckley Nursery 16819 92nd St. E. Sumner WA 98390	Landscaping
206-575-3200 ICON Materials 1508 Valentine Ave SE Pacific, WA 98047	Asphalt Paving
253-863-8888 Wilson Concrete Construction P.O. Box 275 Enumclaw WA 98022	Flatwork Concrete
P.O. Box 1750 253-279-6234 Stetner Construction Group Quincy, WA 98848	Electrical

Material Suppliers	Material (major items only)
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H.D. Bowler	Pipe, Fittings, Catch Basins
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Local Agency Name
 Local Agency Address

Local Agency Subcontractor List
 Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name 24TH AVE S IMPROVEMENTS- SEGMENT 2

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name Stahmer Construction Group
 Work to be Performed ELECTRICAL

Subcontractor Name SCB Infrastructure
 Work to be Performed PLUMBING

Subcontractor Name N/A
 Work to be Performed HVAC

Subcontractor Name N/A
 Work to be Performed STRUCTURAL STEEL

Subcontractor Name SCB Infrastructure, LLC
 Work to be Performed REBAR

* Bidders are notified that is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

SR

DOT Form 271-015A EF
 Revised 08/2012

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CONTRACT CHECKLIST

THE FOLLOWING FORMS ARE TO BE EXECUTED AFTER THE CONTRACT IS AWARDED:

(a) Agreement

This agreement to be executed by the successful bidder (these contract documents).

(b) Performance and Payment Bond

To be executed by the successful bidder and their surety company. Four (4) signed originals are required.

(c) Certificate of Insurance

All insurance certificates must show thirty (30) days cancellation notice by certified mail and Hold Harmless Statement. Insurance certificates are required for the prime contractor and all subcontractors prior to commencement of any work.

(d) Progress Schedule

Prior to beginning any work on site, a progress schedule, either in the form of a C.P.M. or Bar Chart, shall be submitted showing: (1) each element of work; (2) dates each element of work will be accomplished; and (3) materials order and delivery dates.

(e) Department of Labor and Industries Fees

The Contractor is responsible for all fees relating to the processing of the Department of Labor and Industries: (1) Intent to Pay Prevailing Wages, (2) Certificate of Prevailing Wages Paid

(f) Business License

The Contractor and all subcontractors that perform work on this project shall obtain a City of Des Moines business license per Des Moines Municipal Code Chapter 5.04.020. Information and forms can be found on the City website at <www.desmoineswa.gov>.

SCI INFRASTRUCTURE, LLC COMPLETED PROJECTS

Completed Jobs as of January 2023

OWNER/AGENCY	ENGINEER/ ARCHITECT	PROJECT TITLE	AMOUNT	WORK PERFORMED	COMPLD	YEAR	% WORK W/ OWN FORCE
Forma Construction Company/ Seattle School District Olympia, WA 11489 Derek Boysen, 360-754-5788 derekb@formaccc.com	Mahlum Architects Seattle, WA	New Thornton Creek Building 7711 43rd Ave NE #P5046	\$ 2,381,053.71	Demo, ecology block walls, baker tanks, detwatering, capillary break,	MAR. 2017	2017	97%
Pierce County 2401 S 35th Street Tacoma, WA 98409-7485 Henry Gerfje, 206-798-7250 hgerfje@co.pierce.wa.us		#CPR5596		erosion control, utility adjustments	NOV. 2015	2015	62%
Lydig Construction 3180 139th Ave SE STE 110 Bellevue, WA 98005 Adam Wilson, 425-885-3314 Andrew Johnson, 425-885-3314 awilson@lydig.com	Mahlum Architects Seattle, WA	Wilson Pacific Elementary & Middle School 1330 N 90th Street Seattle, WA 98103 #SC30060-02-002-099	\$ 4,704,578.76	Earthwork, Erosion Control, Modular Retaining Walls, Water/Sewer/Storm Utilities,	JUN. 2018	2018	95%
City of Kent City of Kent 400 West Gowse Kent, WA 98032 Paul Kuehne, 253-856-5500	City of Kent Public Works	SR516 to S 231st Way Levee Improvements - South Reach Russell Road Upper Levee 09-3006.2	\$ 2,013,788.89	Clearing, Demo, Gravel Borrow, Gravity Block Retaining Wall, Retaining Wall, Water & Storm Utilities	MAR. 2017	2017	80%
JR Abbott / Sammamish Town Center, LLC 3408 First Ave S, Suite 101 Seattle, WA 98134-1805 206-467-8500	** CEKO Issaquah, WA 425-864-8246	Sammamish Town Center	\$ 4,383,469.25	Demo, clearing/grubbing, mass excavation, rock base, rocky wall, irrigation system, storm/water/sewer utilities, TESC and traffic control.	MAY. 2017	2017	93%
Southwest Suburban 431 SW Annabum Blvd Burien, WA 98166 Jason Richardson, 206-244-9575	Southwest Suburban	New Administration Building	\$ 81,303.75	Haul Material Off site	SEP. 2015	2015	100%
Rush Commercial Edgewood Investors, LLC 6622 Wollochet Drive NW Gig Harbor, WA 98335 Jarrod Fenberg, 253-858-3636 jfenberg@therushcompanies.com Island Enterprises / Squaxin Tribe 3591 SE Old Olympi Hwy Shelton, WA 98584 Dan Neelands	** Barghausen Engineers	Simon's Mill Meridian Ave E & 29th St E Edgewood, WA	\$ 1,725,513.51	Erosion Control, Grading, Ponds, Utilities	DEC. 2016	2016	91%
Turner Construction Company/Yahoc 830 Fourth Ave S, Suite 300 Seattle, WA 98134	** Encompass Engineering & Survey 509-674-7433	Kamilche SR 108 Roadway Yahoo! G02 New Data Center 1115 Industrial Loop Rd Quincy, WA	\$ 427,645.44 \$ 2,376,075.00	Build 3 future access drives with channelization, lighting, roadway improvements, paving, signage Earthwork, Site Utility Work	APR. 2016 APR. 2016	2016 2016	100% 96%

** SCI SUBCONTRACTOR ON THESE

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SCI INFRASTRUCTURE, LLC COMPLETED PROJECTS

Completed Jobs as of January 2023

OWNER/AGENCY	ENGINEER/ ARCHITECT	PROJECT TITLE	PROJECT AMOUNT	WORK PERFORMED	YEAR	% WORK W/ OWN FORCE
206-255-8270 Erik Torkildson etorkildson@teso.com	KPFF					
Turner Construction Company/Yahoc 830 Fourth Ave S, Suite 300 Seattle, WA 98134 Kelby McCorkle, 206-255-8270	** Encompass Engineering & Survey 509-674-7433 KPFF	Yahool GQ2 New Data Center 1115 Industrial Loop Rd Quincy, WA	\$ 30,000.00	Temporary Access Roads	APR. 2016	100%
Cherokee-Doyon Government Group/ US Army Corps of Engineers Seattle 33810 Weyerhaeuser Way S, Ste #100 Federal Way, WA 98001 253-344-5300 Andrew Chandler andy.chandler@doyongovgrp.com	USAES	Repair Controls Water Main, JBLM W912DW-14-D-1002 0008	\$ 627,471.25	Earthwork, Water Main	MAY. 2016	94%

** SCI SUBCONTRACTOR ON THESE

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SCI INFRASTRUCTURE, LLC COMPLETED PROJECTS

Completed Jobs as of January 2023

OWNER/AGENCY	ENGINEER/ ARCHITECT	PROJECT TITLE	PROJECT AMOUNT	WORK PERFORMED	YEAR	% WORK W/ OWN FORCE
City of Des Moines 21650 11th Ave S Des Moines, WA 98198 Scott Romano, 206-870-6525	KPG Engineers 753 9th Ave N Seattle, WA 98109 206-286-1640	Transportation Gateway S 216th St - Segment 1A 24th Ave S to SR 99	\$ 3,409,446.18	Road widening/improvements, cleaning, paving, storm drainage, channelization, overhead utility conversion, landscaping, illumination/traffic signal, structural walls, soldier pile wall	JUN. 2017	58%
Des Moines Cr Bus Pk PH3, LLC / Sierra Construction Company 19900 144th Ave NE Woodinville, WA 98072 Justin Kirk justink@sierraind.com	** Collins Woerman 206-245-2100 Barghausen Engineers 425-251-8222	Des Moines Creek Business Park Phase 3 2341 S 208th Street Des Moines, WA 98198	\$ 1,704,114.00	Earthwork, Grading, and underground utilities, and structural excavation	MAY. 2016	83%
Des Moines Cr Bus Pk PH3, LLC / Sierra Construction Company 19900 144th Ave NE Woodinville, WA 98072 Justin Kirk, 425-487-5200 justink@sierraind.com	** Collins Woerman 206-245-2100 Barghausen Engineers 425-251-8222	Des Moines Creek Business Park Phase 3 COMPLETE 2341 S 208th Street Des Moines, WA 98198	\$ 1,574,667.00	Earthwork, Grading, and underground utilities, and structural excavation	JUL. 2017	87%
Highline Water District 23828 30th Ave S Kent, WA 98032 Jeremy DeImar, 206-824-0375 jdeltmar@highlinewater.org	Gray & Osborne 701 Dexter Ave N Seattle, WA 206-284-0860	S 268th Street Watermain Replacement & Brightwood Park Sewer Main Replacement	\$ 944,997.32	Water Line, TESC, Sewer Line, Bypass	SEP. 2017	100%
JR Abbott / Des Moines Crk Bus Park PHII, LLC 3408 First Ave S, Suite 101 Seattle, WA 98134-1805 Chris Lee, 206-467-8500 cleee@jrabbott.com	** Barghausen Engineers	GSA Lease -GS-10P-LWA07451	\$ 3,004,249.59	Site Demolition, TESC, Cut & Fill, Structural Excavation, Sanitary Sewer & Water Systems, Storm System, ROW Improvements	DEC. 2017	85%
City of Tacoma 3628 S 35th Street Tacoma, WA 98409 Jill Tibbs, 253-502-8468 jittbbs@cityoftacoma.org	City of Tacoma Engineering Services	Gravel Detention Facility Expansion ES16-0114F 2517 S 84th Street Lakewood, WA 98499	\$ 2,180,508.66	Excavation, dewatering, bypass	OCT. 2016	86%
Terra Dynamics PO Box 2479 Auburn, WA 98071-2479 Todd Wood, 253-880-3100 todd@terradynamics.com	AHBL	Annie Wright School Soccer Field 827 N Tacoma Ave Tacoma, WA 98403	\$ 424,714.99	Demolition, TESC, drainage and grading for field, sanitary sewer, and retaining wall	DEC. 2016	100%

** SCI SUBCONTRACTOR ON THESE

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SCI INFRASTRUCTURE, LLC COMPLETED PROJECTS

Completed Jobs as of January 2023

OWNER/AGENCY	ENGINEER/ ARCHITECT	PROJECT TITLE	PROJECT AMOUNT	WORK PERFORMED	YEAR	% WORK W/ OWN FORCE
Cherokee General Corporation/ US Army Corps of Engineers Seattle 33810 Weyerhaeuser Way S, #100 Federal Way, WA 98001 Andy Chandler, 253-344-5300 andy.chandler@doyongovgrp.com	USACE Seattle	Repair Selah Airstrip #W912DW-14-D-1002 0012 970 Firing Center Rd, Bldg 813C Yakima, WA 98901	\$ 2,584,315.00	Contract Terminated by Government Earthwork, pavement demo, excavation, trenching/backfill, restoration, drainage, grading, and utilities	JUN. 2017	50%
City of Vancouver 415 W 6th Street Vancouver, WA 98668-1995 Matt Hausman, 360-487-8427 jennifer.cline@cityofvancouver.us		Evergreen/SR14 Watermain Rehab with CIPP	\$ 404,846.90	CIPP watermain replacement	APR. 2018	80%
Cherokee General Corporation/ US Army Corps of Engineers Seattle 33810 Weyerhaeuser Way S, #100 Federal Way, WA 98001 Andy Chandler, 253-344-5300 andy.chandler@doyongovgrp.com	USACE Seattle	Repair Storm Facilities, JBLM W912DW-14-D-1002 0011 Building 2015 North 4th & Pendleton	\$ 121,150.00		JUL. 2017	100%
City of Lacey 420 College Street SE Lacey, WA 98503 Kevin Cools, 360-438-2639 kcools@ci.lacey.wa.us	City of Lacey Dept. of Public Works	Hogum Bay NE Improvements PW 2011-11 TIB No. 8-5-197(024)-1 FMSIB Project ID 68-2 Federal Project SPUS-5291(001)	\$ 6,250,234.00		MAY. 2018	61%
City of Federal Way 33325 8th Ave S Federal Way, WA 98003-6325 Naveen Chandra, 253-835-7000 naveen.chandra@cityofederalway.com	KPG 253-827-0720	S 356th St Improvements Pacific Hwy S to Enchanted Pkwy S	\$ 3,890,299.10	Street improvements with paving, curb, gutter, sidewalk; drainage and water improvements; retaining wall; utility undergrouding; traffic signal/illumination	APR. 2018	67%
Lydig Construction, Inc./ Lake Washington School District 3180 139th Ave SE, Ste 110 Bellevue, WA 98005 Matt McKinney, 425-885-3314	DLR Group 51 University ST #600 Seattle, WA 98101	Redmond Ridge Elementary School 9595 Eastridge Dr NE Redmond, WA 98053	\$ 1,918,653.00	Earthwork & Utilities	APR. 2019	88%
Lydig Construction, Inc./ Lake Washington School District 3180 139th Ave SE, Ste 110 Bellevue, WA 98005 Matt McKinney, 425-885-3314	DLR Group 51 University ST #600 Seattle, WA 98101	Redmond Ridge Elementary School Structural Excavation Job 30095-17-10	\$ 274,400.00	Structural Excavation	DEC. 2017	100%

** SCI SUBCONTRACTOR ON THESE

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**SCI INFRASTRUCTURE, LLC
COMPLETED PROJECTS**

Completed Jobs as of January 2023

OWNER/AGENCY	ENGINEER/ ARCHITECT	PROJECT TITLE	AMOUNT	WORK PERFORMED	YEAR	% WORK W/ OWN FORCE
Holmberg Contractors/ Lake Washington School District 15400 SE 30th Place, Ste 100 Bellevue, WA 98007 Wade Bailor/Mark Tobin, 425-822-2233	DLR Group 51 University ST #600 Seattle, WA 98101	Redmond Ridge Elementary School Mechanical Excavation	\$ 45,000.00	Mechanical Excavation	DEC. 2017	100%
Lydig Construction, Inc./ Lake Washington School District 3180 139th Ave SE, Ste 110 Bellevue, WA 98005 Matt McKinney, 425-885-3314	DLR Group 51 University ST #600 Seattle, WA 98101	Redmond Ridge Middle School N 99th Place Redmond, WA 98052	\$ 3,134,611.00	Earthwork & Utilities	AUG. 2019	90%
Hall Equities Group 1855 Olympic Blvd, Suite 300 Walnut Creek, CA 94596 Tom Miller, 925-933-4000x228 tomm@hallequitiesgroup.com	SCJ Alliance Lacey, WA	L50 Shelton Hills	\$ 59,500.00	Access Road and Trenching	JUL. 2017	100%
Port of Seattle/ Insituform Technologies, LLC 19165 SW 119th Ave Tualatin, OR 97062 Roberto Rizo, 503-339-5500 rizzo@seadon.com		202241 T-46 CIPP Storm SW-0318717	\$ 16,670.00	Remove & Replace Manholes	JUL. 2017	95%
City of SeaTac 4800 S 188th Street SeaTac, WA 98188-8605 Colum Lang, PE, 206-973-4800	KPG 3131 Elliot Ave Seattle, WA 98121 206-286-1640	S 168th Street Drainage Improvements	\$ 198,715.50	Drainage Improvements	OCT. 2017	77%
City of Kent 400 West Gowse Kent, WA 98032 Jason Barry, 253-856-5500	City of Kent	Hawley Road Levee-Connection to SR 167, #16-3013	\$ 88,657.80			

SCI INFRASTRUCTURE, LLC COMPLETED PROJECTS

Completed Jobs as of January 2023

OWNER/AGENCY	ENGINEER/ ARCHITECT	PROJECT TITLE	PROJECT AMOUNT	WORK PERFORMED	YEAR	% WORK W/ OWN FORCE
Douglas County Transportation & Land Services 140 19th Street NW, Suite A East Wenatchee, WA 98802 Aaron Simmons, 509-884-7173	PS&E	2017 County Wide Crushing ER17	\$ 756,500.00	Crushing and stockpiling top course and base course	APR. 2018	68%
Rainier Golf & Country Club 11133 Des Moines Memorial Dr Seattle, WA 98168 206-242-2222		Country Club Tee Box Construction	\$ 79,430.00	Reconstruction of Tee Boxes	OCT. 2017	100%
Stillaguamish Tribe/ Swinerton Builders 14432 SE Eastgate Way, Suite 230 Bellevue, WA 98007 Rick LaSharr, 425-283-5290	* Cunningham Group	Angel of the Winds Casino - Phase 2 Expansion 3438 Stoilokquamish Ln Arlington, WA 98223	\$ 1,900,000.00	Demo, TESC, Cut/Fill to Grade, Structural Excavation, Storm, Water, Sanitary Sewer Systems	SEP. 2019	87%
Metropolitan Park District of Tacoma 4702 S 19th St Tacoma, WA 98045 Debbie Hall, 253-305-1096 deborah@metroparks.com	City of Tacoma / Parametrix	Waterfront Phase 1 SR 163 N 46th to N 54th St Contract# 2017155J	\$ 2,406,904.63	Constructing a roundabout, sidewalk, landscaping, storm improvements, illumination and signal modifications	MAR. 2019	55%
City of Lacey 420 College St SE Lacey, WA 98503-1238	* Cunningham Group	2017 Water Improvements PW 2017-26	\$ 900,470.14	3800 LF, 4-, 8-, 12- inch water main, water service lines, connection to existing, abandonment, pavement restor	AUG. 2018	80%
Seattle Housing Authority/ Rhine Demolition, LLC 1124 112th Street E Tacoma, WA 98445 Jason Roosa, 253-537-5852		Yesler Terrace Redevelopment Boren Ave & E Yesler Seattle, WA	\$ 94,740.00	Water Main Installation	APR. 2018	97%
City of Tukwila 6200 Southcenter Blvd Tukwila, WA 98188 Dave Sorensen, 206-433-1800	City of Tukwila & KPG	53rd Ave S TIB 8-1-116(012)-1 City Project 999110301	\$ 5,953,249.60	Overhead to underground, street improvements, franchise utilities, electrical upgrade	MAR. 2021	61%
Bayley Construction, LP 8005 SE 28th Street Mercer Island, WA 98040 206-621-8884	** Integrus Architecture	Glacier Middle School 2540 142nd St SeaTac, WA 98168	\$ 3,331,796.00	Erosion Control, Demo, Sewer, Storm, Infiltration Vault, Water, Hardscapes, structural excavation	FEB. 2021	95%

** SCI SUBCONTRACTOR ON THESE

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SCI INFRASTRUCTURE, LLC COMPLETED PROJECTS

Completed Jobs as of January 2023

OWNER/AGENCY	ENGINEER/ ARCHITECT	PROJECT TITLE	AMOUNT	PROJECT	COMPLD	YEAR	% WORK W/	OWN FORCE
Absher Construction Company 1001 Shaw Road Puyallup, WA 98372 Brook McNally, 253-845-9544	* BLRB Architects/ AHBL	Olympic Middle School Reconstruction 1825 K Street Auburn, WA 98002	O \$ 3,712,000.00 F \$ 4,087,892.00	Structural Excavation, limport, Erosion Control, Sitework, Water, Sewer Storm Drainage	MAR. 2020		95%	
Rhine Demolition/ Seattle School District 1124 112th Street E Tacoma, WA 98445 Jason Roosa, 253-537-5852 jasonr@rhinedemolition.com	* NAC Architecture	Wing Luke Elementary	\$ 931,086.00	Abatement, demolition, utilities, earthwork	JAN. 2019		97%	
JR. Abbott/YMCA of Greater Seattle 3408 First Ave S, Suite 101 Seattle, WA 98134 Michael Lucas, 206-467-8500 mlucas@jrabbott.com	* KPFF Consulting Eng.	East Hill YMCA/Morrill Meadows Gardens Steve Raudenbush	\$ 2,297,353.00 Adam Evans Danielle Mello (waivers)		AUG. 2019		94%	
JR. Abbott/YMCA of Greater Seattle 3408 First Ave S, Suite 101 Seattle, WA 98134 Michael Lucas, 206-467-8500 mlucas@jrabbott.com	* KPFF Consulting Eng.	East Hill YMCA-ROW/Morrill Meadows Gardens Steve Raudenbush	\$ 329,110.00		AUG. 2019		100%	
Absher Construction Company /Highline School District No. 401 1001 Shaw Road Puyallup, WA 98372 David Becker	* Hutteball & Oremus	Zenith Park Elementary 1598 S 240th St Des Moines, WA 98198 Garrett Gursauls	\$ 4,457,505.00 Garret Tapia Joe Turner	TESC, Site Demolition, Mass-Excavation Structural Excavation, rockeries, cement- treated soil, sanitary sewer system, storm drainage, water system, traffic control	OCT. 2019		89%	
KB Homes / KB Home Pac NW 7807 E Peakview Ave, Suite 300 Centennial, CO 80111 Ryan Kemp, 425-766-4790 rkemp@kbhome.com	CORE Design/Engineering	Rio Vista Land Development NE 143rd Pl & 27th Pl NE Duvall, WA	\$ 4,996,881.50 Christina Gray Kimberly Gingrich	TESC, cut/fill, rockery walls, storm, sewer, water ROW drainage, sewer and water	JAN. 2020		52%	
Terra Dynamics / City of Maple Valley PO Box 2479 Auburn, WA 98071-2479 Vern Orr, 253-880-3100	* SLA Landscape Design & City of Maple Valley	Summit Park & Ball Fields Maple Valley, WA	\$ 817,498.00	Demo & clearing, earthwork and finish grading, storm/sanitary/water distribution systems, and road improvements	JUN. 2019		100%	
Andy Johnson & Company Tukwila School District No. 406 PO Box 46 Olympia, WA 98507 Derek Boyesen derekb@ajccontractors.com	* AHBL	Foster High School Modernization 4640 S 144th St Tukwila, WA 98168	\$ 1,627,783.79	Sitework, infiltration/retention gallery, structural excavation, removal of unsuitable material, TESC	AUG. 2020		86%	

** SCI SUBCONTRACTOR ON THESE

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SCI INFRASTRUCTURE, LLC COMPLETED PROJECTS

Completed Jobs as of January 2023

OWNER/AGENCY	ENGINEER/ ARCHITECT	PROJECT TITLE	PROJECT AMOUNT	WORK PERFORMED	YEAR	% WORK W/ OWN FORCE
Port of Seattle PO Box 1209 Seattle, WA 98111-1209 Jo Woods, 206-787-3239	Port of Seattle	On-Call Sno Removal and Remoted Landslide Contract S-00319654	\$ 35,000.00	On-call snow removal	FEB. 2019	100%
Rhine Demolition, LLC/ King County 1124 112th Street E Tacoma, WA 98445 Jason Roosa, 253-537-5852	* King County Dept. of Transportation	King County Interim Base Building Demolition	\$ 300,685.00	Demolition, erosion control, fine grade, curbs, driveway, traffic control	JUN. 2019	95%
Puget Sound Energy, Inc. 20111 120th Ave NE, Building O Bothell, WA 98011 Dennis Booth/Hong Ngugen, 425-417-9188		Des Moines Alley Improvement Contract No. 4600013270	\$ 469,179.40	Improve pedestrian experience in alley, relocation of aerial power and communication lines to underground, removal of poles.	JUL. 2020	75%
A&B Properties 6120 52nd Ave S Seattle, WA 98118 Louis Sanft, 206-930-9324	A&B Properties	Warehouse Backflow 831 5th Ave S Kent, WA	\$ 71,016.00	Installation of Backflow prevention	DEC. 2019	100%
Jody Miller Construction/ Seattle School District #1 PO Box 44628 Tacoma, WA 98448 Josh Miller, Project Manager 253-537-6118, josh@jodymillerconstruction.com		Wing Luke Phase 2 3701 S Kenyon Street Seattle, WA 98118	\$ 2,142,812.25	Demo, site cutoff, wall ex, storm, water, sewer, gasline trenching, structural ex, cap break, offsite grading	JUN. 2021	98%
Lydig Construction, Inc. / City of Tukwila 3180 139th Ave SE, Suite 110 Bellevue, WA 98005 Kiel.Lunsford.425-885-3314	Weinstein A+U	Tukwila Fire Station #51	\$ 854,000.00	Sewer, Storm, Water Systems, Gasline Trenching, Electrical Trenching, Structural Excavation / Backfill	JUN. 2020	90%
Graham Contracting, Ltd. / WSDOT 568 First Ave S, Suite 400 Bellevue, WA 98104 Jeff Pletz Bret Mische, 206-915-0904 bretm@graham.us	* WSDOT	Olympic Region Maintenance & Admin Facility	\$ 525,773.83	Earthwork and utilities, trenching for electrical, TESC, roof and footing drains, Offsite Roadway, Traffic Control	AUG. 2019	100%
Hensel Phelps/Tukwila School Distric * 15375 SE 30th Place, Suite 110 Bellevue, WA 98001 Troy Alexander, 425-646-2660 talAlexander@henselphelps.com	AHBL	Cascade View Elementary 13601 32nd Ave S Tukwila, WA 98168	\$ 182,975.00	Sitework, Excavation, and underground utilities	OCT. 2019	89%

** SCI SUBCONTRACTOR ON THESE

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SCI INFRASTRUCTURE, LLC COMPLETED PROJECTS

Completed Jobs as of January 2023

OWNER/AGENCY	ENGINEER/ ARCHITECT	PROJECT TITLE	PROJECT AMOUNT	WORK PERFORMED	YEAR	% WORK W/ OWN FORCE
Hensel Phelps/Tukwila School Distric 15375 SE 30th Place, Suite 110 Bellevue, WA 98001 Troy Alexander, 425-646-2660 alexander@henselphelps.com	* AHBL	Thomdyke Elementary 4415 S 150th St Tukwila, WA 98188	\$ 471,724.00	Sitework, Excavation, and underground utilities	OCT, 2019	99%
Hensel Phelps/Tukwila School Distric 15375 SE 30th Place, Suite 110 Bellevue, WA 98001 Troy Alexander, 425-646-2660 alexander@henselphelps.com	* AHBL	Tukwila Elementary 5939 149th St Tukwila, WA 98168	\$ 365,281.00	Sitework, Excavation, and underground utilities	OCT, 2019	99%
Delta Zeta Sorority 202 East Church Street Oxford, OH 45056 Tammy Hubbard		Delta Zeta Conn to Watermain 4527 18th Ave NE 4535 18th Ave NE Seattle, WA	\$ 76,900.00	Fireline Piping	FEB, 2021	11%
Bavley Construction, LP 8005 SE 28th Street Mercer Island, WA 98040 Mike Tungsvik, 206-621-8884 mike.tungsvik@bavley.net	* BCRA Tacoma, WA 253-627-4367	Aldenwood Mall Redevelopment	T&M	SWPPP, excavation, underground utilities	NOV, 2019	100%
City of Sammamish 801 228th Ave SE Sammamish, WA 98075 Rick Rudomeikin, 425-295-0500 Benjamin Ressler, bressler@sammamish.us	Gray & Osborne	228th Catch Basin Repairs	\$ 436,580.00	Repair catch basins, excavation, storm drainage improvements, asphalt paving, curb/gutter	FEB, 2020	93%
Terra Dynamics, Inc./ Snohomish County PO Box 2479 Auburn, WA 98071-2479 Vern Orr, 253-880-3100	* Snohomish County	Flowing Lake Park	\$ 341,841.75	Storm and Water Distribution, import/export unsuitable	FEB, 2020	100%
ALM Bremerton, LLC / Sierra Construction, Inc. 14800 NE N Woodinville Way Woodinville, WA 98072 Andy Bley, 425-487-5200	* AHBL	DSE8 Bremerton 7555 Airport Way SW Bremerton, WA 98312	O \$ 3,992,186.50 F \$ 10,263,605.00	Erosion Control, Demolition, Clear/Grub, Structural Excavation, Potholing, Site Grading, underground utilities, balance site	JAN, 2021	77%
City of Kent / Granite Petroleum, Inc. 3726 E Boone Ave Spokane, WA 99202 James Dorman, 509-482-7016	City of Kent	Kent Fuel Tank Replacement Project: 19-3004	\$ 198,966.00	Clearing, structural excavation for fuel tanks, storm and sewer-piping, TESC	MAY, 2020	100%

** SCI SUBCONTRACTOR ON THESE

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SCI INFRASTRUCTURE, LLC COMPLETED PROJECTS

Completed Jobs as of January 2023

OWNER/AGENCY	ENGINEER/ ARCHITECT	PROJECT TITLE	AMOUNT	WORK PERFORMED	COMPL'D	YEAR	% WORK W/
							OWN FORCE
JR Abbott Construction, Inc. 3408 1st Ave S, Suite 101 Seattle, WA 98134 206-467-8500 Chris Lee, Senior Project Manager	** WSDOT	WSDOT NWR HQ Renovation Dayton Ave, Project #69049	O \$ 936,652.00 F \$ 2,843,489.00	Grading, surfacing, drainage, site utilities, surfacing, EV Charging stations sitework, frontage improvements, Permatrak sidewalk	MAR, 2020		87%
Absher Construction Co./ Auburn School District No. 408 1001 Shaw Road Puyallup, WA 98372 Mike McCanna, mike.mccanna@absherco.com	** AHBL	Auburn Elementary School #16 13002 SE 304th Street Auburn, WA 98092	O \$ 7,879,564.00 F \$ 9,140,113.00	Demo, earthwork, structural earth wall, parking lot, ponds, storm system, detention system, athletic fields, right-of-way improvements	APR, 2022		88%
City of Kent 220 4th Ave S Kent, WA Adjulnaser Almaroof, Proj. Engineer 253-856-5500	City of Kent	Reith Road Water Main Improvements, #19-3005	\$ 615,188.75	810 LF 16" DI water main, reconnect services, ramps, plane/overlay AC	JAN, 2021		81%
Pace Engineers/ SCG North Creek Place, LLC 11255 Kirkland Way, Suite 300 Kirkland, WA 98033 Cathy Casanova, 425-827-2014 cathy@paceengineers.com	PACE Engineers	Parr Creek Restoration	\$ 309,275.45	900 lf drainage channel grading within active creek	SEP, 2020		85%
Iyabak Construction/ Seattle Dist. Army Corps of Engineers 3301 C Street, Suite 400 Anchorage, AK 99503-3958 Sara Montague, Project Engineer 907-563-3788 smontague@berningstrait.com	* Army Corps of Eng	Remove Storm System "I" Street JBLM W912DW19D1007, Task Order: W912DW20F2029	O \$ 189,060.00 F \$ 277,723.00	Demo and removals, cutfill to subgrade	DEC, 2020		100%
Granite Petroleum, Inc. PO Box 6167 Spokane, WA 99217 James Dorman, 509-482-7016 james@granitepetroleum.com	* TerraForma Design Group	7-Eleven Market #2361 20727 108th Ave SE Kent, WA	O \$ 75,168.00 F \$ 122,232.00	Storm piping, traffic control, patching	DEC, 2020		100%
Soos Creek Water & Sewer Dist PO Box 58039 Renton, WA 98058-1039 Brian Wilson (BHC) brian.wilson@bhiconsultants.com	BHC Consultants	Boulevard Lanes Phase 1 AC Pipe Replacement Contract 01-2019W	\$ 3,538,087.30	Replace 12,500 lf of AC watermain, driveway & sidewalk repair, relocate side sewer maters	JUN, 2021		79%
City of Renton 1055 South Grady Way Renton, WA 98057 Michael Benoit, 425-430-7206	City of Renton Murraysmith	Downtown Utility Improvement Project	\$ 12,952,812.78	Storm Drain improvements, Box Culvert, sewer main, conn to King City Interceptor, TESC, abandonment of existing,	NOV, 2022		85%

** SCI SUBCONTRACTOR ON THESE

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Completed Jobs as of January 2023

SCI INFRASTRUCTURE, LLC COMPLETED PROJECTS

OWNER/AGENCY	ENGINEER/ ARCHITECT	PROJECT TITLE	PROJECT AMOUNT	WORK PERFORMED	YEAR	% WORK W/ OWN FORCE
mbericli@rentonwa.gov				pavement/curbs/ramps		

** SCI SUBCONTRACTOR ON THESE

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SCI INFRASTRUCTURE, LLC COMPLETED PROJECTS

Completed Jobs as of January 2023

OWNER/AGENCY	ENGINEER/ ARCHITECT	PROJECT TITLE	AMOUNT	WORK PERFORMED	YEAR	% WORK W/ OWN FORCE
Colvos Construction/ Metro Parks Tacoma 711 Court C Tacoma, WA 98402 Sara Smith, 253-844-4640	SHKS Architects **	Owen Beach Improvements 6101 North Owen Beach Rd Tacoma, WA 98407	O \$ 939,850.00 F \$ 1,025,347.15	Demolition, Contaminated Soil, TECS, underground utilities, directional drilling, grading with import / export	FEB. 2102	98%
Skanska USA/ Auburn School Dist #408 221 Yale Ave N, Suite 400 Seattle, WA 98109 Brian Urban, 206-726-8000	** NAC Architects / AHBL	Chinook Elementary School 3502 Auburn Way S Auburn, WA 98092	O \$ 4,232,000.00 F \$ 4,487,430.00	Sitework, Utilities, Earthwork	OCT. 2022	94%
Rainier Golf & Country Club 11133 Des Moines Memorial Dr Seattle, WA 98168 Bryon Hammock bryonh@rainiergolfcc.com	SHKS Architects	Vault & Conduit Installation 11133 Des Moines Memorial Dr Seattle, WA 98168	\$ 232,450.00	Pothole, Demo, install Vault and Conduit, Asphalt Paving, Concrete Curbs/Sidewalk	JUN. 2021	72%
City of Bremerton 345 6th Street, Suite 100 Bremerton, WA 98337 Gunnar Fridriksson, 360-473-5758 gunnar.fridriksson@ci.bremerton.wa.us	City of Bremerton Pubic Work & Engineering	Ostrich Bay Creek Stormwater Treatment, No. 876	\$ 1,025,002.25	Ostrich Bay Creek Stormwater Treatment, No. 876	MAY. 202	82%
Port of Seattle CPO Procurement PO Box 1209 Seattle, WA 98111 Sherry Weiss, 206-787-3239 weiss.s@portseattle.org	Port of Seattle	On-Call Snow Removal Contract S-00320864	O \$ 35,000.00 F \$ 108,715.00	Snow Removal	FEB. 2022	100%
Washington State Patrol/ Pease & Sons, Inc. PO Box 44100 Tacoma, WA 98448-0100 Dale Strichertz, 253-531-7700 dale@peaseandsons.com	** Reid Middleton 425-741-3800	WSP Fire Training Academy Burn Building Renovation #2014-001 G (1-1) 50810 SE Grouse Ridge North Bend, WA	O \$ 1,539,882.00 F \$ 1,758,483.00	TECS, Demo, Excavation, Underground Utilities, Elec trenching, Modular Walls, Dewatering	NOV. 2022	97%
City of Enumclaw 1309 Myrtle Ave Enumclaw, WA 98022 Scott Woodbury, 360-615-5728	Parametrix	SR410 Sewer Main Replacement Warner Ave & SR 410 Enumclaw, WA 98022	\$ 2,371,976.00	Sewer Replacement 2,000 lf of 30" diam and 1200 lf of 36" diam gravity sewer, traffic signal detector loop replacement	DEC. 2022	96%

**SCI INFRASTRUCTURE, LLC
COMPLETED PROJECTS**

Completed Jobs as of January 2023

OWNER/AGENCY	ENGINEER/ ARCHITECT	PROJECT TITLE	PROJECT AMOUNT	WORK PERFORMED	YEAR COMPL'D	% WORK W/ OWN FORCE
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The projects listed above were successful projects. Our performance for Quality Control, Safety Record, Timeliness of Performance, Use of Skilled Personnel, Management of Subcontractors, Availability of and use of Appropriate Equipment, Compliance with Contract Documents; and Management of the Submittals Process and Change Orders were what made these projects successful.

We have been in business for over 69 years. Many of our employees are long-term; 15-20 years with the company. They know how to work and communicate well together. We use subcontractors that have been efficient and competent in the past; therefore we are assured of high-level work and product from them. Much of our equipment has been a staple in our work and therefore our field personnel are very familiar with each individual piece of equipment and know its highest and best use. When a specific task or unique situation arises, we rent equipment suitable for the needs of the activity to supplement our owned fleet of equipment. Our staff is very familiar with the submittals and change order processes and work to insure a smooth operation on the administration of each job to adhere with the contract documents.

** SCI SUBCONTRACTOR ON THESE

Page 13 of 13

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT:
Draft Ordinance 23-010, Compost Procurement Policy

ATTACHMENTS:
1. Draft Ordinance 23-010

FOR AGENDA OF: August 3, 2023

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: July 26, 2023

CLEARANCES:

- City Clerk _____
- Community Development _____
- Courts _____
- Emergency Management _____
- Finance _____
- Human Resources _____
- Legal TG
- Marina _____
- Police _____
- Parks, Recreation & Senior Services _____
- Public Works Michael Regis

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is for the City Council to consider the adoption of Draft Ordinance 23-010, which would establish a compost procurement policy for City projects as required by state law.

Suggested Motion

Motion 1: "I move to enact Draft Ordinance No. 23-010 establishing a compost procurement policy for City projects."

Background

The State Legislature passed House Bill 1799 in 2022 in an effort to divert organic materials away from landfills to reduce greenhouse gases/climate change. Pursuant to this bill, cities/counties with populations over 25,000 are required to pass a ‘Compost Procurement Ordinance’ that includes provisions outlined below.

The goal of this legislation is to mandate cities and counties to procure more compost products created from organic material wastes. This in effect supports the economic viability of processes to turn organic materials into finished products and increases the likelihood that composting and other responsible organic material management options are economically viable.

Discussion

The Draft Ordinance contains a number of provisions that are required pursuant to the new state legislation.

- **Compost Procurement Requirement.** When planning City-funded projects or soliciting and reviewing bids for such projects, City departments shall identify whether compost can be utilized in a City project. In the event that compost can be utilized, City departments shall require purchase of compost for use in City projects.
- **Application.** City departments shall plan for the use of compost in any of the following categories that are applicable to their operations and project types: landscaping projects; construction soil amendments; erosion prevention; and green infrastructure projects.
- **Exemptions.** City departments are not required to use compost products if certain criteria are met related to product availability, pricing, and specifications.
- **Priority Purchasing.** City departments shall give priority to purchasing compost products from companies that produce compost locally, are certified nationally, and sourced from municipal solid waste compost programs.
- **Public Outreach.** The City will develop strategies to inform residents about the value of compost and how the City uses compost in its operations.

Alternatives

The City Council may:

1. Adopt the Draft Ordinance as presented
2. Adopt the Draft Ordinance with amendment(s)

Financial Impact

This ordinance will create additional demand on staff time to meet documenting and reporting requirements. Additionally, there is a potential for increase in operations and maintenance efforts related to new compost installations.

Recommendation

Staff recommends adopting Draft Ordinance 23-010 as presented.

Council Committee Review

This Draft Ordinance was reviewed by the Environment Committee on June 8, 2023. The Committee unanimously recommended the Ordinance be brought forward to the entire Council for consideration.

CITY ATTORNEY'S FIRST DRAFT 2/21/23

DRAFT ORDINANCE NO. 23-010

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON establishing a compost procurement requirement and adding a new chapter to DMMC Title 3.

WHEREAS, the Washington State Legislature recently enacted House Bill 1799, which requires that cities and counties with populations greater than 25,000, and with existing organics collection services, shall adopt a compost procurement ordinance to implement RCW 43.19A.120

WHEREAS, the population of the City of Des Moines exceeds 25,000 and the City has an existing organic collection service;

now therefore,

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

Sec. 1. A new chapter is added to Title 3 DMMC entitled Compost Procurement Requirement, to read as follows:

(1) **Short title.** This Ordinance shall be entitled and may be referenced as the City's Compost Procurement Requirement Code.

(2) **Definitions.** For the purposes of this section, the definitions set forth in RCW 43.19A.010 shall apply, unless the context clearly requires otherwise.

(3) **Compost Procurement Requirement.** When planning City-funded projects or soliciting and reviewing bids for such projects, City departments shall identify whether compost can be utilized in a City project. In the event that compost can be utilized, City departments shall require purchase of compost for use in City projects.

(4) **Application.** City departments shall plan for the use of compost in any of the following categories that are applicable to their operations and project types:

- a. Landscaping projects;

- b. Construction and post-construction soil amendments;
- c. Applications to prevent erosion, filter stormwater runoff, promote vegetative growth, or improve the stability and longevity of roadways; and
- d. Low-impact development and green infrastructure to filter pollutants or to keep water onsite or both.

(5) **Exemptions.** Notwithstanding subsections 3 and 4 of this section, City departments are not required to use compost products if:

- a. Compost products are not available within a reasonable time or distance from the project;
- b. Compost products that are available do not comply with existing purchasing standards;
- c. Compost products that are available do not comply with federal, state or local health, quality and safety standards; or
- d. Compost purchase prices are not reasonable or competitive.

(6) **Priority Purchasing.** In accordance with RCW 39.30.040(1), the City may allow for the preferential purchase of compost to meet the requirements of RCW 43.19A.120. City departments shall give priority to purchasing compost products from companies that:

- a. Produce compost products locally;
- b. Are certified by nationally recognized organization like the US Composting Council; and
- c. Produce compost products that are derived from municipal solid waste compost programs and meet quality standards comparable to standards adopted by the department of transportation or adopted by rule by the department of ecology.

(7) **Public Outreach.** To the extent required by RCW 43.19A.150(4), the City will develop strategies to inform

residents about the value of compost and how the City uses compost in its operations.

(8) Reporting. To the extent required by RCW 43.19A.150(5), by December 31, 2024, and each December 31st of even-numbered years thereafter, the City shall prepare a report for the Department of Ecology covering the previous year's compost procurement activities, including the following information:

- a) Total tons of organic material diverted each year;
- b) The volume and cost of compost purchased each years and
- c) The source(s) of the compost purchased.

Sec. 2. Severability - Construction.

(1) If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

(2) If the provisions of this ordinance are found to be inconsistent with other provisions of the Des Moines Municipal Code, this ordinance is deemed to control.

Sec. 3. Effective date. This ordinance shall take effect and be in full force five (5) days after its passage, approval, and publication in accordance with law.

PASSED BY the City Council of the City of Des Moines this ___ day of _____, 2023 and signed in authentication thereof this ___ day of _____, 2023.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____, 2023