



AGENDA
DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue S, Suite C
Des Moines, Washington
Thursday, August 7, 2025 - 6:00 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE NOT PREVIOUSLY RECEIVED BY COUNCIL

COMMENTS FROM THE PUBLIC

REGIONAL COMMITTEE REPORT

CITY MANAGER REPORT/PRESENTATIONS/BRIEFINGS

- Item 1. ZENITH PROPERTIES FINAL ENVIRONMENTAL IMPACT STATEMENT

[Zenith Properties Final Environmental Impact Statement](#)

CONSENT AGENDA

- Item 1. APPROVAL OF VOUCHERS

Motion: To approve the payment vouchers through July 24, 2025 and payroll transfers through July 18, 2025 in the attached list and further described as follows:

EFT Vendor Payments	#12165-12223	\$1,022,023.60
Wires	#3031-3040	\$ 599,249.28
Accounts Payable Checks	#166918-166929	\$ 57,435.02

Voided Checks	#12194, 165114, 166753	\$ (4,931.00)
Payroll Checks	#19974-19986	\$ 12,379.51
Payroll Advice	#14254-14421	\$ 498,128.12

Total Checks and Wires for A/P & Payroll: \$2,184,284.53

[Approval of Vouchers](#)

Item 2. APPROVAL OF MINUTES

Motion: To approve the minutes from the City Council Regular Meetings held on July 10, 2025 and July 24, 2025.

[Approval of Minutes](#)

NEW BUSINESS

Item 1. COMPREHENSIVE PLAN UPDATE
Staff Presentation by Community Development Director Rebecca Deming

[Comprehensive Plan Update](#)

Item 2. BARNES CREEK TRAIL PROJECT – PUBLIC WORKS
CONSTRUCTION CONTRACT AWARD AND CONSULTANT
SERVICES AGREEMENT

Staff Presentation by Civil Engineer Allyssa Beaver

[Barnes Creek Trail Project – Public Works Construction Contract Award and Consultant Services Agreement](#)

Item 3. NEW AGENDA ITEMS FOR CONSIDERATION – 10 Minutes

COUNCILMEMBER REPORTS

(4 minutes per Councilmember) - 30 minutes

PRESIDING OFFICER'S REPORT

EXECUTIVE SESSION

NEXT MEETING DATE

September 04, 2025 City Council Study Session

ADJOURNMENT

[Projected Future Agenda Items](#)

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

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Zenith Properties Final Environmental Impact Statement

FOR AGENDA OF: August 7, 2025

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: July 31, 2025

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose

The purpose of this item is to update the Council and the public on the July 31, 2025 release of the Final Environmental Impact Statement (FEIS) for the Zenith Properties Building Demolition Permit Application at the former Masonic Home/Landmark on the Sound.

Background

Since this property was put on the market in 2013, the City has made efforts to facilitate preservation and redevelopment of the main structure. City staff communicated with multiple potential buyers, including McMenamins, with the goal of preservation and reuse. While some potential investors were interested in preservation, all found it to be financially infeasible and declined to pursue it.

No community or historical preservation organization has found a feasible strategy and/or funding for preservation.

In 2019, the Freemasons of Washington submitted a demolition permit application for the main building and other structures on the property. The application was transferred when the property was purchased by the current owner, Zenith Properties.

The permit was put on hold in order for the City to conduct environmental review of the proposal as required by the State Environmental Policy Act (SEPA).

The City has legal limits as to what it can require of private property owners; however, the state provides a process to identify impacts of actions on private property. The SEPA process is a tool for identifying and analyzing probable environmental impacts, reasonable alternatives, and potential mitigation.

As part of the SEPA process, the City issued a Determination of Significance on July 27, 2022, for the project. As a result, the City ordered an Environmental Impact Study (EIS) to be conducted due to anticipated environmental impacts of demolition.

The City hired an independent environmental consulting firm that specializes in the preparation of an EIS. Over the span of two years, this consultant (Environmental Science Associates “ESA”) conducted extensive review of this proposal. Following this review, the City issued a Draft Environmental Impact Statement (DEIS) on January 9, 2024 and provided the document to the public for review and comment. A formal comment period was opened from January 9 to March 8, 2024 and a total of 314 emails, letters, or verbal comments were received during that time.

The comments received were reviewed by City staff and ESA, and were used to further develop the EIS. The Final EIS (FEIS) was released on July 31, 2025, and includes responses to public comments received during the Draft EIS comment period. Per the State prescribed process, there is no comment period on the FEIS.

Following the issuance of the FEIS, the City must wait 7 days before issuing a decision on the demolition application. It is anticipated the City will issue a decision on the underlying demolition permit on August 8, 2025. A demolition permit is a type of construction permit subject to the Des Moines Municipal Code Title 14 and approved administratively. It is not a decision that is made by the City Council.

The Final EIS and underlying permit decision may be appealed under the State Environmental Policy Act (SEPA) (Revised Code of Washington [RCW] 43.21C.075) and the Des Moines Municipal Code (DMMC 16.05.320). Appeals may be commenced by filing a written appeal with the City Clerk within 10 days of the date the underlying permit decision is issued (DMMC 16.05.320 & DMMC 18.240.170).

Discussion

The Zenith Final Environmental Impact Statement on the permit application to demolish the structures on the property formerly known as Landmark on the Sound was released on July 31, 2025.

The FEIS builds on the foundation laid for the environmental analysis in the Draft EIS. The FEIS does not duplicate or repeat all the information presented in the Draft EIS. As part of the Final EIS, the City has updated the analysis as needed, provided responses to all comments received (Appendix L), and is providing additional information in four new appendices.

Appendix M, Additional Information on Historic Preservation. This is a new appendix included in the Final EIS. Following issuance of the Draft EIS and review of comments received, the City sought additional information on historic preservation and ordered a conceptual study of an expanded adaptive reuse scenario prepared by NW Vernacular. Expanded adaptive reuse in this context means a more flexible approach to repurposing the historic buildings for new uses while retaining their significant architectural and cultural features.

Appendix N, Additional Information on Historic Preservation – Landmark Site Feasibility Analysis. This is a new appendix included in the Final EIS that provides a feasibility study prepared by Leland Consulting Group for the conceptual study under Appendix M for an expanded adaptive reuse scenario.

Appendix O, Additional Information on Historic Preservation – Concept Cost Plan. This is a new appendix included in the Final EIS that provides a cost estimate prepared by DCW Cost Estimating for the conceptual study under Appendix M for an expanded adaptive reuse scenario.

Appendix P, Additional Information on Historic Preservation – Analysis of Potential Development on Eastern Property. This is a new appendix in the Final EIS that provides an additional analysis prepared by ECONorthwest, analyzing the potential development on the eastern portion of the Property and whether such development could subsidize the adaptive reuse of the Property.

The EIS, conducted by independent environmental consultant Environmental Science Associates (ESA) in accordance with the laws of the state of Washington initially examined three options:

- No action (neither demolishing or preserving the building). The No Action Alternative serves as a baseline condition for comparison with the other alternatives and describes impacts if the proposed action does not proceed. The No Action Alternative is a requirement under SEPA rules. Under No Action, there would be a continuation of existing site conditions, including retention of the existing structures as vacant and unutilized.
- Demolition by the property owner. The alternative assumes demolition of all existing structures and vacant buildings on-site, including the main building and infirmary wing, the duplex model home structure at the southeast corner of the site, two maintenance buildings, the on-site water tower and pump house, the outdoor kitchen, the patio, the outdoor restroom, the garage, the model home, the octagonal pump house, the fountain, front wall and gate, and associated landscape elements. Work would result in substantial demolition of the central oval, west, and north lawns. Additional work would include removing existing building foundations and utilities, including water, sewer, and gas. See Chapter 2, Alternatives, of the Draft and Final EIS for additional information.
- Preservation and reuse (also referred to as adaptive reuse). The alternative assumes that Zenith preserves and structurally stabilizes all of the existing historic resources on-site in a condition that may allow for potential future adaptive reuse. The components of the structural stabilization include foundations, structural, roofing, and exterior envelope, as well as a reasonable evaluation of the viability of applying preservation strategies to the structures, including a cost-benefit analysis that incorporates a reasonably available historic preservation program and tax incentives. However, no specific potential future uses are proposed as part of this alternative.

Following the public comment phase, the City ordered a study of an additional option: to fund rehabilitation and reuse of the main structure by building multi-family housing on the undeveloped portions of the property.

Summary of Findings

This summary outlines the conclusions in the FEIS for each option evaluated.

Alternatives Evaluated:

No action: The EIS found that leaving the structure in its current state would ultimately result in “demolition by neglect” (eventual loss of historic resources due to natural deterioration and/or vandalism.)

The inside of the building has significantly deteriorated due to forces of nature, neglect and trespassers. It presents a fire and safety hazard. If left to decay further, the City would eventually be forced to require demolition for safety reasons.

Demolition by property owner: The EIS found that demolition would result in a loss of historic resources, trees, and potentially wildlife habitat that would require mitigation measures. Residents would experience temporary environmental and traffic impacts during demolition (estimated at 5-6 months). The property owner would also be required to mitigate these impacts.

Preservation and reuse: This option may protect historic resources but would require funding to mothball the structure (close the facility to protect it for future use or sale). Appendix E of the Draft EIS is a Feasibility Analysis which looked at reuse of the building including multifamily residential rental housing, Senior Housing, and both a midscale hotel and an upscale hotel. The following exhibit summarizes the results of the feasibility analysis, including detailing the substantial amount of capital subsidy that would be needed to support the rehabilitation of the structure. Local residents would also experience temporary environmental and traffic impacts during mothballing (less than demolition).

	Multifamily rental	Senior housing	Midscale hotel	Upscale+ hotel
Total leasable area (square feet/hotel rooms)		72,000 square feet		208 hotel rooms*
Total revenue	\$1.61 million	\$2.05 million	\$5.81 million	\$12.43 million
Total NOI	\$1.28 million	\$1.48 million	\$1.51 million	\$2.78 million
Total value (assuming a 5% cap rate*)	\$25.62 million	\$29.68 million	\$30.21 million	\$55.73 million
Total cost	\$128.61 million	\$128.61 million	\$153.93 million	\$156.44 million
Yield on cost	1.00%	1.15%	0.98%	1.78%
Yield Target Performance	-500.0%	-421.7%	-512.2%	-321.3%
Subsidy needed	-\$107.25 million	-\$103.85 million	-\$128.75 million	-\$119.30 million
Subsidy needed after incentives	-\$50.78 million	-\$47.4 million	-\$62.45 million	-\$52.99 million
Subsidy needed after incentives (assuming lower stabilization costs)**	-\$44.69 million	-\$41.3 million	-\$56.36 million	-\$46.89 million

SOURCE: ECONorthwest, 2022

* The hotel room count is approximately the same area, in terms of square feet, as the multifamily and senior housing.

** See Exhibit 16 for details on lower stabilization costs. Though costs are reduced, there is a commensurate reduction in the eligible basis for historic tax credits and special property assessments, and therefore the value of these incentives.

The Feasibility Analysis made 6 key findings:

1. Rehabilitation Costs Pose a Significant Obstacle to Revenue Needs. The fully burdened project cost for rehabilitation alone is estimated at \$78.4 million and applies to the approximately 130,000 square feet of structure space. Including the fit out and other construction needs, the total rehabilitation cost is approximately \$990 to \$1,180 per square foot. The total development cost, for any use type, will be greater than top-of-market construction in downtown Seattle.
2. Building Space Efficiency Limits Revenue Potential of Rehabilitation Costs. The relative revenue-generating area (e.g., leasable area) is comparably less than a typical new construction

building. The lodge structure, as the primary building, is narrow by today's building space efficiency standards. The lodge building has substantially less leasable area per floor as compared to typical new construction and impacts the revenue potential of the core investments to rehabilitate the structure. Where most modern buildings target their efficiency (i.e., the leasable square footage as a percent of the gross square footage) at 85-90% (according to CoStar data for comparable properties in the area), the lodge has relatively less leasable area per floor reducing the efficiency to the 60% range.

3. Current assumed market prices do not support preservation of the existing building under any of the four use types evaluated. The total value generated by any of the four use types is not enough to cover the costs. The yield on cost results for all use types are less than one quarter of their target yield. This means that using current residential rents and hotel Average Daily Rates (ADR), for the baseline midscale hotel and the more optimistic upscale+ hotel, the project would need a significant subsidy to achieve real estate industry target yields.
4. Available financial incentives do not solve the financial feasibility gap. The historic preservation and C-PACER (Commercial Property Assessed Clean Energy + Resiliency) incentives are designed to lower the project costs of rehabilitating a historic structure. More specifically, these programs help reduce financing and operating costs. Given the nature of the scale of these costs identified in Finding #1, the incentives do indeed target a critical feature of the contemplated reuse construction. While these financial incentives do lower the cost of operating and financing the project, even after their application, the project would have to generate \$4-5 million more a year to service the debt on the project. For this to take place, net operating income (i.e., gross income less operating costs) would have to double. The analysis shows that historic preservation incentives help these projects, however, they fail to close the financial feasibility gap given that the baseline feasibility gap is so large.
5. Residential rents would need to increase substantially, beyond the pricing observed elsewhere in Washington, to make the use types financially feasible. Of the four use types, multifamily apartments and senior housing would need to see the greatest increase in revenue over current rents – a 560% and 445% increase respectively. For example, a 1,000 square foot apartment unit (typical size for a one-bedroom unit) currently rents for \$1,850 per month in the Des Moines marketplace. For the project to reach financial viability, a 1,000 square foot unit would need to rent for \$10,400. The necessary residential rents to make the project financially viable far exceed current or projected Des Moines residential market rents.
6. Hotel Average Daily Rates (ADR) would need to increase substantially, beyond the pricing observed elsewhere in Washington, to make the use types financially feasible. The average daily rate is the average price across all rooms per month. Like with the residential use types, both hotel concepts (the baseline midscale and the optimistic upscale+) would need to see an increase in ADRs - 290% to 230% increase respectively assuming the use of historic preservation incentives. The optimistic upscale+ hotel would need to see an ADR of \$375 which far exceeds historic averages for even downtown Seattle upper upscale hotel ADRs (approximately \$205 over the last 12 months), much less those in the Des Moines submarket. Like Finding #5, the ADR needed to make the project financially viable far exceeds the current or projected Des Moines market.

Based on the comments received during the DEIS comment period, the FEIS includes an additional analysis of whether development of the eastern portion of the property, which is approximately 18.45 acres, could cross-subsidize the adaptive reuse of the former Masonic lodge. This is not a proposal for development from the owner. These studies are contained within the four appendices in the FEIS and summarized below.

Additional preservation study: The idea to fund restoration of the main building by constructing multi-family housing elsewhere on the property was found to be not financially feasible. The EIS notes that costs linked to historic preservation are 2.3 times higher than typical multifamily construction, a cost difference for this project of over \$160 million. The independent consultants concluded that preservation and reuse is not feasible even with available preservation incentives and subsidies.

The economic analysis conducted by the Leland Group assumed the development of 280 apartments to offset preservation costs. It calculated that rents would have to dramatically exceed current market rates and that apartment rents would need to dramatically exceed current market rates, making them an estimated 32% higher than upscale apartments in Manhattan, New York City.

Figure 1. Proposed Site Plan with Historic Buildings and Apartments



Source: Northwest Vernacular.

Mitigating Impacts for Demolition Alternative

The EIS includes mitigation measures to reduce or eliminate impacts if the buildings were demolished. Table 1-1 lists the summary of Potential Impacts and Mitigation Measures. Below are highlighted some mitigation measures under the demolition alternative.

Archaeological resources from ground disturbance Impacts

- Develop and implement an Inadvertent Discovery Plan (IDP) during construction. See Draft EIS Appendix G. The IDP outlines procedures to perform in the event of an unanticipated discovery of cultural resources during demolition.

Historic Preservation/Historic Resource Impacts

- Prepare Historic American Buildings Survey (HABS) Level II Documentation. This would provide a public record of original construction, subsequent alterations, and conditions immediately prior to removal of the resources. This would reformat background information assembled for the 2023 Masonic Home of Washington Historic Report per HABS standards and include copies of original drawings and high-resolution digital photographs.
- Allow salvage companies, such as Second Use and similar, on-site prior to demolition for architectural salvage work.
- Provide an on-site location for an appropriately scaled historical interpretation installation to share the site's history, if property is redeveloped.
- One-time payment of \$1,161,560 to a dedicated preservation fund established and managed by the City of Des Moines. This fund would be used exclusively for the repair and rehabilitation of City of Des Moines-owned or managed Des Moines Landmarks, Properties of Local Significance, or National Register of Historic Places-listed properties. The intent is to provide support within the City of Des Moines for the retention of historic resources used by the public.

Construction/Demolition Impacts- Noise

- Prepare and implement a Construction Noise Reduction Plan.

Construction/Demolition Impacts– Soils/Erosion Control

- Temporary erosion and sediment control measures will be implemented to limit sediment inputs to receiving waters during and after construction.

Construction/Demolition Impacts – Plants and Animals

- Pre-construction bald eagle nest surveys shall be conducted to determine the presence of active bald eagle nests on or nearby the site and implementation of the National Bald Eagle Management Guidelines (2007) if present.
- Trees that are not marked for removal shall be protected to the maximum extent possible using tree protection fencing, or other means, to avoid impacts on trees.

Construction/Demolition Impacts – Water Quality

- A construction Stormwater Pollution Prevention Plan (SWPPP) will be developed and implemented
- Cleared areas shall be replanted with appropriate native species to stabilize soils following construction activities.

Construction/Demolition Impacts – Traffic

- Prepare and implement a Construction Management Plan (CMP), including truck haul routes.

More information:

A community meeting where residents can ask questions is scheduled for August 21, 6-8 p.m. The EIS and FEIS can be found online at the project website at: <http://www.desmoineswa.gov/zenitheis>. Hard copies of the Final EIS are available to view at the following locations:

City Hall

21630 11th Avenue S, Suite D

Des Moines, WA 98198

Open 9 a.m. to 4 p.m. on Monday – Friday.

Des Moines Public Library

21620 11th Avenue S

Des Moines, WA 98198

Woodmont Public Library

26809 Pacific Hwy S

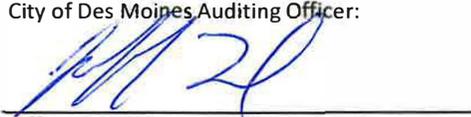
Des Moines, WA 98198

CITY OF DES MOINES
Voucher Certification Approval
August 7, 2025
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.

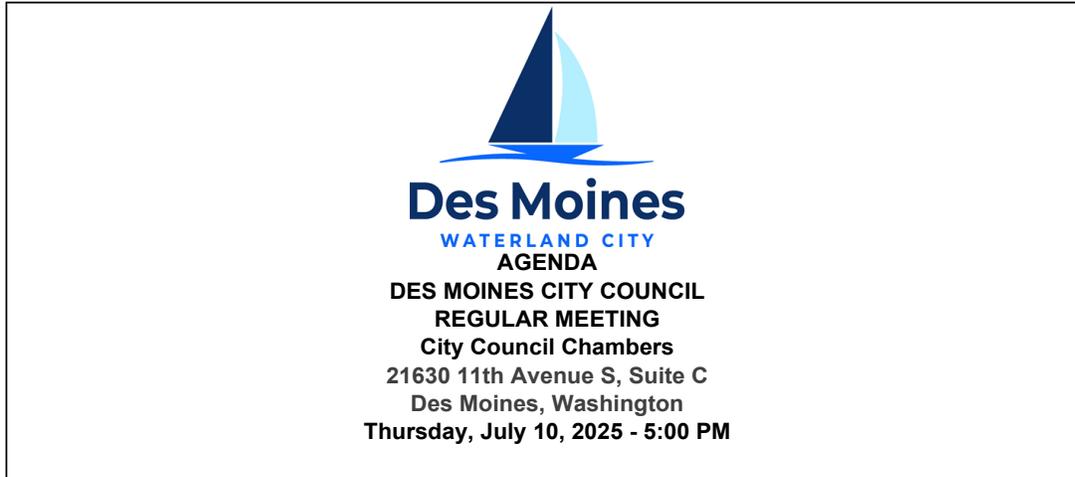
As of **August 7, 2025** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through July 24, 2025 and payroll transfers through July 18, 2025 included in the attached list and further described as follows:

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		12165	12223	1,022,023.60
Wires		3031	3040	599,249.28
AP Checks		166918	166929	57,435.02
Voided Checks		12194, 165114,	166753	(4,931.00)
Total Vouchers paid				1,673,776.90
Payroll Vouchers				
Payroll Checks		19974	19986	12,379.51
Payroll Advice	7/18/2025	14254	14421	498,128.12
Total Paychecks & Direct Deposits				510,507.63
Total checks and wires for A/P & Payroll				2,184,284.53



CITY COUNCIL COMMITTEE OF THE WHOLE

5:00 p.m. - 5:50 p.m.

CALL TO ORDER

Mayor Traci Buxton called the Committee of the Whole meeting to order at 5:00 p.m.

ROLL CALL

Council Present:

Mayor Traci Buxton; Deputy Mayor Harry Steinmetz; Councilmember Yoshiko Grace Matsui; Councilmember JC Harris; and Councilmember Matt Mahoney

Council via Zoom:

Councilmember Jeremy Nutting; and Councilmember Gene Achziger

Staff Present:

City Manager Katherine Caffrey; City Attorney Tim George; Assistant City Attorney Matt Hutchins; Director of Administrative Services Bonnie Wilkins; Harbormaster Scott Wilkins; Public Works Director Mike Slevin; Finance Director Jeff Friend; City Prosecutor Tara Vaughn; Community Development Director Rebecca Deming; Director of Court Administration Melissa Patrick; Surface Water and Environmental Engineering Manager Tyler Beekley; IT Operations Supervisor Chris Pauk; Deputy City Clerk Sara Lee; and City Clerk Taria Keane

COMMITTEE OF THE WHOLE ITEMS

Regular Meeting Minutes
July 10, 2025

SURFACE WATER MANAGEMENT UTILITY TREE PRESERVATION PROGRAM

- Surface Water and Environmental Engineering Manager Tyler Beekley gave Council a PowerPoint Presentation on the Surface Water Management Utility Tree Preservation Program.

~~IMPLEMENTATION OF WA DEPARTMENT OF COMMERCE GRANT FOR ECONOMIC ANALYSIS OF THE ELECTRIC WATER TAXI PILOT PROGRAM~~

CITY COUNCIL REGULAR MEETING

6:00 p.m. - 9:00 p.m.

CALL TO ORDER

Mayor Traci Buxton called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Yoshiko Grace Matsui.

CORRESPONDENCE NOT PREVIOUSLY RECEIVED BY COUNCIL

- No additional correspondence outside of the emails already received by Council.

COMMENTS FROM THE PUBLIC

- Sheena Muston, Wanting to Meet with Mayor and Police Chief
- Chuck Coleman, Shark in the Park, Redondo Pier Reconstruction Project, City Strategic Plan and Consulting Agreement with Raftelis
- Karen Schartman, Redondo Community Association Support for the Anti-Cruising Ordinance

REGIONAL COMMITTEE REPORT

SOUND CITIES ASSOCIATION PUBLIC ISSUES COMMITTEE: Deputy Mayor Harry Steinmetz

- Deputy Mayor Harry Steinmetz provided an update on the recent Sound Cities Association Public Issues Committee meeting held July 9, 2025.

CITY MANAGER REPORT/PRESENTATIONS/BRIEFINGS

Regular Meeting Minutes
July 10, 2025

Item 1: INVESTMENT POLICY UPDATE

- Finance Director Jeff Friend gave Council a PowerPoint Presentation on the Investment Policy.

Item 2: CREDIT CARD POLICY UPDATE

- Finance Director Jeff Friend gave Council a PowerPoint Presentation on the Credit Card Policy.

CONSENT AGENDA

Item 1: APPROVAL OF VOUCHERS

Motion: To approve the payment vouchers through June 26, 2025 and payroll transfers through June 20, 2025 in the attached list and further described as follows:

EFT Vendor Payments	#1203-12097	\$907,284.98
Wires	#3003-3013	\$480,416.41
Accounts Payable Checks	#166831-166878	\$348,592.94
Payroll Checks	#19951-19952	\$2,774.67
Payroll Advice	#13928-14087	\$469,618.88
Payroll Advice	#14088-14088	\$1,476.77

Total Checks and Wires for A/P & Payroll: \$2,210,164.65

Item 2: INVESTMENT POLICY UPDATE

Motion 1: To enact Draft Ordinance No. 25-042 relating to municipal finance, repealing Des Moines Municipal Code Chapter 3.12 Investment Policy.

Motion 2: To enact Draft Resolution No. 25-043 relating to municipal finance, adopting the Draft Investment Policy.

Item 3: CREDIT CARD POLICY UPDATE

Motion: To approve Draft Ordinance No. 25-048 relating to municipal finance, amending Des Moines Municipal Code Chapter 3.20 Credit Card Policy.

Item 4: THERAPEUTIC COURT GRANT UPDATE

Motion: To accept the grant from the Washington Administrative Office of the Courts in the amount of \$33,500 and authorize the Director of Court Administration to sign the contract substantially in the form as attached.

- Item 5: 10TH AND 270TH CONSTRUCTION CONTRACT AWARD
Motion: To approve the Public Works Contract with Interstate Excavating LLC for the 10th and 270th Pipe Project, in the amount of \$89,773.56, authorize a project construction contingency in the amount of \$15,000, and further authorize the City Manager to sign said Contract substantially in the form as submitted.

Direction/Action

Motion made by Councilmember Jeremy Nutting to approve the Consent Agenda; seconded by Deputy Mayor Harry Steinmetz. Motion passed 7-0.

UNFINISHED BUSINESS

- Item 1: REDONDO FISHING PIER REPLACEMENT PROJECT - CONSTRUCTION CONTRACT AND CONSULTANT SERVICES AGREEMENT AWARD
Public Works Director Mike Slevin gave Council a PowerPoint Presentation about the Redondo Fishing Pier Replacement Project Construction Contract and Consultant Services Agreement Award.

Direction/Action

Motion 1: made by Deputy Mayor Harry Steinmetz to direct administration to bring forward a budget amendment to the 2025-2030 Capital Improvement Plan and the 2025 Capital Budget to include the amended Redondo Fishing Pier Replacement Project as described herein, and include such amendment in the next available budget amendment ordinance; seconded by Councilmember Matt Mahoney. Motion passed 7-0.

Motion 2: made by Deputy Mayor Harry Steinmetz to approve the Public Works Contract with Redside Construction LLC, for the Redondo Fishing Pier Replacement Project in the amount of \$3,773,986.34, authorize a project construction contingency in the amount of \$566,000.00, and further authorize the City Manager to sign said Contract substantially in the form as submitted; seconded by Councilmember Matt Mahoney. Motion passed 7-0.

Motion 3: made by Deputy Mayor Harry Steinmetz move to approve the Consultant Services Contract with Exeltech Consulting Inc. to provide Construction Administration and Inspection Services for the Redondo Fishing Pier Replacement Project in the amount of \$610,472.00, and further authorize the City Manager to sign said Task Assignment

Regular Meeting Minutes
July 10, 2025

substantially in the form as submitted; seconded by Councilmember Matt Mahoney.
Motion passed 7-0.

Item 2: CITY COUNCIL PROTOCOL MANUAL UPDATE AND ADOPTION
City Attorney Tim George gave a presentation on the City Council Protocol Manual Update and Adoption.

Direction/Action

Motion: made by Deputy Mayor Harry Steinmetz to pass Draft Resolution No. 25-074, updating the City of Des Moines City Council Protocol Manual; seconded by Councilmember Yoshiko Grace Matsui
Motion passed 5-2.

For: Mayor Traci Buxton, Deputy Harry Steinmetz, Councilmember Matt Mahoney, Councilmember Yoshiko Grace Matsui, and Councilmember Gene Achziger.

Against: Councilmember JC Harris, and Councilmember Jeremy Nutting.

At 7:25 p.m. Councilmember Jeremy Nutting left the meeting.

NEW BUSINESS

Item 1: ANTI-CRUISING ORDINANCE
Assistant City Attorney Matthew Hutchins gave Council a PowerPoint Presentation on the Anti-Cruising Ordinance.

Direction/Action

Motion: made Councilmember Gene Achziger to move Draft Ordinance 25-065 prohibiting cruising to the next available consent agenda; seconded by Councilmember Yoshiko Grace Matsui.

Amended Motion: made by Deputy Mayor Harry Steinmetz to add a sentence "such designation shall remain in place only as long as the next two City Council Meetings".
Amended Motion fails for lack of second.

Main Motion passed 5-0

For: Mayor Traci Buxton, Deputy Mayor Harry Steinmetz, Councilmember Matt Mahoney, Councilmember Yoshiko Grace Matsui.

Regular Meeting Minutes
July 10, 2025

Abstained: Councilmember JC Harris

- Item 2: CITY STRATEGIC PLAN & FACILITATION SERVICES - PROFESSIONAL SERVICES AGREEMENT WITH RAFTELIS
City Manager Katherine Caffrey gave Council a PowerPoint Presentation on the City Strategic Plan & Facilitation Services- Professional Services Agreement with Raftelis.

Direction/Action

Motion made by Councilmember Yoshiko Grace Matsui to approve the Professional Services Consultant Agreement with Raftelis for the City Strategic Plan and Facilitation Services in the amount of \$74,900, and further authorize the City Manager to sign said Contract substantially in the form as submitted; seconded by Councilmember Matt Mahoney. Motion passed 6-0.

- Item 3: ~~CONSULTANT SERVICES CONTRACT WITH NELSON\NYGAARD~~
~~Presentation By: Consultant Dan Eernisse~~

- Item 4: TELECOMMUNICATIONS FRANCHISE AGREEMENT WITH HYPERFIBER
Assistant City Attorney Matthew Hutchins gave Council a PowerPoint Presentation on the Telecommunications Franchise Agreement with Hyperfiber.

Direction/Action

Motion made by Councilmember Matt Mahoney to pass Draft Ordinance No. 25-038 regarding a telecommunications Franchise Agreement with HyperFiber to a second reading on July 24, 2025; seconded by Deputy Mayor Harry Steinmetz. Motion passed 6-0.

- Item 5: NEW AGENDA ITEMS FOR CONSIDERATION

There were no new items for future consideration.

COUNCILMEMBER REPORTS

(4 minutes per Councilmember) - 30 minutes

COUNCILMEMBER YOSHIKO GRACE MATSUI

- Waterland Parade
- Summer Concerts
- Budget Process/Priorities

Regular Meeting Minutes
July 10, 2025

COUNCILMEMBER JC HARRIS

- Opening of SR 509 on 24th Avenue

COUNCILMEMBER GENE ACHZIGER

- Shark in the Park at Wooton Park
- Waterland Children's Festival on July 18th
- Waterland Parade
- Light Rail Opening

COUNCILMEMBER MATT MAHONEY

- Ribbon Cutting for Slide at the Field House
- Shark in the Park

DEPUTY MAYOR HARRY STEINMETZ

- Shark in the Park
- Lunch Meeting with King County Council Members Teresa Mosqueda and De Sean Quinn to discuss Ferry
- Sound Cities Association Public Issues Committee
- Second Love Coffee Roaster Ribbon Cutting
- Waterland Children's Festival and Parade

PRESIDING OFFICER'S REPORT

- The Mayor's Minute
- City Strategic Plan

NEXT MEETING DATE

July 24, 2025 City Council Regular Meeting

ADJOURNMENT

Direction/Action

Motion: made by Councilmember Yoshiko Grace Matsui to adjourn the meeting; seconded by Councilmember Matt Mahoney.
Motion passed 6-0.



AGENDA
DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue S, Suite C
Des Moines, Washington
Thursday, July 24, 2025 - 6:00 PM

CALL TO ORDER

Mayor Traci Buxton called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Jeremy Nutting.

ROLL CALL

Council Present:

Mayor Traci Buxton; Deputy Mayor Harry Steinmetz; Councilmember Gene Achziger; Councilmember JC Harris; and Councilmember Matt Mahoney

Council via Zoom:

Councilmember Yoshiko Grace Matsui and Councilmember Jeremy Nutting

Staff Present:

City Manager Katherine Caffrey; Assistant City Attorney Matt Hutchins; Assistant Police Chief Cory Stanton; Director of Administrative Services Bonnie Wilkins; Harbormaster Scott Wilkins; City Prosecutor Tara Vaughn; Planning & Development Services Manager Laura Techico; City Engineer Tommy Owen; IT Manager Chris Pauk; City Clerk Taria Keane; and Deputy City Clerk Sara Lee

CORRESPONDENCE NOT PREVIOUSLY RECEIVED BY COUNCIL

- No additional correspondence outside of the emails already received by Council.

COMMENTS FROM THE PUBLIC

- Cory Cox, ICE and Des Moines Police Department
- Pierre Blossé, Des Moines Legacy Foundation

REGIONAL COMMITTEE REPORT

Highline Forum: Councilmember Matt Mahoney

- Councilmember Matt Mahoney provided an update on the Highline Forum meeting held on July 23, 2025.

Puget Sound Regional Council Executive Board Meeting: Mayor Traci Buxton

- Mayor Traci Buxton provided Council an update on the Puget Sound Regional Council Executive Board meeting held on July 24, 2025.

CITY MANAGER REPORT/PRESENTATIONS/BRIEFINGS

- Item 1: PHASE 3 OF THE SOUTH LINK CONNECTIONS PROJECT
- Sound Transit Staff: Amanda Pleasant-Brown, Government Relations Administrator – Local Policy & Government Affairs Lead, Cristina Gonzalez, Community Engagement - Senior Community Engagement Planner, and Ryan Miller, Service Planning - Transportation Planner III gave Council a PowerPoint Presentation on Phase 3 of the South Link Connections Project.

CONSENT AGENDA

- Item 1: APPROVAL OF VOUCHERS
- Motion:** To approve the payment vouchers through July 10, 2025 and payroll transfers through July 03, 2025 in the attached list and further described as follows:

EFT Vendor Payments	#12098-12164	\$ 790,497.09
Wires	#3014-3030	\$ 381,050.66
Accounts Payable Checks	#166879-166917	\$ 881,921.46
Payroll Checks	#19953-19973	\$ 9,885.52
Payroll Advice	#14089-14253	\$490,798.27

Total Checks and Wires for A/P & Payroll: \$2,554,153.00

- Item 2: APPROVAL OF MINUTES

Regular Meeting Minutes
July 24, 2025

Motion: To approve the minutes from the City Council Study Session held on June 05, 2025, as well as the City Council Regular Meetings held on June 12, 2025, and June 26, 2025.

Item 3: ANTI-CRUISING ORDINANCE - 2nd Reading

Motion: To approve Draft Ordinance No 25-065 prohibiting cruising.

Item 4: TELECOMMUNICATIONS FRANCHISE AGREEMENT WITH HYPERFIBER - 2nd Reading

Motion: To adopt Draft Ordinance No. 25-038 approving a Telecommunications Franchise Agreement with HyperFiber.

Item 5: 2025 DOE LOCAL SOLID WASTE FINANCIAL ASSISTANCE AGREEMENT

Motion: To authorize the City Manager to sign the 2025-2027 Local Solid Waste Financial Assistance Grant agreement between the City of Des Moines and the Washington State Department of Ecology, substantially in the form as attached.

Direction/Action

Motion made by Councilmember Jeremy Nutting to approve the Consent Agenda as read; seconded by Councilmember Matt Mahoney.

Councilmember Gene Achziger pulled Consent Agenda Item #3.

The remainder of the Consent Agenda passed 7-0.

Council discussed Consent Agenda Item #3.

Amended Motion made by Councilmember Gene Achziger to amend section 4 of draft ordinance 25-065 to add a subsection 6 to read as follows: Any vehicle taking part in a City-sanctioned cruising event and I move to amend subsection 2 of section 2 of draft ordinance 25-065 to add the following: Designation by the Chief of Police under this subsection shall expire after 30 days unless terminated earlier by the Chief of Police or by adopted motion of the City Council; seconded by Deputy Mayor Harry Steinmetz.

Amendment passed 6-1.

For: Mayor Traci Buxton; Deputy Mayor Harry Steinmetz; Councilmember Gene Achziger, Councilmember Yoshiko Grace Matsui, Councilmember Matt Mahoney, and Councilmember Jeremy Nutting.

Against: Councilmember JC Harris.

Regular Meeting Minutes
July 24, 2025

Amended Main Motion passed 6-1.

For: Mayor Traci Buxton; Deputy Mayor Harry Steinmetz;
Councilmember Gene Achziger, Councilmember Yoshiko Grace Matsui,
Councilmember Matt Mahoney, and Councilmember Jeremy Nutting.

Against: Councilmember JC Harris.

NEW BUSINESS

Item 1: CITIZEN'S ADVISORY BOARD ORDINANCE

- City Prosecutor Tara Vaughn gave Council a PowerPoint Presentation on the Citizen's Advisory Board Ordinance.

Direction/Action

Motion made by Mayor Traci Buxton to amend the Ordinance so that the Presiding Officer of the Citizen's Advisory Committee be the Deputy Mayor; seconded by Deputy Mayor Harry Steinmetz.

Motion passed 6-1.

For: Mayor Traci Buxton; Deputy Mayor Harry Steinmetz;
Councilmember Gene Achziger, Councilmember Yoshiko Grace Matsui,
Councilmember Matt Mahoney, and Councilmember Jeremy Nutting.

Against: Councilmember JC Harris.

Motion made by Deputy Mayor Steinmetz to pass Draft Ordinance No. 25-062 as amended to a second reading on September 11, 2025; seconded by Councilmember Matt Mahoney.

Motion passed 6-1.

For: Mayor Traci Buxton; Deputy Mayor Harry Steinmetz;
Councilmember Gene Achziger, Councilmember Yoshiko Grace Matsui,
Councilmember Matt Mahoney, and Councilmember Jeremy Nutting.

Against: Councilmember JC Harris.

COUNCILMEMBER REPORTS

(4 minutes per Councilmember) - 30 minutes

COUNCILMEMBER JEREMY NUTTING

- No Report

Regular Meeting Minutes
July 24, 2025

COUNCILMEMBER JC HARRIS

- Regional Transit Committee
- King County Flood Control District
- Highline Forum

COUNCILMEMBER GENE ACHZIGER

- Des Moines Legacy Foundation Events

COUNCILMEMBER MATT MAHONEY

- Destination Des Moines Waterland Parade
- Six Gill Shark Capital of the World
- Des Moines Farmers Market
- Blues and Brews Festival

COUNCILMEMBER YOSHIKO GRACE MATSUI

- Summer City Events

DEPUTY MAYOR HARRY STEINMETZ

- Des Moines Farmers Market
- Shark in the Park
- Yoga on the Deck at Sound View Park
- Second Love Coffee Ribbon Cutting
- South Sound Alliance Meeting
- Destination Des Moines Waterland Parade

PRESIDING OFFICER'S REPORT

- Mayor's Minutes
- Met with folks from Wesley
- Visited Ages and Stages
- Music in the Park

NEXT MEETING DATE

August 07, 2025 City Council Regular Meeting

ADJOURNMENT

Direction/Action

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

Regular Meeting Minutes
July 24, 2025

Motion passed 7-0.

The meeting adjourned at 7:24 p.m.

[Projected Future Agenda Items](#)

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Comprehensive Plan Update

FOR AGENDA OF: August 7, 2025

ATTACHMENTS:

1. [Comprehensive Plan Changes 8.7.25 Chart](#)
2. [Chapter 3: Transportation Element – Proposed](#)
3. [Chapter 3: Transportation Element - Current](#)
4. [PSRC Comment Letter](#)
5. [Chapter 3: Transportation Element – PSRC Comment Response](#)

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: July 28, 2025

CLEARANCES:

- City Clerk _____
- Community Development 
- Courts _____
- Finance _____
- Human Resources _____
- Legal /s/ 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 Council to consider Chapter 3: Transportation Element of the Des Moines Comprehensive Plan Periodic Update.

Background

The Des Moines Comprehensive Plan is a policy document that describes how the City will manage its growth and provide necessary services and facilities over a 20-year planning horizon (Year 2044). Des Moines is designated as a High Capacity Transit Community and needs to plan for an additional 3,800 housing units, 2,380 new jobs and 726 net new permanent Emergency Housing Units by 2044.

The comprehensive plan includes 12 elements that address community characteristics; land use; transportation; conservation and environment; capital facilities, utilities and public services; parks, recreation and open space; housing; economic development; neighborhoods (North Central, Marina District and Pacific Ridge); and health. Each element includes a general summary of existing conditions along with goals and policies, and implementation strategies that indicate how the city, programs, and priorities will implement the Plan’s goals and policies.

The periodic update requires a thorough review of each element of the Plan to ensure it reflects new laws and requirements, demonstrates capacity to meet our growth targets, responds to changing conditions within the community and addresses agency, tribal, and community interests expressed via our public outreach efforts.

To help frame the scope of our update, our consultant AHBL completed a review of the existing comprehensive plan and development regulations for consistency with the Washington State Department of Commerce’s update checklists, legislative amendment to the Growth Management Act (GMA), Vision 2050 and Countywide Planning Policies (CPPs), and identified updates needed to comply with these requirements.

Council History

- 6/22/2023: Economic Development Committee Briefing
- 7/13/2023: City Council Briefing
- 1/25/2024: Economic Development Committee Update (Timeline)
- 3/28/2024: Economic Development Committee Presentation (Introduction and Land Use Elements)
- 4/11/2024: Environment Committee Presentation (Conservation and Environment Element)
- 4/25/2024: Economic Development Committee Presentation (Economic Development, North Central Neighborhood, Marina District, and Pacific Ridge Elements)
- 5/9/2024: Environment Committee (Conservation and Environment Element Follow-up)
- 5/9/2024: Transportation Committee (Comp Plan Briefing and Transportation Goals)
- 6/22/2024: Economic Development Committee (Comp Plan Housing Bills Update)
- 6/27/2024: Economic Development Committee (Capital Facilities, Utilities & Public Services, and Parks, Recreation & Open Space Elements)
- 7/25/2024: Economic Development Committee (Healthy Des Moines Element)
- 9/26/2024: Economic Development Committee (Housing Element)

Public Outreach

Dedicated Website: <https://imaginedesmoines2044.com/>
Public Survey open from 7.27.23 – 12.4.23 with 482 Responses
Booth at Farmers Market & National Night Out
City Currents Articles

Discussion

Chapter 3: Transportation Element

Transportation is one of 14 statewide planning goals under the GMA. Per RCW 36.70A.020(3), GMA encourages local jurisdictions, through comprehensive plans and development regulations, to provide efficient multimodal transportation systems that will reduce greenhouse gas emissions and per capita vehicle miles traveled and are based on regional priorities and coordinated with county and city comprehensive plans. GMA transportation related goals include:

- Transportation: Encourage efficient multimodal transportation systems that will reduce greenhouse gas emissions and per capita vehicle miles traveled and are based on regional priorities and coordinated with county and city comprehensive plans.
- Public facilities and services: Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.
- Climate change and resiliency: Ensure that comprehensive plans, development regulations, and

regional policies, plans, and strategies adapt to and mitigate the effects of a changing climate; support reductions in greenhouse gas emissions and per capita vehicle miles traveled; prepare for climate impact scenarios; foster resiliency to climate impacts and natural hazards; protect and enhance environmental, economic, and human health and safety; and advance environmental justice.

As part of the Comprehensive Plan Update, the project team incorporated several changes to the 2015 Transportation Element to align with current regional and State guidance and meet updated certification requirements. Additionally, these updates incorporate community input. This memo provides a summary of the updates to the Transportation Element and associated references.

Updated Guidance and Requirements

The project team referenced the following regional and State guidance and requirements in updating the Des Moines Transportation Element:

- [Periodic Update Checklist for Fully-Planning Cities](#), Washington State Department of Commerce, (Revised November 2023)
- [VISION 2050 PLANNING RESOURCES – Plan Review Manual](#), Puget Sound Regional Council (PSRC), (Updated September 2022)
- [VISION Consistency Tool for Local Comprehensive Plans](#), PSRC, (Updated September 2022)
- [Countywide Planning Policies, King County](#) (Updated November 2023)

Key Updates to the Transportation Element

The key updates to the Transportation Element are presented in subsequent sections.

Goals and Policies

The project team reviewed the City’s existing goals and policies and identified areas that may benefit from additional context or updates. The updates were based on the updated guidance and requirements listed in prior sections as well as community input from a survey conducted by City staff in 2023. Updates to the goals and policies included minimal language edits and also substantial refinements to incorporate new or updated regional and State guidance and requirements. One new goal was introduced to capture the need to prepare for changes in transportation technologies and mobility patterns per PSRC requirements. Six policies and 16 implementation strategies were introduced to support the updated goals. The key rationales for updating the goals and policies include:

- Prioritizing safety, active modes of transportation, and the development of a transportation system that is accessible to all users and is adaptive to changes.
- Incorporating multimodal level of service as a measure of the performance of the transportation system.
- Promoting safe, sustainable, and efficient movement of freight and goods movement

Technical Data and Analysis

Multiple datasets were collected and analyzed to provide a comprehensive understanding of existing and future transportation conditions. The key updates and changes from the 2015 Transportation Element include:

- **Multimodal Level of Service (MMLOS):** Introduced MMLOS as a performance measure of the

City's transportation system, incorporating metrics such as Pedestrian Level of Traffic Stress (PLTS), Bicycle Level of Traffic Stress (BLTS), Transit Level of Service (LOS), and considerations for efficient freight and goods movement.

- **Des Moines Travel Demand Model:** Developed a customized travel demand model to forecast future traffic volumes based on land use and planned transportation improvements. This effort informed future vehicle operations analysis and identified infrastructure needs.
- **Safety Analysis:** Reviewed collision data on City streets and state routes in Des Moines to identify collision hotspots and overall transportation safety trends.
- **Project Prioritization and Funding Evaluation:** Compiled a transportation project list and evaluated funding availability to distinguish between fiscally constrained and unfunded projects.

Staff met with Puget Sound Regional Council (PSRC) on July 31, 2025, for a review of the draft Transportation Element to collaborate for certification after adoption. See Attachment 5 for the redlines proposed to address the comments provided by PSRC.

Documentation Structure

Given the updates to the technical data and analysis, the structure of the Transportation Element chapter is different. The updated documentation includes the following new sections:

- **Transportation Planning Context:** Describes the current state of Des Moines' transportation network for all modes and identifies current challenges and trends.
- **Public Input:** Details outreach efforts as part of the Comprehensive Plan Update.
- **Transportation Project List:** Provides a prioritized capital project list to help Des Moines work towards the future transportation vision.
- **Funding and Implementation:** Evaluates Des Moines' projected financial capacity for transportation improvements and provides guidance on implementing the plan.

The Transportation Element was a completely new rewrite and therefore is not provided in redlined format. The linked summary of changes chart compares the changes in goals and policies in the element only.

Council Direction

Staff is looking for Council approval of the Transportation Element or Council consensus on changes for the Council Public Hearing and possible adoption. Staff will bring back the approved Chapters for Council Public Hearing and possible adoption as a whole Comprehensive Plan.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Barnes Creek Trail Project – Public Works Construction Contract Award and Consultant Services Agreement

FOR AGENDA OF: August 7, 2025

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: July 31, 2025

ATTACHMENTS:

1. CIP Budget Worksheet
2. Public Works Contract
3. Psomas Inc. Consultant Services Contract for Construction Administration and Inspection Services
4. Joint Utility Trench Agreement with Comcast
5. System Access Fund Project Agreement with Sound Transit
6. Ceccanti Bid Proposal Package

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *AG*

Purpose and Recommendation

The purpose of this agenda item is to request City Council approval to direct administration to bring forward an amendment to the 2025-2030 Capital Budget (Attachment 1), seek approval of the Public Works Contract with Ceccanti, Inc. (Attachment 2), seek approval of the Consultant Services Contract with Psomas, Inc. for Construction Administration and Inspection Services (Attachment 3), seek approval of the Joint Utility Trench Agreement with Comcast (Attachment 4), and seek acceptance of the System Access Fund Project Agreement with Sound Transit (Attachment 5).

Suggested Motions

Motion 1: “I move to direct administration to bring forward a budget amendment to the 2025-2030 Capital Improvement Plan and the 2025 Capital Budget to include the amended Barnes Creek Trail 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 Ceccanti, Inc. (Contractor) for the Barnes Creek Trail Project in the amount of \$5,883,017.80, and authorize a project construction contingency in the amount of \$590,000.00, 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 Psomas, Inc. to provide Construction Administration and Inspection Services for the Barnes Creek Trail Project in the amount of \$952,419.00, and further authorize the City Manager to sign said Consultant Services Contract substantially in the form as submitted.”

Motion 4: “I move to approve the Joint Utility Trench Agreement with Comcast for the Barnes Creek Trail Project and further authorize the City Manager to sign said Agreement substantially in the form as submitted”

Motion 5: “I move to accept the Sound Transit System Access Funds for the Barnes Creek Trail Project in the amount of \$1,985,000, and further authorize the City Manager to sign the System Access Fund Project Agreement substantially in the form as submitted.”

Background

The Barnes Creek Trail/S 240th Street Improvements Project is a key infrastructure initiative that connects two critical elements of the City of Des Moines’ long-term transportation plans. It will complete the unfinished South Segment of the Barnes Creek Trail between 16th Ave S and Highline College, as well as Segment 2 of the S 240th Street Corridor Improvements between 16th Ave S and 20th Ave S.

The Barnes Creek Trail Project involves widening S 240th Street and adding nonmotorized improvements, including construction of the Barnes Creek Trail on the north side of the roadway. The project also includes installation of curb, gutter, and sidewalk on the south side of S 240th Street, along with other related construction work. Additionally, a new water main will be installed along S 240th Street within the project limits, in coordination with Highline Water District.

At the November 16, 2023, City Council meeting, the City approved a consultant contract agreement with KPG Psomas to provide engineering design and right-of-way acquisitions services. Council also authorized acceptance of a WA State Legislative appropriation for the project in the amount of \$3,500,000.

At the February 13, 2025, City Council meeting, the City approved a consultant contract amendment with Psomas Inc. to finalize the right-of-way acquisition and utility coordination.

At the May 22, 2025, City Council meeting, the City approved an Interlocal Agreement with Highline Water District. This agreement allows Highline Water District to integrate their work into the City’s design and construction of the Barnes Creek Trail Project.

Following the completion of the design phase, a solicitation for Bids was published on July 8, 2025 and a public Bid Opening was held on July 29, 2025.

Discussion

Budget Amendment (Motion #1)

The proposed CIP Project Worksheet (Attachment 1) for the Barnes Creek Trail Project TRCIP0008 illustrates 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 Barnes Creek Trail Project was advertised for bids in accordance with state law, and requirements for competitive bidding of public works contracts. There were 10 bids received for the project. The bid was publicly opened and read out loud on July 29, 2025 by the City Clerk and summarized below.

BID RESULTS

<u>Engineer’s Estimate (including tax)</u>	<u>\$6,432,391.98</u>
<u>Contractor Name</u>	<u>Bid Proposal</u>
Ceccanti, Inc. (Responsive Low Bid)	\$ 5,883,017.80
Reed Trucking & Excavating	\$ 6,000,700.52
Fury Site Works	\$ 6,105,574.16
RW Scott Construction	\$ 6,110,903.73
ACI Active Construction	\$ 6,125,125.00
Pivetta Brothers	\$ 6,582,851.30
SCI Infrastructure, Inc.	\$ 6,711,140.33
PCI Pacific Civil and Infrastructure	\$ 6,915,213.03
OMA Construction, Inc.	\$ 7,166,990.90
Mid Mountain Contractors, Inc.	\$ 9,172,488.25

The bid proposal and contractor qualifications have been reviewed and staff finds that the low bid is responsive and recommends award of the contract to Ceccanti, Inc.

Construction Administration and Inspections 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 February of 2025, City staff prepared and advertised a Request for Proposal (RFP) for construction administration and inspection of the project. The City received 5 proposals from consulting firms that were reviewed and scored by a committee of City staff. Staff determined through this review process that Psomas Inc. was best qualified to provide Construction Administration and Inspection Services and requested their services.

The scope of work for Psomas Inc. includes the following services: conducting a pre-construction conference involving key stakeholders; conduct weekly construction meetings; providing engineer of record services; 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. City staff will assist in preparing daily diaries; documenting issues and progress in meeting construction schedule commitments; performing daily inspection to ensure quality workmanship.

Joint Utility Trench Agreement with Comcast (Motion #4)

A Joint Utility Trench Agreement to incorporate Comcast's work into the City's project would be mutually beneficial. This would allow the construction of the project to be less disruptive to the public than if Comcast undertook their work separately, as well as maximize the economy of scale cost benefit. Based on the bid proposal, Comcast's share of the project is approximately \$290,000, including sales tax associated with the work.

System Access Fund Project Agreement with Sound Transit (Motion #5)

In September of 2019, the City was awarded Sound Transit System Access Funds for the Barnes Creek Trail Project. The \$1,985,000 award is part of the \$100M Sound Transit System Access Program that provides local governments the funding to create safe sidewalks, protected bike lanes, and shared used paths.

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 with funding partners, the associated \$5,600,000.00 in grant funding, busy current bidding climate, and expected future cost inflation.

(Motion #2) - Reject Bid

The City Council could direct staff to reject the Bid Proposal and re-submit for construction bids at a later time. However, this would only delay the project and most likely result in higher construction cost due to inflation.

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

The City Council could elect not to approve the Task Assignment with Psomas Inc. for Construction Administration and Inspection Services. The City does not have adequate resources to perform complete Construction Administration and Inspection in compliance with general project requirements or the WSDOT LAG Manual. Council could direct staff to solicit for proposals, but this will cause project delay and potentially need to re-bid the project. Additionally, solicitation for proposals will result in potentially (3) additional separate project contracts; construction management, Engineer of Record, and materials testing.

(Motion #4) – Not Approve the Joint Utility Trench Agreement with Comcast

The City Council could elect not to enter into a Joint Utility Trench Agreement with Comcast. The City would then need to wait for Comcast to complete their infrastructure project prior to the City moving forward with the roadway work. This introduces potential significant project delay, costs, and risk in future utility conflicts.

(Motion #5) – Not Accept System Access Fund Project Agreement with Sound Transit

City Council can elect not to accept the Sound Transit System Access Funds. This will delay the project as well as jeopardize any future Sound Transit project funding opportunities.

Financial Impact

The City's amended CIP Budget Worksheet include revenues to accommodate full project funding for the Public Works Contract and Consultant Agreement for Construction Administration and Inspection, and project contingency.

Recommendation

Staff recommends the adoption of the motion(s).

Council Committee Review

The Transportation Committee has been routinely updated on the status of this project.

**CITY OF DES MOINES
2025-2030 CAPITAL IMPROVEMENT PLAN
(Amount in Thousands)**

Barnes Creek Trail	Project #	TRCIP0008
-	Previous Project #	

<i>Summary Project Description:</i>
Widen S. 240th Street roadway to three lanes at the intersections of 16th Ave and 20th Ave S. and provide a multi-use trail on the north side (Barnes Creek Trail), bike lane on the south side, transit stops, curb, gutter, and planter strips where feasible. Trail will provide connectivity between the Barnes Creek Trail on 16th Ave S. and Highline College

CIP Category: Transportation - Capital Projects

Managing Department: Plan, Build & PW Admin

Justification/Benefits: The need for pedestrian and bicycle facilities along S. 240th St. and continuation of the Barnes Creek Trail is identified in the City's Comprehensive Transportation Plan and the Six Year Transportation Improvement Plan. S. 240th St. has residential properties and Highline College that generate pedestrian and bicycle traffic along the shoulder of the road. Pedestrians use this route to access bus stops, Highline College, and the Pacific Highway corridor. The Barnes Creek Trail multi-use path will ultimately connect Highline College to South 216th St. via S. 240th St, 16th Ave S., and adjacent historic SR509 right-of-way between Kent Des Moines Rd., and S. 216th St.

<i>PROJECT SCOPE</i>			
<i>Expenditures</i>	<i>Current Budget</i>	<i>Requested Change</i>	<i>Total Budget</i>
Design	1,711	199	1,910
Land & Right of Way	243	30	273
Construction	5,740	1,229	6,969
Contingency	520	70	590
Total Expenditures	8,214	1,528	9,742

Check Cost Alloc by Year

<i>ANNUAL ALLOCATION</i>							
<i>Project to Date 12/31/23</i>	<i>Scheduled Year 2024</i>	<i>Plan Year 2025</i>	<i>Plan Year 2026</i>	<i>Plan Year 2027</i>	<i>Plan Year 2028</i>	<i>Plan Year 2029</i>	<i>Plan Year 2030</i>
1,182	428	400	-	-	-	-	-
	200	73	-	-	-	-	-
540	-	2,489	3,940	-	-	-	-
	-	250	340	-	-	-	-
1,722	628	3,212	4,280	-	-	-	-

<i>Funding Sources</i>	<i>Current Budget</i>	<i>Requested Change</i>	<i>Total Budget</i>
King County Parks Levy	288		288
Transportation CIP Fund	69		69
Traffic Impact Fees - City Wide	190		190
REET 1	898	(134)	764
Private Contribution	35		35
Arterial Pavement Fund	492	(346)	146
Transportation Benefit District (TBD)		484	484
Federal Grants CMAQ-FHWA (Secured)	379		379
King County Conservation Grant (Secured)	45		45
Sound Transit System Access Grant (Secured)	1,900	85	1,985
King County Metro (Secured)	118		118
TIB Grant (Secured)	300		300
WA State Appropriation (Secured)	3,500		3,500
Private Contribution - Lumen		1	1
Private Contribution - Comcast		290	290
Puget Sound Energy (Schedule 74)		204	204
Highline ILA		944	944
Total Funding	8,214	-	-
Funding Shortfall/Excess	-	-	-

<i>Project to Date 12/31/23</i>	<i>Scheduled Year 2024</i>	<i>Plan Year 2025</i>	<i>Plan Year 2026</i>	<i>Plan Year 2027</i>	<i>Plan Year 2028</i>	<i>Plan Year 2029</i>	<i>Plan Year 2030</i>
288				-	-	-	-
69				-	-	-	-
	50		140				
490	274						
35				-	-	-	-
			146				
		296	188				
379				-	-	-	-
45							
		280	1,705				
118							
300							
	379	1,989	1,132				
			1				
		145	145				
		102	102				
		400	544				
1,724	703	3,212	4,103	-	-	-	-



PUBLIC WORKS CONTRACT
between City of Des Moines and
Ceccanti, Inc.

THIS CONTRACT is made and entered into this [Enter Day] day of [Enter Month], [Year], by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Ceccanti, Inc. organized under the laws of the State of Washington, located and doing business at 4116 Brookedale Rd E Tacoma, WA, 98446, (253) 537-2990, and Jon Vander Griend (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 and Schedule of Work, attached hereto and incorporated herein by reference.

- Barnes Creek Trail - South 240th Street - 16th Ave S to 20th Ave S
- Clearing, grubbing, and structure excavation
 - Roadway asphalt pavement widening and cement conc. pavement sidewalk and trails
 - Roadway asphalt overlay
 - Curb and gutter and planter strips
 - Illumination and Signal Modifications
 - Storm conveyance and LID requirements including detention vault
 - Franchise Utilities OH to UG, service conversions, and franchise coordination
 - Stormwater conveyance and LID installation
 - Highline Water District Water Main replacement
 - Irrigation and Planting and Restoration
 - Walls (Gravity block and Soldier Pile)
 - Property restoration
 - And all incidental items necessary to complete the Work as described in the Plans and Specifications.



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

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

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

- Exhibit A: Bid Documents
- Exhibit B: Contract Documents
- Exhibit C: Special Provisions

- Appendix A: Standard Plans
- Appendix B: Prevailing Wage Rates
- Appendix C: Permits
- Appendix D: Highline Water District Schedule C Specifications
- Appendix E: Pothole Plans
- Appendix F: Inadvertent Discovery Plan
- Appendix G: General Stormwater Permit
- Appendix H: Franchise Utility Conversion Plans

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

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

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

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 230 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 five million eight hundred eighty-three thousand seventeen dollars and eighty cents (\$5,883,017.80), which includes applicable Washington State Sales Tax, for the work and services contemplated in this Contract. If the work and services to be performed as specified in Exhibit A "Scope and Schedule of Work" is for street, place, road, highway, etc. as defined in WAC 458-20-171, then the applicable Washington State Retail Sales Tax on

this contract shall be governed by WAC 458-20-171 and its related rules for the work contemplated in this Contract. The Contractor shall invoice the City monthly. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The Contractor will submit requests for Progress payments on a monthly basis 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, whichever is later. 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 **\$3,836.75** 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.

E. 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.

F. 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 Bond 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 providing such bond 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 is 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 \$35,000.00, 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 bond, elect to have the City retain 50% 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: By: _____	CITY OF DES MOINES: By: _____
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<p style="text-align: center;"><i>(signature)</i></p> <p>Print Name: _____</p> <p>Its _____</p> <p style="text-align: center;"><i>(Title)</i></p> <p>DATE: _____</p>	<p style="text-align: center;"><i>(signature)</i></p> <p>Print Name: <u>Katherine Caffrey</u></p> <p>Its <u>City Manager</u></p> <p style="text-align: center;"><i>(Title)</i></p> <p>DATE: _____</p> <p>Approved as to form:</p> <p>_____</p> <p>City Attorney Director</p> <p>DATE: _____ DATE: _____</p>
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<p>NOTICES TO BE SENT TO:</p> <p>CONTRACTOR:</p> <p>Jon Vander Griend Ceccanti, Inc. 4116 Brookedale Rd E Tacoma, WA, 98446</p> <p>(253)537-2990 (telephone) jon@ceccantiinc.com (facsimile/email)</p>	<p>NOTICES TO BE SENT TO:</p> <p>CITY OF DES MOINES:</p> <p>Allyssa Beaver City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 (206)870-6725 (telephone) abeaver@desmoineswa.gov (facsimile/email)</p>
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CONSULTANT SERVICES CONTRACT between the City of Des Moines and Psomas, Inc.

THIS CONTRACT is made between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Psomas, Inc. organized under the laws of the State of Washington, located and doing business at 3131 Elliott Ave, Suite 400, Seattle, WA 98121 (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" 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 the tasks described in Section I above immediately upon the effective date of this Contract. 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, based on time and materials, an amount not to exceed \$952,419.00 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract. The Consultant agrees that the amount budgeted for as set forth in Exhibit "A" for its services contracted for herein shall remain locked at the negotiated rate(s) for a period of one (1) year from the effective date of this Contract.

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 acts, errors or omissions of the Consultant in 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 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. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

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 and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap 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 using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
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.

B. 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 \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

C. Other Insurance Provisions.

1. The Consultant'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 the City. Any insurance, self-insurance, or self-insured 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.

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 Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not

CONSULTANT SERVICES CONTRACT 5
(Various)

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

F. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

G. Failure to Maintain Insurance. Failure on the part of the Consultant 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 Consultant to correct the breach, immediately terminate the Agreement 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 Consultant from the City.

H. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

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

CONSULTANT SERVICES CONTRACT 6
(Various)

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

XVI. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

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

CONSULTANT SERVICES CONTRACT 7
(Various)

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.

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.

<p>CONSULTANT:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Its _____ <i>(Title)</i></p> <p>DATE: _____</p>	<p>CITY OF DES MOINES:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: <u>Katherine Caffrey</u> Its <u>City Manager</u> <i>(Title)</i></p> <p>DATE: _____</p> <p>Approved as to form:</p> <p>_____ City Attorney Director</p> <p>DATE: _____ DATE: _____</p>
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<p>NOTICES TO BE SENT TO:</p> <p>CONSULTANT:</p> <p>Terry Wright Psomas, Inc. 3131 Elliott Ave, Suite 400 Seattle, WA 98121 (206)267-1045 (telephone) terry.wright@psomas.com (fax/email)</p>	<p>NOTICES TO BE SENT TO:</p> <p>CITY OF DES MOINES:</p> <p>Allyssa Beaver City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 (206)870-6725 (telephone) abeaver@desmoineswa.gov (fax/email)</p>
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CONSULTANT SERVICES CONTRACT 9
(Various)

EXHIBIT A
CITY OF DES MOINES
Barnes Creek Trail – Construction Services
PROJECT NO. TRCIP0008
SCOPE OF WORK

A. PROJECT DESCRIPTION/BACKGROUND

The scope of work is to provide construction management throughout the construction phase of the Barnes Creek Trail Project in accordance with the Contract requirements. This work includes bid assistance, preconstruction support, construction phase services, construction center line staking, and project closeout.

Support Duration (June 2025 to August 2026: 14 Months)

Assumed Durations by Task

- *Administration:* Task 1 starts on or about June 2025 and lasts the duration of the project, approximately 14 months, through closeout, concluding on or about August 2026.
- *Bid Assistance:* Task 2 will last the duration of the bid advertisement up to contract award.
- *Pre-Construction:* Task 3 begins after the bid opening date and ends on NTP. NTP is assumed for Summer 2025.
- *Construction Management:* Tasks 4 and 5 are anticipated to begin in Summer 2025 and conclude by July 2026.
- *Project Closeout:* Task 6 is expected to begin in spring 2026 and last for up to 3 months from Substantial Completion.
- *PSIPE:* Task 8 is expected to start August 2026 after Final Acceptance and last for 1 year.

These services are intended to assist the CITY to administer the contract for construction performed by the Contractor, confirm that the Contractor's work is in general conformance with the Contract Documents, and assist in responding to events that occur during construction. These services are based upon the understanding that the CITY will contract directly with the Contractor and will be actively involved in the construction process to make decisions, provide approvals, assist with inspections and perform other actions necessary for the completion of the construction.

Project Description

The project improvements for the Barnes Creek Trail will include:

- Improved pedestrian access
- Undergrounding existing overhead utilities
- Structural walls
- Soldier pile walls
- New storm sewer utilities
- New water main
- HMA
- Concrete pavement
- Irrigation
- Illumination
- Signalization
- Urban landscaping

Contract Documents

Contract Documents refer to the construction contract documents between the CITY and the Contractor. These documents include the project plans, specifications, change orders, addendums, bid proposal package and other documents such as the geotechnical report.

Assumptions

The presence or duties of Consultant personnel at the construction site, whether as onsite representatives or otherwise, does not make Psomas personnel in any way responsible for those duties that belong to franchise utilities, the CITY and/or the Contractors or other entities. Consultant presence, coordination, and schedule review does not relieve the Contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.

Consultant personnel have no authority to exercise any control over any construction Contractor or other entity or their employees in connection with their work or any health or safety precautions.

The presence of Consultant personnel at the site is for the purpose of providing the CITY a greater degree of confidence that the completed construction work will conform generally to the contract documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the Contractor(s). Consultant neither guarantees the performance of the Contractor(s) nor assumes responsibility for the Contractor's failure to perform work in accordance with contract documents.

The authority of the Engineer, as described in Section 1-05 Authority of the Engineer in the contract documents, shall rest entirely with the CITY. Psomas' Resident Engineer (RE) is assigned the authority of the Project Engineer, as defined in Section 1-05.1 Authority of the Engineer except the RE shall not have authority to use non-Contractor resources to accomplish work when the Contractor fails to respond to orders, the RE may not authorize changes to the contract documents without City approval.

Review submittals compliance with the requirements of the Contract for construction. Such review will not relieve the Contractor from its responsibility for performance in accordance with the Contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.

Certified payroll will only be tracked and verified in the event of force account work.

Over the 230 Working Days

- The Project Manager will support the project part-time, or 4 hours per week, on the average.
- The Resident Engineer will support the project at half-time, or 20 hours per week, on the average.
- The Documentation Specialists will support the project at half-time, or 20 hours per week, on the average with the intent for this positions to work simultaneously on the Des Moines Marina Steps Project.
- The Onsite Construction Observer will support the project at full time, or 45 hours per week, on the average. The extra 5 hours/week will help to ensure adequate budget for inevitable overtime by the Contractor, onsite work that is permitted to occur during weather days granted to the Contractor, and to ensure adequate office time in assistance with assembling monthly pay estimates and maintaining updated daily reports.
- Design Engineer (Psomas) support is anticipated as needed for submittal reviews, RFI's, Change Management, and other tasks as identified in the Scope of Work.

Close Out

- From Substantial Completion to Final Completion, budget assumes
- 60 hours for Resident Engineer over 3 months, and

- 80 hours for Document Specialists over 3 months

Subconsultants

The Consultant shall subcontract with HWA Geosciences for materials testing, the frequency of such tests being performed as required by Contract requirements. 40 days of on-site testing are assumed over the course of the project.

The Consultant shall subcontract with Malsam Tsang for structural wall observation as required by the Contract.

Shared Tasks

“Bold Italics” such as **CITY** represents Task ownership. If a Task is not identified with bold italics, the task is shared between the Consultant, applicable Subconsultants, and the CITY as described herein.

B. SCOPE OF WORK

TASK 1 – MANAGEMENT / COORDINATION / ADMINISTRATION

The Consultant shall provide continuous project management for the project duration.

The Consultant shall prepare monthly progress reports identifying work completed in the previous month, work in progress, upcoming work elements, and reporting of any delays, problems, or additional information needs. These reports shall be submitted with the Consultant invoices.

The Consultant shall provide continuous management and administration of all subcontractors included in this scope of work including overseeing overall project file set-up and QA/QC of all files and documents required by the Contract.

Attend kickoff meetings with CITY PM to coordinate processes the CM team will follow to implement the project’s construction phase. The general meeting content will include project transition from design to construction, team roles and responsibilities, summary of contractor schedule responsibilities, contract documents, project documentation, field inspection, administration, submittals and material control, change management, request for information, testing, stakeholder meetings, agency permits, work on private property, construction commitments, public information, traffic control, safety and security, quality and risk management.

Establish a system and set of procedures for managing, tracking and storing project documentation between the Contractor and CM Team produced during the Construction and Closeout phases of the project. Establish procedures for the logging and tracking of project documentation and monitoring outstanding decisions, approvals or responses required from the CITY.

The following logs will be prepared:

1. Submittals
2. RFI
3. Serial Letters
4. Field Directives/Corrective Actions
5. Case Log
6. Design Changes/Clarifications
7. Change Orders
8. Sub-Contractors
9. Wage Rate Calculations
10. Materials on Hand
11. Force Account
12. Minor Changes
13. Material Testing Reports

14. Record of Material (ROM)

The following templates, to include securing CITY Templates and/or CITY input will be prepared:

1. Field Note Records
2. Estimate Ledgers
3. Progress Payment Estimates
4. Materials on Hand Calculations
5. Forecasted Cost to Complete
6. Weekly Statement of Working Days
7. Change Orders

The Consultant shall provide design support to Readvertise bid documents. Support includes coordinating franchise utility design and incorporation into the PS&E and addressing City permitting comments. Design support also includes updating specifications and coordination with City for construction authorization with funding sources. The Consultant shall prepare MEF documentation for the City for proposed ramps designed to the maximum extent feasible. Consultant shall use single sheet template checklist.

TASK 2 – ASSIST CITY WITH AWARD PROCESS

- Consultant shall provide final bid assistance, including up to two(2) addenda.
- Consultant shall conform plan documents and specifications.
- Prepare Recommendation of Award Letter as part of the low bid evaluation and decision to Award – Support CITY with Recommendation of Award package including;
 - a. Prepared Bid Tabulation sheet at opening checking that bidders included:
 1. Bidder's Name
 2. Addenda acknowledgement
 3. Bid bond
 4. Responsible Bidder Determination Form
 5. Total Bid
 - b. Bid Tabulations of all Contractors and submitted unit prices
 - c. Verification of low bidder's license from the Department of Labor and Industries
 - d. Verification that the Contractor is not listed on the list of parties excluded from the federal procurement or non-procurement programs
 - e. Verification of the low bidder's qualifications (references)

TASK 3 – CONSTRUCTION SERVICES FROM BID UP TO CONTRACTOR NOTICE TO PROCEED (NTP)

This task covers typical review processes for preparing for physical construction to begin. This includes the following:

- Familiarization with contract Plans, Specifications, permits and geotechnical report
- Create Record of Material (ROM) with project specific details, and formatting for ease of use.
- Develop Team Communications and Stakeholders List
- Compile list of submittals
- Prepare self-audit record review checklist
- Establish communication, change management and administrative processes with **CITY**
- Prepare Electronic Files
- Review **CITY** right-of-way commitment files
- Pre-construction agenda
- Consultant shall conduct Pre-Construction meeting to include preparing the minutes and distribution thereof
- Establish Contractor progress payment procedure with the **CITY** and Contractor

- **CITY** will assist Consultant with Utility Coordination. This may include providing franchise utility agreements, permits, and schedules as necessary.
- Consultant will take and create a log of pre-construction photographs
- Review Contractor's Schedule for Contract Compliance
- Review the Contractor's Bid Schedule for completeness

TASK 4 – CONSTRUCTION SERVICES (CS) – NTP TO SUBSTANTIAL COMPLETION

- Provide 230 working days of support to include stakeholder coordination, documentation and change management in general compliance with CITY, State and Federal Requirements.
- Maintain the Logs identified in Task 3.
- **CITY** to review and approve Traffic Control Plans with assistance from Consultant
- Review and respond to Contractor Serial Letters.
- Issue Field Directives/Corrective Action Memorandums
- Receive and distribute Request for Information (RFI) and issues raised by the Contractor, City, and Consultant. Receive and distribute questions and requests for clarification of contract documents that could impact construction costs, schedule, quality of the finished work, or other scenarios. Provide up to 50 written responses to RFI's.
- Confirm that submittals are in general Contract conformance. Coordinate with **CITY** on approvals as necessary.
- Transmit ROM to the Contractor
- Set up and maintain ROM Item Folders
- The Consultant to verify that all material delivered to the site is according to approved RAMs
- Collect material testing reports from Consultant's subconsultant (HWA), and review test reports against the contract requirements and inform Contractor of any contract deficiencies
- Construction Observer to coordinate with the Contractor to rectify failed material placement issues to bring about Contract compliance.
- The Consultant shall coordinate re-testing of failed locations with Subconsultant material inspection firm.
- Collect material testing reports from Subconsultant and place reports in ROM Item Folders
- Collect and review for acceptance Manufacturer's Certificates of Compliance
- Review Contractor's initial schedule and updated schedules for contract compliance. Report findings to the CITY regarding issues that affect critical path.
- Prepare weekly meeting agendas and conduct weekly meetings (one per week during 46 weeks of construction + 4 additional meetings to account for non-working days/holidays). Consultant staff shall attend weekly meetings.
- Take notes from weekly meetings, prepare and distribute minutes to attendees.
- Prepare up to 50 Weekly Statement of Working Days (accounting for weather days and holidays / nonworking days)
- Consultant shall obtain Request to Sublet review requests approve and/or reject
- Obtain Notice of Intent to Pay Prevailing Wage and Affidavit of Wages Paid forms
- Perform Change Management to include tracking case log issues, Minor Changes, Force Account, reviewing Contractor notifications of differing site conditions under 1-04.4 Changes, review letters and notices and discuss with the Contractor to understand the claim and/or dispute. Advise the City as to the appropriate action(s)
- Assist the City with Change Order negotiations
- Prepare Change Order Justifications
- Draft Change Orders for City review and approval

- Determine which sub-contractors performed work during the payment period and exclude payment for any work completed by sub-contractors for which an Intent to Pay Prevailing Wages submitted to the Washington State Department of Labor and Industries cannot be verified
- Maintain Material on Hand pay request and log
- Prepare 14 monthly progress pay estimates and submit monthly billing to CITY recommending Contractor payment
- Maintain a set of Record Drawings, independent of the Contractor's. This set of Record Drawings will be used to verify the Contractor is in general conformance with Special Provision 1-05.18 Record Drawings
- Review Contractor's weekly "Look Ahead" and monthly schedule and compare with Contractor's approved schedule.
- As outlined above, provide oversight of the Contractor to fulfill their responsibilities if they are non-compliant under Special Provision 1-05.18 Record Drawings. Receive As-Built drawings from Contractor for incorporation into **CAD drawings by the EOR (Psomas)**
- Maintain a submittals list and prompt the Contractor for submittals
- Assist the City with Utility Coordination
- The Contractor is responsible for the NPDES Ecology permit. Assist the CITY in monitoring the Contractor's responsibilities of said permit
- Assist the CITY by providing a contract schedule and activities for coordination with the public. Respond to general coordination regarding items such as status, schedule and access. The **CITY** will provide a broader public involvement that may involve flyers, news releases, public meetings and information website
- Maintain electronic CM files. Files will be stored using Procore software and Psomas database
- Serve as project focal point in the coordination

TASK 5 – ONSITE CONSTRUCTION OBSERVATION

The Consultant will provide onsite Construction Observer(s) for 230 working days and will act as the project's "in the field" focal point of coordination and field documentation. The Construction Observer(s) will monitor the Contractor's activities, produce Daily Reports, Field Note Records, verify that material delivered to the site is in contract compliance and assist with the coordination with stakeholders to include the Contractor, materials testing, and Fire and Police Departments. The Construction Observer will provide informal in-person coordination with businesses, residents and traveling public, as they are encountered onsite. The following Tasks will be the responsibility of the Construction Observer(s), and Resident Engineer or other staff when assuming these duties:

- Provide Inspector Daily Reports
- Provide input to weekly project meeting agendas
- Attend weekly project site meetings associated with the project construction
- Observe Contractor's work and document that the project is built according to the Contract Documents
- Monitor the Contractor's traffic control procedures and implementation of the approved traffic control plans which could include notification to the Contractor on deficiencies that require immediate correction
- Monitor the Contractor's temporary erosion and sediment control procedures and systems and provide recommendations
- Monitor the Contractor's compliance with project permits
- Prepare punch list items

- Take project construction photos as work progresses. Photos are uploaded to Procore in real time
- Stay current with the material testing and RAM logs. Coordinate material testing, as required under the ROM and contract documents, with Subconsultant HWA
- Review the Contractor's Record Drawings weekly to verify they are in compliance with Special Provision 1-05.18 Record Drawings
- Maintaining a set of Record Drawings, independent of the Contractor's Record Drawings
- Coordinate with all Utilities
- Coordinate with local businesses, traveling public, and residences
- Assist with monthly progress Pay Estimate generation including measurement of quantities installed

TASK 6 – PROJECT CLOSEOUT

Assist the CITY with the closeout of the project after Substantial Completion is granted. Assume the Contractor will be completed with punch list work and missing documentation within 3 months of Substantial Completion. Items of work within these 3 months include the following:

- Project issues resolution with the Contractor. Assume up to three closeout meetings negotiating closeout change order(s), missing documentation, and final quantities
- Monitor and update project punch list
- Consultant to produce final pay note documentation
- Verification of completeness of ROM, self-audit record review checklist
- Verification of completeness of punch list work
- Prepare Physical Completion Letter. Physical completion shall constitute the whole project except the plant establishment
- Prepare Final Completion Letter. Completion shall constitute all necessary paperwork filed by the Contractor and the City's acceptance of the project
- Record drawings are assumed to be within the scope of the EOR (Psomas)

TASK 7 – SUBCONTRACT ADMINISTRATION

HWA Geosciences will perform Material Testing and Laboratory Services as a Subconsultant.

- Consultant will lead coordination of scheduling of testing as-needed to fulfill Contract requirements for acceptance. The effort required for this coordination is included in task 4
- Consultant will review monthly invoices from Subconsultant and shall submit along with Consultant monthly invoices for payment from City
- This scope assumes standard items of testing, such as compaction of backfill materials, proctor testing of aggregates, rebar inspection, concrete field tests and cylinders, and HMA density and associated testing
 - o Additional scope such as contaminated material testing are not included, and fall outside the scope of this contract. In the event such testing or inspections are deemed necessary, they may require an amendment for additional scope of services and compensation.

Malsem Tsang will perform structural wall analysis as a Subconsultant.

- Consultant will lead coordination of submittal review and support as necessary. The effort required for this coordination is included in task 4
- Consultant will review monthly invoices from Subconsultant and shall submit along with Consultant monthly invoices for payment from City

TASK 8 – PSIFE

- Upon Final Acceptance, Consultant will perform monthly plant establishment inspections for 12 months. If plants have to be replaced, Consultant will coordinate with the Contractor

MANAGEMENT RESERVE

In the event the Consultant's services are needed outside of what is described in this scope, management reserve approval will be requested.

These services could include other work tasks not included in the scope of work. These services may include, but are not necessarily limited to, additional construction support, additional project closeout assistance, assistance with property issues, or other services deemed necessary by the City. At the time these services are required, the Consultant shall provide the City with a detailed scope of work and an estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a Notice to Proceed.

Management reserve included in this scope is \$33,000.00.

In the event the Consultant's services are needed outside the available management reserve fund, the daily rate for Construction Services is approximately \$3,000.00/day.

PSOMAS

EXHIBIT B PRIME CONSULTANT COST COMPUTATIONS

Client: City of Des Moines
 Project Name: Barnes Creek Trail
 Psomas Project Number: 9DES010600
 Date: 230 working days + 2 weeks startup and 6 weeks closeout / 7/3/2025

Task No.	Task Description	Labor Hour Estimate													Hours	Total Hours and Labor Cost Computations by Task
		Principal	Senior Engineer I	Project Engineer II	Design Engineer II	Survey Crew II (W/Equip)	Surveyor III	Construction Manager	Senior Resident Engineer	Construction Observer II	Document Control Specialist II	Document Control Specialist III	Senior CAD Technician	Senior Admin		
		305	207	198	148	284	150	207	195	134	142	160	146	148		
Task 1 - MANAGEMENT / COORDINATION / ADMINISTRATION																
1.1	Project Management and Administrative Services	20						100						10	130	\$ 28,280.00
1.2	Prepare, review and submit monthly expenditures							20							20	\$ 4,140.00
1.3	Finalize Design to Bid	6	60	118	24						8			3	259	\$ 49,746.00
	Task Total	26	60	118	24	0	0	120	0	0	0	0	0	10	150	\$ 82,166.00
Task 2 - Assist City with the Award Process																
2.1	Assist City with Award Process		8								8				16	\$ 2,792.00
2.2	Bid Tab Analysis and Verify Contractor		8								8				16	\$ 2,792.00
2.3	Bid Assistance With Up to 2 Addenda	2	20	24											46	\$ 9,502.00
	Task Total	2	36	24	0	0	0	0	0	0	16	0	0	0	78	\$ 15,086.00
Task 3 - Administrative Services up to Contractor Notice to Proceed (NTP) (2 Weeks)																
3.1	Administrative Services up to Contractor Notice to Proceed	2	3					8	3	3	3	8			30	\$ 5,580.00
3.2	PreCon Photos									4					4	\$ 536.00
3.3	Review Plans and Specs								40	40	24				104	\$ 16,568.00
3.4	Prepare Hard and Electronic Files										4				4	\$ 568.00
3.5	Prepare ROM										8				8	\$ 1,136.00
3.6	Prepare PreCon Agenda								2		4				6	\$ 958.00
3.7	Prepare Templates										2				2	\$ 284.00
3.8	Utility Coordination								4						4	\$ 780.00
	Task Total	2	3	0	0	0	0	8	49	47	45	8	0	0	162	\$ 26,410.00
Task 4 - Construction Management (CM) and Administrative Services. NTP to Project Closeout. (46 Weeks)																
4.1	Construction Management Office Support	40						80	1000		920	40			2080	\$ 360,800.00
4.2	Engineering Support		58	80											138	\$ 27,846.00
4.3	Construction Center Line Staking	1				10	2								13	\$ 3,445.00
	Task Total	40	58	80	0	12	2	80	1000	0	920	40	0	0	2218	\$ 392,091.00
Task 5 - Provide Field Inspection for Each of the Project's Working Days (46 Weeks)																
5.1	Construction Inspection									2070					2070	\$ 277,380.00
	Task Total	0	0	0	0	0	0	0	0	2070	0	0	0	0	2070	\$ 277,380.00
Task 6 - Project Closeout (6 Weeks)																
6.1	Construction Management Office Support	2						16	60	16	80	8			182	\$ 30,406.00
6.2	Punchlist								8	16					24	\$ 3,704.00
6.3	As-builts		12	16									140		168	\$ 26,092.00
	Task Total	2	12	16	0	0	0	16	68	32	80	8	140	0	374	\$ 60,202.00
Task 7 - Subconsultants																
7.1	Subconsultant Administration							4							4	\$ 828.00
7.2	Prepare Invoices and Billings for Subcontractor							8							8	\$ 1,656.00
	Task Total	0	0	0	0	0	0	12	0	0	0	0	0	0	12	\$ 2,484.00

PSOMAS

Task 8 - PSIFE																	
8.1	Inspection: Monthly PSIFE Walks								28					28	\$	5,460.00	
8.2	Inspection of Final PSIFE Period								2					2	\$	390.00	
	Task Total	0	0	0	0	0	0	0	30	0	0	0	0	30	\$	5,850.00	
	Total Labor Hours and Fee	21,960	34,983	47,124	3,552	3,408	300	48,852	223,665	287,966	150,662	8,960	20,440	1,480	5,094	\$	861,669.00
																\$	-
	Subconsultants																
																HWA	\$ 40,000.00
																Malsem Tsang	\$ 15,000.00
																Subtotal	\$ 55,000.00
																Administrative Charge (5%)	\$ 2,750.00
																Total Subconsultant Expense	\$ 57,750.00
	Reimbursable Direct Non-Salary Costs																
																Mileage at current IRS rate	
																Reproduction Allowance	\$ -
																Total Reimbursable Expense	\$ -
																Management Reserve	\$ 33,000.00
																Total Estimated Budget	\$ 952,419.00

JOINT UTILITY TRENCH AGREEMENT
Between the City of Des Moines and Comcast
for the
Barnes Creek Trail South Segment
South 240th Street – 16th Avenue to 20th Avenue

THIS joint utility trench agreement (the “Agreement”) is entered into between the City of Des Moines, a Washington municipal corporation (“City”), and Comcast Cable Communications Management, LLC, a Delaware limited liability company (“Comcast”). This Agreement may refer to Comcast or to City each as a “Party” or together as the “Parties” to this Agreement.

RECITALS

WHEREAS, the City is undertaking a capital improvement project known as the Barnes Creek Trail South Segment – South 240th Street – 16th to 20th . (hereinafter referred to as the “Project”); and

WHEREAS, Comcast owns and operates certain utilities located along South 240th Street right-of-way and within and adjacent to the limits of the Project and Comcast has a franchise agreement with the City to operate in said right-of-way; and

WHEREAS, it is the City’s belief that pursuant to the franchise agreement adopted by Ordinance 1327, (effective date of August 30, 2003), the right-of-way improvements require Comcast to underground its facilities that are currently located above ground; and

WHEREAS, relocation requires trenching within the right-of-way and the Parties recognize the efficiencies of entering into an agreement whereby one trench will be dug for all of the affected parties to relocate their facilities; and

WHEREAS, integrating Comcast’s work into the City’s Project would be more expedient, less expensive, and less disruptive to the public than undertaking both the City’s and Comcast’s projects separately; and

WHEREAS, the Parties mutually desire to establish a formal arrangement under which Comcast will pay the City in exchange for the City’s incorporating Comcast’s work into the City’s Project; and

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

WHEREAS, the City Council of the City of Des Moines has taken appropriate action to approve the City’s entry into this Agreement; and

WHEREAS, Comcast has taken appropriate action to approve Comcast’s entry into this Agreement;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, or attached and incorporated and made part hereof, the Parties agree as follows:

AGREEMENT

1. SCOPE OF WORK.

The City will advertise for construction bids and enter into a contract with Contractor (hereinafter defined) for the construction of a joint utility trench (the “JUT”) which shall include power and/or communication facilities for the City, Comcast, and PSE. The JUT will generally be constructed along the south side of South 240th Street between 16th Avenue and 20th Avenue South.

2. TERM AND TERMINATION.

This Agreement shall commence on August 7, 2025 (the “Effective Date”) and shall continue for a period of 24 (twenty-four) months, unless earlier terminated pursuant to this Agreement.

In the event that either Party defaults in the performance of its obligations herein, notice shall be given by the non-defaulting Party of its intent to terminate the Agreement for cause, to be effective thirty (30) days thereafter, unless that cause is cured within thirty (30) days after the defaulting Party receives such notice.

3. CONTRACTOR REQUIREMENTS.

The independent contractor hired by the City to perform this work shall be referred to as “Contractor” in this Agreement. Contractor, pursuant to a contract with the City, shall excavate the JUT, install City, PSE, and Comcast facilities, install the bedding material, backfill and compact the JUT, and perform any restoration required by the City, all to be performed in a good and workmanlike manner consistent with industry standards. The City represents that any such contract shall further require of Contractor that the work be conducted in conformity with (i) the applicable procedures and requirements of the Parties as described herein; (ii) all applicable laws, ordinances and regulations of any governmental authority, and; (iii) all applicable terms and provisions of the National Electric Safety Code, as may be amended, supplemented or replaced from time to time, including but not limited to those pertaining to protection and separation of conductors buried in earth.

4. RESPONSIBILITIES OF THE PARTIES.

A. Comcast

1. Comcast shall provide to the City, and assume full responsibility for, engineering drawings, specifications, construction standards, and quantities in accordance with acceptable industry standards and City Franchise. The drawings shall show in detail the location and elevation of the conduits, JUT, and vaults, and shall include a general

traffic control plan for activities not associated with installation of facilities within the Contractor controlled JUT area.

2. Comcast shall obtain a permit from the City for the underground relocation of Comcast's facilities.
3. Comcast shall be responsible for supplying all materials necessary for the construction of its new conduit and vault system within the JUT area. Comcast will deliver all of these materials to the job site for installation by Contractor. Comcast will arrange with Contractor any required material storage and/or security until the materials are installed.
4. Comcast acknowledges and agrees that the City is subject to FHWA federal funding requirements and is subject to 23 CFR635.410 and Comcast will cause its supplier(s) to certify that materials provided to Contractor for installation and materials provided and installed by Comcast crews that contain steel, will conform to applicable provisions of the Buy America Act including providing the City with a certification of materials origin (COMO) delivered to the site.
5. Comcast shall, after receiving notice from the City, provide inspection services needed for overseeing the proper installation of its new conduit and vault system within the JUT area. Any problems identified by Comcast during the installation shall be promptly reported to the City. Comcast shall cooperate in providing timely inspections so that progress of the work is not delayed.
6. Final Inspection and Acceptance. When Comcast's new conduit and vault system within the JUT area is completed by Contractor, the City will provide Comcast written notice of its completion and request "Final Inspection" and "Acceptance" from Comcast. Within seven (7) calendar days of the City's notice, Comcast will complete a Final Inspection of the new system. Comcast shall give notice of Acceptance to the City within three (3) working days of completing the Final Inspection. In the event that Comcast determines that the work has not been completed per design, Comcast shall specify in writing what work remains to be done or what corrections need to be made, also within three (3) working days of completing Final Inspection. The City will notify Comcast when such identified items are completed, where upon Comcast shall again commence Final Inspection under the process set forth herein. Comcast shall not begin work on the conduit and vault system inside or outside of the JUT area, until the notice of Final Acceptance has been provided to the City. Comcast shall be responsible for any delay costs incurred by the City resulting solely from Comcast's failure to meet the Final Inspection and Acceptance schedule.
7. Schedule for Comcast Relocation Work. Following Comcast's Final Acceptance of the new conduit and vault system within the JUT area, Comcast will have thirty-five (35) working days to initiate placement of its facilities and request activation of its Power Supplies by PSE. Upon activation of Power Supplies by PSE, a second thirty-five (35) working day period will commence during which COMCAST will complete

placement of facilities, need additional 4 weeks to schedule and make necessary cut-overs, and 1 week to remove overhead facilities.

8. Comcast shall provide and install all other conduits, vaults, equipment, and other materials necessary to complete the Comcast conduit and vault system located outside of the JUT area.
9. Comcast will provide all cables and labor to install cables in the new conduit and vault system, labor to splice cable, and labor to perform service cutover from the existing system to the newly constructed system.
10. Comcast will perform cut-over and transfer of existing Comcast customers and facilities to the new underground system where applicable.
11. Comcast will notify the City in writing when Comcast's installation is complete and the system has been activated.
12. Comcast will remove its existing aerial cables, equipment, and poles in conflict with the City's project.
13. Comcast will be responsible for providing all traffic control associated with the pulling of Comcast cables and associated equipment, and the removal of Comcast's existing facilities. Traffic control and other permits needed for pulling cables and installing other associated equipment will be obtained from the City by Comcast.
14. Comcast will pay its proportionate share of the JUT costs as described in Section 5 of this Agreement.
15. All rights, title, and interest in and to the portion of the facilities and associated equipment installed by Comcast and associated equipment shall at all times remain with Comcast. The Parties hereto acknowledge and agree that Comcast shall in no event be required to remove its respective, affected aerial facilities prior to completion of the underground facilities in accordance with this Agreement.
16. Comcast shall maintain continued coordination with the City and Contractor regarding the installation of Comcast's facilities. This coordination shall include, but not be limited to, the following:
 - a. Comcast representatives shall attend the pre-construction meeting.
 - b. Comcast representatives shall attend weekly construction meetings.
 - c. Comcast representatives shall provide timing of when and where its materials will be delivered to the job site.
 - d. Comcast shall provide a project schedule, including time and duration of work, for Comcast work to install facilities not associated with the JUT area.
 - e. Comcast shall coordinate with other utility companies included in the JUT solely with respect to the placement of its facilities. This may include the stacking of conduits with another utility, and locating conduits below or around other vaults.

B. City

1. The City shall prepare drawings and specifications for excavation of the JUT. The City will advertise for bids, evaluate bids, award a contract, and monitor Contractor's activities.
2. The City's contract shall provide for all necessary excavation, bedding, backfill, off-site disposal, and site restoration for the Project, along with the coordination of other utilities participating in the Project. The City shall be reimbursed by Comcast for Comcast's proportionate share of the JUT costs as described in Section 5 of this Agreement.
3. Contractor shall install Comcast provided vault and conduit materials necessary for the supporting structure within the JUT area. Upon completion of the new conduit and vault system within the joint utility area, Contractor will proof the duct and leave a pull-rope in place. The City shall be reimbursed by Comcast for the costs of installing the Comcast provided materials as described in Section 5 of this Agreement.
4. Contractor shall provide all flagging and traffic control for the JUT excavation and backfilling activity. The City shall be reimbursed by Comcast for Comcast's proportionate share of flagging and traffic control costs associated with the JUT construction as described in Section 5 of this Agreement.
5. The City shall document quantities as Contractor proceeds with excavation, installation, and backfill and will provide detailed invoices to Comcast for work undertaken in connection with this Agreement.
6. The City shall maintain continued coordination with Comcast regarding the installation of Comcast's facilities. This coordination shall include but not be limited to the following:
 - a. The City's representatives shall attend the pre-construction meeting.
 - b. The City's representatives shall attend weekly construction meetings.
 - c. The City shall provide Comcast a copy of Contractor's proposed work schedule showing date, location, and extent of work to be performed. This schedule shall be subject to change at any time.
 - d. Comcast shall be given a ten (10) day notice that Contractor is beginning construction.
7. After completion of the project, the City shall provide Comcast "as-built" drawings. Upon receipt of the as-built drawings, Comcast shall have ten (10) calendar days review and comment on the as-built drawings and to accept or reject the as-built drawings. If Comcast does not provide comments on the as-built drawings within the ten (10) day period set forth above, the as-built drawings shall be deemed accepted by Comcast.

5. COST ALLOCATION.

Exhibit A, attached to this Agreement, is an estimate of Comcast's proportionate share of the JUT costs. The costs shown on Exhibit A are an estimate only. The final breakdown of costs for the items specified below will be based on the actual quantities of work performed by Contractor times the contract unit costs for each work item, and will be subject to final review and mutual approval by Comcast and the City.

A. Joint Utility Trench Costs.

Comcast agrees to pay the City its proportionate share of the JUT costs, including trench, bedding, and backfill, commensurate with its proportionate share of trench usage as shown in Exhibit A attached hereto and incorporated by this reference. JUT costs will be finalized after completion of construction to account for actual construction costs, and the City will provide Comcast with a copy of the applicable Contractor pay estimates for final payment to be made to the City, which will be subject to final review and mutual approval by Comcast and the City.

B. Conduit and Vault Installation.

Comcast agrees to pay for the excavation, site preparation, and installation for its conduit and vaults that are outside the JUT area separately and in addition to any JUT costs, survey costs, and traffic control costs discussed herein. These additional costs shall be preliminarily determined from the bid price accepted by the City. The cost to excavate for and install Comcast's vaults will be finalized after completion of construction to account for actual construction costs, and will be subject to final review and mutual approval by Comcast and the City.

C. Street Crossings.

Comcast agrees to pay the City for the installation costs for Contractor to install Comcast's conduits in street crossings. These costs are in addition to the JUT costs outlined in Section 5.A, and will be subject to final review and mutual approval by Comcast and the City.

D. Survey.

Comcast agrees to pay its proportionate share of the reasonable costs for the City's surveyor to provide vault locations and elevations and any other survey data that may be required to locate and place Comcast facilities, subject to final review and mutual approval by Comcast and the City.

E. Traffic Control.

Comcast agrees to pay the City its proportionate share of the traffic control costs associated with the construction of the JUT, commensurate with its proportionate share of trench usage as shown in Exhibit A attached hereto and incorporated by this reference.

F. Administration Costs.

Comcast agrees to reimburse the City for Comcast's prorated share of the City's project administration and management costs. Comcast's prorated share of these costs is anticipated to be \$30,000.

G. Additional Expenses.

Comcast agrees to pay its proportionate share of any additional expenses incurred due to Comcast's approved change requests requiring additional trench depth or width or for any other unforeseen conditions that are attributable to errors in Comcast's design or conflicts not accounted for in Comcast's design, and to dewatering for ground water. Any changes to Comcast's portion of work perceived as necessary by Contractor must be approved by Comcast in advance. Comcast will not pay for any share of additional expenses incurred due solely to approved change requests from other JUT users and/or the City. Comcast shall be responsible for its prorated costs share of public utility easements, if required, to accommodate Comcast equipment.

H. Claims by Contractor.

Responsibility for the cost of any claims made by Contractor allegedly caused by Comcast shall be subject to good faith negotiations between the Parties. Any resulting payment agreement will be subject to final review and mutual approval by Comcast and the City.

I. Invoice.

Upon proper completion of the trench work, Comcast agrees to pay the City within sixty (60) days of receiving a correct invoice from the City for amounts that the City has been invoiced by Contractor for work that has been completed by Contractor and approved by Comcast and which Comcast has agreed to pay under this Agreement.

J. Defective or Unauthorized Work.

Comcast shall promptly notify the City of any defective or unauthorized work performed by the Contractor, upon Comcast inspection pursuant to Section A.6 and prior to the City's approval of the Contractor's pay estimate for such work. Comcast reserves the right to withhold payment for any such work. Defective or unauthorized work includes, without limitation, work and materials that do not conform to the requirements of this Agreement and extra work and materials furnished without Comcast's approval. As the contracting agency, the City will provide notification to the Contractor of such defective or unauthorized work and will not make payment to the Contractor for defective or unauthorized Work. The City shall hold the Contractor solely responsible to immediately remedy, remove, replace, or dispose of defective or unauthorized Work or materials and hold the Contractor solely responsible to bear

all costs of doing so. If the Contractor fails to remove defective or unauthorized work, the City will take action as outlined in the City's Public Works Contract with the Contractor.

K. Final Payment/Waiver of Claims.

The making of final payment by Comcast shall constitute a waiver of claims by the City and Contractor, except those previously and properly made and identified by City or Contractor as unsettled at the time request for final payment is made.

L. Withdrawal from Agreement.

Should Comcast elect not to participate in the JUT, it will be the responsibility of Comcast to relocate its facilities for the Project within thirty (30) days of Contractor's completion of the JUT. Comcast's new facilities must be located in the public right-of-way and construction of these facilities can in no way delay Contractor's work on the JUT. The City cannot accept delays in the schedule due to Comcast electing not to participate in the JUT.

6. CHANGES.

After the City executes a contract with Contractor, Comcast shall submit any changes requested to be performed by Contractor to the City. The City shall submit this to Contractor; obtain a price from Contractor to perform the work, and notify Comcast of this price. Prices supplied by Contractor for Comcast change orders shall be in conformance with the 25% limit in subsection 1-04.6 of the WSDOT Standard Specifications. Comcast shall have 48 hours from receiving the price from the City within which to respond. If Comcast chooses not to accept Contractor's price then this work shall only be performed by Comcast according to a mutually agreed upon schedule with Contractor so as not to cause delay to Contractor.

7. INDEMNIFICATION; LIENS; ENCUMBRANCES AND LIABILITY.

Each Party shall defend, indemnify and hold the other Party, its officers, officials, employees and agents harmless from any and all claims, injuries, damages, losses or suits including reasonable legal costs and attorney fees, to the extent they arise from or in connection with the performance of any work required under this Agreement by such Party, whether performed by the Party, its officers, officials, employees or agents (including Contractor in the case of the City), except for injuries and damages caused by the negligence or willful misconduct of the other Party.

Should a court of competent jurisdiction determine that this Agreement 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 Parties, its officials, employees and agents, a Party's liability hereunder shall be only to the extent of the Party's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

No Party, directly or indirectly, shall create or impose any lien on the property of another, or on the rights or title relating thereto, or any interest therein, or in this Agreement. Each Party shall

promptly, at its own expense, take such action as may be necessary to duly discharge any lien created by it on the property of another.

Except as expressly provided herein, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT; provided, however, there shall be no limitation on a Party's liability to the other for any fines or penalties imposed on the other Party by any court of competent jurisdiction or federal, state or local administrative agency resulting from the failure of the Party to comply with any term or condition of this Agreement or any valid and applicable law, rule or regulation.

8. INSURANCE.

The contract between the City and Contractor shall require that Contractor procure and maintain for the duration of the project insurance of the types and in the amounts described below against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by Contractor, its agents, representatives, employees, subconsultants or subcontractors.

A. Automobile Liability

Insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and

B. Commercial General Liability

Insurance written on an occurrence basis with limits no less than \$1,000,000 single limit per occurrence and \$2,000,000 general aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU); and employer's liability or Stop Gap coverage under workers' compensation insurance.

C. Excess Liability

Insurance with limits not less than \$1,000,000 per occurrence and aggregate.

Any payment of deductible or self-insured retention shall be the sole responsibility of Contractor. The Parties, their officials, employees, agents and volunteers shall be designated as additional insureds on the insurance policy, as respects work performed by or on behalf of the Parties under this Agreement and a copy of the endorsement, or its equivalent, designating the Parties as additional insured shall be attached to the Certificate of Insurance, copies of which shall be provided to the Parties prior to commencement of construction by Contractor. Contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

9. FRANCHISE AGREEMENT.

The City and Comcast agree that as to future projects, by entering into this Agreement, neither Party has waived any rights it may have under the existing franchise agreements between the City and Comcast, and the City and Comcast expressly herein reserve such rights. Notwithstanding anything in this Agreement to the contrary, Comcast's participation in the JUT activity contemplated in this Agreement, and its very participation in this Agreement, shall in no event be construed as acceptance, affirmation, or ratification of the City's construction of Comcast's obligation to underground and enter into a writing pursuant to the franchise agreement, and the Parties understand and agree that the terms and conditions of this Agreement shall not be considered as a basis for future undergrounding projects that may be franchise required.

10. MISCELLANEOUS.

A. Compliance with Laws

The Parties shall comply with all applicable federal, state and local laws, rules and regulations throughout every aspect in the performance of this Agreement.

B. Nonwaiver of Breach

The failure of a Party to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be constructed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect.

C. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the Parties or between any Party and Contractor under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.

D. Attorney's Fees

To the extent not inconsistent with RCW 39.04.240, in any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit a Party's right to indemnification under Section 7 of this Agreement.

E. Written Notice

All communications regarding this Agreement shall be sent to the Parties at the addresses listed on the signature page of this Agreement, unless otherwise notified. Any written notice shall become effective upon delivery, but in any event three (3) calendar 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 on this Agreement.

F. Dispute Resolution and Governing Law

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Agreement or the breach hereof, then the Parties shall use their best efforts to first settle the dispute in an amicable manner through direct discussions between the Parties. If any such dispute cannot be resolved through direct discussions between the Parties, then the Parties shall attempt to settle the dispute by mediation administered by a mediator under American Arbitration Association (“AAA”) rules or policies for mediation before resorting to arbitration. The mediator may be selected by agreement of the Parties or through the AAA. Following mediation, or upon written agreement of the Parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach hereof shall be settled through arbitration which shall be conducted in accordance with the then current Commercial Arbitration Rules of the AAA (the “AAA Rules”). The arbitrator may be selected by agreement of the Parties or through the AAA. 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 of evidence. Any award made by the arbitrator will be in accordance with applicable law, will be in writing, and will state the reasons upon which it is based. The arbitrator will have no power to modify or abridge the terms of this Agreement. The award of the arbitrator will be final, and judgment on the award may be entered by any court having jurisdiction to do so. Neither party shall appeal the award to any court. Once the arbitrator has been selected, it will have exclusive jurisdiction to hear applications for such relief, or modifications thereof, except that any interim measures or injunctive relief ordered by the arbitral panel may be immediately and specifically enforced by a court of competent jurisdiction. Unless otherwise agreed by the Parties or required by law, the Parties, the arbitrators, and AAA will maintain the confidentiality of all documents, communications, proceedings, and awards provided, produced, or exchanged pursuant to an arbitration conducted under this Section.
2. Applicable Law and Jurisdiction: This Agreement shall be governed by the laws of the State of Washington. Although the Parties have agreed to and designated the primary dispute resolution method set forth in Section 10.F.1 above, any other claim, dispute or action shall be commenced exclusively in the King County Superior Court or the United States District Court, Western District of Washington as appropriate. In the event of any claim or lawsuit for damages arising from the Parties’ performance of this Agreement, each party shall pay all its legal costs and attorney 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 either Party’s right to indemnification under Section 7 of this Agreement.

G. Modification

Joint Utility Trench Agreement
Between City of Des Moines and Comcast
Barnes Creek Trail – South 240th Street – 16th to 20th

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each affected Party.

H. Severability

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

I. Relationship

It is understood and agreed that no agency, employment, joint venture, co-employer or partnership is created by this Agreement. No Party hereto shall have the power or authority to act for another in any manner to create obligations or debts which would be binding upon the other Party. No Party shall be responsible for any obligation or expense whatsoever of the other Party except as set forth herein.

J. Force Majeure

Parties shall not be deemed to be in breach of this Agreement if unable to perform their respective obligations hereunder as a result of the occurrence of an event of “force majeure,” which shall include, but not be limited to, acts of God, acts of the government of the United States or of any state or political subdivision thereof, strikes, civil riots or disturbances, fire, floods, explosions, earthquakes, wind, storms, hurricanes, lightning or other similar catastrophes or other causes beyond the Parties’ reasonable control. The scope of events of force majeure shall not extend to payment of money owed hereunder.

K. Disclosure

Both Parties agree that, to the extent allowable under RCW Chapter 42.56, all information with respect to this Agreement will be kept confidential and will be used for internal company purposes only. Neither Party shall, without the prior written consent of the other Party: (a) issue any press release or make any other public announcement regarding this Agreement or any relation between the City and Comcast; or (b) use the name, trademarks, or other proprietary identifying symbol of the other Party or its affiliates. Such consent by Comcast may be given only by the Executive Vice President of Corporate Communications or his or her designee. Any purported consent by any other person, including any Comcast sales or customer service representative, is void and of no effect.

L. Assignment

Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, either may assign all or part of this Agreement immediately, without the prior written consent of the other Party (a) to any entity that controls, is controlled by, or is in common control with a Party or (b) to any successor in interest to a

Party or (c) if necessary to satisfy the rules, regulations and/or orders of any federal, state or local governmental agency or body.

M. Entire Agreement

The written provisions and terms of this Agreement, together with any attached Exhibits, supersede all prior verbal statements by any representative of the City, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. This Agreement and any attached Exhibits contain the entire Agreement between the Parties. Should any language in any Exhibit to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties below have executed this Agreement as of the date set forth below to be effective as of the Effective Date.

Comcast Cable Communications Management, LLC

City of Des Moines

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

At the Direction of the Des Moines City Council taken during open public meeting on the _____ day of _____, 2025.

APPROVED AS TO FORM:

Des Moines City Attorney

NOTICES TO BE SENT TO:

Comcast

Comcast
Attn: Kyle Kinney
410 Valley Ave NW
Puyallup, WA 98371
(253) 288-7533 (Office)
(206) 293-3838 (Cell)
(253) 288-7500 (Fax)

NOTICES TO BE SENT TO:

City of Des Moines

City of Des Moines
Attn: Tommy Owen
21650 11th Avenue South
Des Moines, WA 98198
(206) 870-6870 (Office)
(206) 406-2334 (Cell)
(206) 870-6596 (Fax)

With a copy to: Comcast Cable Communications Management, LLC
1500 Market Street
Philadelphia, PA 19102
Attention: General Counsel

EXHIBIT A

Joint Utility Trench Agreement
Between City of Des Moines and Comcast
Barnes Creek Trail – South 240th Street – 16th to 20th

Des Moines Barnes Creek Trail Project S 240th (16th to 20th)
FRANCHISE UTILITY TAKE-OFF - PERCENTAGES OF FULL SCH B - FRANCHISE SCHEDULE
 BASED ON PERCENTAGE PROPOSED CONDUITS FOR PROECT DESIGN - Engineer's Estimate
 Cost Share Prices are dependent on actual awarded Contractor unit prices. Bids opened 7/29/25
 REV: July 31, 2025



No.	Spec No.	Description	Total Quantity	Unit	Unit Cost	Total	LUMEN			COMCAST			PSE (60%)			PSE CITY SHARE (40%)			CITY FULL RESPONSIBILITY			Total Check
							%	Quant	Cost Total	%	% / Quant	Cost Total	%	% / Quant	Cost Total	%	% / Quant	Cost Total	%	% / Quant	Cost Total	
SCHEDULE D - FRANCHISE UTILITY IMPROVEMENTS																						
115	1-04	Minor Change	1	EST	\$ 25,000.00	\$ 25,000.00				33%	0.33	\$ 8,134.90	40%	0.405	\$ 10,119.06	27%	0.270	\$ 6,746.04				\$ 25,000.00
116	1-05	Roadway Surveying	1	LS	\$ 10,530.00	\$ 10,530.00				33%	0.33	\$ 3,426.42	40%	0.405	\$ 4,262.15	27%	0.270	\$ 2,841.43				\$ 10,530.00
117	1-07	Resolution of Utility Conflicts	1	EST	\$ 20,000.00	\$ 20,000.00				33%	0.33	\$ 6,507.92	40%	0.405	\$ 8,095.25	27%	0.270	\$ 5,396.83				\$ 20,000.00
118	1-09	Mobilization	1	LS	\$ 52,570.00	\$ 52,570.00				33%	0.33	\$ 17,106.06							67%	0.675	\$ 35,463.94	\$ 52,570.00
119	1-10	Project Temporary Traffic Control	1	LS	\$ 2,500.00	\$ 2,500.00				33%	0.33	\$ 813.49	40%	0.405	\$ 1,011.91	27%	0.270	\$ 674.60				\$ 2,500.00
120	1-10	Traffic Control Supervisor	1	LS	\$ 13,710.00	\$ 13,710.00				33%	0.33	\$ 4,461.18	40%	0.405	\$ 5,549.29	27%	0.270	\$ 3,699.53				\$ 13,710.00
121	1-10	Pedestrian Traffic Control	1	LS	\$ 3,820.00	\$ 3,820.00				33%	0.33	\$ 1,243.01	40%	0.405	\$ 1,546.19	27%	0.270	\$ 1,030.80				\$ 3,820.00
122	1-10	Flagging	1300	HR	\$ 66.00	\$ 85,800.00				33%	423.01	\$ 27,918.96	40%	526.191	\$ 34,728.62	27%	350.794	\$ 23,152.42				\$ 85,800.00
123	1-10	Portable Changeable Message Sign	2000	HR	\$ 2.00	\$ 4,000.00				33%	650.79	\$ 1,301.58	40%	809.525	\$ 1,619.05	27%	539.683	\$ 1,079.37				\$ 4,000.00
124	1-10	Contractor Provided Uniformed Police Officer	300	HR	\$ 130.00	\$ 39,000.00				33%	97.62	\$ 12,690.44	40%	121.429	\$ 15,785.74	27%	80.953	\$ 10,523.83				\$ 39,000.00
125	2-02	Removal of Structure and Obstruction	1	LS	\$ 19,310.00	\$ 19,310.00							40%	0.40	\$ 7,815.96	27%	0.27	\$ 5,210.64	33%	0.325	\$ 6,283.39	\$ 19,310.00
126	2-03	Unsuitable Foundation Excavation Incl. Haul	74	CY	\$ 42.00	\$ 3,108.00				33%	24.08	\$ 1,011.33	40%	29.952	\$ 1,258.00	27%	19.968	\$ 838.67				\$ 3,108.00
127	2-05	Utility Potholing	100	EA	\$ 460.00	\$ 46,000.00												100.00%	100.000	\$ 46,000.00	\$ 46,000.00	
128	2-09	Shoring or Extra Excavation Class B	1	LS	\$ 13,640.00	\$ 13,640.00				33%	0.33	\$ 4,438.40							67%	0.675	\$ 9,201.60	\$ 13,640.00
129	4-04	Crushed Surfacing Top Course for Trench Backfill	1091	CY	\$ 151.00	\$ 164,741.00				33%	355.01	\$ 53,606.03							67%	735.993	\$ 111,134.97	\$ 164,741.00
130	5-04	HMA for Utility Trench Cl. 1/2" PG 58H-22	279	TN	\$ 266.00	\$ 74,214.00				33%	90.79	\$ 24,148.92							67%	188.215	\$ 50,065.08	\$ 74,214.00
131	7-05	Adjust Sanitary Sewer Manhole Cone	1	EA	\$ 655.00	\$ 655.00												100.00%	1.000	\$ 655.00	\$ 655.00	
132	8-35	Adjust Franchise Utility Vault	5	EA	\$ 1,940.00	\$ 9,700.00				20%	1.00	\$ 1,940.00							80%	4.000	\$ 7,760.00	\$ 9,700.00
133	8-35	Franchise Utility Coordination	1	LS	\$ 460.00	\$ 460.00				33%	0.33	\$ 149.68							67%	0.675	\$ 310.32	\$ 460.00
134	8-35	Lumen Utility Coordination	1	LS	\$ 460.00	\$ 460.00	100.00%	1.000	\$ 460.00													\$ 460.00
135	8-35	Sand Bedding Incl. Haul	1455	TN	\$ 31.00	\$ 45,105.00				33%	473.45	\$ 14,676.98							67%	981.540	\$ 30,428.02	\$ 45,105.00
136	8-35	Extra Trench Excavation Incl. Haul	70	CY	\$ 42.00	\$ 2,940.00				33%	22.78	\$ 956.66							67%	47.222	\$ 1,983.34	\$ 2,940.00
137	8-35	Install 2" Diameter Conduit - PSE Power	1250	LF	\$ 5.00	\$ 6,250.00							60%	750.000	\$ 3,750.00	40%	500.000	\$ 2,500.00				\$ 6,250.00
138	8-35	Install 3" Diameter Conduit - PSE Power	920	LF	\$ 6.00	\$ 5,520.00							60%	552.000	\$ 3,312.00	40%	368.000	\$ 2,208.00				\$ 5,520.00
139	8-35	Install 4" Diameter Conduit - PSE Power	4300	LF	\$ 6.00	\$ 25,800.00							60%	2580.000	\$ 15,480.00	40%	1720.000	\$ 10,320.00				\$ 25,800.00
140	8-35	Install 6" Diameter Conduit - PSE Power	3400	LF	\$ 7.00	\$ 23,800.00							60%	2040.000	\$ 14,280.00	40%	1360.000	\$ 9,520.00				\$ 23,800.00
141	8-35	Install Handhole - PSE	10	EA	\$ 514.00	\$ 5,140.00							60%	6.000	\$ 3,084.00	40%	4.000	\$ 2,056.00				\$ 5,140.00
142	8-35	Install Junction Box - PSE	4	EA	\$ 561.00	\$ 2,244.00							60%	2.400	\$ 1,346.40	40%	1.600	\$ 897.60				\$ 2,244.00
143	8-35	Install Vault - PSE	6	EA	\$ 2,888.00	\$ 17,328.00							60%	3.600	\$ 10,396.80	40%	2.400	\$ 6,931.20				\$ 17,328.00
144	8-35	Install Pull Vault - PSE	1	EA	\$ 3,777.00	\$ 3,777.00							60%	0.600	\$ 2,266.20	40%	0.400	\$ 1,510.80				\$ 3,777.00
145	8-35	Install Switch - PSE	2	EA	\$ 4,044.00	\$ 8,088.00							60%	1.200	\$ 4,852.80	40%	0.800	\$ 3,235.20				\$ 8,088.00
146	8-35	Install 2" Diameter Conduit - Comcast	920	LF	\$ 5.00	\$ 4,600.00				100.00%	920.000	\$ 4,600.00										\$ 4,600.00
147	8-35	Install 4" Diameter Conduit - Comcast	4700	LF	\$ 6.00	\$ 28,200.00				100.00%	4700.000	\$ 28,200.00										\$ 28,200.00
148	8-35	Install Vault - Comcast	14	EA	\$ 1,100.00	\$ 15,400.00				100.00%	14.000	\$ 15,400.00										\$ 15,400.00
149	8-35	Install Pedestal - Comcast	6	EA	\$ 540.00	\$ 3,240.00				100.00%	6.000	\$ 3,240.00										\$ 3,240.00
150	8-35	Install 6" Diameter Conduit - PSE Power Relocation	1520	LF	\$ 7.00	\$ 10,640.00							100.00%	1520.000	\$ 10,640.00							\$ 10,640.00
151	8-35	Fluidized Thermal Backfill - PSE Power Relocation	80	CY	\$ 294.00	\$ 23,520.00							100.00%	80.000	\$ 23,520.00							\$ 23,520.00
152	8-36	Electrical Service Conversion	6	EA	\$ 6,520.00	\$ 39,120.00													100.00%	6.000	\$ 39,120.00	\$ 39,120.00
153	8-36	Property Restoration for Franchise Utility	1	EST	\$ 20,000.00	\$ 20,000.00													100.00%	1.000	\$ 20,000.00	\$ 20,000.00
154	8-36	Private Service Trench	400	LF	\$ 25.00	\$ 10,000.00													100.00%	400.000	\$ 10,000.00	\$ 10,000.00
Schedule B SubTotal						\$ 889,930.00						\$ 235,971.95			\$ 184,719.43			\$ 100,372.96			\$ 368,405.66	\$ 889,930.00
Tax @ 10.2%						\$ 90,772.86						\$ 46.92			\$ 18,841.38			\$ 10,238.04			\$ 37,577.38	\$ 90,772.86
Schedule B Total						\$ 980,702.86			\$ 506.92			\$ 260,041.09			\$ 203,560.82			\$ 110,611.00			\$ 405,983.04	\$ 980,702.86

Joint Utility Trench Agreement
 Between City of Des Moines and Comcast
 S. 216th Street, Segment 1- A Improvements

SYSTEM ACCESS FUND PROJECT AGREEMENT
BETWEEN CITY OF DES MOINES AND THE CENTRAL PUGET SOUND
REGIONAL TRANSIT AUTHORITY FOR
BARNES CREEK TRAIL SOUTH SEGMENT

GA 0156-22

This Agreement, made and entered into between the City of Des Moines (hereinafter “City”), and the Central Puget Sound Regional Transit Authority, (hereinafter "Sound Transit");

WHEREAS, the Sound Transit 3 (“ST3”) high capacity transit system expansion plan was approved by the voters in November 2016 and includes a \$100 million System Access Program to “fund such projects as safe sidewalks and protected bike lanes, shared use paths, improved bus-rail integration, and new pick-up and drop-off areas that provide convenient access so that more people can use Sound Transit services;”

WHEREAS, Sound Transit opened the System Access Fund 2019 Call for Projects in February 2019 and subsequently evaluated applications from local governments against evaluation criteria identified by the Sound Transit Executive Committee;

WHEREAS, at the conclusion of the public comment period and online open house in August 2019, the Sound Transit Board of Directors approved 30 applications from 27 local governments on September 26, 2019;

WHEREAS, Sound Transit and the City have a joint interest in delivering on improvements to the Barnes Creek Trail South Segment, (hereinafter the “Project”), which was duly approved by the Sound Transit Board as part of the System Access Program by virtue of M2019-97;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, it is mutually agreed as follows:

1. GENERAL

- 1.1. Purpose. The intent of this Agreement is to establish the terms and conditions for the eligible work to be performed for the Project during the duration of this Agreement. Attached hereto as **Exhibit A**, is the Scope of Work and Deliverables, which outlines the activities, products and general capital improvements eligible for funding by Sound Transit, as presented to Sound Transit in City’s application for Project funding. Funds may be expended on eligible elements listed in **Exhibit A** up to the not to exceed amount outlined in Section 1.2 below.

1.2. Agreement Not-to-Exceed Amount. The total amount of the Agreement shall not exceed \$1,985,000. No payments will be made in excess of the established not-to-exceed amount according to the Project Description outlined in Section 2.1 below.

The funding amount provided by Sound Transit does not include federal funding.

2. PROJECT DESCRIPTION

2.1. The Project to construct approximately 1,400 lineal feet of 10-foot-wide multi-use trail is identified in Exhibit A, Scope of Work and Deliverables. Sound Transit funding will support one Phase:

2.1.1. Construction Phase. The City will construct the Project. To be reimbursed for the Construction Phase, the City must provide the following: 1) **Exhibit B**, Final Design Plans, 2) **Exhibit C**, Project Funding Plan; 2) **Exhibit D**, Funding Certification Letter for the Construction Phase; 3) **Exhibit E**, Project Schedule; 4) **Exhibit F**, Environmental Review Certification; 5) **Exhibit G**, ROW Certification; 6) **Exhibit H**, Engineer's Estimate

3. PROJECT MANAGEMENT

3.1. Designated Representatives. The City and Sound Transit have designated formal points of coordination for this Agreement. The Designated Representatives shall communicate regularly to discuss the status of the tasks to be performed, to identify upcoming decisions related to the Project, to provide any information or input necessary to inform those decisions, and to resolve any issues or disputes related to the Project consistent with this Agreement.

The Designated Representatives are:

CITY

Tommy Owen, P.E.
City Engineer
21650 11th Ave South
Des Moines, WA 98198
TOwen@desmoineswa.gov

SOUND TRANSIT

Alex Krieg
Director, Access & Integration
401 S Jackson St
Seattle WA 98104
206-903-7663
Alex.Krieg@soundtransit.org

The Parties may change designated representatives by written notice to the other Party during the term of the Agreement.

3.2. Reporting Requirements. The City is required to submit a Quarterly Progress Report to Sound Transit's Designated Representative to include the below elements (**Exhibit I**: Template for Reporting Requirements). The report may include supporting documentation (photos, City documentation, financial information, etc.).

- 3.2.1. Project Update. Status of major activities in the reporting period, both current and upcoming.
- 3.2.2. Assessment of on-going risks. The City will notify Sound Transit of any issues that may affect the Project Schedule and overall implementation of the Project.
- 3.2.3. Project Funding. Summary of expenditures during reporting period, and expected expenditures in the subsequent reporting period.
- 3.3. Eligible Costs. Eligible costs include actual costs identified in **Exhibit A**, Scope of Work and Deliverables.
- 3.4. Additional Project Funding. The Not-to-Exceed funding amount in Paragraph 1.2 represents approximately eighty-eight percent (88%) of the total Project cost. The City is responsible for obtaining the balance of the Project funding described in the Funding Plan attached as **Exhibit B**.
- 3.5. Project Schedule. The parties agree to the project schedule identified in **Exhibit E**, Project Schedule. The City shall complete all work and deliverables of the Project before one year after the expected project completion date shown in **Exhibit E**, Project Schedule, unless otherwise mutually agreed in writing by both Parties. The City is responsible for notifying Sound Transit of any material changes to the Project Schedule and rationale for the change in writing as part of its quarterly reporting requirements.
- 3.6. City Work. The City is solely responsible for the environmental review, design, permitting, construction, project and construction management of all applicable Project elements including, but not limited to, procurement and construction administration. The City is responsible for all costs relating to the operations or maintenance of service and capital improvements related to the Project upon its completion. The City will be the owner of the completed Project. Sound Transit is not responsible for funding any service operations or for maintenance of any improvements implemented under this Agreement.
- 3.7. Signage. Any identification signage that is used during the Project shall identify Sound Transit as a funding partner.
- 3.8. Project Closeout. Before payment of the final invoice, The City and Sound Transit will meet to ensure final deliverables are complete per **Exhibit A**, Scope of Work and Deliverables.

4. INVOICING

- 4.1. The City will submit quarterly invoices and supporting documentation that align with the Scope of Work and Deliverables for payment (See **Exhibit J**, Invoice Template). The invoices must include the Sound Transit purchase order number provided by Sound Transit.
- 4.2. The City will submit its invoices with the required documentation, via email to accountspayable@soundtransit.org. Invoices will be paid within thirty (30) calendar days of Sound Transit's receipt of the invoice and acceptable and complete supporting documentation.

- 4.3. The City agrees that within forty-five (45) calendar days of the City's acceptance of work for each phase to submit a final (closing) invoice for that Phase.
- 4.4. If Sound Transit determines that an invoice lacks sufficient documentation to support payment, Sound Transit will notify the City of its determination within fifteen (15) calendar days of receipt of invoice and request that the City provide additional documentation. Sound Transit may withhold payment of the invoice until supporting documentation is provided, however such approval shall not be unreasonably withheld.

5. TERM, SUSPENSION, AND TERMINATION

- 5.1. Term. This Agreement shall take effect upon the last date of signature by the Parties as set forth below. This Agreement shall remain in effect until 180 consecutive calendar days following Project completion, unless extended by mutual written agreement of the Parties, superseded by a future agreement, or suspended or terminated in accordance with this Section 5.
- 5.2. Termination by Sound Transit. Sound Transit may terminate this Agreement by written notice under the following circumstances:
 - 5.2.1. If work as defined in **Exhibit A** is not completed by one year after the expected project completion date shown in **Exhibit E**, Project Schedule, unless otherwise agreed to by the Parties.
 - 5.2.2. If the City fails to make progress towards completing the Project and the City has not provided adequate assurances of its desire or ability to complete the Project and commence operations.

If the Agreement is terminated under this Section 5.2, the City shall reimburse Sound Transit the full amount of all payments it made to the City under this Agreement within 90 (ninety) calendar days of the date of termination. The City may ask for an extension of time to complete the Project for good cause. Sound Transit's agreement to extend the completion will not be unreasonably withheld.

- 5.3. Termination by Either Party. Either Party may terminate this Agreement for cause in the event that the other Party fails to fulfill its material obligations under this Agreement in a timely manner or breaches any material provision of this Agreement and the Dispute Resolution Process has failed to reach resolution within the timelines described therein. The Party wishing to terminate this Agreement for cause will provide the other Party with written notice of its intent to terminate and will give the other Party an opportunity to correct the failure to perform or breach within thirty (30) calendar days of the notice or within such longer period as may be necessary in the event that correction cannot reasonably be accomplished within thirty (30) calendar days. If the failure or breach is not corrected or cured, this Agreement may be terminated by the aggrieved Party by giving ninety (90) calendar days' notice to the other Party.

- 5.4. Except as provided in this Section, a termination by either Party will not extinguish or release either Party from liability for costs or obligations existing as of the date of termination. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of this Agreement.

6. INDEMNITY

- 6.1. To the maximum extent permitted by law, the City will hold harmless from, and indemnify and defend Sound Transit (including its board members, officers, directors and employees) (the "Indemnified Parties") from and against any and all claims, demands, losses, lawsuits, actions, or liability of any kind or nature, arising out of or relating to the City's design, construction, maintenance or operation of the Project, including claims by the City's employees. **THE CITY SPECIFICALLY ASSUMES POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY THE CITY'S OWN EMPLOYEES OR FORMER EMPLOYEES AGAINST ANY INDEMNIFIED PARTY, AND FOR THAT PURPOSE THE CITY SPECIFICALLY WAIVES ALL IMMUNITY AND LIMITATIONS ON LIABILITY UNDER THE WORKERS COMPENSATION ACT, RCW TITLE 51, OR ANY INDUSTRIAL INSURANCE ACT, DISABILITY BENEFIT ACT OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION THAT WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH CLAIM. THIS INDEMNITY OBLIGATION SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CITY OR A CONTRACTOR UNDER WORKERS' COMPENSATION, DISABILITY BENEFIT OR OTHER EMPLOYEE BENEFITS LAWS. THE CITY RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO AND WAS THE SUBJECT OF MUTUAL NEGOTIATION. PROVIDED, HOWEVER, THE CITY'S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS AGAINST THE CITY BY SOUND TRANSIT, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CITY'S EMPLOYEE(S) DIRECTLY AGAINST THE CITY.** The foregoing indemnity applies only to the extent of the City's negligence.
- 6.2. The City further agrees to assume the defense of the Indemnified Parties with legal counsel acceptable to Sound Transit, whose acceptance shall not be unreasonably withheld, in all legal or claim proceedings arising out of, in connection with, or incidental to the City's work or that of its contractors, subcontractors of any tier, suppliers, consultants and sub-consultants. The City shall pay all defense expenses, including attorney's fees, expert fees, and costs incurred directly or indirectly on account of such litigation or claims, and shall satisfy any judgment rendered in connection therewith. The City may settle any suit, claim, action cost, loss penalty or damages, subject to the approval of Sound Transit, whose approval shall not be unreasonably withheld, if such settlement completely and forever extinguishes any and all liability of the Indemnified Parties. In the event of litigation between the Parties hereto to enforce the rights under this provision, reasonable attorney fees shall be allowed to the prevailing party.

6.3. Each Party agrees to bear full responsibility for any and all tax liabilities owed that may arise in relation to this Agreement, and each Party will fully indemnify and hold the other Party, its officers, agents and employees harmless from any tax liability owed by the other Party arising from or related to the transactions set forth herein, including, but not limited to, any taxes, penalties, fines, and/or interest that are assessed by any tax authority against the indemnifying Party and further including all attorneys' fees and costs incurred in response to any claims or assessments by any tax authority against indemnifying Party, its officers, agents and employees.

6.4. The obligations in this Section will survive termination or completion of this Agreement as to any claim, loss or liability arising from events occurring prior to such termination or completion.

7. AUDITS

7.1. Each Party will maintain accounts and records, including contract and financial records that sufficiently and properly reflect all direct and indirect costs of any nature expended for work performed under this Agreement so as to ensure proper accounting for all monies paid to the City by Sound Transit. These records will be maintained for a period of six (6) years after termination or expiration of this Agreement unless permission to destroy the records is granted by the Office of the Archivist pursuant to RCW Chapter 40.14 and agreed to by the Parties.

7.2. The City will make all Project records available for Sound Transit inspection upon prior reasonable written request. Audits may be performed by Sound Transit or its independent public accountants to ensure compliance with and enforcement of this Agreement. Should the audit determine that funds from Sound Transit have been used for expenses that were ineligible, then Sound Transit shall provide a copy of the auditor's determination to the City. If the City agrees with the determination, then the City will reimburse Sound Transit the amounts found to have been ineligible. If the City disputes the auditor's determination, then the matter shall be referred to the Dispute Resolution Process set forth in Section 9.

8. INSURANCE

8.1. Coverage. During the construction phase of any eligible elements within the Project, the City shall provide primary insurance coverage in the amounts that it deems necessary for construction projects of similar size and cost. If the City is self-insured, it shall provide to Sound Transit's risk manager a certificate of self-insurance. The City shall require their contractor(s) and sub-contractors to obtain and maintain insurance in amounts and types suitable to protect Sound Transit and the City from exposures presented by the work performed under this Agreement. The minimum insurance requirements during the entire term of this Agreement are set forth below:

a) Commercial General Liability in the amount of two million dollars (\$2,000,000) each occurrence limit, two million dollars (\$2,000,000) general aggregate limit, covering bodily injury including death, personal injury, property damage, Employers' Liability and

contractual coverage endorsements, and utilize insurers and coverage forms acceptable to Sound Transit.

b) Commercial Auto Liability coverage for bodily injury and property damage utilizing insurers and coverage forms acceptable to Sound Transit, with a limit of at least one million dollars (\$1,000,000) combined single limit.

c) Worker's Compensation insurance coverage, where applicable, shall comply with State of Washington Labor and Industries requirements.

d) Builders Risk coverage will be the responsibility of all contractors and subcontractors.

e) Pollution Liability (if there is any potential environmental liability exposure) in the amount of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

f) Professional Liability (if there is a potential professional liability exposure) in the amount of one million dollars (\$1,000,000) per claim.

8.2. Certificates. With the exception of self-insurance, certificates of insurance must name Sound Transit as an "Additional Insured," and shall reference the number and title of this Agreement. All insurance coverage obtained by the City or its contractors and subcontractors must name Sound Transit, its officers and employees as "additional insured's" and contain "severability of interest" (cross liability) provisions. The City's and the contractor's insurance policies shall be primary to and not contributing with any insurance or self-insurance that may be carried by Sound Transit and waive their right of Subrogation against Sound Transit. Certificates of Insurance, including the Additional Insured Endorsements, Waiver of Subrogation Endorsements and Primary and Non-Contributory Endorsements, will be provided to Sound Transit before the start of any work performed under this Agreement.

9. DISPUTE RESOLUTION

9.1. Any disputes or questions of interpretation of this Agreement or the performance of either Party under this Agreement that may arise between Sound Transit and the City shall be governed under the dispute resolution provisions in this Section 9. The Parties agree that neither Party may take or join any action in any judicial or administrative forum to challenge the other Party's performance under this Agreement until the dispute resolution process in this Section 9 has been exhausted.

9.2. The Parties agree that cooperation and communication are essential to resolving issues efficiently. The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level possible.

9.3. Either Party may refer a dispute to the dispute resolution process by providing written notice of such referral to the other Party's Designated Representative. The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute resolution process should any such disputes arise:

- a. Level One - Sound Transit's Designated Representative and the City's Designated Representative shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level One, either Party may refer the dispute to Level Two.
- b. Level Two - Sound Transit's Project Director, and the City's Departmental Leads shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level Two, either Party may refer the dispute to Level Three.
- c. Level Three - Sound Transit's Executive Director, or Designee and the City's Department Directors or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner.

9.4. In the event the dispute is not resolved at Level Three within fourteen (14) calendar days after referral of that dispute to Level Three, the Parties are free to file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this Agreement to the contrary, neither Party has any obligation to participate in mediation or any other form of alternative dispute resolution following completion of Level Three of the process described herein. A Party may decline to participate in such proceeding for any reason or no reason.

10. LEGAL PROVISIONS

10.1. Warranties. By execution of this Agreement, both Parties warrant that they have the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement, they are not in violation of any law, regulation, or agreement; and that the execution, delivery and performance of the Agreement has been duly authorized by all requisite corporate action, and that the signatories hereto, which have signed on each Parties behalf, are authorized to sign this Agreement.

10.2. No waiver. Neither Party will be relieved of its obligations to comply promptly with any provision of this Agreement by reason of any failure by the other Party to enforce prompt compliance, and such failure to enforce will not constitute a waiver of rights or acquiescence in the other Party's conduct.

- 10.3. Costs. Each Party will be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties. If either Party brings any claim or lawsuit arising from this Agreement, each Party will pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; however, nothing in this paragraph will be construed to limit the Parties' rights to indemnification.
- 10.4. Public Records. Each Party shall be responsible for its own public records and public records requests.
- 10.5. Notices. All notices required under this Agreement must be in writing and addressed to the Designated Representative. All notices must be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other Party's Designated Representative. However, notice under Section 5, termination, must be delivered in person or by certified mail, return receipt requested.
- 10.6. The parties may not unreasonably withhold requests for information, approvals or consents provided for in this Agreement; provided, however, that approvals or consents required to be given by vote of the Sound Transit Board or the City Council are recognized to be legislative actions. The parties will take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement. The City and Sound Transit will work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.
- 10.7. Time is of the essence in every provision of this Agreement. Unless otherwise set forth in this Agreement, the reference to "days" shall mean calendar days unless otherwise noted. Any reference to "working days" shall exclude any legal holidays and weekend days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.
- 10.8. No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one Party shall be deemed, or represent themselves to be, employees of any other Party.
- 10.9. This Agreement has been reviewed and revised by legal counsel for both Parties and no presumption or rule that ambiguity shall be construed against the Party drafting the document applies to the interpretation or enforcement of this Agreement. The Parties intend this Agreement to be interpreted to the full extent authorized by applicable law.
- 10.10. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

10.11. Severability. In case any term of this Agreement is held invalid, illegal, or unenforceable in whole or in part, by a court of law, the Parties will reform the agreement to satisfy the original intent of the Parties.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement by having its authorized representative affix her/his name in the appropriate space below:

SOUND TRANSIT

CITY

By: _____
Dow Constantine, CEO

By: _____
Katherine Caffrey, City Manager

Date: _____

Date: _____

Approved as to form:

Approved as to form:

By: _____
Sound Transit Legal Counsel

By: _____
City Attorney

Exhibit List:

- Exhibit A: Scope of Work and Deliverables
- Exhibit B: Final Design Plans
- Exhibit C: Project Funding Plan
- Exhibit D: Funding Certification Letter for Construction Phase
- Exhibit E: Project Schedule
- Exhibit F: Environmental Review Certification
- Exhibit G: ROW Certification
- Exhibit H: Engineer's Estimate
- Exhibit I: Template for Reporting Requirements
- Exhibit J: Invoice Form

Exhibit A: Scope of Work and Deliverables

This project includes the construction of roadway widening and non-motorized improvements along South 240th Street, with the development of the Barnes Creek Trail on the north side and the installation of curb, gutter, and sidewalk on the south side. The work involves clearing, excavation, and grading to prepare the site, followed by asphalt pavement widening, concrete sidewalks, and an asphalt overlay to enhance roadway conditions. Additional improvements include new illumination, signal modifications, and the installation of planter strips for streetscape enhancement. Stormwater management features such as conveyance systems, low-impact development (LID) installations, and a detention vault will be constructed to ensure proper drainage. Structural elements, including gravity block and soldier pile retaining walls, will be installed to support the roadway and trail infrastructure.

The project also includes utility upgrades and coordination with franchise utility providers, including the conversion of overhead utilities to underground service. As part of the work, the Highline Water District water main will be replaced within the project limits. Landscaping and restoration efforts will include irrigation installation, planting, and property restoration to ensure minimal environmental impact and aesthetic improvement.

Exhibit B: Final Design Plans

Parties confirm Final Design Plans are available and on file with each Party.

Exhibit C: Project Funding Plan

**CITY OF DES MOINES
2025-2030 CAPITAL IMPROVEMENT PLAN
(Amount in Thousands)**

Barnes Creek Trail	Project #	TRCIP0008
	Previous Project #	319.345

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

Summary Project Description:

Widen S. 240th Street roadway to three lanes at the intersections of 16th Ave and 20th Ave S. and provide a multi-use trail on the north side (Barnes Creek Trail), bike lane on the south side, transit stops, curb, gutter, and planter strips where feasible. Trail will provide connectivity between the Barnes Creek Trail on 16th Ave S. and Highline College.

Justification/Benefits: The need for pedestrian and bicycle facilities along S. 240th St. and continuation of the Barnes Creek Trail is identified in the City's Comprehensive Transportation Plan and the Six Year Transportation Improvement Plan. S. 240th St. has residential properties and Highline College that generate pedestrian and bicycle traffic along the shoulder of the road. Pedestrians use this route to access bus stops, Highline College, and the Pacific Highway corridor. The Barnes Creek Trail multi-use path will ultimately connect Highline College to South 216th St. via S. 240th St, 16th Ave S., and adjacent historic SR509 right-of-way between Kent Des Moines Rd., and S. 216th St.

PROJECT SCOPE				ANNUAL ALLOCATION							
Expenditures	Current Budget	Requested Change	Total Budget	Project to Date 12/31/23	Scheduled Year 2024	Plan Year 2025	Plan Year 2026	Plan Year 2027	Plan Year 2028	Plan Year 2029	Plan Year 2030
Design	1,711	-	1,711	1,182	479	50	-	-	-	-	-
Land & Right of Way	243	-	243	-	200	43	-	-	-	-	-
Construction	5,450	290	5,740	540	-	4,900	300	-	-	-	-
Contingency	268	252	520	-	-	490	30	-	-	-	-
Total Expenditures	7,672	542	8,214	1,722	679	5,483	330	-	-	-	-

Funding Sources	Current Budget	Requested Change	Total Budget	Project to Date 12/31/23	Scheduled Year 2024	Plan Year 2025	Plan Year 2026	Plan Year 2027	Plan Year 2028	Plan Year 2029	Plan Year 2030
King County Parks Levy	288	-	288	288	-	-	-	-	-	-	-
Transportation CIP Fund	69	-	69	69	-	-	-	-	-	-	-
Traffic Impact Fees - City Wide	190	-	190	-	50	140	-	-	-	-	-
REET I	848	50	898	490	200	158	50	-	-	-	-
Private Contributions	35	-	35	35	-	-	-	-	-	-	-
Arterial Pavement Fund	-	492	492	-	-	492	-	-	-	-	-
Federal Grants CMAQ-FHWA (Secured)	379	-	379	379	-	-	-	-	-	-	-
King County Conservation Grant (Secured)	45	-	45	45	-	-	-	-	-	-	-
Sound Transit System Access Grant (Secured)	1,900	-	1,900	-	-	1,620	280	-	-	-	-
King County Metro (Secured)	118	-	118	118	-	-	-	-	-	-	-
TIB Grant (Secured)	300	-	300	300	-	-	-	-	-	-	-
WA State Appropriation (Secured)	3,500	-	3,500	-	432	3,068	-	-	-	-	-
Total Funding	7,672	542	8,214	1,724	682	5,478	330	-	-	-	-
Funding Shortfall/Excess	-	-	-	-	-	-	-	-	-	-	-

OPERATING IMPACT				ANNUAL OPERATING IMPACT							
Operating Impact	6 Year Total			12/31/23	2024	2025	2026	2027	2028	2029	2030
Revenue	-	-	-	-	-	-	-	-	-	-	-
Expenses	-	-	-	-	-	-	-	-	-	-	-
Net Impact	-	-	-	-	-	-	-	-	-	-	-

Exhibit D: Funding Certification Letter for Construction Phase



March 7, 2025

Sound Transit
ATTN: Alex Krieg
401 Jackson St.
Seattle, WA 98104

RE: Barnes Creek Trail Project

Dear Mr. Krieg,

The Public Works Department has requested I provide documentation Sound Transit to demonstrate the City's financial ability to complete the Barnes Creek Trail Project.

Attached is the Barnes Creek Trail Project sheet which is part of the City's 2025 – 2030 Capital Improvement Plan. The plan was approved by the City Council on September 26, 2024 per Resolution No. 1475. The Barnes Creek Trail Project sheet shows the project being completed by 2026. This project is fully funded using 12 different funding sources. Costs incurred from 2024 through to completion are to be funded by the following sources:

1. Traffic Impact Fees - \$190,000.
2. Real Estate Excise Tax (REET 1) - \$408,000
3. Arterial Pavement Funds - \$492,000
4. Sound Transit System Access Grant - \$1,900,000
5. Washington State Appropriation – \$3,500,000

In summary, the Barnes Creek Trail project is a vitally important project for the City of Des Moines and has been given high priority by the Des Moines City Council and is being fully funded. I hope the information provided demonstrates the City of Des Moines has the financial ability to complete this project.

If you have any questions, or need additional information, please feel free to contact me at 206-870-6510.

Sincerely,

Jeff Friend
Finance Director

Office 206.878.4595

21630 11th Avenue S. | Des Moines, WA 98198

www.desmoineswa.gov

Exhibit E: Project Schedule

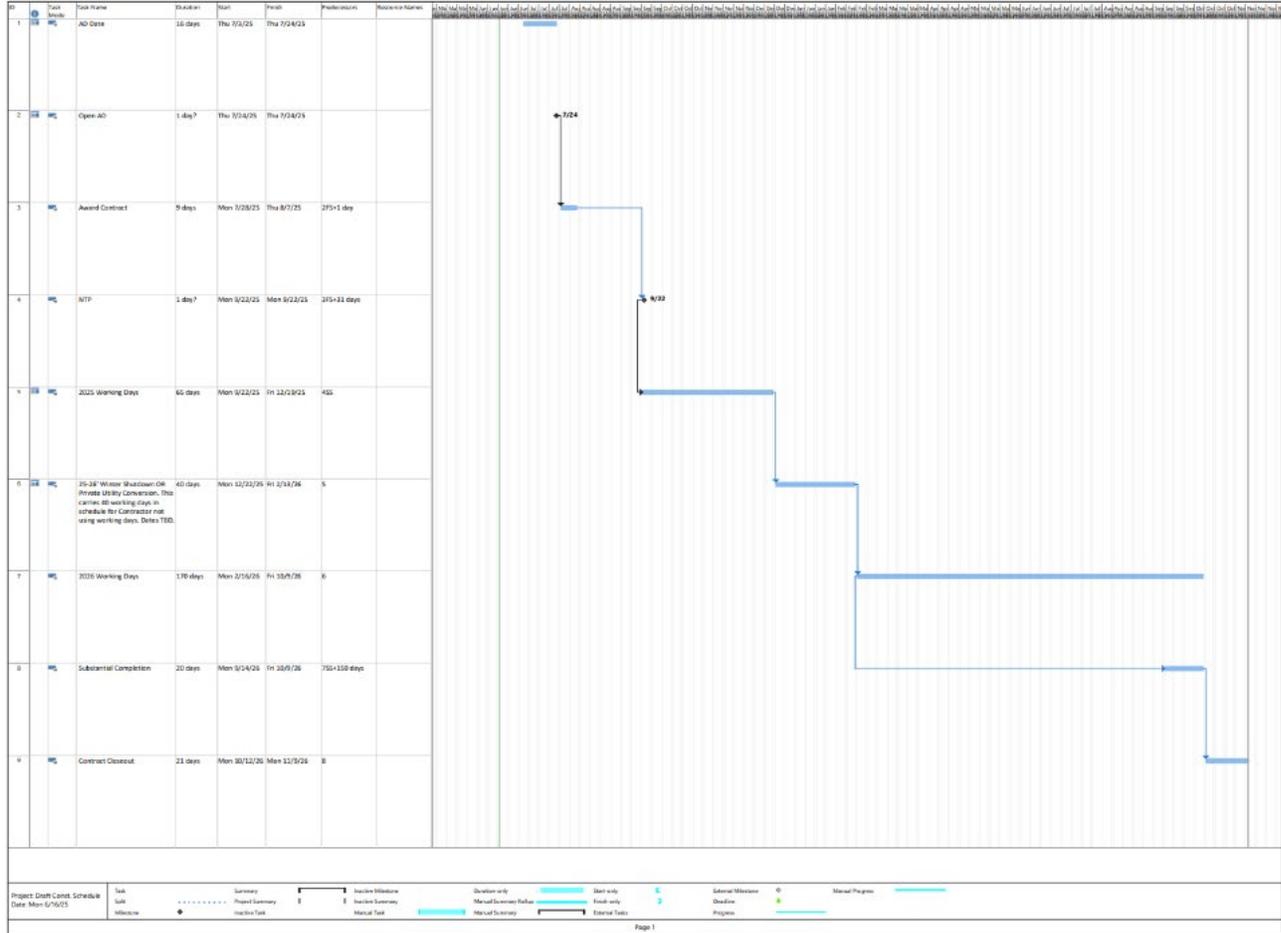
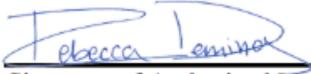


Exhibit F: Environmental Review Certification

The City of Des Moines, as lead agency for purposes of the State Environmental Policy Act (SEPA), hereby certifies that the proposal described herein has undergone environmental review in accordance with all applicable SEPA rules pursuant to Chapter 197-11 Washington Administrative Code.

The City of Des Moines has completed the following project-level environmental review documentation and submitted to Sound Transit for review:

- Letter of exemption from SEPA pursuant to WAC 197-11-800
- SEPA Environmental Checklist/Determination of Non-significance (DNS) or Mitigated DNS
- Environmental Impact Statement
- SEPA Addendum
- Other: _____



Signature of Authorized Local Government SEPA Responsible Official

Sound Transit's office of Environmental Affairs and Sustainability has reviewed the provided documents checked above and authorizes the following:

- Payment for construction (Design and Construction Agreements)
- Environmental approval to execute agreement for construction of project (Construction Only Agreement)



Signature of Corridor Environmental Manager

Exhibit G: ROW Certification



July 15, 2025

Alex Krieg
Sound Transit
401 Jackson St.
Seattle, WA 98104

RE: ROW Certification

Dear Alex,

This letter serves as the official certification that the Right-of-Way (ROW) for the Barnes Creek Trail Project has been properly secured in accordance with all applicable requirements.

The secured ROW includes all necessary property acquisitions, easements, and access rights required for the successful completion of the project. All negotiations, agreements, and settlements with affected property owners have been finalized, and appropriate documentation has been recorded with the relevant authorities. We confirm that no outstanding legal claims, disputes, or unresolved issues related to the ROW exist that would impede the commencement of construction activities.

If you require further information or additional documentation regarding the ROW certification for this project, please feel free to contact our office at (206) 460-3505.

Respectfully,

Michael P. Slevin III, PE
Public Works Director

Cc: Brandon Carver, PE, Senior Engineer
Tommy Owen, PE, PTOE, City Engineer
Allyssa Beaver, EIT, Civil Engineer I

Office 206.870.6525

www.desmoineswa.gov

21650 11th Avenue S. | Des Moines, WA 98198

Exhibit H: Engineer's Estimate



S 240TH St Barnes Creek Trail Segment

Construction Cost Estimate

Bid Submittal

REV: 03-05-25

P S O M A S

No.	Spec No.	Description	Quantity	Unit	Unit Cost	Total
SCHEDULE A - ROADWAY IMPROVEMENTS						
1	1-04	Minor Change	1	EST	\$ 40,000.00	\$ 40,000.00
2	1-05	Roadway Surveying	1	LS	\$ 80,000.00	\$ 80,000.00
3	1-05	ADA Features Surveying	1	LS	\$ 20,000.00	\$ 20,000.00
4	1-05	Record Drawings (Minimum Bid \$2,000)	1	LS	\$ 2,000.00	\$ 2,000.00
5	1-07	Apprenticeship Incentive	1	CALC	\$ 4,000.00	\$ 4,000.00
6	1-07	Apprenticeship Penalty	1	CALC	\$ (4,000.00)	\$ (4,000.00)
7	1-07	SPCC Plan	1	LS	\$ 2,000.00	\$ 2,000.00
8	1-07	Resolution of Utility Conflicts	1	EST	\$ 25,000.00	\$ 25,000.00
9	1-08	Type B Progress Schedule	1	LS	\$ 3,000.00	\$ 3,000.00
10	1-09	Mobilization	1	LS	\$ 284,700.00	\$ 284,700.00
11	1-10	Project Temporary Traffic Control	1	LS	\$ 126,500.00	\$ 126,500.00
12	1-10	Traffic Control Supervisor	1	LS	\$ 57,600.00	\$ 57,600.00
13	1-10	Pedestrian Traffic Control	1	LS	\$ 15,000.00	\$ 15,000.00
14	1-10	Flaggers	3100	HR	\$ 72.00	\$ 223,200.00
15	1-10	Portable Changeable Message Sign	6300	HR	\$ 4.00	\$ 25,200.00
16	1-10	Contractor Provided Uniformed Police Officer	900	HR	\$ 140.00	\$ 126,000.00
17	2-01	Clearing and Grubbing	1	LS	\$ 30,000.00	\$ 30,000.00
18	2-02	Removal of Structure and Obstruction	1	LS	\$ 43,000.00	\$ 43,000.00
19	2-03	Roadway Excavation Incl. Haul	1530	CY	\$ 55.00	\$ 84,150.00
20	2-03	Unsuitable Foundation Excavation Incl. Haul	50	CY	\$ 100.00	\$ 5,000.00
21	2-03	Gravel Borrow Incl. Haul	660	CY	\$ 45.00	\$ 29,700.00
22	2-03	Gravel Backfill for Walls Incl. Haul	400	TN	\$ 55.00	\$ 22,000.00
23	2-05	Utility Potholing	80	EA	\$ 600.00	\$ 48,000.00
24	2-09	Shoring or Extra Excavation Class B	1	LS	\$ 12,000.00	\$ 12,000.00
25	2-09	Shoring or Extra Excavation Class A	1	LS	\$ 9,000.00	\$ 9,000.00
26	4-04	Crushed Surfacing Top Course	1440	TN	\$ 55.00	\$ 79,200.00
27	4-04	Crushed Surfacing Top Course for Trench Backfill	810	CY	\$ 55.00	\$ 44,550.00
28	5-04	Planting Bituminous Pavement	4300	SY	\$ 8.00	\$ 34,400.00
29	5-04	HMA Cl. 1/2" PG 58H-22	1000	TN	\$ 160.00	\$ 160,000.00
30	5-04	HMA for Utility Trench Cl. 1/2" PG 58H-22	150	TN	\$ 200.00	\$ 30,000.00
31	6-13	Modular Block Wall	480	SF	\$ 90.00	\$ 43,200.00
32	6-16	Shaft - 24 In. Diameter	580	LF	\$ 205.00	\$ 118,900.00
33	6-16	Furnishing Soldier Pile - W10x30	180	LF	\$ 120.00	\$ 21,600.00
34	6-16	Furnishing Soldier Pile - W14x43	110	LF	\$ 175.00	\$ 19,250.00
35	6-16	Furnishing Soldier Pile - W16x57	350	LF	\$ 210.00	\$ 73,500.00
36	6-16	Lagging	530	SF	\$ 40.00	\$ 21,200.00
37	6-16	Cedar Fascia	156	SF	\$ 35.00	\$ 5,512.50
38	6-16	Removing Soldier Pile Shaft Obstructions	1	EST	\$ 10,000.00	\$ 10,000.00
39	7-04	Storm Sewer Pipe 4 In. diam.	29	LF	\$ 85.00	\$ 2,465.00
40	7-04	Storm Sewer Pipe 8 In. Diam.	17	LF	\$ 100.00	\$ 1,700.00
41	7-04	Storm Sewer Pipe 12 In. Diam.	1303	LF	\$ 115.00	\$ 149,845.00
42	7-04	Storm Sewer Pipe 18 In. Diam.	67	LF	\$ 180.00	\$ 12,060.00
43	7-04	Ductile Iron Storm Sewer Pipe 12 In. Diam.	10	LF	\$ 200.00	\$ 2,000.00
44	7-05	Catch Basin Type PVC	2	EA	\$ 1,500.00	\$ 3,000.00
45	7-05	Catch Basin Type 1	18	EA	\$ 2,750.00	\$ 49,500.00
46	7-05	Catch Basin Type 2 48 In. Diam.	9	EA	\$ 4,500.00	\$ 40,500.00
47	7-06	Catch Basin Type 2 54 In. Diam. w/Flow Control Riser	1	EA	\$ 8,500.00	\$ 8,500.00
48	7-05	Catch Basin Type 2 72 In. Diam.	1	EA	\$ 10,000.00	\$ 10,000.00
49	7-05	Adjust Drainage Structure to Grade	11	EA	\$ 750.00	\$ 8,250.00
50	7-05	Connect Proposed Pipe to Existing Drainage Structure	5	EA	\$ 1,000.00	\$ 5,000.00
51	7-06	Stormwater Detention Vault	1	LS	\$ 300,000.00	\$ 300,000.00
52	8-01	Erosion Control and Water Pollution Prevention	1	LS	\$ 35,000.00	\$ 35,000.00
53	8-02	Tropsoil Type A	440	CY	\$ 75.00	\$ 33,000.00
54	8-02	Bark or Wood Chip Mulch	60	CY	\$ 80.00	\$ 4,800.00
55	8-02	Arboreal Wood Chip Mulch	40	CY	\$ 60.00	\$ 2,400.00
56	8-02	Flint Compost	40	CY	\$ 85.00	\$ 3,400.00
57	8-02	Seeded Lawn Installation	1340	SF	\$ 4.00	\$ 5,360.00
58	8-02	PS Acer Rubrum 'Karpick' / Karpick Maple; 2.5" Cal., 12'-14" HL	5	EA	\$ 750.00	\$ 3,750.00
59	8-02	PS Nyssa Sylvatica 'Wildfire' / Wildfire Tupelo; 2.5" Cal., 12'-14" HL	4	EA	\$ 750.00	\$ 3,000.00
60	8-02	PS Cornus Kousa x Nuttallii / Starlight Dogwood; 2" Cal., 10'-12" HL	4	EA	\$ 700.00	\$ 2,800.00
61	8-02	PS Thuja occidentalis 'Emerald' / Emerald Green Arborvitae; 8" HL	45	EA	\$ 350.00	\$ 15,750.00
62	8-02	PS Deutzia Gracilis 'Nikko' / Dwarf Nikko Deutzia; 18" HL & Sp.	30	EA	\$ 40.00	\$ 1,200.00
63	8-02	PS Escalonia 'Newport Dwarf' / Newport Dwarf Escalonia; 2 Gal. Cont.	22	EA	\$ 40.00	\$ 880.00
64	8-02	PS Rhododendron 'Purple Gem' / Purple Gem Rhododendron; 2 Gal. Cont.	25	EA	\$ 40.00	\$ 1,000.00
65	8-02	PS Rosa x 'NOA87400A' / Flower Carpet Amber Groundcover Rose; 2 Gal. Cont.	32	EA	\$ 40.00	\$ 1,280.00
66	8-02	PS Berberis Thunbergii 'Concorde' / Concorde Japanese Barberry; 1 Gal. Cont.	37	EA	\$ 28.00	\$ 1,036.00
67	8-02	PS Prunus Laurocerasus 'Mount Vernon' / Mount Vernon English Laurel; 1 Gal. Cont.	109	EA	\$ 22.00	\$ 2,398.00
68	8-02	PS Lavandula Angustifolia 'Hidotea Blue' / Hidotea Blue English Lavender; 1 Gal. Cont.	41	EA	\$ 28.00	\$ 1,148.00
69	8-02	PS Sesleria Autumnalis / Autumn Moor Grass; 1 Gal. Cont.	181	EA	\$ 22.00	\$ 3,982.00

Exhibit H: Engineer's Estimate, continued

No.	Spec No.	Description	Quantity	Unit	Unit Cost	Total
70	8-02	PS Achillea Millefolium / Waiher Funckor / Waiher Funcke Common Yarrow; 1 Gal. Cont.	60	EA	\$ 22.00	\$ 1,320.00
71	8-02	PS Geum 'Mango Laver' / Mango Laver Avenis; 1 Gal. Cont.	200	EA	\$ 22.00	\$ 4,400.00
72	8-02	PS Rubus Calthoides 'Emerald Carpet' / Emerald Carpet Creeping Bramble; 1 Gal. Cont.	330	EA	\$ 18.00	\$ 5,940.00
73	8-02	PS Veronica 'Waldperly Blue' / Waldperly Blue Speedwell; 1 Gal. Cont.	240	EA	\$ 18.00	\$ 4,320.00
74	8-02	PS Hemerocallis Little Business / Little Business Dwarf Daylily; 1 Gal. Cont.	30	EA	\$ 22.00	\$ 660.00
75	8-02	PS Thuja Plicata / Western Red Cedar; 5 Gal. Cont.	11	EA	\$ 60.00	\$ 660.00
76	8-02	PS Pseudotsuga Menziesii / Douglas Fir; 5 Gal. Cont.	11	EA	\$ 60.00	\$ 660.00
77	8-02	PS Acer Gracilatum / Vine Maple; 1 Gal. Cont.	6	EA	\$ 29.00	\$ 174.00
78	8-02	PS Corylus Cornuta / Beaked Hazelnut; 1 Gal. Cont.	12	EA	\$ 29.00	\$ 348.00
79	8-02	PS Rosa Nutkana / Nootka Rose; 1 Gal. Cont.	12	EA	\$ 22.00	\$ 264.00
80	8-02	PS Malva Aquifolium / Tall Oregon Grape; 1 Gal. Cont.	12	EA	\$ 22.00	\$ 264.00
81	8-02	PS Syntherisma Album / Snowberry; 1 Gal. Cont.	38	EA	\$ 22.00	\$ 836.00
82	8-02	PS Polystichum Alatum / Western Sword Fern; 1 Gal. Cont.	82	EA	\$ 22.00	\$ 1,804.00
83	8-02	PS Platidium Aquilinum / Buckler Fern; 1 Gal. Cont.	82	EA	\$ 22.00	\$ 1,804.00
84	8-02	Plant Establishment - 1 Year (Min. Bid \$5,000)	1	LS	\$ 5,000.00	\$ 5,000.00
85	8-02	Property Restoration	1	EST	\$ 35,000.00	\$ 35,000.00
86	8-02	Root Barrier	206	LF	\$ 25.00	\$ 5,200.00
87	8-03	Irrigation System, Complete	1	LS	\$ 30,000.00	\$ 30,000.00
88	8-04	Cement Conc. Traffic Curb and Gutter	2810	LF	\$ 42.00	\$ 118,020.00
89	8-04	Cement Conc. Pedestrian Curb	250	LF	\$ 35.00	\$ 8,750.00
90	8-04	Cement Conc. Traffic Curb	50	LF	\$ 40.00	\$ 2,000.00
91	8-04	Extruded Curb	40	LF	\$ 35.00	\$ 1,400.00
92	8-06	Cement Conc. Driveway Entrance	900	SY	\$ 135.00	\$ 121,500.00
93	8-09	Raised Pavement Marker Type 1	9	HUND	\$ 1,000.00	\$ 9,000.00
94	8-09	Raised Pavement Marker Type 2	4	HUND	\$ 1,000.00	\$ 4,000.00
95	8-12	Coated Chain Link Fence	472	LF	\$ 60.00	\$ 28,320.00
96	8-12	Wood Fence	172	LF	\$ 110.00	\$ 18,920.00
97	8-13	Adjust Monument Case and Cover	1	EA	\$ 1,000.00	\$ 1,000.00
98	8-14	Cement Conc. Sidewalk	2150	SY	\$ 90.00	\$ 193,500.00
99	8-14	Thickened Edge Sidewalk	160	LF	\$ 100.00	\$ 16,000.00
100	8-14	Concrete Cap	90	SY	\$ 150.00	\$ 13,500.00
101	8-14	Cement Conc. Curb Ramp	14	EA	\$ 3,500.00	\$ 49,000.00
102	8-14	Cement Conc. Stairs	2	EA	\$ 3,500.00	\$ 7,000.00
103	8-18	Remove and Replace Mailbox Support	7	EA	\$ 1,200.00	\$ 8,400.00
104	8-20	Decorative Illumination System, Complete	1	LS	\$ 455,000.00	\$ 455,000.00
105	8-20	Spare Conduit System, Complete	1	LS	\$ 60,000.00	\$ 60,000.00
106	8-20	S 240th St & 16th Ave S Existing Signal Modifications, Complete	1	LS	\$ 62,000.00	\$ 62,000.00
107	8-20	S 240th St & 20th Ave S 4-Way Flashing Stop Beacon, Complete	1	LS	\$ 72,000.00	\$ 72,000.00
108	8-21	Permanent Signage	1	LS	\$ 12,000.00	\$ 12,000.00
109	8-22	Paint Line	1030	LF	\$ 9.00	\$ 9,270.00
110	8-22	Plastic Stop Line	180	LF	\$ 20.00	\$ 3,600.00
111	8-22	Plastic Crosswalk Line	1080	SF	\$ 15.00	\$ 16,200.00
112	8-22	Plastic Traffic Arrow	3	EA	\$ 400.00	\$ 1,200.00
113	8-22	Plastic Traffic Letter	8	EA	\$ 400.00	\$ 3,200.00
114	8-22	Plastic Bicycle Lane Symbol	5	EA	\$ 450.00	\$ 2,250.00
Schedule A Total						\$ 4,192,822.50
SCHEDULE B - FRANCHISE UTILITY IMPROVEMENTS						
115	1-04	Minor Change	1	EST	\$ 25,000.00	\$ 25,000.00
116	1-05	Roadway Surveying	1	LS	\$ 15,000.00	\$ 15,000.00
117	1-07	Resolution of Utility Conflicts	1	EST	\$ 20,000.00	\$ 20,000.00
118	1-09	Mobilization	1	LS	\$ 73,000.00	\$ 73,000.00
119	1-10	Project Temporary Traffic Control	1	LS	\$ 25,000.00	\$ 25,000.00
120	1-10	Traffic Control Supervisor	1	LS	\$ 19,200.00	\$ 19,200.00
121	1-10	Pedestrian Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00
122	1-10	Flaggers	1300	HR	\$ 72.00	\$ 93,600.00
123	1-10	Portable Changeable Message Sign	2000	HR	\$ 4.00	\$ 8,000.00
124	1-10	Contractor Provided Uniformed Police Officer	300	HR	\$ 140.00	\$ 42,000.00
125	2-02	Removal of Structure and Obstruction	1	LS	\$ 50,000.00	\$ 50,000.00
126	2-03	Unsuitable Foundation Excavation Incl. Haul	74	CY	\$ 80.00	\$ 5,920.00
127	2-05	Utility Pathing	100	EA	\$ 1,000.00	\$ 100,000.00
128	2-09	Shoring or Extra Excavation Class B	1	LS	\$ 20,000.00	\$ 20,000.00
129	4-04	Crushed Surfacing Top Course for Trench Backfill	1091	CY	\$ 45.00	\$ 49,095.00
130	5-04	HMA for Utility Trench Cl. 12" PG 584-22	234	TN	\$ 170.00	\$ 39,780.00
131	7-05	Adjust Sanitary Sewer Manhole Cover	1	EA	\$ 2,500.00	\$ 2,500.00
132	8-35	Adjust Franchise Utility Vault	4	EA	\$ 1,500.00	\$ 6,000.00
133	8-35	Franchise Utility Coordination	1	LS	\$ 12,000.00	\$ 12,000.00
134	8-35	Adjust Lumen Utilities	1	EST	\$ 20,000.00	\$ 20,000.00
135	8-35	Sand Bedding Incl. Haul	871	TN	\$ 50.00	\$ 43,550.00
136	8-35	Extra Trench Excavation Incl. Haul	70	CY	\$ 35.00	\$ 2,450.00
137	8-35	Install 2" Diameter Conduit - PSE Power	940	LF	\$ 8.00	\$ 7,520.00
138	8-35	Install 3" Diameter Conduit - PSE Power	930	LF	\$ 8.00	\$ 7,440.00
139	8-35	Install 4" Diameter Conduit - PSE Power	1700	LF	\$ 10.00	\$ 17,000.00
140	8-35	Install 6" Diameter Conduit - PSE Power	2600	LF	\$ 12.00	\$ 31,200.00
141	8-35	Install Handhole - PSE	10	EA	\$ 2,000.00	\$ 20,000.00
142	8-35	Install Junction Box - PSE	4	EA	\$ 3,000.00	\$ 12,000.00
143	8-35	Install Vault - PSE	6	EA	\$ 3,000.00	\$ 18,000.00
144	8-35	Install Pull Vault - PSE	1	EA	\$ 3,000.00	\$ 3,000.00
145	8-35	Install Switch - PSE	2	EA	\$ 5,000.00	\$ 10,000.00

Exhibit H: Engineer's Estimate, continued

No.	Spec No.	Description	Quantity	Unit	Unit Cost	Total
146	B-35	Install 2" Diameter Conduit - Comcast	940	LF	\$ 6.00	\$ 5,640.00
147	B-35	Install 4" Diameter Conduit - Comcast	4600	LF	\$ 10.00	\$ 46,000.00
148	B-35	Install Vault - Comcast	14	EA	\$ 3,500.00	\$ 49,000.00
149	B-35	Install Pedestal - Comcast	6	EA	\$ 2,000.00	\$ 12,000.00
150	B-35	Install 6" Diameter Conduit - PSE Power Relocation	1430	LF	\$ 12.00	\$ 17,160.00
151	B-35	Fluidized Thermal Backfill - PSE Power Relocation	60	CY	\$ 250.00	\$ 15,000.00
152	B-36	Electrical Service Conversion	6	EA	\$ 10,000.00	\$ 60,000.00
153	B-36	Property Restoration for Franchise Utility	1	EST	\$ 20,000.00	\$ 20,000.00
154	B-36	Private Service Trench	400	LF	\$ 60.00	\$ 24,000.00
Schedule B SubTotal						\$ 1,050,175.00
Tax @ 10.2%						\$ 107,117.85
Schedule B Total						\$ 1,157,292.85
SCHEDULE C - WATER MAIN (Highline Water District)						
155	1-04	Minor Change	1	FA	\$ 30,000.00	\$ 30,000.00
156	1-05	Survey for Water Main	1	LS	\$ 14,000.00	\$ 14,000.00
157	1-09	Mobilization	1	LS	\$ 90,000.00	\$ 90,000.00
158	1-07	Temporary Traffic Control Devices	1	LS	\$ 10,000.00	\$ 10,000.00
159	1-10	Flaggers and Spotters	1080	HR	\$ 50.00	\$ 54,000.00
160	1-10	Contractor Provided Uniformed Police Officer	40	HR	\$ 100.00	\$ 4,000.00
161	2-02	Final Sawcut	1	LS	\$ 8,000.00	\$ 8,000.00
162	2-09	Trench Safety Systems for Water Main	1770	LF	\$ 2.50	\$ 4,425.00
163	4-04	Crushed Surfacing Top Course	1710	TN	\$ 50.00	\$ 85,500.00
164	5-04	HMA CL 1/2 Inch PG 58H-22 For Trench Patch	360	TN	\$ 170.00	\$ 61,200.00
165	7-09	Connect to Existing Water System	5	EA	\$ 8,000.00	\$ 40,000.00
166	7-09	Furnish and Install 8-inch Class 52 Ductile Iron Water Main	210	LF	\$ 145.00	\$ 30,450.00
167	7-09	Furnish and Install 12-inch Class 52 Ductile Iron Water Main	1540	LF	\$ 150.00	\$ 231,000.00
168	7-09	Additional Ductile Iron Water Main Fittings and Restrainted Joints	1050	LBS	\$ 7.50	\$ 7,500.00
169	7-09	Abandonment of Existing AC Water Main	1	LS	\$ 35,000.00	\$ 35,000.00
170	7-09	Removal of Existing Water Main	190	LF	\$ 55.00	\$ 10,450.00
171	7-09	Resolution of Utility Conflicts	1	FA	\$ 25,000.00	\$ 25,000.00
172	7-12	8-Inch Gate Valve and Valve Box	5	EA	\$ 3,000.00	\$ 15,000.00
173	7-12	12-Inch Gate Valve and Valve Box	9	EA	\$ 4,500.00	\$ 40,500.00
174	7-14	Fire Hydrant Assembly	2	EA	\$ 10,000.00	\$ 20,000.00
175	7-14	Remove Existing Fire Hydrant and Valve Box	2	EA	\$ 3,000.00	\$ 6,000.00
176	7-15	Short Service Connection, 5/8-Inch Through 1-Inch	12	EA	\$ 3,000.00	\$ 36,000.00
177	7-16	Long Service Connection 5/8-Inch Through 1-Inch	12	EA	\$ 3,000.00	\$ 36,000.00
178	7-15	Short Service Connection, 1.5-Inch Through 2-Inch	1	EA	\$ 4,000.00	\$ 4,000.00
179	8-01	Temporary Erosion and Sedimentation Control	1	LS	\$ 13,000.00	\$ 13,000.00
180	8-02	Surface Restoration	1	LS	\$ 8,000.00	\$ 8,000.00
Schedule C SubTotal						\$ 919,025.00
Tax @ 10.2%						\$ 93,740.55
Schedule C Total						\$ 1,012,765.55
Construction Subtotal (Sch A+B+C)						\$ 6,362,680.90
Total Construction Cost Estimate						\$ 6,362,680.90

Exhibit J: Sound Transit Invoice Form

Invoice No. _____ Dated: _____

TO: Sound Transit
Accounts Payable
401 S Jackson Street
Seattle, WA 98104
accountspayable@soundtransit.org

Attention: Accounts Payable and Designated Representative

Re: Agreement Title: _____ (required)
Agreement Number: _____ (required)
PO Number: _____ (required)

The City's authorized representative certifies that Sound Transit's pro rata share of costs under this invoice is \$ _____, and is due and payable to the City in accordance with the provisions of the Agreement, and is supported by the attached invoice and supporting documentation. [*Identify the element(s), and the amounts by element, for which the amount due applies*]

The City makes the following representations and warranties to Sound Transit in connection with the Invoice:

- All work performed to date has been, unless otherwise specifically stated by the City, performed in accordance with the terms and conditions of this Agreement.
- The amount specified above has been computed in accordance with, and is due and payable under, the terms and conditions of the Agreement, has not been the subject of any previous invoice (unless disputed or rejected for payment) and is not the subject of any pending invoice from the City.

Any liability of Sound Transit arising from these representations and warranties are governed by the terms and conditions of the Agreement.

City
By: _____ Date: _____
[Name, Position]

Attachment #6

CECCANTI
4116 BROOKDALE RD. E. TACOMA WA 98446
(253) 537-2990 FAX (253) 537-6843

City of Des Moines
21650 11th Ave S.
Des Moines WA 98198
Barnes Creek Trail - South 240th St
16th Ave S. to 20th Ave S.
7/29/25 @ 11:00 AM Bid Enclosed

RECEIVED
JUL 29 2025

BY: J. Grager
10:44 a.m.

Exhibit A: Bid Documents

Barnes Creek Trail - South 240th Street - 16th Ave S to 20th Ave S

Advertisement for Bids 1

Instructions for Bidders..... 3

Bidders Checklist..... 6

Proposal 7

Form of a Bid Bond..... 19

Non-collusion Affidavit 20

Statement of Bidder’s Qualifications..... 21

Certification of Non-segregated Facilities 23

Statement of Proposed Subcontractors and Material Suppliers 24

Local Agency Subcontractor List 25

Statement of Compliance with Wage Rate Statutes 26

Statement of Bidder Responsibility Criteria 27

Advertisement for Bids

**City of Des Moines
Barnes Creek Trail - South 240th Street - 16th Ave S to 20th Ave S**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Public Works Department of the City of Des Moines, Washington, until **11:00 AM, Tuesday, July 29, 2025**, at the Engineering Building located at 21650 11th Avenue South, Des Moines, WA 98198.

Bid opening will be held immediately after at approximately **11:00 AM, Tuesday, July 29, 2025** in the Engineering Building, 21650 11th Avenue South, Des Moines, WA 98198, at which time all bids will be publicly opened and read aloud for:

**City of Des Moines
Barnes Creek Trail - South 240th Street - 16th Ave S to 20th Ave S**

Work anticipated to be performed under this contract is as follows:

This Contract provides for the construction of roadway widening on S 240th and nonmotorized improvements including the Barnes Creek Trail (BCT) on the north side of S 240th St and includes curb, gutter and sidewalk on the south side of S 240th St., and other associated construction. The Contract also includes construction of watermain along S 240th St within project limits for Highline Water District in coordination with roadway project.

Access to bidding information (plans, specifications, addenda, and Bidders List) is available through City of Des Moines' on-line plan room. Free-of-charge access is provided to Prime Bidders, Subcontractors, and Vendors by going to www.bxwa.com and clicking on "Posted Projects", "Public Works", and "City of Des Moines." This on-line plan room provides Bidders with fully usable on-line documents; with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free on-line digitizer/take-off tool. Bidders must "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List." Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at 425-258-1303 should you require assistance.

Bidders are not to contact the City of Des Moines or the Engineer to obtain Bid Documents. Any questions concerning the description of the work contained in the Contract Documents must be directed in writing to the City Project Manager, Brandon Carver, via email at Bcarver@desmoineswa.gov prior to the Bid Opening. Question received after July 23, 2025 will not be responded to prior to Bid Opening. The Engineer's estimated cost is in the range of \$5,750,000 to \$6,750,000.

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, postal money order, or bid bond made payable to the City of Des Moines in an amount not less than five percent (5%) of the amount of such bid proposal. Bid bonds shall be in a form satisfactory to the City Attorney. Should the successful bidder fail to enter into such contract and furnish satisfactorily the bond within the time stated in the specifications, the bid proposal deposit will be forfeited to the City of Des Moines.

The City reserves the right to reject any or all bids and to waive informalities in the bidding and to make the award as deemed to be in the best interest of the City. No bidder may withdraw their bid for a period of sixty (60) days after the date set for the bid opening.

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 Base Bid or Alternate(s) included in the Proposal as described in Section 1-02.6 of the Special Provisions.

The City of Des Moines hereby notifies all bidders that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color creed, sex, or national origin in consideration for an award.

“The (City of Des Moines) in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.”

By order of the City Council of the City of Des Moines.

CITY OF DES MOINES
Taria Keane, City Clerk

Published: The Seattle Times – July 8, 2025 & July 15, 2025

The Daily Journal of Commerce – July 8, 2025 & July 15, 2025

Instructions for Bidders

- IB-1 PREPARATION OF PROPOSALS. All proposals shall be submitted on the proposal forms provided in the **Bid Documents** section of the Project Specifications. The Contract forms in the **Contract Documents** section of the Specifications shall not be filled in. All spaces on the bid form shall be appropriately and legibly filled in with ink, and all prices stated in words and figures. No alterations in proposals or in the printed forms therefore, by erasures, deletions, or interpolations, will be acceptable unless each alteration is signed or initialed by the person signing the bid; if initialed, the Owner may require the Bidder to identify the alteration so initialed.
- IB-2 SUBMITTING PROPOSALS. Each proposal shall be submitted in a sealed envelope bearing on the outside the name and address of the Bidder and addressed to the Owner, naming the Project for which the bid is submitted. Also, there shall appear conspicuously on the envelope the statement: "Bid -- To Be Opened at (specified hour) on (specified date)." It shall be the sole responsibility of the Bidder to see that his bid is received by the proper time. Any bid received after the scheduled time for opening bids will be returned to the Bidder unopened. The decision as to whether or not bids that have been delayed in the mails will be opened and considered shall rest with the Owner.
- IB-3 MODIFICATION OF PROPOSALS. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modifications of the bid form which are not specifically called for in the contract documents may result in the Owner's rejection of the bid as not being responsive to the invitation. No oral or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Bidder was placed in the mail prior to the opening of the bids.
- IB-4 WITHDRAWAL OF PROPOSAL. Any Bidder may withdraw his bid, either personally, by written request, or by telegraphic request confirmed in the manner specified above, at any time prior to the scheduled closing time for receipt of bids.
- IB-5 SIGNATURES OF BIDDERS. Each Bidder shall sign his proposal, using his usual signature and giving his full business address. Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the individual signing. Bids by corporations shall be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The names of all persons signing should also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing his principal may be held to be the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing in behalf of the partnership or corporation shall be furnished.
- IB-6 QUALIFICATION OF BIDDER. Bidders are required to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon, and that they have the necessary financial resources to complete the proposed work. Refer to the **Statement of Bidder Qualifications**.

In determining the lowest responsible bid, the following elements will be considered: Whether the Bidder involved (a) maintains a permanent place of business; (b) has adequate plant equipment to do the work properly and expeditiously; (c) has a suitable financial status to meet obligations incident to the work; (d) has appropriate technical experience.

Each bidder may be required to show that former work performed by him has been handled in such a manner that there are no just or proper claims pending against such work. No Bidder will be acceptable if he is engaged in any work that impairs his ability to finance this Contract or provide proper equipment for the proper execution of same. Each Bidder shall demonstrate his ability by meeting all requirements herein stipulated, if asked for them.

- IB-7 LOCAL CONDITIONS. Each Bidder shall visit the site of the work and thoroughly and fully inform himself relative to construction hazards and procedure, labor, and all other conditions and factors, local and otherwise, which would affect the prosecution and completion of the work and the cost thereof, including the availability and cost of labor, and available facilities for transportation, handling, and storage of materials and equipment. It must be understood and agreed that all such factors have been properly investigated and considered in the preparation of every proposal submitted, as there will be no subsequent financial adjustment to any Contract awarded thereunder which is based on the lack of such prior information or its effect on the cost of the work.
- IB-8 INTERPRETATION OF CONTRACT DOCUMENTS. If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents, or finds discrepancies in or omissions from the Plans or Specifications, he may submit to the Owner a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such Contract Documents. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents. No oral interpretations of any provision in the Contract Documents will be made to any Bidder.
- IB-9 ACCEPTANCE OF PROPOSAL. The Owner reserves the privilege of rejecting all bids and not making an award. The award of the Contract, if made by the Owner, will be made to the qualified Bidder submitting the lowest and best bid, but the Owner shall determine at his own discretion whether a Bidder is qualified to perform the Contract and what bid is the lowest and best and whether it is to the interest of the Owner to accept the bid.
- IB-10 BID AND PERFORMANCE GUARANTEES. Each bid shall be accompanied by a good faith token in the amount and form specified in the Notice to Contractors as evidence of good faith and as a guarantee that if awarded the Contract, the Bidder will execute the Contract and give bond as required. The successful Bidder's good faith token will be retained until he has entered into a satisfactory Contract and furnished the required 100% (one hundred percent) Performance Bond. The Owner reserves the right to hold the certified checks, cashier's checks, or bid bonds for the three (3) lowest bidders until the successful Bidder has entered into a Contract and furnished a Performance Bond.

Bid Bonds executed in the amount, form, and manner specified shall be furnished by a Corporate Surety satisfactory to the Owner and licensed to do business at the place where the Project is located. Should the successful Bidder fail to enter into a Contract and give bond

within ten (10) days after his proposal has been accepted, the Bidder shall pay the Owner as liquidated damages the amount specified for the good faith token.

- IB-11 AGREEMENT AND BONDS. The form of Agreement which the successful Bidder, as Contractor, will be required to execute, and the forms and amounts of Surety Bonds which he will be required to furnish at the time of execution of the agreement, are included in the Contract Documents and should be carefully examined by the Bidder. The Agreement and the Surety Bonds shall be executed in one (1) original counterpart.

Bidders 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. Show unit prices in both words and figures. Final sheet on proposal must be filled in and signed by the bidder. Refer to Instructions for Bidders regarding submittal of proposals.

All schedules on the Bid Proposal must be completed, or the bid shall be considered non-responsive. Basis for award shall be total Bid for all Schedules 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) Statement of Bidder's Qualifications ✓

(e) Certificate of Non-Segregated Facilities ✓

(f) Statement of Proposed Subcontractors and Material Suppliers ✓

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

(g) Certification of Compliance with Wage Rate Statutes ✓

(h) Local Agency Subcontractor List ✓

(i) Statement of Bidder Responsibility Criteria

Proposal

Barnes Creek Trail - South 240th Street - 16th Ave S to 20th Ave S

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

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

The undersigned bidder hereby agrees to start construction within ten (10) days after the date stated in the Notice to Proceed, and to complete the contract within [230] working days thereafter. This period shall be known as the "Contract Time" for the purposes of the project.

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

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

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.

City Of Des Moines

THIS CERTIFIES THAT THE UNDERSIGNED HAS EXAMINED THE LOCATION OF

Barnes Creek Trail - South 240th Street - 16th Ave S to 20th Ave S

(NOTE: UNIT PRICES FOR ALL ITEMS, ALL EXTENSIONS, AND TOTAL AMOUNT OF BID SHALL BE SHOWN. ALL ENTRIES MUST BE TYPED OR ENTERED IN INK. SHOW PRICES IN FIGURES ONLY. FIGURES WRITTEN TO THE RIGHT OF A DOT SHALL BE INTERPRETED AS CENTS.)

Item No.	Spec. Section	Item Description	Quantity	Unit	Unit Price	Amount
SCHEDULE A - ROADWAY IMPROVEMENTS						
1	1-04	Minor Change	1	EST	\$ 40,000.00	\$ 40,000.00
2	1-05	Roadway Surveying	1	LS	\$35,000.00	\$35,000.00
3	1-05	ADA Features Surveying	1	LS	\$5,600.00	\$5,600.00
4	1-05	Record Drawings (Minimum Bid \$2,000)	1	LS	\$2,000.00	\$2,000.00
5	1-07	Apprenticeship Incentive	1	CALC	\$ 4,000.00	\$ 4,000.00
6	1-07	Apprenticeship Penalty	1	CALC	\$ (4,000.00)	\$ (4,000.00)
7	1-07	SPCC Plan	1	LS	\$ 300.00	\$ 300.00
8	1-07	Resolution of Utility Conflicts	1	EST	\$ 25,000.00	\$ 25,000.00
9	1-08	Type B Progress Schedule	1	LS	\$1,000.00	\$ 1,000.00
10	1-09	Mobilization	1	LS	\$337,803.00	\$337,803.00
11	1-10	Project Temporary Traffic Control	1	LS	\$43,400.00	\$43,400.00
12	1-10	Traffic Control Supervisor	1	LS	\$150,810.00	\$150,810.00
13	1-10	Pedestrian Traffic Control	1	LS	\$25,600.00	\$25,600.00
14	1-10	Flaggers	3100	HR	\$66.00	\$204,600.00
15	1-10	Portable Changeable Message Sign	8700	HR	\$ 2.00	\$17,400.00
16	1-10	Contractor Provided Uniformed Police Officer	900	HR	\$130.00	\$117,000.00
17	2-01	Clearing and Grubbing	1	LS	\$72,400.00	\$72,400.00
18	2-02	Removal of Structure and Obstructions	1	LS	\$90,200.00	\$90,200.00
19	2-03	Roadway Excavation Incl. Haul	1530	CY	\$ 41.00	\$62,730.00
20	2-03	Unsuitable Foundation Excavation Incl. Haul	50	CY	\$42.00	\$2,100.00

Item No.	Spec. Section	Item Description	Quantity	Unit	Unit Price	Amount
21	2-03	Gravel Borrow Incl. Haul	670	CY	\$64.00	\$42,880.00
22	2-03	Gravel Backfill for Walls Incl. Haul	400	TN	\$40.00	\$16,000.00
23	2-05	Utility Potholing	80	EA	\$460.00	\$36,800.00
24	2-09	Shoring or Extra Excavation Cl. B	1	LS	\$1,530.00	\$1,530.00
25	2-09	Shoring or Extra Excavation Cl. A	1	LS	\$1,530.00	\$1,530.00
26	4-04	Crushed Surfacing Top Course	1440	TN	\$43.00	\$61,920.00
27	4-04	Crushed Surfacing Top Course for Trench Backfill	810	CY	\$73.00	\$59,130.00
28	5-04	Planing Bituminous Pavement	4300	SY	\$10.00	\$43,000.00
29	5-04	HMA Cl. 1/2" PG 58H-22	1660	TN	\$170.00	\$282,200.00
30	5-04	HMA for Utility Trench Cl. 1/2" PG 58H-22	150	TN	\$216.00	\$32,400.00
31	6-13	Modular Block Wall	440	SF	\$61.00	\$26,840.00
32	6-16	Shaft - 24 In. Diameter	580	LF	\$229.00	\$132,820.00
33	6-16	Furnishing Soldier Pile - W10x30	180	LF	\$140.00	\$25,200.00
34	6-16	Furnishing Soldier Pile - W14x43	200	LF	\$164.00	\$32,800.00
35	6-16	Furnishing Soldier Pile - W16x57	260	LF	\$179.00	\$46,540.00
36	6-16	Lagging	480	SF	\$76.00	\$36,480.00
37	6-16	Cedar Fascia	230	BF	\$120.00	\$27,600.00
38	6-16	Removing Soldier Pile Shaft Obstructions	1	EST	\$ 10,000.00	\$ 10,000.00
39	7-04	Storm Sewer Pipe 4 In. diam.	30	LF	\$66.00	\$1,980.00
40	7-04	Storm Sewer Pipe 8 In. Diam.	20	LF	\$66.00	\$1,320.00
41	7-04	Storm Sewer Pipe 12 In. Diam.	1330	LF	\$78.00	\$103,740.00
42	7-04	Ductile Iron Storm Sewer Pipe 12 In. Diam.	21	LF	\$116.00	\$2,436.00
43	7-05	Catch Basin Type PVC	2	EA	\$823.00	\$1,646.00
44	7-05	Catch Basin Type 1	18	EA	\$1,660.00	\$29,880.00

Item No.	Spec. Section	Item Description	Quantity	Unit	Unit Price	Amount
45	7-05	Catch Basin Type 2 48 In. Diam.	7	EA	\$5,940.00	\$41,580.00
46	7-05	Catch Basin Type 2 54 In. Diam. w/Flow Control Riser	1	EA	\$12,560.00	\$12,560.00
47	7-05	Concrete Inlet	1	EA	\$1,560.00	\$1,560.00
48	7-05	Adjust Drainage Structure to Grade	11	EA	\$650.00	\$7,150.00
49	7-05	Connect Proposed Pipe to Existing Drainage Structure	5	EA	\$1,600.00	\$8,000.00
50	7-06	Stormwater Detention Vault	1	LS	\$314,200.00	\$314,200.00
51	8-01	Erosion Control and Water Pollution Prevention	1	LS	\$66,500.00	\$66,500.00
52	8-02	Topsoil Type A	440	CY	\$55.00	\$24,200.00
53	8-02	Bark or Wood Chip Mulch	60	CY	\$60.00	\$3,600.00
54	8-02	Arborist Wood Chip Mulch	40	CY	\$50.00	\$2,000.00
55	8-02	Fine Compost	40	CY	\$60.00	\$2,400.00
56	8-02	Seeded Lawn Installation	1340	SY	\$11.00	\$14,740.00
57	8-02	PS Acer Rubrum 'Karpick' / Karpick Maple; 2.5" Cal., 12'-14' Ht.	5	EA	\$170.00	\$850.00
58	8-02	PS Nyssa Sylvatica 'Wildfire' / Wildfire Tupelo; 2.5" Cal., 12'-14' Ht.	4	EA	\$170.00	\$680.00
59	8-02	PS Cornus Kousa x Nuttallii / Starlight Dogwood; 2" Cal., 10'-12' Ht.	4	EA	\$150.00	\$600.00
60	8-02	PS Thuja occidentalis 'Smaragd' / Emerald Green Arborvitae; 8' Ht.	45	EA	\$150.00	\$6,750.00
61	8-02	PS Deutzia Gracilis 'Nikko' / Dwarf Nikko Deutzia; 18" Ht. & Sp.	30	EA	\$9.00	\$270.00
62	8-02	PS Escallonia 'Newport Dwarf' / Newport Dwarf Escallonia; 2 Gal. Cont.	22	EA	\$9.00	\$198.00
63	8-02	PS Rhododendron 'Purple Gem' / Purple Gem Rhododendron; 2 Gal. Cont.	25	EA	\$9.00	\$225.00
64	8-02	PS Rosa x 'NOA97400A' / Flower Carpet Amber Groundcover Rose; 2 Gal. Cont.	32	EA	\$9.00	\$288.00
65	8-02	PS Berberis Thunbergii 'Concorde' / Concorde Japanese Barberry; 1 Gal. Cont.	77	EA	\$6.00	\$462.00
66	8-02	PS Prunus Laurocerasus 'Mount Vernon' / Mount Vernon English Laurel; 1 Gal. Cont.	109	EA	\$6.00	\$654.00
67	8-02	PS Lavandula Augustifolia 'Hidcote Blue' / Hidcote Blue English Lavender; 1 Gal. Cont.	41	EA	\$6.00	\$246.00
68	8-02	PS Sesleria Autumnalis / Autumn Moor Grass; 1 Gal. Cont.	181	EA	\$6.00	\$1,086.00
69	8-02	PS Achillea Millefolium 'Walther Funcke' / Walther Funcke Common Yarrow; 1 Gal. Cont.	40	EA	\$6.00	\$240.00
70	8-02	PS Geum 'Mango Lassi' / Mango Lassi Avens; 1 Gal. Cont.	200	EA	\$6.00	\$1,200.00

Item No.	Spec. Section	Item Description	Quantity	Unit	Unit Price	Amount
71	8-02	PS Rubus Calycinoides 'Emerald Carpet' / Emerald Carpet Creeping Bramble; 1 Gal. Cont.	330	EA	\$ 6.00	\$1,980.00
72	8-02	PS Veronica 'Waterperry Blue' / Waterperry Blue Speedwell; 1 Gal. Cont.	240	EA	\$ 6.00	\$1,440.00
73	8-02	PS Hemerocalis 'Little Business' / Little Business Dwarf Daylily; 1 Gal. Cont.	30	EA	\$ 6.00	\$180.00
74	8-02	PS Thuja Plicata / Western Red Cedar; 5 Gal. Cont.	11	EA	\$15.00	\$165.00
75	8-02	PS Pseudotsuga Menziesii / Douglas Fir; 5 Gal. Cont.	11	EA	\$15.00	\$165.00
76	8-02	PS Acer Circinatum / Vine Maple; 1 Gal. Cont.	6	EA	\$ 6.00	\$ 36.00
77	8-02	PS Corylus Cornuta / Beaked Hazelnut; 1 Gal. Cont.	12	EA	\$ 6.00	\$ 72.00
78	8-02	PS Rosa Nutkana / Nootka Rose; 1 Gal. Cont.	12	EA	\$ 6.00	\$ 72.00
79	8-02	PS Mahonia Aquifolium / Tall Oregon Grape; 1 Gal. Cont.	12	EA	\$ 6.00	\$ 72.00
80	8-02	PS Symphoricarpus Albus / Snowberry; 1 Gal. Cont.	38	EA	\$ 6.00	\$ 228.00
81	8-02	PS Polystichum Munitum / Western Sword Fern; 1 Gal. Cont.	82	EA	\$ 6.00	\$ 492.00
82	8-02	PS Pteridium Aquilinum / Bracken Fern; 1 Gal. Cont.	82	EA	\$ 6.00	\$ 492.00
83	8-02	Plant Establishment - 1 Year (Min. Bid \$5,000)	1	LS	\$5,000.00	\$5,000.00
84	8-02	Property Restoration	1	EST	\$ 35,000.00	\$ 35,000.00
85	8-02	Root Barrier	208	LF	\$ 14.00	\$2,912.00
86	8-03	Irrigation System, Complete	1	LS	\$25,000.00	\$25,000.00
87	8-04	Cement Conc. Traffic Curb and Gutter	2810	LF	\$ 29.00	\$81,490.00
88	8-04	Cement Conc. Pedestrian Curb	250	LF	\$ 26.00	\$6,500.00
89	8-04	Cement Conc. Traffic Curb	50	LF	\$ 81.00	\$4,050.00
90	8-04	Extruded Curb	40	LF	\$ 45.00	\$1,800.00
91	8-06	Cement Conc. Driveway Entrance	900	SY	\$ 70.00	\$63,000.00
92	8-09	Raised Pavement Marker Type 1	9	HUND	\$ 525.00	\$4,725.00
93	8-09	Raised Pavement Marker Type 2	4	HUND	\$ 800.00	\$3,200.00
94	8-12	Coated Chain Link Fence	472	LF	\$ 72.00	\$33,984.00
95	8-12	Wood Fence	172	LF	\$ 148.00	\$25,456.00
96	8-13	Adjust Monument Case and Cover	1	EA	\$3,600.00	\$3,600.00

Item No.	Spec. Section	Item Description	Quantity	Unit	Unit Price	Amount
97	8-14	Cement Conc. Sidewalk	2150	SY	\$ 62.00	\$ 133,300.00
98	8-14	Thickened Edge Sidewalk	20	SY	\$ 159.00	\$ 3,180.00
99	8-14	Concrete Cap	90	SY	\$ 133.00	\$ 11,970.00
100	8-14	Cement Conc. Curb Ramp	14	EA	\$ 2,357.00	\$ 32,998.00
101	8-14	Cement Conc. Stairs	2	EA	\$ 7,120.00	\$ 14,240.00
102	8-15	Quarry Spalls	5	CY	\$ 200.00	\$ 1,000.00
103	8-18	Remove and Replace Mailbox Support	7	EA	\$ 610.00	\$ 4,270.00
104	8-20	Decorative Illumination System, Complete	1	LS	\$ 554,548.00	\$ 554,548.00
105	8-20	Spare Conduit System, Complete	1	LS	\$ 24,353.00	\$ 24,353.00
106	8-20	S 240th St & 16th Ave S Existing Signal Modifications, Complete	1	LS	\$ 35,794.00	\$ 35,794.00
107	8-20	S 240th St & 20th Ave S 4-Way Flashing Stop Beacon, Complete	1	LS	\$ 90,735.00	\$ 90,735.00
108	8-21	Permanent Signing	1	LS	\$ 16,940.00	\$ 16,940.00
109	8-22	Paint Line	1630	LF	\$ 1.00	\$ 1,630.00
110	8-22	Plastic Stop Line	180	LF	\$ 18.00	\$ 3,240.00
111	8-22	Plastic Crosswalk Line	1080	SF	\$ 9.00	\$ 9,720.00
112	8-22	Plastic Traffic Arrow	3	EA	\$ 300.00	\$ 900.00
113	8-22	Plastic Traffic Letter	8	EA	\$ 100.00	\$ 800.00
114	8-22	Plastic Bicycle Lane Symbol	5	EA	\$ 350.00	\$ 1,750.00

Sch A Total Bid Amount * \$ 4,044,333.00

* Applicable sales tax shall be included in the unit and lump sum Bid prices in SCHEDULE A per Section 1-07.2(1) and WAC 458-20-171.

SCHEDULE B - FRANCHISE UTILITY IMPROVEMENTS						
115	1-04	Minor Change	1	EST	\$ 25,000.00	\$ 25,000.00
116	1-05	Roadway Surveying	1	LS	\$ 10,530.00	\$ 10,530.00
117	1-07	Resolution of Utility Conflicts	1	EST	\$ 20,000.00	\$ 20,000.00
118	1-09	Mobilization	1	LS	\$ 52,570.00	\$ 52,570.00
119	1-10	Project Temporary Traffic Control	1	LS	\$ 2,500.00	\$ 2,500.00
120	1-10	Traffic Control Supervisor	1	LS	\$ 13,710.00	\$ 13,710.00

Item No.	Spec. Section	Item Description	Quantity	Unit	Unit Price	Amount
121	1-10	Pedestrian Traffic Control	1	LS	\$3,820.00	\$3,820.00
122	1-10	Flaggers	1300	HR	\$66.00	\$85,800.00
123	1-10	Portable Changeable Message Sign	2000	HR	\$2.00	\$4,000.00
124	1-10	Contractor Provided Uniformed Police Officer	300	HR	\$130.00	\$39,000.00
125	2-02	Removal of Structure and Obstructions	1	LS	\$19,310.00	\$19,310.00
126	2-03	Unsuitable Foundation Excavation Incl. Haul	74	CY	\$42.00	\$3,108.00
127	2-05	Utility Potholing	100	EA	\$460.00	\$46,000.00
128	2-09	Shoring or Extra Excavation Class B	1	LS	\$13,640.00	\$13,640.00
129	4-04	Crushed Surfacing Top Course for Trench Backfill	1091	CY	\$151.00	\$164,741.00
130	5-04	HMA for Utility Trench Cl. 1/2" PG 58H-22	279	TN	\$266.00	\$74,214.00
131	7-05	Adjust Sanitary Sewer Manhole Cone	1	EA	\$655.00	\$655.00
132	8-35	Adjust Franchise Utility Vault	5	EA	\$1,940.00	\$9,700.00
133	8-35	Franchise Utility Coordination	1	LS	\$460.00	\$460.00
134	8-35	Lumen Utility Coordination	1	LS	\$460.00	\$460.00
135	8-35	Sand Bedding Incl. Haul	1455	TN	\$31.00	\$45,105.00
136	8-35	Extra Trench Excavation Incl. Haul	70	CY	\$42.00	\$2,940.00
137	8-35	Install 2" Diameter Conduit - PSE Power	1250	LF	\$5.00	\$6,250.00
138	8-35	Install 3" Diameter Conduit - PSE Power	920	LF	\$6.00	\$5,520.00
139	8-35	Install 4" Diameter Conduit - PSE Power	4300	LF	\$6.00	\$25,800.00
140	8-35	Install 6" Diameter Conduit - PSE Power	3400	LF	\$7.00	\$23,800.00
141	8-35	Install Handhole - PSE	10	EA	\$514.00	\$5,140.00
142	8-35	Install Junction Box - PSE	4	EA	\$561.00	\$2,244.00
143	8-35	Install Vault - PSE	6	EA	\$2,888.00	\$17,328.00
144	8-35	Install Pull Vault - PSE	1	EA	\$3,777.00	\$3,777.00
145	8-35	Install Switch - PSE	2	EA	\$4,044.00	\$8,088.00
146	8-35	Install 2" Diameter Conduit - Comcast	920	LF	\$5.00	\$4,600.00

Item No.	Spec. Section	Item Description	Quantity	Unit	Unit Price	Amount
147	8-35	Install 4" Diameter Conduit - Comcast	4700	LF	\$ 6.00	\$28,200.00
148	8-35	Install Vault - Comcast	14	EA	\$1,100.00	\$15,400.00
149	8-35	Install Pedestal - Comcast	6	EA	\$ 540.00	\$3,240.00
150	8-35	Install 6" Diameter Conduit - PSE Power Relocation	1520	LF	\$ 7.00	\$10,640.00
151	8-35	Fluidized Thermal Backfill - PSE Power Relocation	80	CY	\$294.00	\$23,520.00
152	8-35	Electrical Service Conversion	6	EA	\$6,520.00	\$39,120.00
153	8-35	Property Restoration for Franchise Utility	1	EST	\$ 20,000.00	\$ 20,000.00
154	8-35	Private Service Trench	400	LF	\$ 25.00	\$10,000.00

Schedule B Subtotal Amount \$ ~~77,889,930.00~~ ^{90,772.86}

Schedule B Tax 10.2% Amount \$ 90,772.86

Schedule B Total Amount \$ 980,702.86

SCHEDULE C - WATER MAIN (Highline Water District)						
Item No.	Spec. Section	Item Description	Quantity	Unit	Unit Price	Amount
155	1-04	Minor Change	1	FA	\$ 30,000.00	\$ 30,000.00
156	1-05	Survey for Water Main	1	LS	\$3,530.00	\$3,530.00
157	1-09	Mobilization	1	LS	\$6,730.00	\$6,730.00
158	1-07	Temporary Traffic Control Devices	1	LS	\$1,400.00	\$1,400.00
159	1-10	Flaggers and Spotters	1080	HR	\$66.00	\$71,280.00
160	1-10	Contractor Provided Uniformed Police Officer	40	HR	\$130.00	\$5,200.00
161	2-02	Final Sawcut	1	LS	\$15,300.00	\$15,300.00
162	2-09	Trench Safety Systems for Water Main	1770	LF	\$ 1.00	\$1,770.00
163	4-04	Crushed Surfacing Top Course	1710	TN	\$38.00	\$64,980.00
164	5-04	HMA CL 1/2 Inch PG 58H-22 For Trench Patch	360	TN	\$177.00	\$63,720.00
165	7-09	Connect to Existing Water System	8	EA	\$3,310.00	\$26,480.00
166	7-09	Furnish and Install 8-Inch Class 52 Ductile Iron Water Main	210	LF	\$164.00	\$34,440.00
167	7-09	Furnish and Install 12-Inch Class 52 Ductile Iron Water Main	1540	LF	\$143.00	\$220,220.00
168	7-09	Additional Ductile Iron Water Main Fittings and Restrained Joints	1000	LBS	\$ 8.00	\$8,000.00
169	7-09	Abandonment of Existing AC Water Main	1	LS	\$20,000.00	\$20,000.00
170	7-09	Removal of Existing Water Main	210	LF	\$ 20.00	\$4,200.00

Item No.	Spec. Section	Item Description	Quantity	Unit	Unit Price	Amount
171	7-09	Resolution of Utility Conflicts	1	FA	\$ 25,000.00	\$ 25,000.00
172	7-12	8-Inch Gate Valve and Valve Box	5	EA	\$ 2,016.00	\$ 10,080.00
173	7-12	12-Inch Gate Valve and Valve Box	9	EA	\$ 3,800.00	\$ 34,200.00
174	7-14	Fire Hydrant Assembly	2	EA	\$ 9,500.00	\$ 19,000.00
175	7-14	Remove Existing Fire Hydrant and Valve Box	2	EA	\$ 1,300.00	\$ 2,600.00
176	7-15	Short Service Connection, 5/8-Inch Through 1-Inch	12	EA	\$ 3,230.00	\$ 38,760.00
177	7-15	Long Service Connection 5/8-Inch Through 1 Inch	12	EA	\$ 3,980.00	\$ 47,760.00
178	7-15	Short Service Connection, 1.5-Inch Through 2-Inch	1	EA	\$ 6,888.00	\$ 6,888.00
179	8-01	Temporary Erosion and Sedimentation Control	1	LS	\$ 7,300.00	\$ 7,300.00
180	8-02	Surface Restoration	1	LS	\$ 9,730.00	\$ 9,730.00

Schedule C Subtotal Amount \$ 778,568.00

Schedule C Tax 10.2% Amount \$ 79,413.94

Schedule C Total Amount \$ 857,981.94

Item No.	Spec. Section	Item Description	Quantity	Unit	Unit Price	Amount
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PROPOSAL FORM (Continued)

Schedule A Total Amount Brought Forward \$ 4,044,333.00

Schedule B Total Amount Brought Forward \$ 980,702.86

Schedule C Total Amount Brought Forward \$ 857,981.94

Project Total Cost (Schedule A+B+C) (in words)

\$ Five Million Eight Hundred Eighty Three Seventeen and Eighty Cents

Project Total Cost (Schedule A+B+C) (in figures)

\$ 5,883,017.80

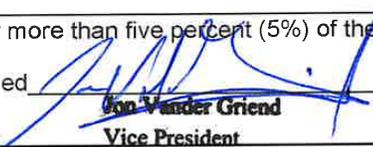
Proposal (Continued)

Total \$ 5,883,017.80

Total Bid Price (in figures) \$ 5,883,017.80

Total Bid Price (in words) Five Million Eight Hundred Eighty three Seventeen + Eighty Cents

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

Signed 

Title Vice President

Name of Bidder

Registration or license, Division of Professional Licensing:

1. License Number CECCAI*227CB

2. Date 7/29/25

3. Contractor's Signature 

4. Title Vice President

Address of Bidder: 4116 Brookdale Rd E Tacoma WA 98446
Street City Zip

Telephone Number of Bidder (253)537-2990
Office Home

Email Contacts ed@ceccantiinc.com

jon@ceccantiinc.com

Date of Bid 7/29/25

Receipt is hereby acknowledged for the following Addenda:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Signature</u>
1	7/16/25	

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

Bid proposal to be submitted in a sealed envelope marked "Bid Enclosed" for **Barnes Creek Trail - South 240th Street - 16th Ave S to 20th Ave S**

Form of a Bid Bond

BID BOND DEPOSIT

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

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

Signature Jon Vander Griend
Jon Vander Griend
Vice President **BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Ceccanti, Inc. , as Principal, and Merchants Bonding Company (Mutual) , as Surety, are held and firmly bound unto the City of Des Moines , as Obligee, in the penal sum of Five Percent of the Total Bid Amount dollars (\$ 5%) 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 Obligee shall make award to the Principal for the **Barnes Creek Trail - South 240th Street - 16th Ave S to 20th Ave S**, 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 Obligee 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 Obligee; or, if the Principal shall in case of failure so to do, pay and forfeit to the Obligee 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 Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS 29th DAY OF July , 20 25 .

Ceccanti, Inc.: Jon Vander Griend

Principal **Jon Vander Griend**
Vice President

Merchants Bonding Company (Mutual): Peggy A. Flith
Surety **Peggy A. Flith**



Received return of deposit in the sum of _____

Date _____

Signature _____



MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

George C Schroeder; Jennifer Mendenhall; Nicholas W Paget; Peggy A Firth; Shawn M Wilson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

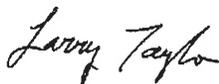
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025.

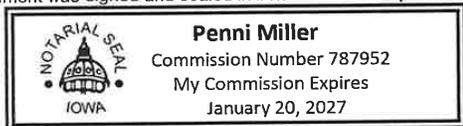


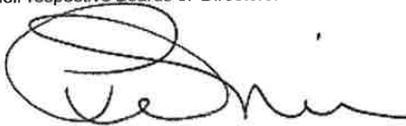
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 29th day of July, 2025.




Secretary

POA 0018 (5/25)

Non-collusion Affidavit

City of Des Moines

STATE OF WASHINGTON)

) ss.

County of King)

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

Signature _____ Jon Vander Griend

Vice President

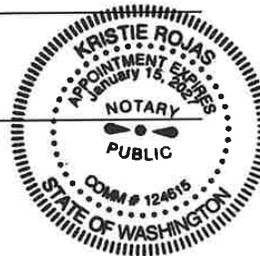
Subscribed and sworn to before me this 29 day

of July, 2025.

Kristie Rojas

Notary Public in and for the State of Washington

Residing at Puyallup



My commission expires 01-15-27

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: Ceccanti, Inc

2. Business address and telephone number:
 4116 Brookdale Rd E
 Tacoma WA 98446
 (253) 537-2990

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

4. Contracts now in hand (gross amount):
 \$ 259 million

5. General character of work performed by said company:
 Heavy Civil, Earthwork, Utilities

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

7. List of company's major equipment:
 See attached

Five projects completed by Ceccanti, Inc within the last 5 years

07-29-25

1. City of Des Moines
21650 11th Ave. South
Des Moines, WA 98198
206-870-6539
Project name: Transportation Gateway Project South 216th Street – Segment 3
Location: 1805 S 216th Street Des Moines, WA 98198
Description: Widening Roadway and Construction Curb
Project Manager – Ed Armijo
Project Superintendent: Mike Field
Contract amount: \$6,102,221.00
Final contract amount: \$6,058,708.59
Start date: 04/01/2019
Date of Completion: 09/24/2020
Project Engineer: Scott J Romano –
21650 11th Ave. South
Des Moines, WA 98198
206-870-6539
Owners Project Engineer: Terry Wright & Janessa Donato
Government agency: YES
Own forces – 75%

2. City of Maple Valley
P.O. BOX 320
Maple Valley, WA 98038
425-413-8800
Project name: Witte Road Phase 3 – North Improvements
Location: Witte Rd SE from SE 249th Place to 254th Place SE
Description: Roadway Improvements & Underground Utilities
Project Manager – Amy Esparza
Project Superintendent: Eddie Hansen
Contract amount: \$2,454,170.23
Final contract amount: \$2,431,714.05
Start date: 05/17/2021
Date of Completion: 07/14/2022
Project Engineer: Amy Shaw
P.O. BOX 320
Maple Valley, WA 98038
425-413-8800
Owners Project Engineer: Steven Chen
Government agency: YES
Own forces – 75%

3. The City of Seattle
700 5th Ave Suite 4112
Seattle, WA 98104
Project name: 2019 Arterial Asphalt and Concrete
Location: North 50th St & Green Lake Way N Seattle, WA 98103
Description: Roadway Improvements
Project Manager – Brian DeCapp
Project Superintendent: Jack Campbell
Contract amount: \$22,197,520.00
Final contract amount: \$24,628,138.00
Start date: 07/29/2019
Date of Completion: 11/23/21
Project Engineer: Liz Alzeer
700 5th Ave Suite 4112
Seattle, WA 98104
206-733-9406
Owners Project Engineer: SDOT
Government Agency: YES
Own forces – 65%

4. City of Puyallup
333 S. Meridian
Puyallup, WA 98371
Project name: Wildwood Sidewalk
Location: Wildwood Sidewalk, 31st Ferrucci Jr. High School
Description: Widening Roadway and Construction Curb
Project Manager – Ed Armijo
Project Superintendent: Mike Field
Contract amount: \$585,001.00
Final contract amount: \$520,857.00
Start date: 01/02/2019
Date of Completion: 04/12/2020
Project Engineer: Hans Hunger
333 S. Meridian
Puyallup, WA 98371
253-841-4321
Owners Project Engineer: Hans Hunger
Government agency: YES
Own forces – 80%

5. Federal Highway Admin (USDOT)
610 East Fifth Street
Vancouver, WA 98661-3801
Project Name: River S Bridge

Location: Ridgefield, WA
Description: Multi span bridge over a tributary of the Columbia River
Project Manager – Jake Brockmoller
Project Superintendent: Ed Hansen
Contract Amount: 8,214,047.70
Final Contract Amount: 8,483,232.00
Start date: 02/05/2019
Date of completion: 04/30/2021
Project Engineer: Michael Traffalis
Government Agency: YES
Own forces – 70%

8. Bank references:

Umpqua Bank - Conner Packard (206) 254-2776
1111 3rd Avenue, Suite 2900
Seattle, WA 98101

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

367 252 00

10. Dept. of Revenue registration number:

600 219 994

Name of Bidder

Ceccanti, Inc.

By

Jon Vander Griend

Title

Vice President

Date

7/29/25

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: 7/29/25

Signature: 

Name/Title: **Jon Vander Griend**
Vice President

Vendor Name: Ceccanti, Inc.

Address: 4116 Brookdale Rd E

City/State/Zip: Tacoma WA 98446

Statement of Proposed Subcontractors and Material Suppliers

Subcontractors Name, Address,
and Telephone Number

Description of Work

Tucci + Sons, LLC - 4224 Waller Rd, Tacoma, WA 98443

(253) 922-6676

Asphalt Pave

RL Aha - 10831 SE 181st St, Renton, WA 98055

(425) 226-8100

Concrete

West Coast Signal, Inc. - 20111 208th Ave SE, Renton, WA 98058

(360) 584-3084

Electrical

Andres Landscape - PO Box 1131 Oregon City, OR 97045

(503) 632-3366

Landscape

Specialized Pavement Markings - 11095 SW Industrial Way, Tualatin, OR 97062

(360) 516-9656

Pave Markings

DBM Contractors, Inc. - 1220 356th St, Federal Way, WA 98003

(253) 838-1402

Soldier Pike Wall

Material Suppliers

Material (major items only)

HD Foker 1417 Thornton Ave Pacific WA (253) 863-8600

Pipe Supplies

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (March 6, 2025), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Ceccanti, Inc.
Bidder's Business Name

[Signature]
Signature of Authorized Official*

Jon Vander Griend
Printed Name

Vice President
Title

7/29/25 Tacoma WA
Date City State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

Washington

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

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

Local Agency Subcontractor List

Local Agency Name City of Des Moines
 Local Agency Address 21650 11th Ave. S.
Des Moines WA 98198

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended
 To Be Submitted with the Bid Proposal

Project Name Barnes Creek Trail - S. 240th St - 16th Ave S. to 20th Ave S.

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, 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 structural steel installation, rebar installation, 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 DBM Contractors, Inc.
 Work to be performed Structural Steel Installation
Rebar Installation

Subcontractor Name West Coast Signal, Inc.
 Work to be performed Electrical

Subcontractor Name _____
 Work to be performed _____

Subcontractor Name _____
 Work to be performed _____

Subcontractor Name _____
 Work to be performed _____

* Bidders are notified that it 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.

DOT Form 271-015A
 Revised 08/2020

Statement of Bidder Responsibility Criteria

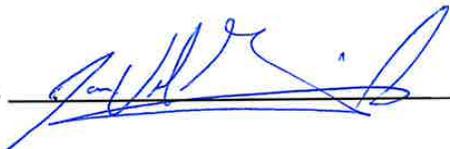
I, by signing the proposal and this statement, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned persons(s), firm, association, or corporation meet all the bidder responsibility criteria for public works contracts under RCW 39.04.350.
2. That the undersigned persons(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: Barnes Creek Trail - South 240th St - 116th Ave S.
to 20th Ave S.

Bidder's Business Name: Ceccanti, Inc.

Bidder's Name: Jon Vander Griend

Bidder's Signature: 

Bidders Title: Vice President

Date: 7/29/25



Agency Name City of Des Moines	Federal Aid Number
Prime Contractor Name Ceccanti, Inc.	Contract Number
Contract Name Barnes Creek Trail Project	

Firm/ Subcontractor Name	Address (incl. Zipcode)	DBE Status	Race	Gender	NAICS Codes	Scope of Work	Firm Age	Firm Gross Receipts
Vector Electric Group	3702 W Valley Hwy N, Ste 500, Auburn, 98001	Non-DBE	N/A	N/A	238210	Electrical	1 year	\$3-6 million
Miles Resources	400 Valley Ave NE, Puyallup, WA 98372	Non-DBE	N/A	N/A	237310	HMA Paving	75 years	Greater than \$30.72 million
Specialized Pavement Marking	11095 SW Industrial Way, Tualatin, OR 97062	Non-DBE	White	Male	237310	Pavement Marking, Stripe Removal, etc.	27 years	\$20-30.72 million
Stanley Patrick Striping	1628 Third St, Enumclaw, WA 98022	Non-DBE	N/A	N/A	237310	Pavement Marking, Stripe Removal, etc.	26 years	\$6-10 million
Andres Landscape	PO Box 1131, Oregon City, OR 97045	Non-DBE	N/A	N/A	561730	Landscaping and Irrigation	2 years	\$1-3 million
AAA Contractors, Inc.	24816 Pacific Hwy S, Kent, WA 98032	DBE	Asian-Pacific American	Male	238140,23799 0,484220	Retaining Walls, Earth Retention Sys., Truckin	12 years	\$6-10 million
Lakeside Industries, Inc.	6505 226th PL SE, Ste 200, Issaquah, 98027	Non-DBE	N/A	N/A	237310	HMA Paving	62 years	Greater than \$30.72 million
C & P Fencing, LLC	1516 Chinook Ave, Enumclaw, WA 98022	Non-DBE	White	Female	238990	Fence Installation	12 years	\$1-3 million
Commercial Fence Corp.	14420 Des Moines Mem. Dr. S Seatac, 98168	Non-DBE	N/A	N/A	238990	Fence Installation	31 years	\$10-20 million
Ground Up Road Construction	1107 140th Ave Ct, Sumner, WA 98390	Non-DBE	White	Male	237310	Asphalt Milling	34 years	\$10-20 million

If you have additional Firms or Subcontractors that submitted Bids, please complete additional forms.

Ed Armijo _____ Date 07/29/2025
 Prime Contractor Representative Estimator/Sr. Project Manager
 Title



Agency Name City of Des Moines	Federal Aid Number
Prime Contractor Name Ceccanti, Inc.	Contract Number
Contract Name Barnes Creek Trail Project	

Firm/ Subcontractor Name	Address (incl. Zipcode)	DBE Status	Race	Gender	NAICS Codes	Scope of Work	Firm Age	Firm Gross Receipts
O'Bunco Engineering	33650 6th Ave S, Ste 102, Federal Way, 98003	DBE	N/A	N/A	541370	Surveying	25 years	\$6-10 million
WE Coates Surveying	9825 Glory Dr SE, Olympia, WA 98513	DBE	Black American	Male	541370	Surveying	18 years	\$1-3 million
Lakeridge Paving Company, LLC	5680 A St SE, Auburn, WA 98092	Non-DBE	White	Male	237300	HMA Paving	56 years	\$20-30.72 million
American Surveying & Enviro	1495 NW Gilman Blvd., Ste. 14, Issaquah, 98027	Non-DBE	N/A	N/A	541370	Surveying	13 years	\$1-3 million
West Coast Signal	20111 208th Ave SE, Renton, WA 98058	Non-DBE	White	Male	238210	Electrical	14 years	\$3-6 million
Transportation Systems	6917 166th Ave E, Sumner, WA 98390	Non-DBE	White	Male	238210	Electrical	19 years	\$6-10 million
Pearson Drilling	5810 152nd St NE, Marysville, WA 98271	DBE	N/A	N/A	238910	Pile Driving/Soldier Pile Walls	38 years	\$10-20 million
Sparrow Fence, LLC	1424 Maple Dr, Enumalaw, WA 98022	Non-DBE	N/A	N/A	238990	Fence Installation	12 yeras	Less than \$1 million
DBM Contractors, Inc.	1220 356th St, Federal Way, WA 98003	Non-DBE	N/A	N/A	238910	Pile Driving/Soldier Pile Walls	58 years	\$20-30.72 million
BES Electrical Services, LLC	PO Box 129, East Olympia, WA 98540	Non-DBE	White	Male	238210	Electrical	11 yeras	\$6-10 million

If you have additional Firms or Subcontractors that submitted Bids, please complete additional forms.

Ed Armijo _____ 07/29/2025
 Prime Contractor Representative Title Date



Agency Name City of Des Moines	Federal Aid Number
Prime Contractor Name Ceccanti, Inc.	Contract Number
Contract Name Barnes Creek Trail Project	

Firm/ Subcontractor Name	Address (incl. Zipcode)	DBE Status	Race	Gender	NAICS Codes	Scope of Work	Firm Age	Firm Gross Receipts
Buckely Nursery Co.	16819 92nd St E, Sumner, WA 98390	Non-DBE	N/A	N/A	561730	Landscaping and Irrigation	66 years	\$3-6 million
Pile Contractors, Inc.	PO Box 1079, Ravensdale, WA 98051	Non-DBE	N/A	N/A	238910	Pile Driving/Soldier Pile Walls	35 years	\$10-20 million
Skyline Landscape, LLC	15000 NW Logie Trail, Hillsboro, OR 97124	Non-DBE	N/A	N/A	561730	Landscaping & Irrigation	15 years	\$3-6 million
Caliber Concrete Construction, Inc.	PO Box 1881 Milton, WA 98354	Non-DBE	N/A	N/A	237310	Concrete	36 years	\$10-20 million
Wilson Concrete Construction	PO Box 275 Enumclaw, WA 98022	Non-DBE	N/A	N/A	237310	Concrete	34 years	\$10-20 million
RL Alia Company	10831 SE 181st St, Renton, WA 98055	Non-DBE	N/A	N/A	237310	Concrete	50 years	Greater than \$30.72 million
Tucci & Sons, LLC	4224 Waller Rd, Tacoma, WA 98443	Non-DBE	N/A	N/A	237300	HMA Paving	78 years	Greater than \$30.72 million
Reign City Services, LLC	100 Andover Park W, Tukwila, WA 98188	DBE	Asian-Pacific American	Male	238210	Electrical	6 years	\$6-10 million

If you have additional Firms or Subcontractors that submitted Bids, please complete additional forms.

Ed Armijo _____ 07/29/2025
 Prime Contractor Representative Estimator/Sr. Project Manager Date



City of Des Moines

Public Works Department

21650 11th Avenue South
Des Moines, WA 98198-6317

City of Des Moines
Barnes Creek Trail - South 240th Street - 16th Ave S to 20th Ave S

Bid Submittal

July 2025

Prepared By:

P S O M A S

Officials of The City of Des Moines

MAYOR

Tracy Buxton

DEPUTY MAYOR

Harry Steinmetz

City Council

Gene Achziger

JC Harris

Matt Mahoney

Jeremy Nutting

Yoshiko Grace Matsui

City Manager

Katherine Caffrey

Public Works Director

Michael P. Slevin III, P.E.

City Engineer

Thomas Owen, P.E., PTOE

Engineer's Statement

These Specifications and Special Provisions have been prepared, except as noted otherwise, under the direction of a Professional Engineer, registered in the State of Washington, whose seal(s) and signature(s) appear below:



Welle Anderson
Engineer's Signature

7/1/25
Date

Approved For Construction

M.P. Scott #, P.E.
Public Works Director

07 JULY 2025
Date

General Table of Contents

Barnes Creek Trail - South 240th Street - 16th Ave S to 20th Ave S

Exhibit A: Bid Documents

Exhibit B: Contract Documents

Exhibit C: Special Provisions

Appendices

A Standard Plans

B Prevailing Wage Rates

C Permits

D Highline Water District Schedule C Specifications

E Pothole Plans

F Inadvertent Discovery Plan

G General Stormwater Permit

H Franchise Utility Conversion Plans