

## AGENDA

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

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

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### ROLL CALL

### CORRESPONDENCE

### COMMENTS FROM THE PUBLIC

### CITY MANAGER REPORT

- Item 1. SR3 - SEALIFE RESPONSE, REHABILITATION, AND RESEARCH
- Item 2. SOUTH KING COUNTY COMMUNITY IMPACT FUND UPDATE
- Item 3. LEGISLATIVE UPDATE
- Item 4. G2300 CLASS UPDATE

### CONSENT CALENDAR

- Item 1. APPROVAL OF VOUCHERS, [page 4](#)  
**Motion** is to approve for payment vouchers through April 28, 2023 and payroll transfers through May 05, 2023 in the attached list and further described as follows:

EFT Vendor Payments	#8286-8308	\$150,876.47
Wires	#2201-2204	\$223,223.71
Accounts Payable Checks	#164879-164899	\$178,437.41
Payroll Checks	#19672-19675	\$ 3,528.39
Direct Deposit	#5266-5433	\$444,531.35

Total Checks and Wires for A/P and Payroll: \$1,000,597.33

[Approval of Vouchers](#)

- Item 2. PUGET SOUND ENERGY EASEMENT - PARCEL 082204-9034 (FIELD HOUSE), [page 5](#)  
**Motion** is to approve the Puget Sound Energy Easement on Tax Parcel No. 082204-9034, and further authorize the City Manager to sign said easement substantially in the form at submitted.  
[Puget Sound Energy Easement – Parcel 082204-9034 \(Field House\)](#)
- Item 3. DES MOINES CREEK ESTUARY PROJECT, ENGINEERING SERVICES TASK ASSIGNMENT, [page 13](#)  
**Motion** is to approve the 2022-2023 On-Call General Civil Engineering Task Assignment 2022-10 with Parametrix Inc., to provide preliminary engineering and permitting services for the Des Moines Creek Estuary Project in the amount of \$249,754.28, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.  
[Des Moines Creek Estuary Project, Engineering Services Task Assignment](#)
- Item 4. SOUTH 216TH/MARINE VIEW DRIVE PIPE UPGRADE PROJECT, ENGINEERING SERVICES TASK ASSIGNMENT, [page 28](#)  
**Motion** is to approve the 2022-2023 On-Call General Civil Engineering Task Assignment 2023-01 with Perteet, to provide design services for the South 216th Place/Marine View Drive Pipe Upgrade Project in the amount of \$121,525.00, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.  
[South 216th-Marine View Drive Pipe Upgrade Project, Engineering Services Task Assignment](#)
- Item 5. DRAFT ORDINANCE 23-025, OBSTRUCTING A FIRE LANE, [page 50](#)  
**Motion 1** is to suspend Rule 26(a) in order to enact Draft Ordinance No. 23-025 on first reading.  
  
**Motion 2** is to enact Draft Ordinance No. 23-025 increasing the penalty for obstructing a designated fire lane and updating references in DMMC 10.08.010.  
[Draft Ordinance 23-025, Obstructing a fire lane](#)
- Item 6. 24TH AVE S IMPROVEMENTS PROJECT - INTERLOCAL AGREEMENT WITH HIGHLINE WATER DISTRICT, [page 57](#)  
**Motion** is to approve the Interlocal Agreement with Highline Water District for the 24th Ave S Improvements project, and further authorize the City Manager to sign said Interlocal Agreement substantially in the form at submitted.  
[24th Ave S Improvements Project – Interlocal Agreement with Highline Water District](#)

## **NEW BUSINESS**

- Item 1. INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10  
Minutes

## **BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS**

(4 minutes per Councilmember) - 30 minutes

## **PRESIDING OFFICER'S REPORT**

## **EXECUTIVE SESSION**

## **NEXT MEETING DATE**

June 01, 2023 City Council Regular Meeting

## **ADJOURNMENT**

**CITY OF DES MOINES  
Voucher Certification Approval**

**May 11, 2023**

**Auditing Officer Certification**

Voucher transfers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing, which has been made available to the City Council.

As of **May 11, 2023** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through April 28, 2023 and payroll transfers through May 5, 2023 included in the attached list and further described as follows:

The vouchers below have been reviewed and certified by individual departments and the City of Des Moines Auditing Officer:

  
\_\_\_\_\_  
Jeff Friend, Finance Director

		# From	# To	Amounts
<b>Claims Vouchers:</b>				
EFT's		8286	8308	150,876.47
Wires		2201	2204	223,223.71
Accounts Payable Checks		164879	164899	178,437.41
<b>Total Vouchers paid</b>				<b>552,537.59</b>
<b>Payroll Vouchers</b>				
Payroll Checks		19672	19675	3,528.39
Direct Deposit	5/5/2023	5266	5433	444,531.35
<b>Total Paychecks &amp; Direct Deposits</b>				<b>448,059.74</b>
<b>Total checks and wires for A/P &amp; Payroll</b>				<b>1,000,597.33</b>

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Puget Sound Energy Easement –  
Parcel 082204-9034 (Field House)

FOR AGENDA OF: May 11, 2023

DEPT. OF ORIGIN: Public Works

ATTACHMENTS:

- 1. Puget Sound Energy Easement

DATE SUBMITTED: May 3, 2023

CLEARANCES:

- City Clerk \_\_\_\_\_
- Community Development \_\_\_\_\_
- Courts \_\_\_\_\_
- Emergency Management \_\_\_\_\_
- Finance *[Signature]*
- Human Resources \_\_\_\_\_
- Legal */s/ TG*
- Marina \_\_\_\_\_
- Police \_\_\_\_\_
- Parks, Recreation & Senior Services */s/ KE*
- Public Works *[Signature]*

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

**Purpose and Recommendation**

The purpose of this agenda item is to seek City Council approval for a Puget Sound Energy (PSE) Easement (Attachment 1) on City of Des Moines property at the Field House Park, King County Tax Parcel No. 082204-9034. The easement will grant Puget Sound Energy the right to use a defined area in and upon Tax Parcel No. 082204-9034 to relocate existing aerial facilities underground. The following motion will appear on the consent calendar:

**Suggested Motion**

**Motion:** "I move to approve the Puget Sound Energy Easement on Tax Parcel No. 082204-9034, and further authorize the City Manager to sign said easement substantially in the form as submitted."

**Background**

Wesley Homes has submitted and received approved grading and building permits for the redevelopment of their campus per the Wesley Homes Master Plan. Under Phase 1 of the project, Wesley Homes constructed on-site improvements along South 219<sup>th</sup> Street, which required frontage improvements including utility undergrounding.

During the design process, Wesley Homes was informed through discussion with Puget Sound Energy, that the conversion from aerial to underground utilities would be significantly more difficult than expected. To assist in the development, the City agreed to defer the Phase 1 undergrounding to a later phase of the Wesley Homes Master Plan under the condition that undergrounding be extended along South 219<sup>th</sup> Street, east to 11<sup>th</sup> Avenue South outside of their project limits. Any constructed frontage improvements along South 219<sup>th</sup> Street would also be affected by the undergrounding work, therefore the City agreed to allow all frontage improvements on South 219<sup>th</sup> Street, associated with Phase 1, to be deferred to Phase 3 of the Wesley Homes Master Plan.

**Discussion**

Puget Sound Energy has developed a design in coordination with Wesley Homes to relocate aerial facilities to underground along the Wesley Homes frontage on South 219<sup>th</sup> Street, and extending to 11<sup>th</sup> Avenue South.

To facilitate the relocation efforts, Puget Sound Energy has requested a permanent utility easement (Attachment 1) to relocate a portion of their infrastructure to City property at the Fieldhouse Park, Tax Parcel No. 082204-9034.

The proposed easement is shown graphically in Exhibit 'B' of Attachment 1, and described as the North 10 (ten) feet of the East 150 (one hundred fifty) feet of the City's Fieldhouse Park property. City staff has reviewed the easement location and determined that it will not have a negative impact on the current or future needs of the City's property. Puget Sound Energy has reviewed the title report for the property and verified that the proposed easement does not conflict or encumber any other recorded easements on the title report.

The City recognizes the public benefit in granting a utility easement on City of Des Moines Parcel 082204-9034 to accommodate the utility undergrounding commitments. Wesley Homes has committed to utility undergrounding improvements beyond what is required by the Des Moines Municipal Code and therefore the easement is proposed at no cost.

**Alternatives**

The City Council could elect not to grant an easement to Puget Sound Energy. This will delay Wesley Homes Right-of-Way improvements associated with the redevelopment of their campus.

**Financial Impact**

None.

**Recommendation**

Staff recommends the adoption of the motion.

**Council Committee Review**

Not Applicable

**RETURN ADDRESS:**  
Puget Sound Energy, Inc.  
Attn: ROW Department (LO)  
PO Box 97034 / BEL08W  
Bellevue, WA 98009-9734



## EASEMENT

REFERENCE #:   
GRANTOR (Owner): **CITY OF DES MOINES**  
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **PTN. OF SE ¼ SEC. 08, TWP 22 N., RNG. 04 E. W.M.K.C.**  
ASSESSOR'S PROPERTY TAX PARCEL: **082204-9034**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF DES MOINES, a Municipal Corporation of the State of Washington** ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in King County, Washington:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.**

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

**AN EASEMENT AREA DESCRIBED AS THE NORTH 10 (TEN) FEET OF THE EAST 150 FEET (ONE HUNDRED FIFTY) OF THE ABOVE DESCRIBED PROPERTY.**

**A DIAGRAM IS ATTACHED HERETO AS EXHIBIT "B" AS A VISUAL AID ONLY.**

**THIS EASEMENT DESCRIPTION MAY BE SUPERSEDED AT A LATER DATE WITH A SURVEYED DESCRIPTION PROVIDED AT NO COST TO GRANTEE.**

**1. Purpose.** PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

**Underground facilities.** Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

**2. Easement Area Clearing and Maintenance.** PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

**3. Trees Outside Easement Area.** PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

**4. Restoration.** Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work, unless said work was done at the request of Owner, in which case Owner shall be responsible for such restoration. All restoration which is the responsibility of PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

**5. Owner's Use of Easement Area.** Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

**6. Indemnity.** PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

**7. Termination.** The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

**8. Successors and Assigns.** PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

OWNER: **CITY OF DES MOINES, a Municipal Corporation of the State of Washington**

By: \_\_\_\_\_  
(name)

Its: \_\_\_\_\_  
(title)



STATE OF WASHINGTON )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the person(s) who signed as \_\_\_\_\_, of **CITY OF DES MOINES, a Municipal Corporation of the State of Washington**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or stamp name of Notary)

**NOTARY PUBLIC** in and for the State of Washington, residing at \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_

Notary seal, text and all notations must be inside 1" margins

EXHIBIT "A"  
LEGAL DESCRIPTION  
APN: 082204-9034

PARCEL A - The West 120 ft. of the North 75 feet of the East 607 feet of the South 368 feet of the NW 1/4 of the SE 1/4 of Section 8, Township 22 North, Range 4 East, W.M., EXCEPT the North 10 feet thereof conveyed to King County by Deed recorded under Auditor's File No. 4801585; Situate in King County, Washington.

PARCEL B - Beginning 932 feet West of S.E. corner of the NW 1/4 of the SE 1/4 of Section 8, Township 22 North, Range 4 East, W.M.; thence running North along the East line of Hanes Addition to Des Moines a distance of 369.7 feet; thence East 200 feet; thence South 369.7 feet to the North line of New Addition to Des Moines; thence West to place of beginning.

ALSO, all of fractional Block 52, The New Addition to the Town of Des Moines, according to the plat recorded in Volume 4 of Plats, page 84, records of King County, Washington.

EXCEPT the South 10 feet of the North 30 feet of that portion of the East 932 feet of the NW 1/4 of the SE 1/4 of said Section 8, and the West 15 feet of the East 30 feet of the East 932 feet of the NW 1/4 of the SE 1/4 of Section lying Southerly of So. 219th St. and Westerly of 11th Ave. So. as now established by King County.

PARCEL C - The North 80 feet of the South 180 feet of the West 100 feet of the East 531.9 feet of the SE 1/4 of the NW 1/4 of the SE 1/4 of Section 8, Township 22 North, Range 4 East, W.M.

TO HAVE AND TO HOLD the said tract of land unto the Grantee (King County), its successors and assigns as long as the same shall be used for PUBLIC PARK AND RECREATIONAL PURPOSES and whenever the said Grantee (King County), shall cease to maintain the said tract of land for said purposes, the said land shall revert to and become vested absolutely in the Grantors (Des Moines Civic Betterment Committee), their successors and assigns.

PARCEL D - Lot 15, Block 54, New Addition to the Town of Des Moines, as recorded in Volume 4 of Plats, page 84, records of King County, Washington.

PARCEL F - The South 368 feet of the West 100 feet of the East 632 feet of the NW 1/4 of the SE 1/4 of Section 8, Township 22 North, Range 4 East, W.M., EXCEPT the East 75 feet of the North 120 feet thereof.

ALSO, the South 367.7 feet of the West 100 feet of the East 732 feet of the NW 1/4 of the SE 1/4 of said Section 8.

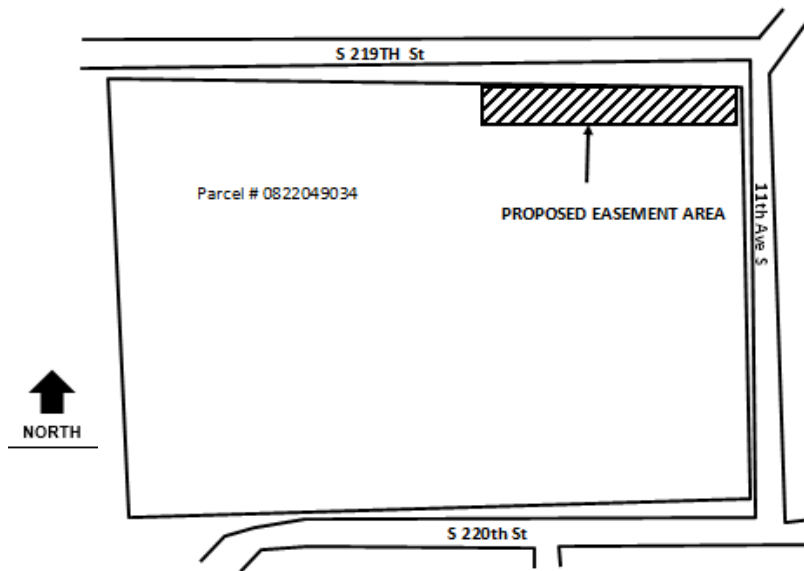
For the use of the public forever, as a public park. In the event this property is diverted to a use for any other purpose the title thereto shall revert to the Grantor (Des Moines - Zenith Improvement Club, Inc.), its successors or assigns.

PARCEL G - Beginning 345 feet West of the S.E. corner of the NW 1/4 of the SE 1/4 of Section 8, Township 22 North, Range 4 East, W.M., running thence North 367.6 feet to the South line of the Ethel O. Peck Road; thence West along said South line of said road 195.1 feet; thence South to the North line of the New Addition to the Town of Des Moines; thence East 186.9 feet to the point of beginning, LESS the South 100 feet of the West 100 feet of the above described property deeded by W.R. Case and Louise Case, husband & wife, to the above named Grantor (Des Moines Civic Betterment Committee) under date of June 22, 1938 and recorded under Auditor's File No. 3001205, and LESS the North 80 feet of the South 180 feet of the West 100 feet of the above described property deeded by W.R. Case & Louise Case, husband & wife, to Des Moines Civic Betterment Committee under the date of October 20, 1938 and recorded under Auditor's File No. 3020598.

ALSO, fractional Blocks 55 and 56, New Addition to the Town of Des Moines, as recorded in Volume 4 of Plats, page 84, records of King County, Washington, together with all rights accruing to the same by reason of the vacation of street and alley adjoining.

TO HAVE AND TO HOLD the said tract of land unto the Grantee (King County), its successors and assigns, so long as the same shall be used for PUBLIC PARK AND RECREATIONAL PURPOSES and whenever the said Grantee (King County) shall cease to maintain the said tract of land, the said land shall revert to and become vested absolutely in the Grantors (Des Moines Civic Betterment Committee), their successors and assigns.

# EXHIBIT "B" EASEMENT AREA



For visual aid purposes only to show approximate location of the easement, not to scale

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Des Moines Creek Estuary Project,  
Engineering Services Task  
Assignment

AGENDA OF: May 11, 2023

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: May 3, 2023

ATTACHMENTS:

1. Parametrix Inc., 2022-2023 On-Call  
General Civil Engineering Services Task  
Assignment 2022-10

CLEARANCES:

- City Clerk \_\_\_\_\_
- Community Development \_\_\_\_\_
- Courts \_\_\_\_\_
- Emergency Management \_\_\_\_\_
- Finance *MT* \_\_\_\_\_
- Human Resources \_\_\_\_\_
- Legal */s/ TG* \_\_\_\_\_
- Marina \_\_\_\_\_
- Police \_\_\_\_\_
- Parks, Recreation & Senior Services \_\_\_\_\_
- Public Works *Michael Jones* \_\_\_\_\_

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

**Purpose and Recommendation**

The purpose of this agenda item is to seek City Council approval for the 2022-2023 On-Call General Civil Engineering Services Task Assignment 2022-10 (Attachment 1) with Parametrix Inc., to provide preliminary engineering and permitting services for the Des Moines Creek Estuary Project. The following motion will appear on the consent calendar:

**Suggested Motion**

**Motion 1:** "I move to approve the 2022-2023 On-Call General Civil Engineering Task Assignment 2022-10 with Parametrix Inc., to provide preliminary engineering and permitting services for the Des Moines Creek Estuary Project in the amount of \$249,754.28, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted."

### **Background**

The Des Moines Creek drainage basin is home to coho salmon, chum salmon, steelhead, and cutthroat trout which have been historically identified in the lower reaches of Des Moines Creek. The basin covers 5.8 square miles and the creek itself is 3.5 miles long and flows from an elevation of about 350 feet to where it meets Puget Sound at Des Moines Beach Park. The upper watershed is heavily urbanized and includes a mix of residential and commercial land as well as a portion of the Seattle-Tacoma International Airport. The lower reaches of the creek around Des Moines Beach Park provide some of the most heavily utilized fish habitat within the watershed, due primarily to its vicinity and accessibility to Puget Sound.

The Green/Duwamish and Central Puget Sound Watershed's (WRIA 9) Salmon Habitat Plan identifies the Des Moines Creek Estuary Project as a salmon-recovery capital project that is in alignment with regional Chinook salmon recovery goals. Project goals within the estuary include restoring and securing access to the stream, creating safe fish passage, removing rock armoring from the stream bank, and creating a pocket estuary.

The City applied for a King County Flood Reduction Grant in the summer of 2022 and the Des Moines Creek Estuary Project was awarded grant funding in the amount of \$250,000. The Agreement for Award of Flood Reduction Grant Funds was approved by the City Council at its April 13<sup>th</sup>, 2023 meeting. This grant funding was awarded to support the project through the first phase of site assessment and 10% preliminary engineering design.

### **Discussion**

The Des Moines Creek Estuary project initial scoping considerations include improving riparian vegetation, removing approximately 500 feet of hard armoring and fill, increasing nearshore habitat, and creating a pocket estuary at the stream mouth. Another goal of this project is to address flooding impacts to the Des Moines Creek Beach Park. Due to sediment transport deposition and narrow hard armoring, Des Moines Beach Park has been subject to historical flooding. The project will identify potential improvements to address flooding impacts while bolstering both shoreline and estuary habitat.

The proposed task assignment with Parametrix initiates the first phase of the project which entails completing a site assessment, 10% preliminary engineering design, initial cultural resource support, public outreach support, and permit identification for improvements to the shoreline, estuary habitat and public access near the mouth of Des Moines Creek. Although the specific details of improvements will be identified as a part of this project, they may include hard armoring replacement with soft armoring, streambed modifications, riparian zone planting, and bulkhead modifications. Park and urban design will be considered as any estuary alternatives may affect existing park features, but this project does not provide for park design.

### **Alternatives**

The City Council could elect not to approve the 2022-2023 On-Call General Civil Engineering Services Task Assignment 2022-10 with Parametrix Inc. for preliminary engineering and permitting services. The City does not have adequate resources or expertise to complete the obligations of the King County Flood Reduction Grant internally. This will cause project delay as well as jeopardize current and future King County Flood Reduction Grant funding opportunities for this strategic priority.

**Financial Impact**

The City's CIP Budget includes revenues to achieve full project funding for this Consultant Services Contract task assignment. The King County Flood Reduction Grant will fully fund this phase of the project.

**Recommendation**

Staff recommends adoption of the motion.

**Council Committee Review**

The Council Environment Committee has been routinely updated on the status and progress of this project as part of staff presented CIP updates.



## FORMAL TASK ASSIGNMENT DOCUMENT

Task Number TA 2022-10

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

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

Location of Project: Des Moines Creek Estuary, Des Moines, WA 98198

Project Title: Des Moines Creek Estuary Restoration – Phase 1

Maximum Amount Payable Per Task Assignment: \$249,754.28

Completion Date: May 31, 2024

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

Agency Project Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Oral Authorization Date: \_\_\_\_\_ See Attachment Dated: \_\_\_\_\_

Consultant Signature:  Date: April 20, 2023

Agency Approving Authority: \_\_\_\_\_ Date: \_\_\_\_\_



## SCOPE OF WORK

### City of Des Moines Des Moines Creek Estuary Restoration – Phase 1 Site Investigation, Alternatives Evaluation, and Preliminary Design

#### INTRODUCTION

The City of Des Moines (City) has requested that Parametrix assist the City with a site investigation, the development, and the evaluation of three alternative estuary restoration concepts at the mouth of Des Moines Creek. The goal of this project would be to remove rock armoring near the mouth of Des Moines Creek and along shoreline areas adjacent to Des Moines Beach Park to restore natural beach slopes, restore natural sediment transport and beach nourishment, and reduce flooding of Beach Park and associated park facilities and infrastructure. The stream channel would be reconstructed and would be planted with riparian and shoreline vegetation.

This initial scope of services will include a concept plan for up to three alternatives and preliminary (10%) design and opinion of cost for the selected alternative. As part of the alternative development, topographic survey mapping, hydrologic modeling, and potential site programming concepts will be prepared. A process to include public input will be prepared and implemented and Parametrix will also work with our teaming partners to begin preliminary supporting documentation that will be needed for future phases of work including cultural resources support, coastal engineering support, and environmental permit identification.

Additional Phase 1 work, which would be included, under an amended or subsequent work order may include geotechnical investigations; the preparation of Washington State Environmental Policy Act (SEPA) and/or National Environmental Policy Act (NEPA) environmental documents; federal, state, and local permit applications and associated submittals; additional public outreach; park features and alternatives; site-specific cultural resource assessments; hydraulic modeling; sediment transport modeling; and intermediate design.

Future phases of estuary restoration work may include removing additional rock armoring, removing or reconfiguring the concrete seawall leading from the south side of the creek mouth to the marina, and providing improved pedestrian access to the adjoining beach. While future work phases are not included in this scope of work, the current work order includes site investigations (survey, cultural resources review, and environmental/natural resources site investigations) that consider the general extent of planned future work.

#### TASK 01 – TASK MANAGEMENT

##### Subtask 0101 – Task Management

##### Objectives

The objective of this task is to provide overall task management of the consultant contract with the City.

## SCOPE OF WORK (continued)

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This task includes general management functions that include the following:

- Project Planning – Document and communicate the scope of work, budget, and schedule as a road map for the project team. Coordinate project team and issues throughout the project.
- Budget and Schedule Tracking – Track the project budget using Parametrix in-house tools to verify that progress is keeping pace with spending.
- Biweekly design team meetings with an issues list to document project design decisions.
- Monthly Progress Reports – Prepare a monthly invoice for services performed by Parametrix.
- Correspondence – Prepare written correspondence as needed to document project management issues and/or concerns.

### Deliverables

Deliverables for this task include:

- Miscellaneous correspondence to document project management issues.
- Monthly progress reports enclosed with invoices.
- Coordination with subconsultants.

### Assumptions

Assumptions for this task include the following:

- Project duration is 12 months.
- Budget assumes 24 informal, online, biweekly meetings with the City's project manager and key team members.

## TASK 02 – PRELIMINARY (10%) DESIGN

### Measurable Task Objective

The preliminary design will develop and evaluate up to three alternative conceptual layouts and will include 10% design level documents for the selected "preferred" alternative. The work will also include a landscape schematic of the preferred alternative and an opinion of construction cost.

### Subtask 0201 – Alternative Layouts

#### Objective/Goal

The purpose of this subtask is to prepare project alternatives and alternate features for up to three stream strategies.

#### Approach

- Establish the project extents and constraints.
- Prepare the hydrologic parameters for the site, including the base flow, 2-year flow (for bank-full section), 10-year flow, and 100-year flow. Determine range of tidal conditions.

## SCOPE OF WORK (continued)

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- Prepare a typical section for the proposed reach.
- Establish channel profile(s) and alignment for up to three project options. Provide sketches of design alignment and key features.
- Conduct a workshop with key City staff to discuss a preferred alternative.
- Prepare a brief basis-of-design technical memorandum (6–8 pages).

### Deliverables

- Draft basis-of-design technical memorandum (6–8 pages).

### Assumptions

- Project limits will not extend beyond the current site plan.
- Project workshop will be virtual with up to four Parametrix staff for up to 2 hours. The City will arrange the time and coordinate with City staff.
- Future sea level rise is not included in the proposed alternatives.
- Comment resolution will be provided in Subtask 0202 (below).

### Subtask 0202 – 10% Design of Preferred Alternative

#### Objective/Goal

Prepare 10% design level drawings for the preferred alternative.

#### Approach

- Prepare design drawing set for the preferred alternative. Set will include type-size-location for the preferred alignment and profile. Three sheets will be prepared—plan view, profile, and section details. A fourth sheet (landscape schematic) will be prepared in Subtask 0203 (below).
- Conduct review meeting with City.
- Submit plan sheets for review.
- Prepare updated basis-of-design technical memorandum, including comment resolution of draft technical memorandum.
- Prepare second draft of 10% plans, including comment resolution of draft plans.
- Prepare a 10% level opinion of probable cost.

#### Deliverables

- Updated basis of design technical memorandum.
- First and second draft 10% plans.
- 10% level opinion of probable cost.

## SCOPE OF WORK (continued)

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### Assumptions

- The City will provide consolidated plan and technical memorandum comments.
- Landscape design is not included at this design level.

### Subtask 0203 – Landscape Schematic

#### Objective/Goal

The purpose of this subtask is to prepare a landscape design schematic for the preferred alternative.

#### Approach

- Using the selected alternative plan, prepare a design schematic for landscaping in the disturbed project area.
- Prepare a plant palette and preferred zones for each.
- Prepare a landscape schematic plan sheet to be included in the Subtask 0202 set.
- Update the sheet in response to comments and prepare a second draft.
- A brief description of landscape considerations will be included in the Subtask 0202 basis-of-design technical memorandum.

#### Deliverables

- Draft landscape schematic plan sheet (to be included in the Subtask 0202 set deliverable).
- Second draft updated sheet in response to comments.

### Assumptions

- Landscape limits will be in the stream project area and not include the entire site restoration.
- Landscape designer will be included in the Subtask 0202 design workshop. A brief description of landscape considerations will be included in the basis-of-design technical memorandum.

## TASK 03 – SURVEY

### Measurable Task Objective

To provide a topographic base map with a surveyed boundary for use in preparing alternative layouts and the design plans.

#### Approach

##### Subtask 03.01 Mapping and Base Map Preparation

- Parametrix will perform topographic mapping. Mapping limits will include surface features within portions of King County Tax Parcel Numbers 2009003245, 2009002860, 2009003390, and 2006601340. The limits of the survey will extend within the boundaries south and east to Cliff Avenue S, north to the city limits, and west to the low tide line of Puget Sound and will include the adjoining City right-of-way.

## SCOPE OF WORK (continued)

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Mapping will consist of locating existing improvements and ground conditions within the above-described properties. Parcel lines, easements, and right-of-way limits will be based upon the applicable public records. Ground features, including tops and toes, breaks, edge of vegetation and landscaping, edge of pavement, and ditches, will be mapped at sufficient detail to create 1-foot contours. Structures such as bridges, roadways, trails, park features, bulkheads, fences, driveways, overhead utilities, and other physical visible improvements will be mapped.

An underground utility locate firm will be hired to mark buried utilities such as gas, water, power, telephone, and TV cable, if such utilities have a conductible source or tracer lines attached. Sanitary and storm structures will be opened, and measurements will be made identifying size, type, and invert elevation of incoming and outgoing pipes. Once the field work has been completed, a survey technician will process the data and prepare a base map using AutoCAD Civil 3D, Release 2018.

- Parametrix will process survey field data and generate an AutoCAD drawing showing the existing conditions. Parametrix will show the existing parcel lines for the project subject properties and to the adjacent right-of-way.

As described above, an underground utility locate firm will be hired to mark buried utilities that provide a conductible signal. For those utilities constructed without a tracing wire or made from non-conductible material, record drawings may be used to help identify the locations and type of utility, if provided by the City.

### Deliverables

- AutoCAD drawing in 2018 format (or later) at 1 inch = 20 feet with 1-foot contours, topographic information, and easements along the mapping corridor.
- Triangular integrated network (TIN) surface for use in design.

### Assumptions

- If necessary, Parametrix will be provided a current title report including all referenced documents for subject property prior to commencement of work.
- Property corners will not be set, nor will a record of survey be prepared.
- Unless otherwise specified by the City, horizontal datum shall be NAD 83/11 Washington Coordinate System, North Zone, and vertical datum shall be NAVD88.
- Parametrix will be provided reasonable access to all areas requiring surveys.

## TASK 04 – ENVIRONMENTAL PERMITTING

### Subtask 0401 – Environmental Permitting

#### Measurable Task Objective

To conduct a review of existing critical areas and other natural resources within the project limits to inform the alternative evaluation and identify potential information needs and requirements to be evaluated during the final design and permitting phase for the selected alternative.

## SCOPE OF WORK (continued)

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### Objective/Goal

The purpose of this task is to prepare a preliminary permit matrix identifying anticipated environmental permit requirements, permit triggers, and submittal requirements to assess and compare issues between the alternatives. The preliminary permit matrix will be updated and revised during preliminary design for the selected preferred alternative.

### Approach

- Review publicly accessible natural resource databases to identify critical areas, priority habitat and species occurrence, and federally designated critical habitat within the project area.
- Conduct a brief site visit to assess current conditions and identify the presence and general location of regulated critical areas.
- Develop a matrix of anticipated environmental permits for all alternatives evaluated under Task 2 (above).
- Update the preliminary permit matrix per the preferred alternative during preliminary design.

### Deliverables

- Preliminary permit matrix.
- Updated permit matrix.

### Assumptions

- No permit applications or contact with permitting agencies is included.
- The permit review is limited to Phase 1 projects.

## TASK 05 – PUBLIC OUTREACH

### Subtask 0501 – Public Outreach for Project Planning Phase

#### Objectives

The purpose of this task is to provide an approach to providing the public and stakeholders with information on the project, providing public information on plan progress and development, and proactively addressing public interest and comments.

#### Approach

- Prepare a public outreach and communications plan to identify the type, frequency, and timing of communication with the public.
- Prepare materials for the city's website and other communication outlets.
- Provide opportunities for the public to engage in the preferred plan outcomes, such as surveys and public meetings. Three outreach steps are anticipated:
  - One survey or comment portal will be prepared for the website/story map.
  - Two (2) in-person public meetings are proposed for the plan: 1) after the needs assessment is complete and alternatives are considered to introduce the proposed project(s) and schedule to

## SCOPE OF WORK (continued)

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the public and 2) to present the draft preferred alternative (and selected features) to the public for input.

- Direct contact with stakeholders, such as King County, Water Resource Inventory Area (WRIA) staff, resource agencies, and the tribe, to determine if other coordinated efforts are warranted and to keep them informed of project status and schedule.

### Deliverables

Deliverables for this task include:

- Public communications plan Technical Memorandum (2-3 pages)
- Story map materials for a project website
- Materials for the two public meetings, including presentation and graphics.

### Assumptions

Assumptions for this task include the following:

- Story map materials will be provided for the project initiation and updated at the 2 public meeting phases.
- The 2 public meetings will be held in-person.
- Public meetings will include participation with up to 5 consultant team staff.
- One meeting with agency stakeholders is included (either as one meeting or one meeting each with up to 3 stakeholders. Additional contact with stakeholders will be limited during this phase.
- One meeting with the grantee is included.

## TASK 06 – SUPPORT SERVICES

### Measurable Task Objective

Provide subconsultant support services to support Parametrix and the City during the alternatives evaluation and preliminary design phase of the project.

### Subtask 0601MN – Coastal Engineering (Moffatt & Nichol)

#### Objective/Goal

Provide coastal engineering services in support of Tasks 2 and 4.

#### Approach

- Conduct a reconnaissance level on-site investigation during a daylight low tide to observe existing conditions and document key observations.
- Review and comment on typical plan and profiles prepared under Task 2.
- Prepare a coastal processes assessment that will include a qualitative coastal engineering analysis based on existing information and data gathered as part of this scope of work.

## SCOPE OF WORK (continued)

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- Develop design criteria to assist with the screening of alternative concepts.
- Support Parametrix and the City during the alternatives screening and evaluation process.
- Participate in up to three meetings with Parametrix and a workshop with the City during the screening and alternatives evaluation process.
- Coastal engineering analysis to support the 10% design of the preferred alternative including the following:
  - Wave analysis to establish wave climate within the nearshore zone at high tide for wind-wave events.
  - Beach morphologic analysis.
  - Prototype analysis based on reference estuary and beach conditions to assist with sediment mobility analysis to determine the slopes and substrate sizes.

### Deliverables

- Coastal engineering section for inclusion in the basis-of-design memorandum.
- Conceptual design plans (nearshore feature improvements) and cost estimate.

### Assumptions

- No new numerical modeling or detailed hydrodynamic analysis will be conducted for the coastal engineering work completed during the alternative evaluation process. The preliminary work to support alternatives evaluation will focus on qualitative assessment utilizing existing information and prior similar experience.
- No geotechnical assessment is included in this phase.
- Historic data and information available in City database for survey work, photography, engineering plans, and reports will be made available for conducting the assessment work.

### Subtask 0602WCR – Cultural Resources Support (Willamette Cultural Resource Associates)

#### Objective/Goal

To conduct a desktop evaluation to identify potential archeological and/or historic resources within the project limits to inform the alternative evaluation and identify potential information needs and requirements to be evaluated during the final design and permitting phase for the selected alternative in support of Task 04.

#### Approach

- Conduct background research of existing databases to identify known historic and archaeological resources within or adjacent to the project area.
- Review existing archaeological sensitivities models to identify the likelihood of undocumented resources occurring in the project vicinity.
- Provide a preliminary assessment of potential effects to the historic district.
- Summarize findings in a technical memorandum.
- Participate in up to two meetings with Parametrix and a workshop with the City during the screening and alternatives evaluation process.



## SCOPE OF WORK (continued)

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### Deliverables

- Cultural resources technical memorandum

### Assumptions

- No field investigations are included in this phase.
- No historic property inventory (HPI) forms will be completed in this phase. If necessary, this would be completed during final design.
- No tribal consultations or agency outreach will occur in this phase.
- Meetings will be virtual and up to 60 minutes in length.

### Subtask 0603MR – Park Planning (MacLeod Reckord)

#### Objective/Goal

The scope of work does not include the development or update of park plans; it does provide park planning services in support of Tasks 2 and 4.

#### Approach

- Conduct a reconnaissance level on-site investigation to inventory park facilities and associated features.
- Review the City's existing Park Master Plan and specifically those elements related to the Beach Park.
- Assist Parametrix and the City to develop design criteria with park site programming and to assist with the screening of alternative concepts specific for consistency with current and planned future park uses as described in the City's park master plan.
- Support Parametrix and the City during the alternatives screening and evaluation process.
- Participate in up to two meetings with Parametrix and a workshop with the City during the screening and alternatives evaluation process.
- Conceptual design support.
- Constructability assessment.
- Cost estimating support.

### Deliverables

- Conceptual design support and cost estimate support for park elements. No concept alternative plans will be developed.

### Assumptions

- Base map to support site reconnaissance, inventory, conceptual design support, and cost estimating is not included in this task and assumed to be provided by others on the team.
- General park programming concepts at the scale of the proposed stream alternatives will be considered. No new plans, park resources, or development of new park elements are included.

## SCOPE OF WORK (continued)

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### Subtask 0604CE – Environmental Support (Confluence Environmental)

#### Objective/Goal

Provide support for alternatives screening and environmental permitting in support of Tasks 2 and 4.

#### Approach

- Assist Parametrix and the City develop design criteria to assist with the screening of alternative concepts specific for consistency with federal, state, and local environmental permit requirements.
- Support Parametrix and the City during the alternatives screening and evaluation process.
- Participate in up to three meetings with Parametrix and a workshop with the City during the screening and alternatives evaluation process.
- Assist Parametrix prepare the draft and updated permit matrices.

#### Deliverables

- Relevant portions of draft and updated permit matrices.

### Subtask 0605APS – Utility Locating (Applied Professional Services)

#### Objective/Goal

Identify and mark buried utilities.

#### Approach

Applied Professional Services (APS), an underground utility locate firm, will mark buried utilities such as gas, water, power, telephone, and TV cable, if such utilities have a conductible source or tracer lines attached.

#### Deliverables

- Provide field markups of buried utilities.

**End of Scope of Work**



**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: South 216<sup>th</sup> /Marine View Drive Pipe Upgrade Project, Engineering Services Task Assignment

AGENDA OF: May 11, 2023

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: May 4, 2023

ATTACHMENTS:

- 1. Pertect, 2022-2023 On-Call General Civil Engineering Services Task Assignment 2023-01

CLEARANCES:

- City Clerk \_\_\_\_\_
- Community Development \_\_\_\_\_
- Courts \_\_\_\_\_
- Director of Marina Redevelopment \_\_\_\_\_
- Emergency Management \_\_\_\_\_
- Finance *[Signature]*
- Human Resources \_\_\_\_\_
- Legal */s/ TG*
- Marina \_\_\_\_\_
- Police \_\_\_\_\_
- Parks, Recreation & Senior Services \_\_\_\_\_
- Public Works *[Signature]*

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

**Purpose and Recommendation**

The purpose of this agenda item is to seek City Council approval for the 2022-2023 On-Call General Civil Engineering Services Task Assignment 2023-01 (Attachment 1) with Pertect, to provide engineering design services on the South 216<sup>th</sup> Place/Marine View Drive Pipe Upgrade Project. The following motion will appear on the consent calendar:

**Suggested Motion**

**Motion 1:** "I move to approve the 2022-2023 On-Call General Civil Engineering Task Assignment 2023-01 with Pertect, to provide design services for the South 216<sup>th</sup> Place/Marine View Drive Pipe Upgrade Project in the amount of \$121,525.00, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted."

**Background**

The South 216<sup>th</sup> Place/Marine View Drive Pipe Upgrade Project is a high-priority project identified in the 2015 Surface Water Management Comprehensive Plan. The project is located directly northwest of the intersection of South 216<sup>th</sup> Place, Marine View Drive South, and Des Moines Memorial Drive South. The limits of the project extend from the northwest corner of this intersection to approximately 350 feet north along the west sides of Des Moines Memorial Drive South and 6<sup>th</sup> Avenue South. This project will replace ditch lines along these road sections and upgrade the existing pipe sections to ensure adequate stormwater capacity.

**Discussion**

The South 216<sup>th</sup> Place/Marine View Drive Pipe Upgrade Project is proposing to install approximately 230 feet of new 12” storm pipe, 370 feet of new 18” storm pipe, and 7 storm catchbasins/manholes. This will replace the existing undersized and aging storm system within the project limits. By removing the roadside ditch within the project limits and expanding the roadway shoulder, there is an added benefit of safety for motorized and non-motorized roadway users.

The proposed task assignment with Perteet will provide hydrologic analysis, engineering design, cultural resource reporting, utility coordination support, and the final documents for public construction bidding. Advertisement for construction bids and construction is anticipated in 2024. Due to the close vicinity of the Des Moines Memorial Drive South (208<sup>th</sup>-212<sup>th</sup>) Pipe Project, both projects will be combined during the construction phase to reduce public impacts of construction and lower costs.

**Alternative**

The City Council could elect not to approve the 2022-2023 On-Call General Civil Engineering Services Task Assignment 2023-01 with Perteet for design services. The City does not have adequate resources to complete the design internally and this will cause project delay.

**Financial Impact**

The City’s CIP Budget includes revenues to achieve full project funding for this Consultant Services Contract.

**Recommendation**

Staff recommends adoption of the motion.

**Council Committee Review**

Council Environment Committee has been updated on the status and progress of this project.



### Formal Task Assignment Document

Task Number: Perteet 2023-01

The general provisions and clauses of Agreement On-Call Svcs. shall be in full force and effect for this Task Assignment

Location of Project: **Des Moines Memorial Drive and 6<sup>th</sup> Ave S, north of SR 509 to S 214<sup>th</sup> St**

Project Title: **216<sup>th</sup> Pl./ Marine View Dr. Pipe Upgrade**

Maximum Amount Payable Per Task Assignment: **\$121,525.00**

Completion Date: **04/30/24**

Description of Work:

**The purpose of this project is to continue the stormwater improvements along Des Moines Memorial Drive and 6th Avenue S and develop the associated road edge improvements required to facilitate runoff collection. The work includes project management, survey, road and stormwater design, utility coordination and design and cultural resources.**

**See attached Scope of Work and Fee.**

Agency Project Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Oral Authorization Date: \_\_\_\_\_ See Letter Dated: \_\_\_\_\_

Consultant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agency Approving Authority: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT A  
SCOPE OF SERVICES  
City of Des Moines  
2022-2023 On Call Contract**

**216<sup>th</sup> Pl./ Marine View Dr. Pipe Upgrade**

**INTRODUCTION**

The purpose of this project is to continue the stormwater improvements along Des Moines Memorial Drive and 6<sup>th</sup> Avenue S and develop the associated road edge improvements required to facilitate runoff collection. (Appendix A contains the City CIP diagram that outlines this work, with annotations added to clarify the current proposed scope.)

The schedule for the project targets starting design in June 2023 and final design in November of 2023, 6 months for the phase of the project included in this scope. Construction for this project is anticipated to occur in the summer of 2024 (intended to be bid as a single package along with the original scope of work); as such, construction management is not included in this scope of work.

Consultant's services will be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. Consultant will have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Agreement.

Transferring Budget within Contract Maximum: The level of effort is specified in the scope of services. The budget may be transferred between discipline tasks at the discretion of the Consultant, provided that the total contracted amount is not exceeded. The Consultant will have the flexibility to manage budget within a given discipline on a subtask level.

Services provided by the Consultant will consist of:

**GENERAL SCOPE OF SERVICES**

This Scope of Services describes the work elements to be accomplished by the Consultant as summarized under each Task. This scope consists of the following elements:

- Task 1 – Project Management and Coordination
- Task 2 – Project Review and Design Development
- Task 3 – 90% Design, Draft SW Technical Information Report (TIR) , Draft Special Provisions and Cost Estimate
- Task 4 – Final/Bid Documents (Plans and Special Provisions), Final TIR and Cost Estimate
- Task 5 – Subconsultant Services
- Task 6 – Utility Coordination
- Task 7 – Cultural Resources

Management Reserve (separate NTP required)

### Optional Services

With prior written approval by the City and written notice-to-proceed, work elements described in this scope of services as optional services (as directed) may be produced by the Consultant.

- Bid Support Services
- Construction Management Services

This Scope of Services is defined in the tasks below.

## SCOPE OF SERVICES DEFINED

### Task 1 – Project Management and Coordination

Overall project management and coordination work elements include:

Consultant will coordinate with the City of Des Moines on a regular basis to keep the City's project manager informed about project progress, project issues and schedule.

The Consultant will manage the Consultant budgets, monitor staff and subconsultants, manage change and prepare amendments, and monitor work progress under this work element.

As part of the project, the Consultant will prepare monthly progress reports that describe the work items and percentage of work that were accomplished during a given month, as well as a forecast of work to be completed over the following month. Progress report will include a status of budget, spent, and remaining for the project. The monthly progress reports will also identify other issues or problems that may occur in any given month, if any. The Consultant will submit these monthly progress reports to the City's Project Manager with the monthly invoices.

Assumptions:

- The schedule for the project anticipated NTP for design phases in June 2023 and final design in November of 2023, 6 months for the phase of the project included in this scope.
- Construction is anticipated to occur in the summer of 2024 and is not included in this scope of work.
- Project meetings are included in the design tasks.

Deliverables:

- Invoices and Progress Reports



## Task 2 – Project Review and Design Development

This task includes review of any existing project documents and information, preliminary evaluation of stormwater requirements and 30% design of the project. The project team will also perform a site visit to familiarize the team with the site conditions and understand downstream conditions.

Task includes:

- Review of existing documents
- Attend kick-off meeting (virtually) with City staff (assume 3 people for 1 hour)
- Conduct a site visit (assumes 2 people for 2 hours)
- Perform a preliminary review of stormwater requirements and prepare a summary memo
- Perform an analysis to confirm adequate capacity of the existing pipe crossing underneath SR 509
- Prepare preliminary plans:
  - Alignment (1 sheet)
  - Drainage Plans and Profiles (2 sheets)

Assumptions:

- Plans will be prepared using AutoCAD Civil3D.
- Stormwater design and evaluation shall follow the 2021 King County Surface Water Design Manual (KCSWDM).
- Existing downstream storm drain pipes from the project area are in good condition, have capacity and can be reused or connected to with the improved system.
- The existing pipe that crosses underneath SR 509 will be found to have adequate capacity, and therefore its replacement as shown in the City CIP document (as with its downstream proposed pipes) will not be conducted. Water quality is not required.
- Flow control is not required.
- Design plans will be at 20 scale at full size.
- Potholing will occur during this project phase to confirm alignment of new storm main and crossings.
- This task deliverable will be an over-the-shoulder status print set, only, and should be considered working plans for general coordination on drainage system alignment.

Deliverables

- Stormwater requirement summary memo (PDF, delivered electronically)
- Alignment and Drainage plans (plan view, maximum 3 sheets, PDF, delivered electronically)

## Task 3 – 90% Design, Draft SW Technical Information Report (TIR) and Draft Special Provisions

This task includes addressing 30% design comments, progressing the design to 90%, preparation of the final TIR

and perform final conveyance calculations.

Task includes:

- Address City design development comments.
- Attend (virtually) one (1) coordination meeting (assumes 3 people, for 1 hour each)
- Perform a final, confirming site visit (assume 2 people, for 2 hours each)
- Prepare a draft TIR
- Prepare draft conveyance and inlet spacing/flow spread calculations
- Prepare 90% plans:
  - Cover (1 sheet)
  - Notes (Standards King County and Des Moines notes, 1 sheet)
  - Legend and Abbreviations (1 sheet)
  - Survey and Control (as provided by surveyor)
  - Alignment (1 sheet)
  - Site Prep/TESC Plans (2 sheets)
  - Site Prep/TESC Details (1 sheet)
  - Drainage/Restoration Plans and Profiles (2 sheets)
  - Standard Details and Sections (3 sheets)
  - Restoration Details (Landscape and Striping) (1 sheets)
- Prepare draft special provisions
- Preparation of draft SWPPP

Assumptions:

- SWPPP will follow the current Ecology Template.
- Restoration includes landscape and striping
- TIR will follow the 2021 KCSWDM
- Cost estimate will be based on using WSDOT standard cost items.
- No curb ramps will be required.
- Landscape/restoration design will be limited to reseeding of shoulder and ditch areas that were disturbed and shall use a Des Moines or WSDOT seed mix appropriate for roadway shoulders.

Deliverables

- Draft TIR (PDF, delivered electronically)
- Plans (maximum 14 sheets, PDF, delivered electronically)
- Response to City design development comments (response provided in same format provided, redlines, spreadsheet, etc., PDF, delivered electronically)
- Draft Special Provisions (PDF, delivered electronically)
- Draft SWPPP (PDF, delivered electronically)

## Task 4 – Final/Bid Documents (Plans and Special Provisions), Final TIR and Cost Estimate

This task includes addressing 90% design comments, progressing the design to Final/Bid documents, and preparing the 100% cost estimate.

Task includes:

- Address City 90% design comments
- Prepare a final TIR
- Prepare final conveyance and inlet spacing/flow spread calculations
- Prepare Final/Bid Set plans:
  - Cover (1 sheet)
  - Notes (Standards King County and Des Moines notes, 1 sheet)
  - Legend and Abbreviations (1 sheet)
  - Survey and Control (as provided by surveyor)
  - Alignment (1 sheet)
  - Site Prep/TESC Plans (2 sheets)
  - Site Prep/TESC Details (1 sheet)
  - Drainage/Restoration Plans and Profiles (2 sheets)
  - Standard Details and Sections (3 sheets)
  - Restoration Details (Landscape and Striping) (1 sheets)
- Prepare final special provisions
- Prepare Cost Estimate
- Preparation of final SWPPP

Assumptions:

- 90% comments are assumed to be minimal.
- TIR updates are limited to minor edits made to the plans and updating the appendices with final plan sets.

Deliverables

- Final TIR (PDF, delivered electronically)
- Plans (maximum 14 sheets, PDF, delivered electronically)
- Response to City 90% Comments (response provide in same format provided, redlines, spreadsheet, etc., PDF, delivered electronically)
- Final Special Provisions (PDF, delivered electronically)
- Cost Estimate (PDF, delivered electronically)

- Final SWPPP (PDF, delivered electronically)

## Task 5 – Subconsultant Services

### Task 5.1 – Survey (I-Alliance)

I-Alliance will provide survey services for the project, including survey of pothole locations for utility verification. See attached scope of services and fee.

### Task 5.2 – Potholing (APS)

APS will provide potholing for utility verification at up to 8 locations to be determined during preliminary design. See attached scope of services and fee.

## Task 6 – Utility Coordination

The Consultant will assist the City in managing the utility coordination process for the project, which will include providing utility franchises (PSE power and gas, Cable) and utility districts (water and sewer) with project information, copies of each PS&E submittal, and identification of potential utility conflicts and relocations. The Consultant will coordinate and manage the potholing efforts through the design phase (See Task 6.2). The Consultant will also prepare and maintain a utility coordination log, and conflicts and resolution spreadsheet, both of which will be maintained and updated throughout the design phase of the project.

The Consultant will perform the utility impact assessment and coordinate on work elements as described below:

The Consultant will coordinate with the various public and private utilities along the corridor. Coordination will include working with the identified utilities to confirm utility design requirements related to this project's proposed storm system.

Services provided by the Consultant under this subtask will include:

- Preparing and maintaining a utility coordination contact log containing company addresses, contact staff, e-mail addresses, and phone numbers.
- Acquire and review record drawings of existing utilities within the project limits. The Consultant will request the utilities review the existing basemapping for the project and verify the locations and presence of the utilities. Discrepancies with the existing basemap will be coordinated by the Consultant with each utility, and changes to the basemap will be updated by the Consultant.
- Coordinate and attending up to three (3) virtual meetings with the group of the franchise utilities (after 30% and 90%) and up to three (3) separate meetings with specific utilities as needed (assume total of six [6] meetings). The Consultant will prepare meeting agendas and notes.
- Prepare a Utility Conflicts Spreadsheet. Track potential utility conflicts and resolution of those conflicts throughout the project in the spreadsheet. This includes identification of pothole needs. This includes documentation of which facilities will be relocated prior to, or during, construction.
- Provide the utility owners with electronic (PDF) copies of the 30%, 90%, and Final plan sheets, as well as potential conflict locations.

It is assumed that the following utility franchises exist along the Des Moines Memorial Drive corridor. These include:

- Power (Seattle City Light and Puget Sound Energy [PSE])
- Communication and Fiber-optics (TBD)
- Cable (TBD)
- Gas Distribution (Puget Sound Energy)
- Water (District, TBD)
- Sewer (District, TBD)
- Stormwater (City of Des Moines)

Stormwater is assumed to be fully under the jurisdiction of the City and coordination for this utility will be performed under other tasks.

Assumptions:

- The City will distribute internally the plans sets for City owned utilities for review.
- Incorporation of utility franchise design, such as new or upgraded waterlines, into the contract documents is not included in this Scope of Services but could be provided as an additional service, to be performed under a Supplement to this Agreement.
- The City will prepare inter-local agency agreements between the City and the utility franchises for incorporation of relocations required by the proposed improvements. Examples of the services that could be included are: the adjustment of utilities, removal of abandoned structures and facilities, trenching, and traffic control.
- City will verify the terms of all franchise agreements, including the responsibilities for potholing and relocations of franchise owned utilities.
- The budget assigned for this work element will be limited to the amount designated for this work element.
- Meetings will last 1 hour each and 2 people from Perteet will attend.

Deliverables:

- Utility conflict and relocation spreadsheet – updated with potholing results for each meeting PDFs delivered electronically)
- Agendas and meeting notes (assume six [6] meetings total)
- Separate half size utility plan sheets with conflicts noted (with 30% and 90% submittals) PDFs delivered electronically)
- Half size 30%, 90%, and Final PS&E plan sets sent to applicable utility franchises (PDFs delivered electronically)
- CAD file for franchise use in preparing relocation design (at 30% and 90%)

## Task 7 – Cultural Resources

The Consultant will conduct a desktop review for cultural resources. The consultant will conduct a search of the DAHP's WISAARD database and readily available historical maps for preliminary assessment of archaeological sensitivity of the project area. Background research will be summarized in a technical memo for client review. The desktop review and technical memo are for preliminary assessment of archaeological sensitivity and will provide information for a comprehensive response to question thirteen of the SEPA checklist. The memo will not fully meet DAHP reporting requirements should a full assessment be required. However, if needed, the desktop review can be incorporated into a full assessment report as an additional service.

Services provided by the Consultant under this subtask will include:

- Background research to include WISAARD database and historical maps
- Cultural resources screening memo

Assumptions:

- No archaeological fieldwork will be conducted
- No historic buildings will be recorded
- Additional cultural resources investigations may be needed

Deliverables:

- Technical memo

## Management Reserve (separate NTP required)

For project additional needs or tasks to be identified, a management reserve fund of up to \$10,000 may be approved. These tasks are to be identified and budget determined prior to authorization of some or all of the management reserve.

## Additional (Optional) Services

The Consultant may provide additional services as directed by the City which are not identified in this Scope of Services. Additional services shall not commence without written authorization and approval from the City and a supplement to the contract.

## Services Not Included in this Scope of Services

- Stormwater facilities for flow control and water quality
- Utility locates or verification of existing downstream drain connections
- Preparation of discipline reports or memos to support a NEPA process
- Preparation of a Notice of Intent application and supporting documentation for the construction NPDES permitting process
- Critical area delineation
- Preparation of a SEPA checklist

- Cultural resources assessment
- Bid Support
- Construction Management Services

**Items to be furnished by the City**

**Information Provided by Others:**

The Client shall furnish, at the Client’s expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. Further, the Client agrees that the Consultant shall have no responsibility for any portion of the Project designed by other consultants engaged by the Client.

**The City shall furnish the following (as available):**

- Project files, including CADD files (title block and backgrounds), existing survey/LiDAR, geotechnical reports
- GIS files

Engineer and its consultants may reasonably use and rely upon information and design elements furnished by Owner or customarily furnished by others including, but not limited to, other design professionals, specialty contractors, manufacturers, suppliers and publishers of technical standards.

**Design Criteria**

As of the date this Agreement is signed, design file, reports, documents, and plans prepared as part of this Scope of Services, to the extent feasible, will be developed in accordance with the 2022 Des Moines Municipal Code.

Changes in any design standards or requirements after services have begun may result in extra work and require a supplement to the Agreement.

Specials Provisions will follow the current version of the WSDOT specifications.

Design will be per the 2021 King County Surface Water Design Manual.



Project 216th Pl./ Marine View Dr. Pipe Upgrade  
 Client City of Des Moines  
 PM Patricia Buchanan

Contract Start Date 5/1/2023  
 Contract End Date 9/30/2024  
 Contract Duration: 16 Months

Last Update date 4/25/2023  
 Perteet Project No. 20210230.0005

Task	Billing Rate	Principal	Sr. Associate	Sr. Associate	Sr. Associate	Lead Engineer / Mgr	Lead Engineer / Mgr	Lead Technician/ Designer	Lead Planner/Manager	Accountant	Cultural Resources Specialist II	Total Hours	Labor Dollars
Task 1 - Project Management and Coordination		4.00	8.00			16.00				16.00		44.00	\$7,420.00
<b>Total Task 1 - Project Management and Coordination</b>		<b>4.00</b>	<b>8.00</b>	<b>0.00</b>	<b>0.00</b>	<b>16.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>16.00</b>	<b>0.00</b>	<b>44.00</b>	<b>\$7,420.00</b>
Task 2 - Project Review and Design Development			7.00	2.00		7.00	27.00	13.00				56.00	\$9,900.00
<b>Total Task 2 - Project Review and Design Development</b>		<b>0.00</b>	<b>7.00</b>	<b>2.00</b>	<b>0.00</b>	<b>7.00</b>	<b>27.00</b>	<b>13.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>56.00</b>	<b>\$9,900.00</b>
Task 3 - 90% Design, Draft SW Technical Information Report (TIR), Draft Special Provisions and Cost			9.00	4.00	6.00	22.00	82.00	33.00				156.00	\$27,450.00
<b>Total Task 3 - 90% Design, Draft SW Technical Information Report (TIR), Draft Special Provisions and Cost</b>		<b>0.00</b>	<b>9.00</b>	<b>4.00</b>	<b>6.00</b>	<b>22.00</b>	<b>82.00</b>	<b>33.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>156.00</b>	<b>\$27,450.00</b>
Task 4 - Final/Bid Documents (Plans and Special Provisions), Final TIR and Cost Estimate			7.00	2.00	1.00	10.00	40.00	15.00				75.00	\$13,275.00
<b>Total Task 4 - Final/Bid Documents (Plans and Special Provisions), Final TIR and Cost Estimate</b>		<b>0.00</b>	<b>7.00</b>	<b>2.00</b>	<b>1.00</b>	<b>10.00</b>	<b>40.00</b>	<b>15.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>75.00</b>	<b>\$13,275.00</b>
Task 5 - Subconsultant Services													
Task 5.1 - Survey (1-Alliance)			2.00			4.00	2.00					8.00	\$1,530.00
Task 5.2 - Potholing (APS)			2.00			4.00	2.00					8.00	\$1,530.00
<b>Total Task 5 - Subconsultant Services</b>		<b>0.00</b>	<b>4.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8.00</b>	<b>4.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>16.00</b>	<b>\$3,060.00</b>
Task 6 - Utility Coordination			7.00			24.00						31.00	\$5,895.00
<b>Total Task 6 - Utility Coordination</b>		<b>0.00</b>	<b>7.00</b>	<b>0.00</b>	<b>0.00</b>	<b>24.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>31.00</b>	<b>\$5,895.00</b>
Task 7 - Cultural Resources			2.00						5.00		8.00	15.00	\$2,135.00
<b>Total Task 7 - Cultural Resources</b>		<b>0.00</b>	<b>2.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5.00</b>	<b>0.00</b>	<b>8.00</b>	<b>15.00</b>	<b>\$2,135.00</b>
Expenses													
<b>Total Expenses</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>\$0.00</b>
<b>Total Hours</b>		<b>4.00</b>	<b>44.00</b>	<b>8.00</b>	<b>7.00</b>	<b>87.00</b>	<b>153.00</b>	<b>61.00</b>	<b>5.00</b>	<b>16.00</b>	<b>8.00</b>	<b>393.00</b>	
<b>Total Dollars</b>		<b>\$1,060.00</b>	<b>\$9,900.00</b>	<b>\$1,800.00</b>	<b>\$1,575.00</b>	<b>\$15,660.00</b>	<b>\$27,540.00</b>	<b>\$8,235.00</b>	<b>\$725.00</b>	<b>\$1,680.00</b>	<b>\$960.00</b>		<b>\$69,135.00</b>

<b>Expenses:</b>	
Mileage - \$.655	110
<b>Totals:</b>	<b>110</b>

<b>Subconsultant Fees:</b>	<b>Cost</b>	<b>Markup</b>	<b>Bill</b>
1 Alliance Geomatics, LLC	25,749		25,749
Applied Professional Services, Inc.	16,529		16,529
<b>Totals:</b>	<b>42,278</b>		<b>42,278</b>

<b>SUMMARY</b>	
Labor	\$69,135.00
Expenses	\$110.00
Subconsultants	\$42,278.00
Management Reserve	\$10,002.00
<b>CONTRACT TOTAL</b>	<b>\$121,525.00</b>





21 April 2023  
PERT\_21-169 - 3

Kurt Wiseman, PE, STP  
Perteet Inc.  
kurt.wiseman@perteet.com

**Re: Professional Surveying Services Proposal  
Des Moines On-call – 216<sup>th</sup> Pl/Marine View Dr Pipe Upgrade – Task Order 3**

Dear Kurt,

1 Alliance Geomatics (1 Alliance) is pleased to provide this proposal for professional surveying and mapping services in support of Perteet on the Des Moines On-call - 216th Pl/Marine View Dr Pipe Upgrade – Task Order 3 project.

**Project Limits**

Please see Exhibit A, Surveying Limits, attached to this proposal.

**Scope of Services**

1. Surveying and Mapping

1.1. Survey PM, Admin, QA/QC

This task includes the survey project management, administrative duties, and quality control required for a project of this complexity and magnitude.

1.2. Survey Control

This task includes the establishment of survey control, or the recovery of existing survey control, as required for the project. 1 Alliance will utilize the survey control from the previous Task Order and propagate it to this site.

1.3. Field Surveying and Mapping

This task includes the field surveying and mapping required for this specific effort. 1 Alliance will be using traditional Total Station and GPS technologies to collect the data for use in the creation of a basemap.

Topographic and Planimetric within the yellow Survey Limits shown in Exhibit A.

1. EP, CL, and channelization.
2. Top and Toe Face of rockeries and or walls.
3. Ditches and or swales.
4. Significant trees (6" + DBH).
5. Signs, utility poles, mailboxes, and other found features.
6. Ground shots along the northerly side sufficient to create 1 foot contours.

1 Alliance Geomatics, LLC  
Bellevue | Tacoma | Portland  
1261A 120<sup>th</sup> Ave NE, Bellevue WA 98005  
Phone: 425.598.2200 | Fax: 425.502.8067

#### 1.4. Utility Surveying Services

- Surface Observable utilities will be located as found within the surveying limits.
- Measure Downs for sewer manholes, catch basins and storm drain manholes with pipe size, material, direction, and invert elevations will be obtained, if possible, at each structure. Nearest drainage structure outside the mapping limits will also be collected.
- Underground Conductible Utility Locates and Surveying

#### 1.5. Office Processing

This task includes the office processing of the collected survey data, data extraction, field book note reductions, CADD drafting, and other duties required for the generation of the deliverable(s).

#### 1.6. Right-of-Way Resolution

- Title Report Review, research, prelim calculations.
- Right-of-Way along the survey limits as shown on Exhibit A, Survey Limits

#### Understandings

1. Health, Safety, and Security are priority. 1 Alliance personnel will not proceed if the conditions are deemed unhealthy, unsafe, or not secure from harm of any type.
2. 1 Alliance is not responsible for any delays due to conditions outside of 1 Alliance's control.
3. Rights-of-Entry and or Permits will NOT be required for this effort.
4. Title Reports with underlying documents for the affected Parcels to be provided by the Client or Owner.
5. A Record of Survey/setting of property corners is NOT a part of these services.
6. Tree driplines are not a part of these services.
7. Wetland flags are NOT a part of these tasks.
8. Trees greater than 6" DBH will be located as a part of these tasks.
9. Traffic Control, if required, will be provided by the Owner.

#### Deliverables

1. AutoCAD Civil 3D 2020 survey base map at 1" = 20' (electronic copy). (not to include terrain model)
2. Autocad Civil 3D 2020 terrain model, electronic copy.
3. .XML terrain model.

#### Level of Effort

**\$25,749**

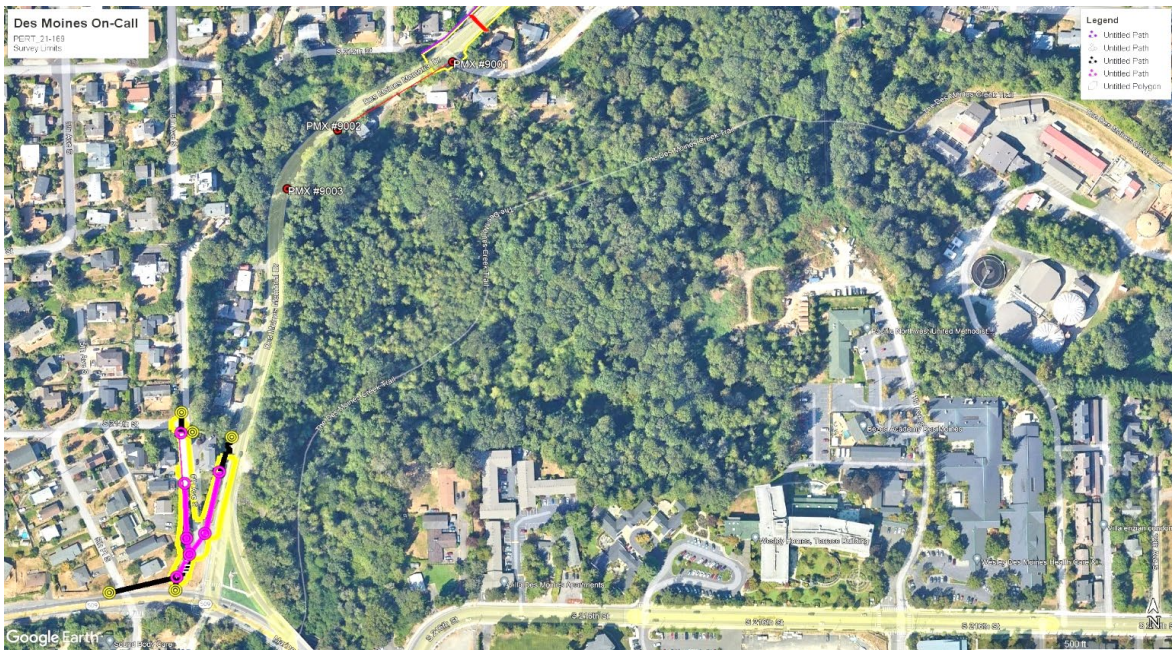
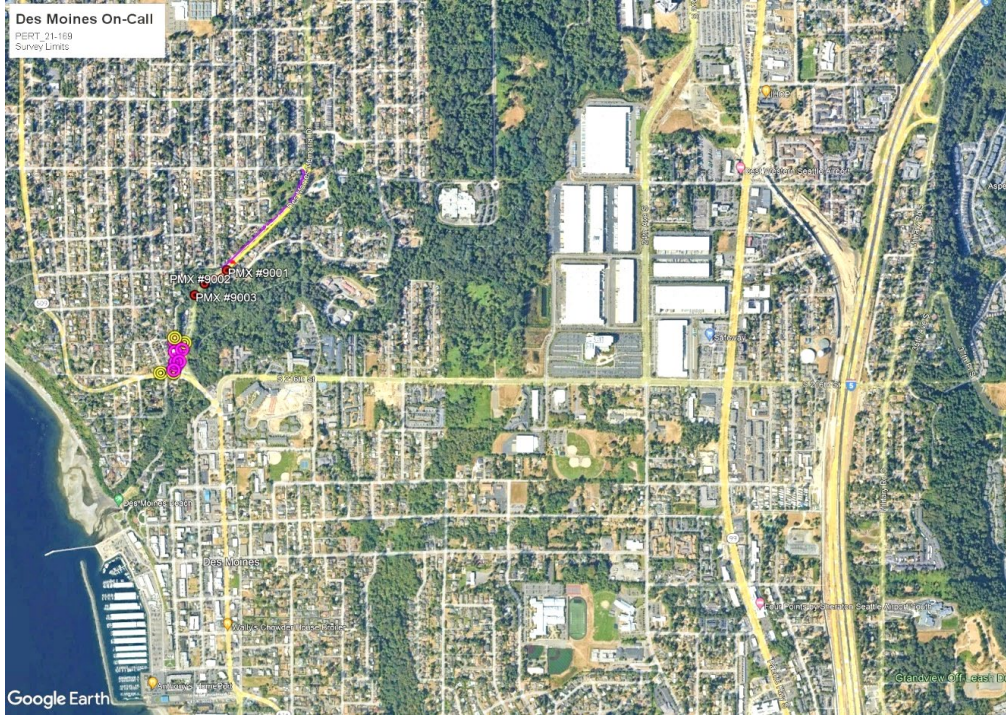
1 Alliance appreciates the opportunity to present this proposal. If you have any questions, please feel free to call.

Sincerely,  
1 Alliance Geomatics






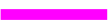

Brian S. Blevins, PLS  
Vice President

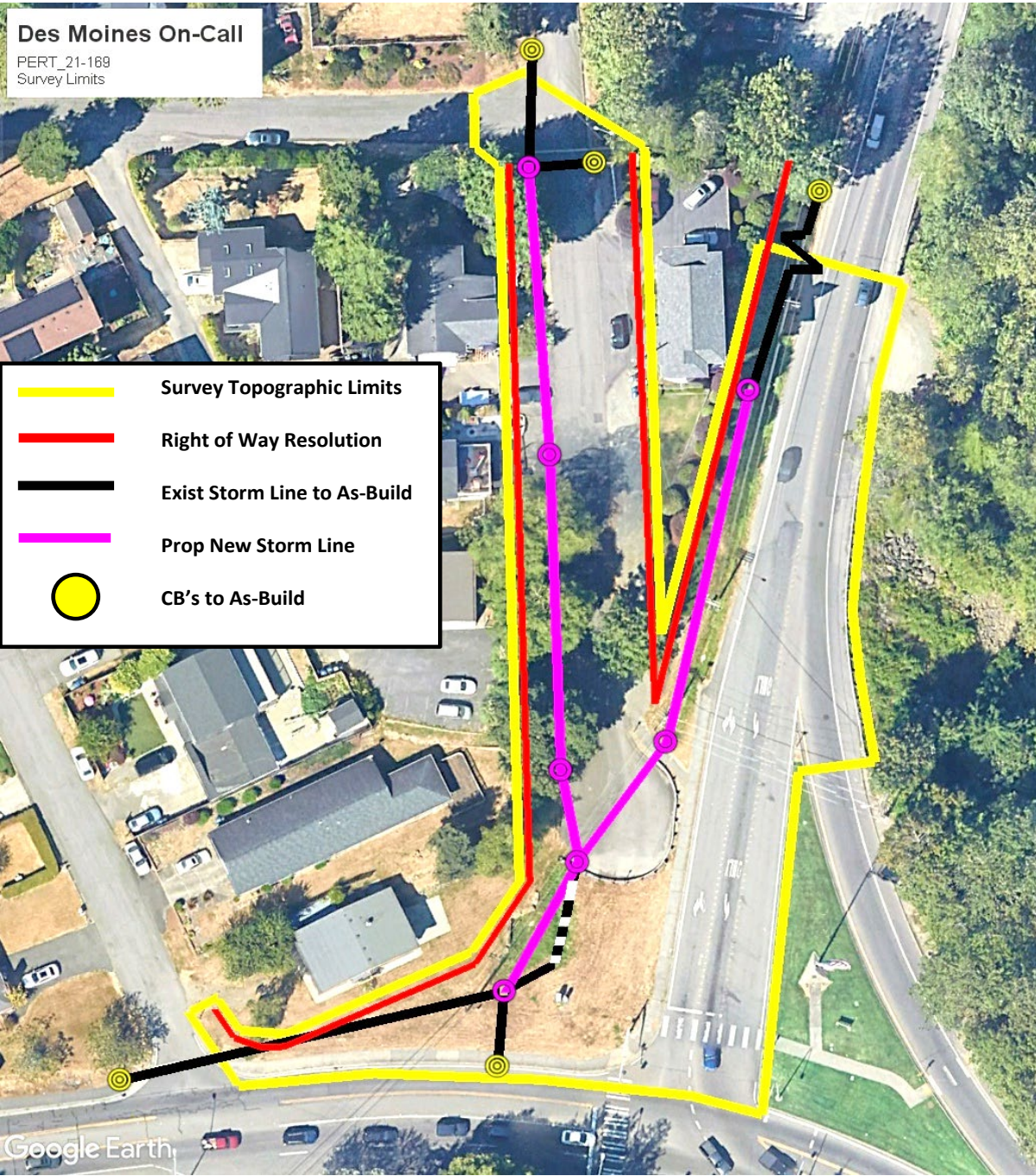
### Exhibit A – Survey Limits

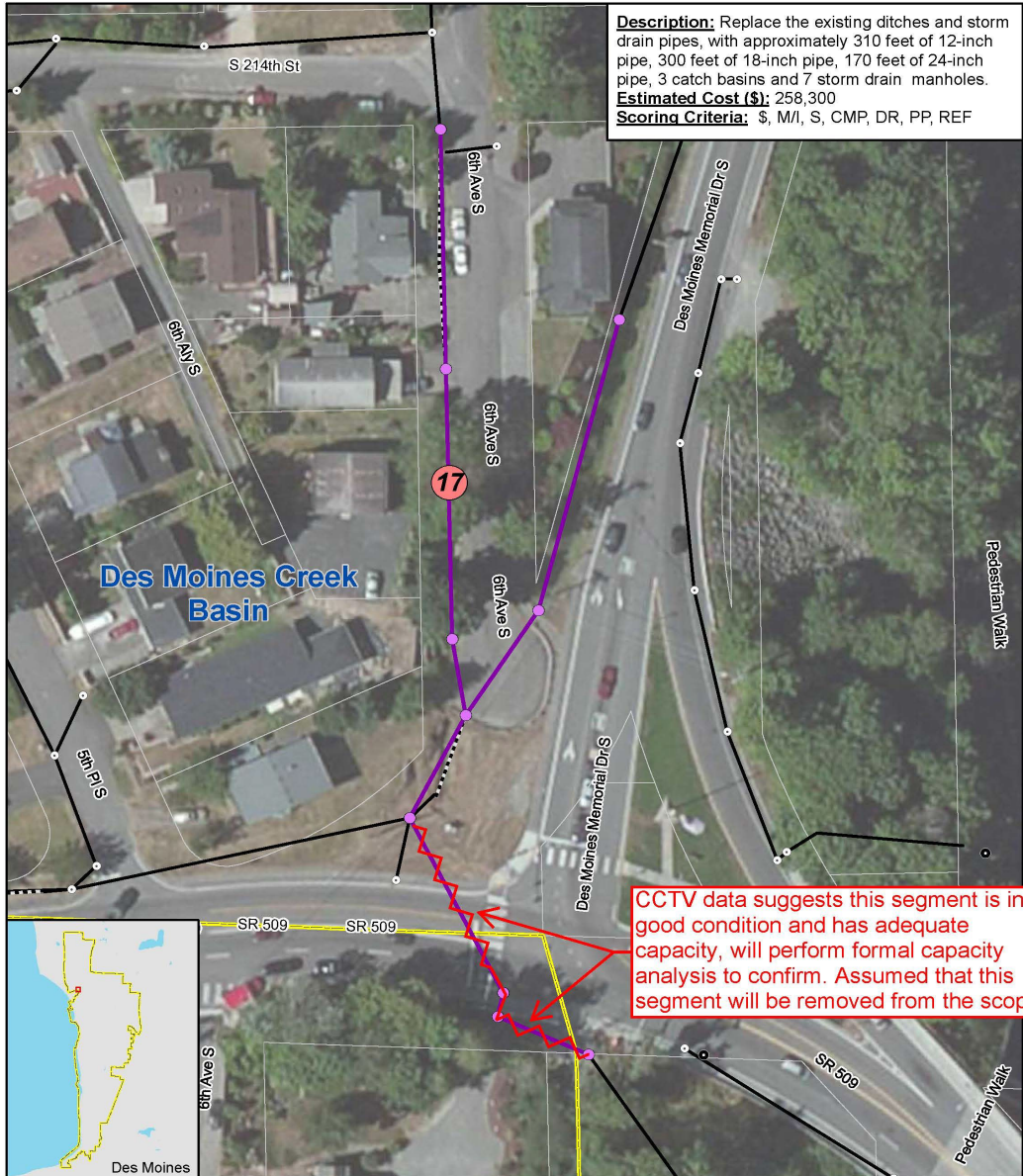


**Des Moines On-Call**

PERT\_21-169  
Survey Limits

	Survey Topographic Limits
	Right of Way Resolution
	Exist Storm Line to As-Build
	Prop New Storm Line
	CB's to As-Build





**Description:** Replace the existing ditches and storm drain pipes, with approximately 310 feet of 12-inch pipe, 300 feet of 18-inch pipe, 170 feet of 24-inch pipe, 3 catch basins and 7 storm drain manholes.  
**Estimated Cost (\$):** 258,300  
**Scoring Criteria:** \$, M/I, S, CMP, DR, PP, REF

CCTV data suggests this segment is in good condition and has adequate capacity, will perform formal capacity analysis to confirm. Assumed that this segment will be removed from the scope.

**Parametrix**  
AN IRVING-CLOUD COMPANY

● Discharge Point	● Capital Project and Rank	— Streams
● Control Structure	● High	■ 100 Year Flood
○ Catchment	● Medium	■ Drainage Basin
■ WQ Facility	● Low	■ City Limits
--- Open Channel	— Proposed Drain Pipe	
— Storm Main	● Proposed Catch Basin	

**Capital Project 17.**  
 216th Place/Marine View Drive Pipe Upgrade

**City of Des Moines**  
 Surface Water Comprehensive Plan

**DATUM:**

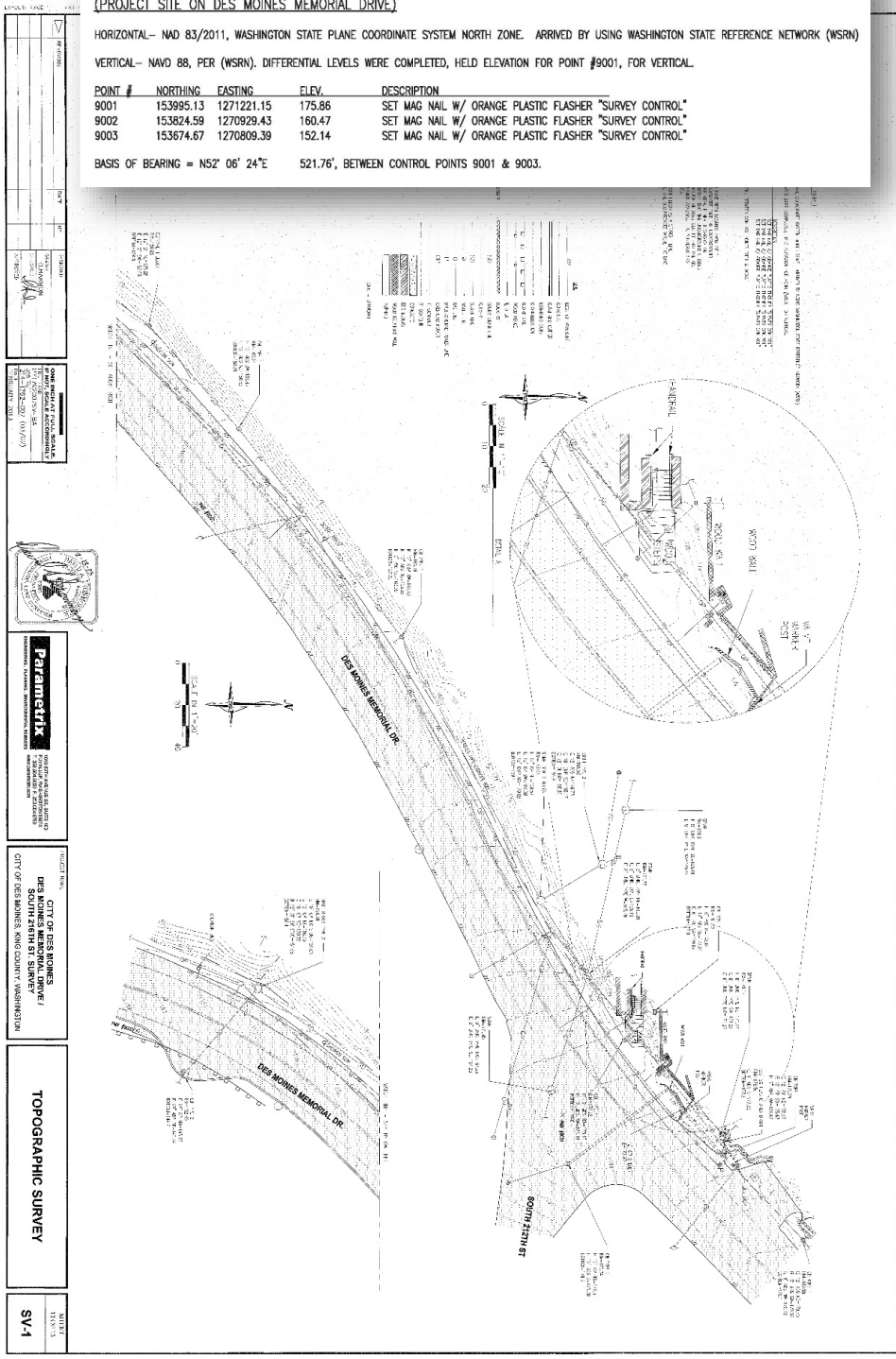
(PROJECT SITE ON DES MOINES MEMORIAL DRIVE)

HORIZONTAL— NAD 83/2011, WASHINGTON STATE PLANE COORDINATE SYSTEM NORTH ZONE. ARRIVED BY USING WASHINGTON STATE REFERENCE NETWORK (WSRN)

VERTICAL— NAVD 88, PER (WSRN). DIFFERENTIAL LEVELS WERE COMPLETED, HELD ELEVATION FOR POINT #9001, FOR VERTICAL.

POINT #	NORTHING	EASTING	ELEV.	DESCRIPTION
9001	153995.13	1271221.15	175.86	SET MAG NAIL W/ ORANGE PLASTIC FLASHER "SURVEY CONTROL"
9002	153824.59	1270929.43	160.47	SET MAG NAIL W/ ORANGE PLASTIC FLASHER "SURVEY CONTROL"
9003	153674.67	1270809.39	152.14	SET MAG NAIL W/ ORANGE PLASTIC FLASHER "SURVEY CONTROL"

BASIS OF BEARING = NS2° 06' 24"E 521.76', BETWEEN CONTROL POINTS 9001 & 9003.



PROJECT NO. 21-169-3  
 CITY OF DES MOINES  
 DES MOINES MEMORIAL DRIVE /  
 SOUTH 21ST ST SURVEY  
 CITY OF DES MOINES, WASHINGTON COUNTY, WASHINGTON

**Parametric**  
 CONSULTING ENGINEERS  
 1000 EAST 17TH AVENUE, SUITE 100  
 DENVER, CO 80202 (303) 733-1100  
 WWW.PARAMETRIC.COM

**TOPOGRAPHIC SURVEY**  
 SV-1

<b>PROJECT</b>	NUMBER	21-169-2
	NAME	208th - 212 Stormwater
	CLIENT	Perteet
	OWNER	Des Moines

Date 20-Apr-23

2022 - Loaded Rates

by BSB  
ckd RLB



TASK			Director	Land Surveyor 3	Land Surveyor 3	Land Surveyor 2	Eng Aid 4	Eng Aid 4	Eng Aid 4	Eng Aid 2	Eng Aid 2	Admin Assist 5	Admin Assist 5	FEE
			Principal	PM	QM	PLS/Project	CADD 5	CADD 4	TECH 5	TECH 3	TECH 3	APM	ACCT	
			\$ 248.00	\$ 175.00	\$ 131.00	\$ 131.00	\$ 121.00	\$ 121.00	\$ 121.00	\$ 93.00	\$ 93.00	\$ 127.00	\$ 127.00	
No.	DESCRIPTION	HRS	TASK											
1	PM; Admin; QA/QC	20	2	8	4							3	3	\$ 3,182
2	Survey Control	26		2		4			10	10				\$ 3,014
3	Field Mapping	44		4					20	20				\$ 4,980
4	Utility Mapping	26		2				4	10	10				\$ 2,974
5	Office Processing	36		4			32							\$ 4,572
6	Right of Way	38	2	4		32								\$ 5,388
7		0												\$ -
<b>TOTAL HOURS</b>		<b>190</b>	4	24	4	36	32	4	40	40	0	3	3	190
			\$ 992	\$ 4,200	\$ 524	\$ 4,716	\$ 3,872	\$ 484	\$ 4,840	\$ 3,720	\$ -	\$ 381	\$ 381	\$ 24,110
			TOTAL DIRECT BURDENED SALARY COSTS											\$ 24,110
			OTHER DIRECT COSTS											
MILEAGE	(ONE WAY)	20	MILEAGE (TOTAL MILES)		120		\$ 0.655						\$ 79	
number of field days		3	PER DIEM (DAYS)										\$ -	
NOTES			LODGING (DAYS)										\$ -	
			MATERIALS & SUPPLIES											
			OTHER (DESCRIBE)										\$ -	
			SUE LOCATES					APS Utility Locates *estimated					\$ 1,560	
			TOTAL OTHER DIRECT COSTS											\$ 1,639
			<b>GRAND TOTAL FEE ESTIMATE</b>											<b>\$ 25,749</b>



## Applied Professional Services, INC.

March 29, 2023

### APS VAC # 6187

#### Project Scope: Potholing

APS, Inc. will utilize our Air Vacuum Excavation System to verify utilities at selected test-hole locations determined by **Perteet**. This process is being performed to obtain utility and depth information for the projects design.

- APS, Inc. shall air vacuum excavate approximately **(8)** test-holes on existing underground utilities.
- Scope assumes that the utility will be between 0' and 10' in depth.
- If a test-hole falls in the hard surface APS, Inc. shall **jackhammer** the existing asphalt or concrete.
- APS, Inc. shall backfill all test-holes with a material approved by **City of Des Moines** (5/8" select, sand or pea gravel).
- CDF backfill and permanent asphalt repair are excluded from this scope. If **City of Des Moines** requires CDF backfill and/or permanent asphalt repair additional fees will be required.
- Collect utility and test-hole data, and photograph all found utilities.
- This estimate is based on design engineering rates in which case prevailing wages do not apply.
- Restoration is assumed at this time to be 5/8" crushed rock back fill or native fill and an EZ-street patch, which carries a 2-year warranty from the date the test-hole was completed.
- Grind and overlay of the existing roadway is not covered in this scope. Should **City of Des Moines** require additional restoration, other than what is included in the scope, then additional fees will be required.
- All bonding and/or ROE will be obtained prior to APS arriving on site.
- Scope is written as not to exceed and we will only bill at T&M for all services provided.

#### Deliverables: Potholing

- Test-hole data sheets, which include Top, Bottom, Width, Diameter and Direction of the utility.
- Excel spread sheet containing all test-hole data for the project.
- Test hole data sheet with a hand drawn sketch including offsets.
- Photo of all Found Utilities.
- One and a quarter inch zinc washer left at grade where utility was found with measurements stamped into it.



SERVICE PROVIDED	COST / UNIT	EST. HRS/UNITS	TOTAL COST
AIR VACUUM RM POTHOLING (portal-to-portal)	\$ 335.00	16	\$ 5,360.00
PROJECT COORDINATION	\$ 100.00	6	\$ 600.00
TRAFFIC CONTROL PLANS	\$ 150.00	6	\$ 900.00
CONDUCTABLE LOCATES if needed	\$ 100.00	4	\$ 400.00
GPR LOCATES if needed	\$ 175.00	4	\$ 700.00
NON CONDUCTABLE LOCATES if needed	\$ 220.00	4	\$ 880.00
FLAGGING & TC (plus 10%)	\$ 225.00	16	\$ 3,960.00
POLICE FLAGGING (plus 10%)	\$ 165.00	16	\$ 2,904.00
PERMIT FEES (plus 10%)	\$ 750.00	1	\$ 825.00
<b>TOTAL PROJECT ESTIMATE</b>			<b>\$ 16,529.00</b>

**Project Site Address**

- Des Moines Memorial Dr & S 208<sup>th</sup> St. Des Moines, WA

**Contact Information:**

**CLIENT :**

**Perteet**

**Kurt Wiseman, PE, STP**  
**505 5<sup>th</sup> Ave #300**  
**Seattle, WA 98104**  
**(206) 436-0515**

**Authorization to Proceed**

The undersigned hereby acknowledges the terms and conditions of this agreement and authorizes APS, Inc. to proceed according to the project scope and cost.

**Perteet**

**Job # 6187**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT:  
Draft Ordinance 23-025, Obstructing a fire lane

FOR AGENDA OF: May 11, 2023

ATTACHMENTS:  
1. Draft Ordinance 23-025

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: May 3, 2023

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

**Purpose and Recommendation**

The purpose of this agenda item is for the City Council to consider the adoption of Draft Ordinance 23-025, which would increase the monetary penalty for obstructing a designated fire lane and updating outdated language related to the adopted fire code and identification of the fire protection district.

**Suggested Motion**

- Motion 1:** “I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 23-025 on first reading.”
- Motion 2:** “I move to enact Draft Ordinance No. 23-025 increasing the penalty for obstructing a designated fire lane and updating references in DMMC 10.08.010.”

**Background**

The Chief of South King Fire and Rescue is authorized to create fire lanes on public property and right-of-way and to require that private property owners create and maintain fire lanes in order to ensure that emergency vehicles can quickly access structures throughout the City. Two DMMC sections forbid persons from parking in or otherwise obstructing a designated fire lane.

The fine for obstructing a fire lane was set 33 years ago and hasn't been adjusted since. Currently it is designated as a class 5 civil infraction, which provides a maximum fine of \$25 dollars.

**Discussion**

Parking in or obstructing a fire lane can result in increased response times for emergency vehicles, which can have catastrophic consequences for those needing help. City administration has determined that treating these violations the same as other basic parking infractions provides little to no deterrent value for this potentially very serious behavior.

A survey of Washington city codes for fines related to parking in a fire lane returned the following for the first twelve results:

Pacific	\$75
Maple Valley	\$250
Federal Way	\$150
Mill Creek	\$100
Everett	\$50
Mukilteo	\$125
Woodinville	\$213
Kenmore	\$350
Issaquah	\$250
Port Orchard	\$250
Omak	\$500
Marysville	\$175

The proposed draft ordinance would increase the penalty for parking in or obstructing a designated fire lane from the current amount of \$25 to \$200. It would also remove the redundancy that exists in DMMC 10.04.090 and cleanly separate the violation of obstructing a fire lane from the duties of property owners to mark and maintain their fire lanes and to not allow the misuse of the fire lane. The proposed draft ordinance also takes the opportunity to update old language in DMMC 10.08.010 to reflect that King County Fire Protection District no. 26 is now South King Fire and Rescue and that the fire code adopted by the City is now the International Fire Code rather than the Uniform Fire Code.

**Alternatives**

The City Council may:

1. Adopt the Draft Ordinance as presented
2. Adopt the Draft Ordinance with amendment(s)
3. Decline to pass the Draft Ordinance

**Financial Impact**

The City may receive additional revenue from the increased penalty for obstructing a fire lane. The amount is not expected to be significant. No other financial impact is anticipated.

**Recommendation**

Staff recommends adopting Draft Ordinance 23-025 as presented.

**Council Committee Review**

N/A

**CITY ATTORNEY'S FIRST DRAFT 05/04/2023**

**DRAFT ORDINANCE NO. 23-025**

**AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON** relating to parking regulations, increasing the penalty for parking in a designated fire lane, updating out of date language, and amending DMMC 10.08.010, DMMC 10.08.040, and DMMC 10.08.090.

**WHEREAS**, fire prevention and suppression is a core function of government due to the extreme risk to life and property by fire, and

**WHEREAS**, the City of Des Moines has adopted Section 503 of the International Fire Code through DMMC 14.10.040, and

**WHEREAS**, Section 503, as adopted by the DMMC, designates the Chief of South King Fire and Rescue to ensure that adequate access exists to allow firefighting apparatus to provide fire suppression to buildings, facilities, and other fire hazards in the City, and

**WHEREAS**, the City Council adopted Ordinance no. 814 in 1989, codified at DMMC chapter 10.08, to empower the Chief of the predecessor agency of the South King Fire and Rescue to create fire lanes to ensure firefighting apparatus access and to provide penalties for violating the prohibition on parking in a fire lane, and

**WHEREAS**, parking in a fire lane can cause delay or obstruction to firefighting apparatus in situations where minutes or seconds can mean severe consequences for human life or property as well as causing disruption for other traffic, and

**WHEREAS**, the City Council finds that the current penalty for parking in or obstructing a fire lane does not adequately reflect the serious danger posed by the behavior and is not a sufficient deterrent, and

**WHEREAS**, DMMC 10.08.010 contains out of date language and should be updated to reflect changes to the adopted fire code and the proper name of the fire district serving the City of Des Moines, and

**WHEREAS**, the provisions of this Ordinance are necessary and proper to promote public safety, health, and welfare; now therefore,

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

**Sec. 1.** DMMC 10.08.010 and section 1 of Ordinance No. 814 are each amended to read as follows:

**Establishment of fire lanes.**

Fire lanes, in conformance with ~~Article 10.207~~Section 503 of the ~~Uniform~~International Fire Code as presently constituted or as may be subsequently amended, shall be established by the ~~f~~eChief of ~~King County Fire Protection District No. 26~~South King Fire and Rescue or the eChief's authorized designee~~r.~~ and Fire lanes established under this section shall be referred to as designated fire lanes in this chapter.

**Sec. 2.** DMMC 10.08.040 and section 4 of Ordinance No. 814 are each amended to read as follows:

**Obstruction of fire lanes prohibited - Violation - Penalty.**

(1) The obstruction of a designated fire lane by a parked vehicle or any other object is prohibited and shall constitute a traffic hazard as defined in state law, an immediate hazard to life and property, and a nuisance, and a violation of DMMC 10.16.080. No person shall park a vehicle in a designated fire lane or obstruct a designated fire lane with any object.

(2) A violation of this section shall constitute a traffic infraction and is punishable by a penalty of \$200.00.

**Sec. 3.** DMMC 10.08.090 and section 9 of Ordinance No. 814 as amended by section 48 of Ordinance No. 1009 are each amended to read as follows:

**Failure to mark, maintain or allow obstruction of, or obstruction of fire lane prohibited - Violation - Penalty.**

(1) No person shall fail to mark or maintain the markings of a designated fire lane as prescribed in this chapter.

(2) No person shall ~~park a vehicle or~~ allow the parking of a vehicle in a designated fire lane. No person shall ~~obstruct or~~ allow the obstruction of a designated fire lane.

Ordinance No. \_\_\_\_  
Page 3 of 4

(3) A violation of ~~DMMC 10.08.090(1)~~ this section is a class 2 civil infraction.

~~(4) A violation of DMMC 10.08.090(2) is a class 5 civil infraction.~~

(54) Each day upon which a violation occurs constitutes a separate offense.

**Sec. 4. Severability - Construction.**

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

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

**Sec. 5. Effective date.** This Ordinance shall take effect and be in full force thirty (30) days after its passage and approval in accordance with law.

**PASSED BY** the City Council of the City of Des Moines this \_\_\_\_ day of \_\_\_\_\_, 2023 and signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
M A Y O R

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

Ordinance No. \_\_\_\_\_  
Page 4 of 4

\_\_\_\_\_  
City Clerk

Published:

Effective Date:



**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: 24<sup>th</sup> Ave S Improvements Project –  
Interlocal Agreement with Highline  
Water District

FOR AGENDA OF: May 11, 2023

DEPT. OF ORIGIN: Public Works

ATTACHMENTS:

DATE SUBMITTED: May 4, 2023

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

CLEARANCES:

- City Clerk \_\_\_\_\_
- Community Development \_\_\_\_\_
- Courts \_\_\_\_\_
- Emergency Management \_\_\_\_\_
- Finance *AB*
- Human Resources \_\_\_\_\_
- Legal /s/TG
- Marina \_\_\_\_\_
- Police \_\_\_\_\_
- Parks, Recreation & Senior Services \_\_\_\_\_
- Public Works *Richard Jones*

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

**Purpose and Recommendation**

The purpose of this agenda item is to seek City Council approval for an Interlocal Agreement with Highline Water District for preliminary engineering, construction management, and Right-of-Way use for the 24<sup>th</sup> Ave S Improvements Project (Kent-Des Moines Rd. (SR 516) to S 223<sup>rd</sup> St) (Attachment 1). The following motion will appear on the consent calendar:

**Suggested Motion**

**Motion:** “I move to approve the Interlocal Agreement with Highline Water District for the 24<sup>th</sup> Ave S Improvements Project, and further authorize the City Manager to sign said Interlocal Agreement substantially in the form as Submitted.”

**Background**

The 24th Ave S Improvements Project (Kent-Des Moines Rd. (SR 516) to S 223<sup>rd</sup> St) is identified in the adopted City of Des Moines Comprehensive Transportation Plan (CTP), Transportation Improvement Plan (TIP), and Capital Improvement Plan (CIP). This project is Segment 2 of the 24<sup>th</sup> Ave S Corridor Improvements, with future Segment 1 improvements designated between S 223<sup>rd</sup> St and S 216<sup>th</sup> St.

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

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

During the design phase of the project, staff met with franchise utility providers to inform them of the City’s plans, requested identification of utility conflicts with the proposed improvements, and requested their input and participation in the project where conflicts exist to avoid delays during the project construction phase. Highline Water District owns and operates water utilities under a franchise agreement along 24<sup>th</sup> Ave S and S 224<sup>th</sup> Street. During the design of the City’s project, Highline Water District identified the need to replace/relocate a 12” water main, as well as other improvements, within the City’s project limits. Highline Water District requested integrating their work into the City’s design and construction of the 24<sup>th</sup> Ave S Improvements Project.

**Discussion**

An Interlocal Agreement to incorporate Highline Water District’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 the District undertook their work separately, as well as maximize the economy of scale cost benefit. Highline Water District provided to the City an engineering estimate of their probable construction costs and this information was used to verify the District’s participation obligations of a joint project. Negotiated lump sum payments will be used for reimbursement to the City for aspects of the District’s project integration. Within the Interlocal Agreement (Attachment 1), payment by Highline Water District to the City of Des Moines generally includes the following:

Engineering Design	\$13,200
Asphalt Restoration	\$66,900
Construction Management	\$105,500
<b><u>TOTAL</u></b>	<b><u>\$185,600</u></b>

**Alternatives**

The City Council could elect not to enter into an Interlocal Agreement with Highline Water District. The City would then need to wait for Highline Water District to complete their water main replacement project prior to the City moving forward with the roadway work. This introduces potential significant project delay, costs, and risk in future utility conflicts.

**Financial Impact**

The City's CIP project includes anticipated expenditures and revenue associated with the Interlocal Agreement with Highline Water District.

**Recommendation**

Staff recommends the adoption of the motion.

**Council Committee Review**

Not Applicable

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

**24<sup>th</sup> AVENUE SOUTH  
IMPROVEMENTS PROJECT  
(Kent-Des Moines Rd. (SR 516) to South 223<sup>rd</sup> Street)**

**RECITALS**

WHEREAS, the City of Des Moines, Washington ("City") is undertaking a capital improvement project known as the 24<sup>th</sup> Avenue South Improvements Project ("the Project"); and

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

WHEREAS, Highline Water District ("District") owns and operates certain water utilities located in the 24<sup>th</sup> Avenue South and South 224<sup>th</sup> Street and right-of-way within and adjacent to the Project limits and the District has a franchise agreement to operate in said right-of-way; and

WHEREAS, the City intends to construct improvements to 24<sup>th</sup> Avenue South, South 224<sup>th</sup> Street, and its approaches; and

WHEREAS, the District is interested in replacing a 12-inch water main within the right-of-way limits of the City's project between Kent-Des Moines Rd. and S 223<sup>rd</sup> Street along with other improvements described on **Exhibit A** ("District Work"); and

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

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

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

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

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

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

contained herein, the Parties agree as follows:

## **AGREEMENT**

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

Section 2. Term. This Agreement shall be effective upon execution by the Parties. Unless terminated in accordance with Section 3, this Agreement shall remain in effect until one of the following events occurs, whichever is later: (a) the District's written acceptance of and payment for the District Work provided pursuant hereto, or (b) December 31, 2024. Thereafter, this Agreement shall expire automatically. The Parties may at their option renew this Agreement for a mutually agreed upon term by a writing signed by both Parties.

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

### Section 4. Obligations of the District.

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

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

- ii. The District shall reimburse the City for the City's costs for consultant support in acquiring survey data necessary for the development of the District's plans and specifications and to incorporate the District plans, specifications, and estimate into the City's Contract Documents totaling a single, lump sum payment of Thirteen Thousand Two Hundred Dollars (**\$13,200**).
  - iii. The District shall utilize 100% import Crushed Surfacing Top Course (CSTC) as defined by the WSDOT Standard Specifications for all trench backfill as part of its bid schedule unless approval for a different material is provided by the City. No native materials excavated, as part of this Project shall be utilized for trench backfill unless the City provides approval to use such native materials.
  - iv. The District's Work shall include installation of water-related appurtenances, trench backfill and a 2-inch temporary HMA trench patch for the pavement restoration. Permanent pavement restoration shall be designed and constructed by the City.
- b. Bid Process. The District shall participate in the bid process as follows:
- i. Accept or reject bids on bid items associated with the District Work. Those bid items include the items identified on a separate Bid Schedule for the District Work.
  - ii. Within ten (10) days of receiving the bid tabulation from the City, the District shall notify the City in writing that the District either agrees to proceed with the District Work as part of the Project, or the District chooses to complete the District Work on its own as part of a separate Project.
  - iii. To determine the lowest responsive, responsible bidder, the City will include all Bid Schedules unless the District rejects

the bid for the District Work.

- c. Construction. If the District elects to proceed with the District Work as part of the Project, the District shall reimburse the City for the City's actual costs for construction of the District Work based upon:
  - i. Contractor's bid prices for the District Work, the actual quantities of work installed, and the final actual costs of construction. The District engineer's estimate for the District Work, including sales tax, is approximately One Million, One Hundred Twenty One Thousand, Three Hundred Dollars (**\$1,121,300**) included as **Exhibit B**.
  - ii. All Washington State Sales tax associated with the District Work.
- d. Construction Management. The District shall reimburse the City for the District's prorated share of the City's costs incurred for Project construction engineering and management.

The District's prorated share of engineering and construction management cost for the District Work has been estimated and negotiated by the Parties based on the engineer's estimate for the District Work to be a single, lump sum payment of One Hundred Five Thousand Five Hundred Dollars (\$105,500).

- e. Right-of-Way Use Construction. The District shall reimburse the City for the surface restoration construction costs of the District Work within the right-of-way and impacts based upon:
  - i. The City Engineer's estimate of Hot Mix Asphalt Pavement restoration that would be required as part of the District's waterline trenching work. This amount has been estimated and negotiated by the Parties to be a single, lump sum payment of Sixty-Six Thousand Nine Hundred Dollars (**\$66,900**) and includes all Work, Services, Labor, Materials, Equipment and Incidentals necessary to perform hot mix asphalt permanent pavement restoration deemed to be the responsibility of the District, specifically including Mobilization, Traffic Control, and HMA Class ½" PG 64-22 for Permanent Trench Patch. It has been determined that allowing the City to assume responsibility of all permanent hot mix asphalt work on the Project, the Parties can benefit from economy of scale and increased quality control of final product.

- ii. In consideration of the District's remission of payments to the City for the Hot Mix Asphalt Pavement restoration, the City agrees to accept the payments referenced in Section 4.A.d and 4.A.e.i (collectively the "Payments") in lieu of construction and fully satisfy the District's obligation to perform the pavement and surface restoration related to the District's Work. Following the City's receipt of the Payments, the City agrees to waive all right-of-way permit fees. Furthermore, the City agrees to be responsible for the condition of the City right-of-way where the District's Work was performed, and to perform any further improvements as necessary to the right-of-way which the City would have required the District to perform had the District pursued the District Work independent of the Project. In an event in which there is documented failure of the District's facilities, trenching, or appurtenances that affect the right-of-way, the District will be responsible for all restoration costs.
- iii. Following the City's receipt of the Payments, the City agrees to indemnify, defend, and hold harmless the District and its officers, agents, employees, and volunteers from and against any and all damages, costs or expenses in law or equity that may any time arise out of or related to damages to property or personal injury by reason of the condition the City right-of-way following the District's completion of the Work unless deemed associated with the District's facilities, trenching, or appurtenances.
- f. Construction Engineering and Inspection: The District shall provide its own construction engineering and inspection during construction of the District Work. The District inspector shall coordinate directly with the City's inspector during the Project construction. The District inspector will have the responsibility for inspection and approval of the District Work and that the contractor employed by the City will be directed to comply with the District's requirements by the City's inspector or designee in accordance with plans and specifications approved by the District. The District's inspector shall immediately notify the City's inspector, verbally and in writing, of any disapproval of said work and provide said notification to the City prior to progress payment for said work to the Contractor. The District's inspector will provide copies of all daily field reports to the City's Construction Manager.

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



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

Section 5. Obligations of the City.

- A. The City shall incorporate the design of the District Work into the construction plans, specifications, and contract documents for the Project provided said plans, specifications and documents are prepared in similar format to the Project's contract documents. The District Work will be under a separate bid schedule in order to provide a clear identification of the bid item cost allocations between the District Work and the Project work.

- B. The City shall assume responsibility for constructing the District Work in accordance with the plans, specifications, and contract documents, including but not limited to securing all necessary consultants, contractors, and subcontractors. All construction contracts shall be procured through a formal competitive bidding process consistent with applicable State and/or Federal laws as may be applicable. The City shall have sole authority to award and manage the construction contract per the terms of this Agreement.
- C. The City shall periodically submit to the District written invoices for payment in accordance with Section 6. The City shall include copies of invoices or other documentation from consultants and/or contractors, clearly indicating the District's portion of the invoices.
- D. The City shall assume lead agency status and responsibility for applying for and obtaining any and all regulatory permits necessary to complete the Project including the District Work, including but not limited to right-of-way permits, NPDES permits, and SEPA approvals.
- E. The City shall provide District personnel access to the Project's construction area for purposes of inspecting, monitoring, approving or disapproving the progress of work performed on the District Work. The City shall notify a District representative of all construction meetings and shall allow the District's representative to participate in all construction meetings.
- F. The City shall respond promptly to information requests submitted by the District or its agents regarding the Project.
- G. The City shall require the contractor constructing the Project to have the District, its elected and appointed officers, agents and employees named as an additional insured on all policies of insurance to be maintained by contractor(s) under the terms of any Commercial General Liability Insurance, Commercial Automobile Insurance, and Workers Compensation. The contractor shall provide the City with either a certified copy of all policies with endorsements attached or a Certificate of Insurance with endorsements attached as are necessary to comply with the contract specifications. The City shall provide the District with copies of all such policies and documents upon receipt by the City.

The City shall require the contractor building the Project to indemnify, defend, and save harmless the District and its elected and appointed officers, agents, or employees from any claim, damage, action, liability of proceeding brought or filed against the District or its officers, agents or employees alleging damage or injury arising out of the contractor's participation in the

Project. The contractor shall also be required to waive the contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, as to the District solely for the purposes of the indemnification.

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

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

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

- A. For construction contract costs incurred by the City for the District Work on the Project, the City shall submit invoices to the District for the District's share of said expense for the District Work. Said invoices shall contain a reasonably detailed explanation of the methodology utilized by the City in determining the District's share of each expense. To the extent reasonably possible, the City shall document and tabulate separately the actual quantities of work installed to clearly identify the District's portion of the Project construction cost for the District Work. Final adjustment of prorated costs shall be delivered to the District within thirty (30) days of project close out.
- B. Within thirty (30) days of receiving any invoice pursuant to subsection 6.A, the District shall tender payment to the City in the form of a warrant payable to the City for the invoiced amount, except as to any disputed amounts.
- C. The cost incurred by the City for construction engineering and management, and construction costs incurred by the City for the District Work on the Project has been pre-determined and illustrated in Section 4 of this Agreement. The District shall tender payment to the City in the form of a warrant payable to the City in an amount of **\$172,400** within thirty (30) days of execution of the Construction Contract with the contractor. The District shall also tender payment to the City in the form of a check, money order, or other certified funds in an amount of **\$13,200** within fifteen (15) days of execution of this Agreement.
- D. If the Parties disagree regarding the District's share of any expense incurred by the City regarding the Project, the Parties may agree to submit the question for resolution in accordance with the mediation/arbitration clause contained herein.

Section 7. (reserved)

Section 8. Change Orders and Authorization of Cost Overruns.

- A. Change Orders. The District shall have the right to approve or reject change orders relating to the District Work. The City shall have the right to approve or reject change orders relating to the City's work. The Parties shall mutually accept or reject change orders relating to joint work. Any dispute between the Parties as to proportional payment for joint element change orders shall be resolved pursuant to the mediation/arbitration clause contained herein.
- B. Cost Overruns. The City is authorized on behalf of the District to negotiate and approve all unit price over-runs in bid quantities and change orders related to the installation of the District Work. The District also authorizes the expenditure by the City of a contingency of up to ten percent (10%) of the contractor's total price for the District's bid items for over-runs in bid quantities and change orders associated with the installation of the District Work. For any quantity overruns that cause the cost of the District's water line installation to exceed the authorized ten percent (10%) contingency amount, the City will notify the District in writing requesting a letter of concurrence allowing the City to exceed the ten percent (10%) contingency before proceeding with the work. The City's notice shall include an explanation of the changed conditions necessitating exceeding the previously approved contingency. A letter of concurrence shall be provided to the City within a reasonable time frame so as to not cause a Project delay. If there is a potential delay due to extra work or a change order, the City will indicate in this notification to the District along with a time for response required from the District. The City will include a progress schedule and any change orders for the District Work with the District's monthly invoice. In any event and even without a letter of concurrence from the District, the City is authorized to take any reasonable action and to expend any reasonable amount of money to assure that the District Work will not interfere or delay the timely completion of the Project. Any disputes as to the reasonableness of the City's actions or expenditures for the water line installation and related work will be resolved as set forth in Section 12 below.

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

Project, provided the District shall retain any rights, claims or demands the District may have against the City's contractor relating to the District Work under applicable statutes of limitation.

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

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

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

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

Section 12. Mediation/Arbitration Clause. If a dispute arises from or relates to

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

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

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

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

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

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

**City of Des Moines  
Public Works Director  
216560 11<sup>th</sup> Avenue South  
Des Moines, WA 98198**

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

**Highline Water District**

**General Manager**  
**23828 30<sup>th</sup> Avenue South**  
**Kent, WA 98032**

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

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

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

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

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

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

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

CITY OF DES MOINES

By: \_\_\_\_\_

Michael Matthias, City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Des Moines City Attorney

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

By: \_\_\_\_\_  
Jeremy DelMar, General Manager

Date: \_\_\_\_\_



**EXHIBIT A**

**SCOPE OF WORK**

**DISTRICT WORK**

The scope of the District Work includes the installation of approximately 2,500 linear feet of 12-inch and smaller diameter ductile iron water main, including fittings, valves, hydrants, services, and other water system appurtenances, as described in the Plans and Specifications prepared by Parametrix, Inc. The District will abandon in place the existing water main to be replaced as part of the District Work.

**90% Opinion (Estimate) of Probable Cost**

		Project No.	Date April 10, 2023
Project Name 24th Ave S Water Main Replacement			
Location Des Moines, WA			
Owner Highline Water District			
Estimated By: Logan Wallace, PE			
Checked By: Jeremy DelMar, PE			

ITEM NO.	SPEC SECTION	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
<b>Utility Improvements</b>						
B1	1-10	Mobilization (Not to Exceed 10%)	1	LS	\$84,170	\$84,170
B2	1-10	Temporary Erosion and Sediment Control	1	LS	\$5,000	\$5,000
B3	1-10	Temporary Traffic Control	1	LS	\$75,000	\$75,000
B4	1-10	Trench Safety Systems	3,100	LF	\$2	\$6,200
B5	1-10	Construction Surveying	1	LS	\$15,000	\$15,000
B6	1-10	Ductile Iron Water Main, Class 52, 6 In. Diam.	20	LF	\$80	\$1,600
B7	1-10	Ductile Iron Water Main, Class 52, 8 In. Diam.	620	LF	\$90	\$55,800
B8	1-10	Ductile Iron Water Main, Class 52, 12 In. Diam.	2,460	LF	\$110	\$270,600
B9	1-10	Additional Ductile Iron Water Main Fitting and Restrained Joints	2,000	LBS	\$8	\$16,000
B10	1-10	Gate Valve and Valve Box 4 In.	1	Each	\$1,500	\$1,500
B11	1-10	Gate Valve and Valve Box 6 In.	2	Each	\$3,000	\$6,000
B12	1-10	Gate Valve and Valve Box 8 In.	8	Each	\$4,000	\$32,000
B13	1-10	Gate Valve and Valve Box 12 In.	3	Each	\$5,000	\$15,000
B15	1-10	2 In. Combination Air/Vac Valve Assembly	1	Each	\$6,000	\$6,000
B16	1-10	Fire Hydrant Assembly	6	Each	\$7,000	\$42,000
B17	1-10	Remove Existing Fire Hydrant and Valve Box	6	Each	\$1,250	\$7,500
B18	1-10	Short Side Service Connection 5/8" - 1" Diam.	14	Each	\$2,250	\$31,500
B19	1-10	Long Side Service Connection 5/8" - 1" Diam.	4	Each	\$3,500	\$14,000
B20	1-10	Cut in and/or Connect to Existing Water System	14	Each	\$6,500	\$91,000
B21	1-10	Crushed Surfacing Top Course (CSTC)	3,000	Ton	\$30	\$90,000
B22	1-10	Roadside Cleanup/Surface Restoration	1	LS	\$10,000	\$10,000
B23	1-10	Minor Changes	1	FA	\$25,000	\$25,000
B24	1-10	Resolution of Utility Conflicts	1	FA	\$25,000	\$25,000

<b>Subtotal</b>	<b>\$925,870</b>
<b>Escalation</b>	<b>\$92,587</b>
<b>Sales Tax (10.1%)</b>	<b>\$102,864</b>
<b>Total Project Cost</b>	<b>\$1,121,321</b>