

AGENDA

DES MOINES CITY COUNCIL REGULAR MEETING

VIA ZOOM

Thursday, May 12, 2022 - 5:00 PM

NOTE: The City of Des Moines is currently operating under a Proclamation of Emergency issued on March 5, 2020 and Governor Inslee's Stay-at-Home order issued March 23, 2020 in response to the COVID-19 Pandemic. Accordingly, this meeting will be held virtually using Zoom.

Public Comment continues to be encouraged and will be accepted in the following manner:

- (1)** In writing, either by completing a [council comment form](#) or by mail; Attn: City Clerk Office, 21630 11th Avenue S., Des Moines WA 98198 no later than 4:00 p.m. day of the meeting. Please provide us with your first and last name and the city in which you live. Your full name and the subject of your public comment will be read into the record at the Council meeting. Incomplete forms will not be read into the record, however the full correspondence will be attached to the Council packet and uploaded to the website as part of the permanent record.
- (2)** By participation via Zoom. If you wish to provide oral public comment please complete the [council comment form](#) no later than 4:00 p.m. day of the meeting to receive your Zoom log-in and personal identification number. Please note that Zoom attendees do not interact with one another; they join in listen-only mode until it is their turn to address the Council

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC VIA ZOOM/Written PUBLIC COMMENT

CITY MANAGER REPORT

- Item 1. PARKS AND RECREATION UPDATE
- Item 2. LEGISLATIVE UPDATE

CONSENT CALENDAR

- Item 1. APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers through April 29, 2022 and payroll transfers through April 05, 2022 and the payroll transfers through May 5, 2022 in the attached list and further described as follows:

ACH/EFT Vendor Payments	#869-890	\$ 85,560.61
Accounts Payable Checks	#163887-163938	\$338,927.92
Payroll Checks	#19480-19483	\$ 5,484.36
Payroll Direct Deposit	#1265-1425	\$436,588.40

Total Checks and Wires for A/P and Payroll: \$866,561.29

[Approval of Voucher](#)

- Item 2. LODGING TAX ADVISORY COMMITTEE APPOINTMENT

Motion is to confirm the Mayoral appointment of Emmie Crespo to the Lodging Tax Advisory Committee effective immediately.

[Lodging Tax Advisory Committee Appointment](#)

- Item 3. 2022 OVERLAY PROGRAM – PUBLIC WORKS CONSTRUCTION CONTRACT AWARD AND 2022-2023 ON-CALL CONSULTANT AGREEMENT FOR CONSTRUCTION ADMINISTRATION & INSPECTION SERVICES

Motion is to approve the Public Works Contract with Lakeside Industries, Inc. for the 2022 Overlay Program, in the amount of \$535,928.00, authorize a project construction contingency in the amount of \$54,000.00, and further authorize the City Manager to sign said Contract substantially in the form as submitted.

[2022 Overlay Program](#)

- Item 4. DES MOINES MEMORIAL DRIVE (SOUTH 208TH STREET TO SOUTH 212TH STREET) PIPE PROJECT: 2022-2023 CONSULTANT ON-CALL AGREEMENT FOR ENGINEERING SERVICES

Motion is to approve Task Order Assignment 2022-01 with Perteet Inc., that will provide design and permitting services for the Des Moines Memorial Drive South 208th Street to South 212th Street Pipe Project in the amount of \$184,317.00, and authorize the City Manager to sign said Task Order Assignment substantially in the form as submitted.

[Des Moines Memorial Drive \(South 208th Street to South 212th Street\) Pipe Project](#)

Item 5. NORTH FORK MCSORLEY CREEK DIVERSION PROJECT – PUBLIC WORKS CONSTRUCTION CONTRACT AWARD AND 2022-2023 ON-CALL CONSULTANT AGREEMENTS FOR CONSTRUCTION ADMINISTRATION & INSPECTION SERVICES

Motion 1 is to approve the Public Works Contract with Reed Trucking & Excavation, Inc. for the North Fork McSorley Creek Diversion Project, in the amount of \$630,324.70, authorize a project construction contingency in the amount of \$63,000, and further authorize the City Manger to sign said Contract substantially in the form as submitted.

Motion 2 is to approve the 2022-2023 On-Call General Civil Engineering Services Task Assignment 2022-01 with KBA, Inc. to provide construction administration and inspection services for the North Fork McSorley Creek Diversion Project in the amount \$98,081.00, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.

Motion 3 is to approve the 2022-2023 On-Call General Civil Engineering Services Task Assignment 2022-04 with Parametrix, Inc. to provide Engineer of Record services for the North McSorley Creek Diversion Project in the amount of \$22,955.98, and further authorize the City Manger to sign said Task Assignment substantially in the form as submitted.

[North Fork McSorley Creek Diversion Project](#)

Item 6. 24TH AVE S IMPROVEMENTS PROJECT, KENT–DES MOINES RD. (SR 516) TO S. 223RD ST, 2022-2023 ON-CALL GENERAL CIVIL ENGINEERING SERVICES – PARAMETRIX TASK ASSIGNMENT 2022-02 FOR RIGHT-OF WAY ACQUISITION SERVICES

Motion 1 is to approve the Draft Right of Way Plan for the 24th Ave S Improvements Project, Kent-Des Moines Rd. (SR 516) to S. 223rd St, as illustrated within Attachment 2, and further authorize the Public Works Director to sign and make modifications to the Plan as necessary to finalize design and support construction of the project improvements.

Motion 2 is to approve the 2022-2023 On-Call General Civil Engineering Services Task Assignment 2022-02 with Parametrix Inc. to provide right-of-way acquisition services for the 24th Ave South Improvements Project (Kent-Des Moines Rd. (SR 516) to S. 223rd St) in the amount of \$180,025.71, and further authorize the City Manger to sign said Task Assignment substantially in the form as submitted.

[24th Ave S Improvements Project, Kent-Des Moines Rd. \(SR 516\) to S. 223rd](#)

Item 7. ONE WASHINGTON MEMORANDUM OF UNDERSTANDING

Motion is to approve the MOU with Washington municipalities related to the potential allocation of settlement funds from pending opioid litigation.

[One Washington Memorandum of Understanding](#)

NEW BUSINESS

INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10
Minutes

- Item 1. SECOND READING - DRAFT ORDINANCE NO. 22-023 - REGARDING
START TIME FOR CITY COUNCIL MEETINGS
Staff Presentation: City Attorney Tim George
[Second Reading - Draft Ordinance No. 22-023 – Regarding start time
for City Council meetings](#)

- Item 2. INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10
Minutes

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

(4 minutes per Councilmember) - 30 minutes

PRESIDING OFFICER'S REPORT

EXECUTIVE SESSION

NEXT MEETING DATE

MONTH DATE YEAR City Council Regular Meeting

ADJOURNMENT

**CITY OF DES MOINES
Voucher Certification Approval**

May 12, 2022

Auditing Officer Certification

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

As of **May 12, 2022** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through April 29, 2022 and payroll transfers through May 5, 2022 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:

Beth Anne Wroe

Beth Anne Wroe, Finance Director

	# From	# To	Amounts
Claims Vouchers:			
ACH/EFT Vendor Payments	869	890	85,560.61
Accounts Payable Checks	163887	163938	338,927.92
Total claims paid			424,488.53

Payroll Vouchers				
Payroll Checks	5/5/2022	19480	19483	5,484.36
Direct Deposit		1265	1425	436,588.40
Total Paychecks/Direct Deposits paid				442,072.76
Total checks and wires for A/P & Payroll				866,561.29

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Lodging Tax Advisory Committee
Appointment

FOR AGENDA OF: May 12, 2022

DEPT. OF ORIGIN: Admin

DATE SUBMITTED: May 4, 2022

ATTACHMENTS:

- 1. Application


CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- Legal /s/TG
- Finance ____
- Courts ____
- Police ____
- City Clerk ____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to recommend City Council approval of the Mayor’s appointment to the Lodging Tax Advisory Committee.

Suggested Motion

Motion 1: “I move to confirm the Mayoral appointment of Emmie Crespo to the Lodging Tax Advisory Committee effective immediately.”

Background

The City of Des Moines adopted Ordinance No. 1319 on March 27, 2003 which became effective April 26, 2003 for the purpose of establishing a Lodging Tax Advisory Committee. A Committee of at least five members is required for the collection of Des Moines’ legal share of Hotel/Motel Tax. The tax must be used solely for paying for tourism promotion and for the acquisition and/or operation of tourism related facilities as specified in RCW 67.28.180.

Discussion

The committee shall consist of at least five members, appointed by the mayor and confirmed by a majority of the City Council. The committee membership shall include at least two members who are representatives of businesses required to collect tax under RCW 67.28.180, at least two members who are persons involved in activities authorized to be funded by revenue received under RCW 67.28.180 and one member who shall be a member of the City Council and who shall serve as Chair of the committee.

This agenda requests Council approval of the appointment of Emmie Crespo, Catering Sales Manager for the Four Points by Sheraton. Ms. Crespo would fill the vacancy left by former committee member, Courtney Antram.

Alternatives

None provided.

Recommendation

Des Moines Administration recommends the Mayoral appointment of Emmie Crespo to a term on the Lodging Tax Advisory Committee.



CITY OF DES MOINES
APPLICATION FOR LODGING TAX ADVISORY COMMITTEE
21630 11th Avenue South
Des Moines, WA 98198

Attachment #1

NAME: Emmie Crespo
ADDRESS: 22406 Pacific Hwy South
CITY, ZIP: Des Moines, WA 98188
Contact Information - PHONE: Home 2538049453 Work 2536420064
Cell 2063356260 Fax 2536420035 E-Mail emmie.crespo@aimhosp.com

EMPLOYMENT/VOLUNTEER SUMMARY LAST FIVE YEARS:

See attached resume

Are you related to anyone presently employed by the City or a member of a City Board? NO
If yes, explain: _____

Do you currently have an owning interest in either real property (other than your primary residence) or a business in the Des Moines? NO If so, please describe: _____

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS POSITION, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE PAPER IF NECESSARY.

1. Specify the group you represent:

Local Lodging Industry

Business/Organization Providing Programs & Services to Promote Tourism in Des Moines

Provide Details of this Representation: Four Points by Sheraton Seattle Airport

Pls see attached resume

2. What problems, programs or improvements are you most interested in? _____

Safe Neighborhood around Pacific Hwy

3. Please list any Des Moines elective/appointive offices you have run/applied for previously.

None

Emmie Crespo

12314 SE 315th Place Auburn, Washington 98092 Email. Emmie_river@yahoo.com Tel: 206-335-6260

PROFESSIONAL SUMMARY

Over 35+ years of increasing profitability and customer service in the Hospitality Industry. Proven reaching sales goals with high revenue in booking catering events, Corporate, BT, Airlines, LNR and SMERF clients.

EDUCATION:

M.B.A. Units Master of Business Administration – University of Washington, Seattle Washington

Courses in Effective Selling and Marketing – De La Salle University, Philippines

B.S. B. E. Bachelor of Science in Business and Education, Major in Marketing and Retail Merchandising

Polytechnic University of the Philippines and College of Commerce. Completed and Took Various courses in Sales Training from Hilton, Doubletree, Crowne Plaza, Holiday Inn and Red Lion

PROFESSIONAL EXPERIENCE

Catering Sales Manager

Four Points by Sheraton Seattle Airport South

- Solicit new and existing accounts to meet and exceed revenue goals through telephone prospecting, outside sales calls, site inspections and written communication.
- Work with F&B team to create Catering Menus and Day Delegate Packages.
- Create, communicate and distribute any and all meetings and events related information to supporting departments.
- Ensure all conferences and meetings are executed to the client's expectations.
- Actively solicit and close Group and BT business in the absence of a Sales Managers.
- Create Strong relationships with clients such as Alaska Airlines, AWSP, WASA, Allied, Department of Health, DSHS, Department of Ecology, BECU which aided in shifting complete share from our competitor hotels in all facets such as BT, Group and Contract Business.
- Winner of the Interstate Prospecting Day, Two Years Running.
- Complete and submit all monthly Catering reviews and forecast.
- Reached sales goals every year and Exceeded 2019 goals by 259%.

Crowne Meeting Director

Crowne Plaza Hotel Seattle Airport

- Oversee all functions of the Conference/Catering Services Department and Sales Department. Responsible for soliciting new accounts, maintaining relationship with existing accounts to meet and exceed food and beverage revenue and goals.
 - Ensures that all conferences, meetings and group activities are coordinated and managed within client expectations.
 - Upsell client events and manage function space to maximize profit.
 - Responsible for handling all details related to meeting and guest room's needs. The primary point of contact with the client and detailing all meeting related specifics.
 - Communicate and act as a liaison with other departments to make sure the details of all meetings related functions are taken care of.
 - Solicit new and existing accounts to meet and exceed revenue goals through telephone prospecting, outside sales calls, site inspections and written communication.
 - Interim booking Sales Manager during any office vacancies.
-

**Catering Sales Manager
Holiday Inn SeaTac International Airport**

- Responsible for the overall operation of a catering facility, preparation before and after the event.
- Proactively solicited and secured new business through networking, telephone solicitation, site inspections and outbound sales calls.
- Booked and serviced all social events, meetings, seminars, association, corporate, government, SMERF accounts.
- Submit weekly, monthly and quarterly catering forecast Involved in strategic planning, goal setting, forecasting and developing a repeat customer roster that increased department revenue.
- Generate new and repeat business through targeted sales marketing activities.
- Develop and implement quarterly action plan.
- Achieve Direct Sales activities goals including outside calls, entertainment, site inspections, prospecting calls, referrals and business networking.
- Secure new business and maximize the value of existing accounts.
- Processed inquiries, leads and referral from bureau, C-event, Meeting Broker and IHG lead. Qualified and captured business based on availability and revenue potential.

**Complex, Catering Sales Manager
Double Tree Hotel/Hilton SeaTac International Airport**

- Booked and reached revenue for both properties (Hilton/Double) about 80,000+ of meeting spaces and 1300+ guest rooms.
- Proactively solicited and secured new business through networking, telephone solicitation, site inspections and outbound sales calls.
- Developed strategic and aggressive ideas to solicits and sells catering events for both hotels.
- Performed manager on duty, high volume of site tours and events.
- Booked and serviced all social events, meetings, seminars, association, corporate, government, SMERF accounts.
- In charged of the wedding shows and NW Event shows for both properties.
- Prepared and developed proposals to prospective customers for high revenue.

REFERENCES:

- Former Secretary of State Sam Reed, Olympia Washington 98504 (360-902-4199)
- Washington State Representative, Tina Orwall, Olympia, Washington (206)824-5097)
- Kathy Hume, Account Director the Westin Denver (253) 632-5883
- Marivic Ramirez, Accounting Manager, University of Washington (206-335-9414)
- Cheryl Schulz | Executive Assistant, Ben Minicucci – President, Alaska Airlines
Todd Sproul – Vice President System Operations
Alaska Airlines | 206-392-5565 | cheryl.schulz@alaskaair.com
19300 International Blvd, Seattle, WA 98188
PO Box 68900 – SEACO, Seattle, WA 98168
alaskaair.com

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: 2022 Overlay Program – Public Works Construction Contract Award and 2022-2023 On-Call Consultant Agreement for Construction Administration & Inspection Services

FOR AGENDA OF: May 12, 2022

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: May 5, 2022

ATTACHMENTS:

1. Public Works Construction Contract
2. KPG Psomas, Inc., 2022 – 2023 On-Call General Civil Engineering Services, Task Assignment #2022-03
3. Bid Proposal (Responsive Low Bid)

CLEARANCES:

- Community Development N/A
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Public Works Richard Jones

CHIEF OPERATIONS OFFICER: [Signature]

- Legal /s/TG
- Finance [Signature]
- Courts N/A
- Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval for the Public Works Contract (Attachment 1) with Lakeside Industries Inc., and the 2022-2023 On-Call General Civil Engineering Services Task Assignment 2022-03 with KPG Psomas Inc. (Attachment 2), to provide Construction Administration and Inspection Services. The following motions will appear on the Consent Calendar:

Suggested Motions

Motion 1: “I move to approve the Public Works Contract with Lakeside Industries, Inc. for the 2022 Overlay Program, in the amount of \$535,928.00, authorize a project construction contingency in the amount of \$54,000.00, and further authorize the City Manager to sign said Contract substantially in the form as submitted.”

Motion 2: “I move to approve the 2022-2023 On-Call General Civil Engineering Services Task Assignment 2022-03 with KPG Psomas Inc. to provide construction administration and inspection services for the 2022 Overlay Program in the amount of \$64,228.00, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.”

Background

The 2022 Overlay Program, Redondo Beach Dr. S (S 283rd St to S 282nd St) and Woodmont Drive S (Woodmont Beach Dr. S to S 262nd St), consists of resurfacing approximately 1,300 lineal feet of asphalt roadway along Woodmont Beach Dr. S, and 400 lineal feet of asphalt roadway along Redondo Beach Dr S. Additionally, the project will reconstruct curb ramps to meet ADA compliance, install approximately 400 lineal feet of curb, gutter, 6-foot-wide sidewalk, and include upgrades to the existing storm drainage system along Redondo Beach Dr. S, between S 283rd St and S 282nd St.

In May of 2021, City Council approved task assignment(s) with KPG Psomas Inc. for design of the Woodmont and Redondo Project Improvements under the 2020-2021 On-Call General Civil Engineering Services Contract. After design completion, a solicitation for Bids was published on April 19th, 2022 and a public Bid Opening was held on May 3rd, 2022.

Discussion

Construction Contract (Motion #1)

The 2022 Overlay Project was advertised for bids in accordance with state law, WSDOT LAG Manual, and requirements for competitive bidding of public works contracts. Bids proposals from seven contractors were received. Bids were publicly opened and read on May 3rd, 2022 by the City Clerk and are summarized below.

BID RESULTS

<u>Engineer’s Estimate</u>	<u>\$519,481.00</u>
<u>Contractor Name</u>	<u>Bid Proposal</u>
Lakeside Industries, Inc.	\$535,928.00 (Responsive Low Bid)
Puget Paving & Construction Inc.	\$546,096.50
Lakeridge Paving Co LLC	\$546,367.00
Blue Mountain Construction Group, LLC	\$547,020.00
ICON Materials, Inc.	\$548,977.00
Central Paving	\$619,011.20
Tucci & Sons, Inc	\$682,372.00

Lakeside Industries, Inc. is the Responsive Low Bidder (Attachment 3). The bid tabulation and contractor qualifications have been reviewed and staff finds that the low bid is responsive and recommends award of the contract to Lakeside Industries, Inc.

Construction Administration and Inspection Services Task Assignment (Motion #2):

Engineering consultants are needed in order to supplement and expand the capability of City staff for Construction Administration and Inspection of the Project. These services are proposed to be provided by KPG Psomas Inc., the Engineer of Record for the project (Attachment 2). Staff believes that KPG Psomas Inc. has satisfactorily met engineering expectations for the project as originally envisioned in the solicitation for services, has demonstrated their qualifications for these services on other projects within

the City of Des Moines, and will be able to maintain valuable overall project history and consistency with the previous phases of work. The scope of work for KPG Psomas Inc. includes the following services: preconstruction coordination, documentation and project control, design clarifications, change order review, response to information requests, construction inspection, material testing, and Engineer of Record Services.

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

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

Alternatives

Motion #1 – Reject All bids

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

Motion #2 – Not Approve On-Call Task Assignment with KPG Psomas

The City Council could elect not to approve the Task Assignment with KPG Psomas Inc. for Construction Administration and Inspection Services. The City does not have adequate resources to perform complete Construction Administration and Inspection in compliance with the general project requirements or the WSDOT LAG Manual. Council could direct staff to solicit for proposals, but this will cause project delay and potential need to re-bid the project in 2023.

Financial Impact

The City's Arterial Street Pavement Preservation Program includes revenues to achieve full project funding.

Recommendation/Conclusion

Staff recommends adoption of the motion(s).

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

THIS CONTRACT is made and entered into this _____ day of _____, 2022, by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Lakeside Industries, Inc. organized under the laws of the State of Washington, located and doing business at 28610 Maple Valley Black Diamond Road SE, Maple Valley 98039. (hereinafter the "Contractor").

CONTRACT

The parties agree as follows:

I. DESCRIPTION OF WORK.

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

2022 Overlay Program
(Woodmont Drive S. – Woodmont Beach Rd S. to S. 262nd Street)
(Redondo Beach Drive S. – S. 283rd Street to S. 282nd Street)

- Planing and disposal of approximately 2500 square yards of bituminous pavement within the right of way to a depth of approximately 2 inches.
- Placement of approximately 900 tons of HMA overlay
- Placement of approximately 250 square yards of concrete (sidewalks, driveways, etc)
- Installation and modification of stormwater inlets and piping
- Adjustment of survey monument cases and covers
- Adjustment of surface utilities to grade
- Installing channelization
- Property restoration



- And all incidental items necessary to complete the Work as described in the Plans and Specifications.

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

Standard Specifications for Road, Bridge and Municipal Construction, 2021 prepared by the Washington State Department of Transportation and the American Public Works Association – Washington State Chapter.

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

Exhibit A: Bid Documents

Exhibit B: Contract Documents

Exhibit C: Special Provisions

Appendix A: Standard Plans

Appendix B: Prevailing Wage Rates

Appendix C: RCW 19.122

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

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

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

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

- (i) the Standard Specifications of the Washington State Department of Transportation (WSDOT) (current edition);
- (ii) the American Public Works Association (APWA) (current edition);
- (iii) the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways (current edition);
- (iv) the Standard Plans for Road, Bridge and Municipal Construction (as prepared by the WSDOT/APWA current edition);
- (v) the American Water Works Association Standard (AWWA) (current edition), and;
- (vi) shall perform any changes in the work in accord with the Contract Documents.

d. Any inconsistency in the parts of the Contract and the documents referenced in section I c above shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Terms and provisions of the Contract
2. Addenda,
3. Proposal Form,
4. Special Provisions, including APWA General Special Provisions, if they are included,
5. Contract Plans,
6. Amendments to the Standard Specifications,
7. WSDOT Standard Specifications for Road, Bridge and Municipal Construction,
8. Contracting Agency's Standard Plans (if any), and
9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

II. TIME OF COMPLETION. The parties agree that work on the tasks described in Section I above and more specifically detailed in Exhibit A attached hereto will begin immediately upon execution of this Contract. Upon the effective date of this Contract, the Contractor shall complete the work described in Section I within [25] working days. If said work is not completed within the time specified, the Contractor agrees to pay the City the sum specified in Section VI - Liquidated Damages of this contract.

III. COMPENSATION. The City shall pay the Contractor a total amount not to exceed five hundred thirty five thousand nine hundred twenty eight dollars and zero cents (\$535,928.00), plus any applicable Washington State Sales Tax, for the work and services contemplated in this Contract. If the work and services to be performed as specified in Exhibit A "Scope and Schedule of Work" is for street, place, road, highway, etc. as defined

in WAC 458-20-171, then the applicable Washington State Retail Sales Tax on this contract shall be governed by WAC 458-20-171 and its related rules for the work contemplated in this Contract. The Contractor shall invoice the City monthly. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The Contractor will submit requests for Progress payments on a monthly basis and the City will make progress payment within 45 days after receipt of the Contractor's request until the work is complete and accepted by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

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

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

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

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

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

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

VI. Liquidated Damages. This section of the Contract shall apply only in the event of a delay in the completion of the work within the timeframe specified in the Contract. This being a Public Works project performed for the benefit of the public, and there being a need for the completion of the project in the time specified in the Contract, City and

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

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

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

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

City and Contractor agree that for each day beyond the completion date specified in the Contract that the project is not completed, the sum of **\$3,215.57** shall be deducted from the amount to be paid Contractor and shall be retained by City as damages.

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

VII. PREVAILING WAGES. Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work and an Affidavit of prevailing wages paid after completion of the work. The Statement of Intent to Pay Prevailing Wages," shall include Contractor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor, and comply with Chapter 39.12 of the Revised

Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries must be submitted to the City by Contractor. It shall be the responsibility of Contractor to require all subcontractors to comply with Chapter 39.12 RCW and this section of the Contract.

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

IX. Compliance with Wage, Hour, Safety, and Health Laws. The Contractor shall comply with the rules and regulations of the Fair Labor Standards Act, 29 U.S.C. 201 et seq, the Occupational Safety and Health Act of 1970, 29 U.S.C. 651, et seq, the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, and any other state or federal laws applicable to wage, hours, safety, or health standards.

X. Days and Time of Work. Unless otherwise approved by the City, the working hours for this project will be limited to the following hours:

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

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

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

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

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

XII. CHANGES. The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Contract, section XXII(C), within seven (7) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to

agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section XIII, Claims, below.

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

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

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

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

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
1. The date of the Contractor's claim;
 2. The nature and circumstances that caused the claim;
 3. The provisions in this Contract that support the claim;
 4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
 5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

- B. Records. The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

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

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

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

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

XVI. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any sub-contract, the Contractor, its sub-contractors, or any person acting on behalf of the Contractor or sub-contractor shall not, by reason of race, religion,

color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

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

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

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

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

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

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

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed

operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

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

C. Other Insurance Provisions

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Subcontractors

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

E. Notice of Cancellation

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

F. Failure to Maintain Insurance

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

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

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

In the event that the Compensation called for in Section III of this Contract is less than **\$35,000.00**, which sum shall be determined after the addition of applicable Washington State sales tax, the Contractor may, prior to the execution to this contract and in lieu of the above mentioned bond, elect to have the City retain 50% of the contract amount for a period of either thirty (30) days after final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

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

XXII. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

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

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

D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives

its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

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

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

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

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

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

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

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

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

CONTRACTOR: By: _____	CITY OF DES MOINES: By: _____
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<p style="text-align: center;"><i>(signature)</i></p> <p>Print Name: _____</p> <p>Its _____</p> <p style="text-align: center;"><i>(Title)</i></p> <p>DATE: _____</p>	<p style="text-align: center;"><i>(signature)</i></p> <p>Print Name: <u>Michael Matthias</u></p> <p>Its <u>City Manager</u></p> <p style="text-align: center;"><i>(Title)</i></p> <p>DATE: _____</p> <p style="text-align: right;">Approved as to Form:</p> <p style="text-align: right;">_____</p> <p style="text-align: right;">City Attorney</p> <p style="text-align: right;">DATE: _____</p>
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<p>NOTICES TO BE SENT TO:</p> <p>CONTRACTOR:</p> <p>Shawn White Lakeside Industries, Inc. 28610 Maple Valley Black Diamond Rd SE Maple Valley 98038</p> <p>253-631-3611 (telephone) (facsimile)</p>	<p>NOTICES TO BE SENT TO:</p> <p>CITY OF DES MOINES:</p> <p>Khai Le, P.E. City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 206-870-6537 (telephone) 206-870-6596 (facsimile)</p>
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Formal Task Assignment Document

Task Number 3

The general provisions and clauses of Agreement 2022-2023 On-Call General Civil Engineering Services shall be in full force and effect for this Task Assignment.

Location of Project: Redondo Beach Dr S (S 283rd St to S 282nd St) and Woodmont Drive S (Woodmont Beach Rd to S 262nd St)

Project Title: 2022 Overlay Program

Maximum Amount Payable Per Task Assignment: \$64,228.00

Completion Date: August 31, 2022

Description of Work: Construction Services for 2022 Overlay Program. See attached Scope of Work (Exhibit A) and Fee (Exhibit B)

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ Date: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

EXHIBIT A

**City of Des Moines
2022 Overlay Program - Redondo Beach Dr S / Woodmont Dr S
Project Management Services**

KPG Psomas Inc.
Scope of Work
April 27, 2022

Construction Services

This work will provide a combination of the following services:

- Construction Inspection
- Resident Engineering
- Documentation

These services will include project management, inspection, resident engineer involvement, documentation, and coordination of a materials testing subconsultant during the construction of the project, as detailed below.

I. INTRODUCTION

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

Assumptions:

2022 Overlay Program - Redondo Beach Dr S / Woodmont Dr S

Proposed project team will include one full-time construction inspector during construction activities, as well as part-time assistance from the following: resident engineer, construction manager and documentation control administrator. The level of services is based on a project duration of approximately **5 weeks at 5 days/week**, or **25 Calendar days**. It is anticipated that full time inspection will be required for the entire duration of construction up to Substantial Completion or to the end of Contract Time, whichever comes first. A part time project engineer will be available for assistance with submittal reviews, RFI's, etc. as requested by Des Moines.

- **Hours of work.** Work is anticipated to take place during daylight hours on a single shift of 8 hours per day, 5 days per week.
- Work performed will include inspector's daily reports and field note records as outlined in Section II. Execution of contract, required documentation records, and preparation of pay estimates will be performed by Des Moines except with additional CM support from KPG Psomas as described in Section II.

II. SCOPE OF WORK

Provide overall project management and coordination with Des Moines. This effort will include the following elements.

- Project staff management and coordination
- Schedule and budget monitoring
- Contract management

The Consultant shall provide the services of one construction inspector to monitor the progress of the work. Construction staff shall document work performed on the project site, and will observe the technical progress of the construction, including providing day-to-day contact with the Contractor and Des Moines.

The presence of the Consultant's personnel at the construction site is for the purpose of providing to Des Moines a greater degree of confidence that the completed work will generally conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the construction Contractor(s). The Consultant's personnel shall act in accordance with Section 1-05.1 and 1-05.2 of the current WSDOT Standard Specifications. The Consultant will endeavor to protect all parties against defects and deficiencies in the work of the Contractor(s), but cannot guarantee the Contractors' performance and shall not be responsible for construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the work performed by the construction contractor(s) and any subcontractors.

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

- i. Task management and coordination (including advance meeting with Des Moines).
- ii. Project orientation - Review of construction contract documents and project site, compilation/preparation of field inspection forms.
- iii. Participation in pre-construction and progress meetings.
- iv. Daily observations, measurements and documentation during construction, including:
 - a. Temporary traffic control provisions (start-of-day, modifications during workday, end-of-day).
 - b. Temporary erosion and sediment control / prevention provisions (start-of-day, modifications during workday, end-of-day).
 - c. Conformance with provisions of Right-of-Way permit issued by the City of Des Moines.
 - d. Daily field measurements of work performed by respective bid item.
 - e. Confirmation and documentation (tickets, shipping labels, digital imagery, etc.) of materials removed or installed.
 - f. Daily log of communications, site observations, weather, on-site equipment, labor, digital progress photos and working conditions.
 - g. Coordination with designated Des Moines lead inspector regarding site issues, status.
 - h. A \$4,500 budget allowance is included in the event materials testing services are needed. It is

assumed that the requested testing effort will be minimized where practical, and coordinated by KPG Psomas with input from the City.

- v. Provide technical support from design team to assist with submittal review, request for information (RFI), change management, and updated plans, if necessary.

The Consultant shall provide the services of one part time resident engineer and one part time document control admin to assist Des Moines with contract management and closeout activities on an as-needed basis. Anticipated level of effort and project needs for each of the part time positions are identified below:

- i. **Construction Manager:** Budget is based on 1 hour/week for the contract duration and 1 hours/week for 2 weeks of closeout.
- ii. **Resident Engineer:** Budget is based on a total of 40 hours for the contract duration and 10 hours/week for 2 weeks of closeout. The resident engineer will assist with submittal reviews; coordination between the Contractor, City of Des Moines, and KPG design staff; project documentation; additional inspection, as needed; participation in weekly construction meetings; and assistance with pay estimate preparation. As the budgeted effort is limited, the City will need to lead most of the resident engineering-related tasks, with support from KPG Psomas on an as-requested basis.
- iii. **Document Control Admin:** Budget is based on a total of 72 hours for the contract duration and 18 hours/week for 2 weeks of closeout. The document control admin will assist with maintaining project files, document tracking spreadsheets and payroll; assistance with pay estimate preparation; and closeout assistance. The City will lead and complete the project award and contract execution process and provide this documentation to the Document Control Admin. The document control admin will primarily work in the KPG Psomas office.

The goal of this task is to provide additional support to Des Moines staff in administration of the contract on an as-needed basis. To that end, the consultant and Des Moines will work collaboratively to determine project needs and specific division of tasks throughout the execution of the contract.

Management Reserve:

The services described under this task, and any other additional services requested by Des Moines, will be performed only when authorized by the City. A total of \$3,040 has been included in the cost for services as a placeholder.

- Additional services for project documentation as may be requested by Des Moines.
- Provide any additional services resulting from changes in scope or design of the project. Changes include, but are not limited to, changes in size, complexity, the schedule or character of construction.
 - Provide claims analysis and assistance in resolving claims that are protracted in nature and beyond the scope of the change order process described herein.

III. DELIVERABLES

- i. Inspector Daily Reports
- ii. Construction Photographs – 1 set, including preconstruction photographs
- iii. Daily field note records, including documentation as set forth in 2.v.
- iv. Documentation of materials received and installed, and facilities removed or decommissioned.

EXHIBIT B or C

PRIME CONSULTANT COST COMPUTATIONS

Client: City of Des Moines
 Project: 2022 Overlay Program - Redondo Beach Dr S / Woodmont Dr S
 KPG, P.S. PROJECT NUMBER: 21112W3
 25 working days + 1 week startup and 2 weeks closeout
 DATE: 4/27/2022

Task No.	Task Description	Labor Hour Estimate											Total Hours and Labor Fee Estimate by Task			
		Senior Construction Manager	Construction Manager	Senior Resident Engineer	Resident Engineer	Senior Construction Observer	Construction Observer	Construction Observer III	Construction Observer II	Construction Observer I	Document Specialist	Senior Admin	Office Admin	Office Assistant	Hours	Fee
Task 1 - Management / Coordination / Administration																
1.1	Project Management and Administrative Services														9	\$ 1,540.00
1.2	Prepare, review and submit monthly expenditures		7												2	\$ 376.00
	Task Total	0	9	0	0	0	0	0	0	0	0	0	0	0	11	\$ 1,916.00
Task 2 - Assist City with the Award Process (Assume City responsibility)																
2.1	Assist City with Award Process (by City)														0	\$ -
2.2	Bid reb Analysis and verify Contractor (by City)														0	\$ -
2.3	Communications (by City)														0	\$ -
	Task Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Task 3 - Administrative Services up to Contractor Notice to Proceed (NTP) (2 Weeks)																
3.1	Administrative Services up to Contractor Notice to Proceed		2												10	\$ 1,408.00
3.2	PreCon Photos														4	\$ 492.00
3.3	Review Plans and Specs				8										16	\$ 2,068.00
3.4	Prepare Hard and Electronic Files				2										6	\$ 760.00
3.5	Prepare ROM				2										10	\$ 1,248.00
3.6	Prepare PreCon Agenda				2										4	\$ 516.00
3.7	Prepare Templates				2										4	\$ 516.00
3.8	Utility Coordination				4										4	\$ 544.00
	Task Total	0	2	0	24	0	0	0	0	0	0	0	0	0	68	\$ 7,552.00
Task 4 - Construction Management (CM) and Administrative Services. NTP to Project Closeout. (5 Weeks)																
4.1	Construction Management Office Support				16										68	\$ 8,520.00
4.2	Construction Management Field Paperwork				16										36	\$ 4,616.00
4.3	Utility Coordination				8										8	\$ 1,088.00
	Task Total	0	0	0	40	0	0	0	0	0	0	0	0	0	112	\$ 14,224.00
Task 5 - Provide Field Inspection for Each of the Project's Working Days (5 Weeks)																
5.1	Construction Inspection														200	\$ 24,600.00
5.2	Material Succession Meetings (assume included in 8-hr workday)														0	\$ -
5.3	Construction Inspection Nights (assume no nightwork)														0	\$ -
	Task Total	0	0	0	0	0	0	0	0	0	0	0	0	0	200	\$ 24,600.00
Task 6 - Project Closeout (2 Weeks)																
6.1	Construction Management Office Support				20										40	\$ 5,160.00
6.2	Construction Management Field Paperwork/Inspection (Punchlist)				8										8	\$ 984.00
6.3	Prepare Documentation to Deliver to City														16	\$ 1,952.00
	Task Total	0	0	0	20	0	0	0	0	0	0	0	0	0	64	\$ 8,096.00
Task 7 - Materials Testing																
7.1	Subcontract with Material Tester														0	\$ 4,500.00
7.2	Prepare invoices and Billings for Subcontractor (Included in Task 1)														0	\$ -
	Task Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 4,500.00
Task 8 - Management Reserve																
8.1	Upon City Authorization Only														0	\$ 3,040.00
	Task Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 3,040.00
	Total Labor Hours and Fee	0	2,068	0	11,424	0	0	0	0	0	0	0	0	0	445	\$ 63,928.00
Reimbursable Direct Non-Salary Costs																
	Mileage at Current IRS rate															\$ 300.00
	Reproduction Allowance															\$ -
	Total Reimbursable Expense															\$ 300.00
	Total Estimated Budget															\$ 64,228.00

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Proposal

2022 Overlay Program (Woodmont Drive S. – Woodmont Beach Rd S. to S. 262nd Street) (Redondo Beach Drive S. – S. 283rd Street to S. 282nd Street)

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

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

The undersigned bidder hereby agrees to start construction within ten (10) days after the date stated in the Notice to Proceed, and to complete the contract within [25] working days thereafter. This period shall be known as the "Contract Time" for the purposes of the project. It is expected that, following the placement of HMA, the contract shall be suspended for a period of 21 days to allow for curing before striping. During the time, working days will not be counted, however the contractor shall be bound by the conditions set forth in Section 1-08.6. At the end of this period, the contract shall resume under all original conditions.

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

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

The Owner will correct obvious mathematical errors in bid proposals.

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

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

PROPOSAL FORM

CITY OF DES MOINES 2022 Overlay Program

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

Item No.	Spec Sec.	Item Description	Est. Qty.	Unit	Unit Price	Amount
Woodmont Dr. S & Redondo Beach Dr. S						
1	1-04	Minor Change	1	EST	\$ 22,000.00	\$ 22,000.00
2	1-05	Roadway Surveying	1	LS	LUMP SUM	\$ 4,000 -
3	1-05	ADA Features Surveying	1	LS	LUMP SUM	\$ 3,500 -
4	1-05	Record Drawings	1	LS	LUMP SUM	\$ 1,000 -
5	1-07	Utility Pothole	10	EA	\$ 350 -	\$ 3,500 -
6	1-07	SPCC Plan	1	LS	LUMP SUM	\$ 500 -
7	1-07	Property Restoration	1	FA	\$ 13,000.00	\$ 13,000.00
8	1-09	Mobilization	1	LS	LUMP SUM	\$ 52,000 -
9	1-10	Project Temporary Traffic Control	1	LS	LUMP SUM	\$ 67,000 -
10	2-01	Clearing and Grubbing	1	LS	LUMP SUM	\$ 6,500 -
11	2-01	Roadside Cleanup	1	LS	LUMP SUM	\$ 5,000 -
12	2-02	Removal of Obstructions	1	LS	LUMP SUM	\$ 57,000 -
13	2-02	Adjust Existing Sanitary Sewer Manhole to Grade (new casting furnished by others)	10	EA	\$ 625 -	\$ 6,250 -
14	2-02	Adjust Existing Water Valve to Grade	2	EA	\$ 500 -	\$ 1,000 -
15	4-04	Crushed Surfacing Top Course	70	CY	\$ 80 -	\$ 5,600 -
16	5-04	Planing Bituminous Pavement, 2" (Min) Depth	2,460	SY	\$ 11 -	\$ 27,060 -
17	5-04	HMA Cl. 1/2 In. PG 58H-22	900	TON	\$ 150 -	\$ 135,000 -
18	5-05	Reinforced Cement Concrete Panel	24	SY	\$ 150 -	\$ 3,600 -
19	7-04	Solid Wall PVC Storm Sewer Pipe, 8 In. Diam	30	LF	\$ 130 -	\$ 3,900 -
20	7-04	Ductile Iron Storm Sewer Pipe, 8 In. Diam	140	LF	\$ 150 -	\$ 21,000 -
21	7-05	Catch Basin Type 1	5	EA	\$ 2,800 -	\$ 14,000 -
22	7-05	Connection to Drainage Structure	4	EA	\$ 600 -	\$ 2,400 -
23	7-05	Adjust Catch Basin	1	EA	\$ 625 -	\$ 625 -
24	8-01	Erosion/Water Pollution Control	1	LS	LUMP SUM	\$ 3,000 -
25	8-04	Cement Concrete Traffic Curb and Gutter	650	LF	\$ 32 -	\$ 20,800 -
26	8-04	Cement Concrete Pedestrian Curb	80	LF	\$ 30 -	\$ 2,400 -
27	8-06	Cement Concrete Driveway Entrance, Type 1 (modified)	62	SY	\$ 55 -	\$ 3,410 -
28	8-09	Raised Pavement Marker Type 1	36	EA	\$ 8 -	\$ 288 -
29	8-09	Raised Pavement Marker Type 2	120	EA	\$ 8 -	\$ 960 -
30	8-12	Reinstall Existing Gate on New Posts	1	LS	LUMP SUM	\$ 3,500 -
31	8-13	Remove and Replace Monument Case and Cover	5	EA	\$ 700 -	\$ 3,500 -
32	8-14	Cement Concrete Sidewalk	190	SY	\$ 60 -	\$ 11,400 -

PROPOSAL FORM

**CITY OF DES MOINES
2022 Overlay Program**

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

Item No.	Spec Sec.	Item Description	Est. Qty.	Unit	Unit Price	Amount
Woodmont Dr. S & Redondo Beach Dr. S						
33	8-14	Detectable Warning Surface	170	SF	\$ 23 -	\$ 3,910 -
34	8-14	Cement Concrete Curb Ramp Type Parallel A	3	EA	\$ 1,500 -	\$ 4,500 -
35	8-14	Cement Concrete Curb Ramp Type Parallel B	3	EA	\$ 1,200 -	\$ 3,600 -
36	8-14	Cement Concrete Curb Ramp Type Perpendicular A	4	EA	\$ 1,100 -	\$ 4,400 -
37	8-14	Cement Concrete Curb Ramp, Type Single Direction A	1	EA	\$ 1,100 -	\$ 1,100 -
38	8-21	Remove Timber Sign Post and Replace Existing Sign on Steel Support	3	EA	\$ 550 -	\$ 1,650 -
39	8-21	Install New Sign on Steel Support	3	EA	\$ 650 -	\$ 1,950 -
40	8-21	Reinstall Street Sign on Stop Sign	1	EA	\$ 350 -	\$ 350 -
41	8-22	Paint Line	6,510	LF	\$ 0.50 -	\$ 3,255 -
42	8-22	Plastic Stop Line	70	LF	\$ 9 -	\$ 630 -
43	8-22	Plastic Crosswalk Line	240	LF	\$ 11 -	\$ 2,640 -
44	8-22	Plastic Traffic Letter (12-inch)	50	EA	\$ 25 -	\$ 1,250 -
45	8-23	Temporary Pavement Markings - Short Duration	1	LS	LUMP SUM	\$ 2,000 -
TOTAL						\$ 535,928 -

Total Bid Price (in figures) \$ 535,928.00

Total Bid Price (in words) \$ five hundred thirty five thousand nine hundred twenty eight dollars & 00/100¢

Proposal (Continued)

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

Signed _____

Title Project Manager

Name of Bidder

Registration or license, Division of Professional Licensing:

1. License Number LAKESTAR 274JD

2. Date 5-3-2022

3. Contractor's Signature _____

4. Title Project Manager

Address of Bidder: 28610 Maple Valley Block Diamond Rd SE Maple Valley 98038
Street City Zip

Telephone Number of Bidder 253-631-3611
Office Home

Email Contacts shawn.white@lakesideindustries.com

Date of Bid 5-3-2022

Receipt is hereby acknowledged for the following Addenda:

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

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

Bid proposal to be submitted in a sealed envelope marked "Bid Enclosed" for **2022 Overlay Program**.

Form of a Bid Bond

BID BOND DEPOSIT

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

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

Signature _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Lakeside Industries, Inc., as Principal, and Travelers Casualty and Surety Company of America _____, as Surety, are held and firmly bound unto the City of Des Moines, as Obligee, in the penal sum of Five Percent (5%) of the Total Amount Bid ---- dollars (\$ --5%--) for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The Condition of this obligation is such that if the Obligee shall make award to the Principal for the 2022 Overlay Program (Woodmont Drive S. – Woodmont Beach Rd S. to S. 262nd Street) (Redondo Beach Drive S. – S. 283rd Street to S. 282nd Street) according to the terms of the proposal or bid made by the Principal therefore and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or, if the Principal shall in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids; then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS 3rd DAY OF May, 2022.
Lakeside Industries, Inc.

Principal
Travelers Casualty and Surety Company of America

Susan B. Larson

Surety Susan B. Larson, Attorney-in-Fact



Received return of deposit in the sum of _____

Date 4-29-2022

Signature [Signature]



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

POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

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

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

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




Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this 3rd day of May, 2022.




Kevin E. Hughes, Assistant Secretary

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

Non-collusion Affidavit

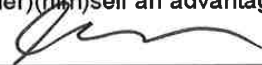
City of Des Moines

STATE OF WASHINGTON)

) ss.

County of King)

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

Signature 

Subscribed and sworn to before me this 3 day

of May, 2022


Notary Public in and for the State of Washington

KENT, WASHINGTON

Residing at



My commission expires 05-11-2023

Statement of Bidder's Qualifications

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

1. Name of bidder: Lakeside Industries Inc.
2. Business address and telephone number:
28610 Maple Valley Block Diamond RD. SE (Suite 140)
Maple Valley, WA 98038
253-631-3611
3. How many years has said bidder been engaged in the contracting business under present firm name:
19 years
4. Contracts now in hand (gross amount):
\$ 35 million
5. General character of work performed by said company:
paving, trucking, traffic control
6. List of more important projects constructed by said company, including approximate costs and dates:
City of Kent Russell Road 6-11-2019 \$880,000
city of Kent 212th preservation 6-1-2021 \$1,885,000
city of Federal way 356th st 12-1-2020 \$940,000
7. List of company's major equipment:
See Attachment #1

8. Bank references:

Wells fargo Antonio Mason 425-450-8054

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

700,227

10. Dept. of Revenue registration number:

601-106-847

Name of Bidder Lakeside Industries Inc.

By Shawn White

Title Project Manager

Date 5-3-2022

Statement of Proposed Subcontractors and Material Suppliers

Subcontractors Name, Address,
and Telephone Number

Description of Work

All city fence 206-324-3747 36 S Hudson St. Seattle, WA 98134	gate / fence
Obunco Engineering 425-451-7300 1042 James street #103 Kent, WA 98032	survey
North west Traffic Inc. 253-862-4102 622 West Valley Hwy. E. Edgewood, WA 98372	striping / signs
Ground Up Road Construction 253-891-1413 1107 140th Ave Ct. E A, Sumner, WA 98390	planing
wilson concrete construction Inc 253-863-8888 P.O. Box 275 Enumclaw, WA 98022	concrete

Material Suppliers

Material (major items only)

Lakside Industries Inc.	HMA

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date February 19, 2020, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Lakeside Industries Inc.

Bidder's Business Name



Signature of Authorized Official*

Shawn White

Printed Name

Project Manager

Title

5-3-2022

Date

Maple Valley

City

WA

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

WA

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

N/A

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

Statement of Bidder Responsibility Criteria

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

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

Contract Title: 2022 overlay program - Woodmont Drive S. (Woodmont Beach Rd S. to S. 262nd Street) and Redondo Beach Drive S. (S. 283rd Street to S. 282nd Street). City of Des Moines, WA

Bidder's Business Name: Lakeside Industries Inc.

Bidder's Name: Shawn White

Bidder's Signature: 

Bidders Title: project Manager

Date: 5-3-2022


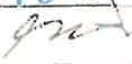
Attachment #1

EQ#	EQ Descrip	Division	EQ Catego	VIN
11070	2012 Ford	120 - Kent	TRK-PU	1FTFX1CF8CKD33261
11107	2018 Ford	120 - Kent	TRK-PU	1FTEX1C55JKE38100
11121	2020 Ford	120 - Kent	TRK-PU	1FTEX1C52LKE65533
11405	1999 Ford	120 - Kent	TRK-PU	1FTNX20F6XEA10465
11453	2008 Ford	120 - Kent	TRK-PU	1FTSW20R88EA62908
12443	2017 Ford	120 - Kent	TRK-FLAT	1FDTF4GT0HDA04763
12467	2016 Ford	120 - Kent	TRK-FLAG	1FDRF3GT8GEB86807
12468	2016 Ford	120 - Kent	TRK-FLAG	1FD8X3GT9GEB86811
12471	2018 Ford	120 - Kent	TRK-FLAG	1FD8X3GT2JEB40440
12539	2012 Ford	120 - Kent	TRK-TOOL	1FD9W4GT2CEB42429
12547	2015 Ford	120 - Kent	TRK-TOOL	1FDTF4GT0FEC81789
13032	2006 Peter	120 - Kent	TRK-DIST	2NPLHD8X56M632222
14105	1995 Sturd	120 - Kent	TLR-SMAL	1S9CA3102SL189705
17309	2006 Kettle	120 - Kent	TLR-SMAL	SGS180120
17327	2008 Olym	120 - Kent	TLR-ROLL	1C9TF20258T997123
17342	2011 Olym	120 - Kent	TLR-ROLL	1C9TF2025BT997341
17364	2016 Olym	120 - Kent	TLR-ROLL	1C9TF2029GT997351
17386	2018 Olym	120 - Kent	TLR-SMAL	1C9UF1012JT997009
17387	2018 Olym	120 - Kent	TLR-ROLL	1C9TF2028JT997008
17399	2020 Alum	120 - Kent	TLR-SMAL	1YGUS0613LB210291
18022	2015 Ford	120 - Kent	TRK-DMPSI	1FDUF4GT1FEC81787
18036	2019 Ford	120 - Kent	TRK-DMPSI	1FDUF5GTOKDA01704
20065	1998 Peter	120 - Kent	TRK-DMPO	1NPFXR0X5WD464984
20075	2007 Peter	120 - Kent	TRK-DMPO	1NPFLBOX47D662007
20201	2007 Peter	120 - Kent	TRK-DMPO	1NPFLBOX7N736766
20212	2009 Peter	120 - Kent	TRK-DMPO	1NPFL4EX39D777014
20218	2014 Peter	120 - Kent	TRK-DMPSI	1NPFLPEX6ED230830
20219	2014 Peter	120 - Kent	TRK-DMPSI	1NPFLPEX8ED230831
20220	2015 Peter	120 - Kent	TRK-DMPO	1NPFL4EX4FD275687
20256	2018 Peter	120 - Kent	TRK-DMPSI	1NPFLPEX0JD458350
20259	2019 Peter	120 - Kent	TRK-DMPO	1NPFLPEX2KD497026
20386	1995 Peter	120 - Kent	TRK-WTR	1XPFLR9X2SD355896
20410	1999 Peter	120 - Kent	TRK-WTRO	1NPFLR9X8XD510517
20418	2007 Peter	120 - Kent	TRK-DMPX	1NPFLBOX27D662006
20434	2016 Peter	120 - Kent	TRK-DMPX	1NPFL4EX1GD367826
20448	2019 Peter	120 - Kent	TRK-DMPX	1NPFLPEX9KD497024
21013	2018 Peter	120 - Kent	TRK-TCTR	1XPFLR9X0JD464624
22022	2017 TK11	120 - Kent	TLR-LOW	1TKJ05334HM044118
23033	2003 Tk T5	120 - Kent	TLR-TILT	1TKC034453M012761
23036	2004 Tkt5C	120 - Kent	TLR-TILT	1TKC028394M016020
23039	2006 Tkt5C	120 - Kent	TLR-TILT	1TKC034386M035320
23077	2018 Trailk	120 - Kent	TLR-TILT	1TKC04249JM026619
23081	2020 Trailk	120 - Kent	TLR-TILT	1TKC04249LM064984
26437	2004 Relia	120 - Kent	TLR-XFR	5REFA64854S044358
26442	2006 Relia	120 - Kent	TLR-XFR	5REFA648X6S065158
26458	2016 Colun	120 - Kent	TLR-XFR	1B9GF1735GC003124

Lakeside Industries, Inc.
AUTHORIZED SIGNATURES
-COVINGTON Division-

List the name and title of those individuals in your organization who are authorized to execute proposals, contracts, bonds and other documents and/or instruments on behalf of the organization. Specify if more than one signature is required.

Note: Signature must appear next to name.

NAME	SIGNATURE	TITLE
NICKEL, CRAIG		OPERATIONS MANAGER
WHITE, SHAUN		PROJECT MANAGER

The undersigned, being duly sworn, deposes and says that the foregoing is a true statement of facts concerning the individual, corporation, co-partnership or joint venture herein named, as of the date indicated:

LAKESIDE INDUSTRIES, INC.
(Name of Firm, be exact)


(Authorized Signature(s))

Sworn to before me this
3 day of March, 2022


Notary Public



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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Des Moines Memorial Drive (South 208th Street to South 212th Street) Pipe Project: 2022-2023 Consultant On-Call Agreement for Engineering Services

FOR AGENDA OF: May 5, 2022

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: May 12, 2022

ATTACHMENTS:

1. 2022-2023 On-Call General Civil Engineering Services, Perteet, Task Order #2022-01
2. SWM CIP Project Worksheet

CLEARANCES:

- Community Development N/A
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Public Works *Richard Rojas*

CHIEF OPERATIONS OFFICER: *[Signature]*

- Legal /s/TG
- Finance *[Signature]*
- Courts N/A
- Police N/A

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

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval for Task Order Assignment 2022-01 with Perteet Inc. (Attachment 1) that will provide design and permitting services associated with the Des Moines Memorial Drive (DMMD) South 208th Street to South 212th Street Pipe Project. The following motion will appear on the Consent Calendar:

Suggested Motion

Motion: "I move to approve Task Order Assignment 2022-01 with Perteet Inc., that will provide design and permitting services for the Des Moines Memorial Drive South 208th Street to South 212th Street Pipe Project in the amount of \$184,317.00, and authorize the City Manager to sign said Task Order Assignment substantially in the form as submitted."

Background

The DMMD South 208th Street to South 212th Street Pipe Project is a high-priority project identified in the 2015 SWM Comprehensive Plan. The ditch and culvert system along the west side of Des Moines Memorial Drive is insufficient to convey a 25-year storm that can result in pooling water within the westbound travel lane.

Discussion

The DMMD South 208th Street to South 212th Street Pipe Project proposes to install approximately 1,500 feet of new 18” storm drain pipe and 14 catch basins. This will replace existing systems of roadside ditches on the north side of DMMD within the project limits. Existing conditions include multiple conflicts with both underground and aboveground utilities that may require utility relocations and will be the highest schedule risk to the project. 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 engineering design, utility coordination, cultural resources support, and the final documents for public construction bidding. Advertisement for construction bids and construction is anticipated in 2023.

Alternatives

The City Council could elect not to approve the Task Assignment with Perteet Inc. for engineering services. The City does not have adequate resources to complete this work and this will cause project delay.

Financial Impact

The City’s CIP Budget includes revenues to achieve full project funding (Attachment 2).

Recommendation/Conclusion

Staff recommend adoption of the motion.



Attachment #1

Formal Task Assignment Document

Task Number: Perteet 2022-01

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, S 208th St to S 212th ST Pipe Project**

Project Title: **Des Moines Memorial Drive, S 208th St to S 212th ST, Stormwater Improvements design**

Maximum Amount Payable Per Task Assignment: **\$184,317.00**

Completion Date: **12/31/22**

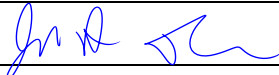
Description of Work:

The overall objective of this task is to prepare construction documents for Des Moines Memorial Drive Stormwater Improvements between S 208th St to S 212th St. The purpose of this project is to continue the stormwater improvements along Des Moines Memorial Drive and 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: 5-4-2022

Agency Approving Authority: _____ Date: _____

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

**Des Moines Memorial Drive, S 208th St to S 212th ST, Stormwater Improvements
design**

INTRODUCTION

The overall objective of this task is to prepare construction documents for Des Moines Memorial Drive Phase 2 Stormwater Improvements between S 208th St to S 212th St. The purpose of this project is to continue the stormwater improvements along Des Moines Memorial Drive and associated road edge improvements required to facilitate runoff collection.

The schedule for the project targets starting design in May 2022 and final design in December of 2022, 8 months for the phase of the project included in this scope. Construction in the summer of 2023 and 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

2022-2023 ON CALL CONTRACT – DES MOINES MEMORIAL DRIVE, S 208TH ST TO S 212TH ST,
STORMWATER IMPROVEMENTS DESIGN

Agreement with Perteet Inc.

May 4, 2022

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 May 2022 and final design in December of 2022, 8 months for the phase of the project included in this scope.
- Construction in the summer of 2023 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 2 people for 1 hour)
- Conduct a site visit (assumes 2 people for 3 hours)
- Perform a preliminary review of stormwater requirements and prepare a summary memo
- Prepare preliminary plans:
 - Alignment (2 sheets)
 - Drainage Plans and Profiles (4 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.
- 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 6 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.

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STORMWATER IMPROVEMENTS DESIGN

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May 4, 2022

Task includes:

- Address City design development comments.
- Attend (virtually) one (1) coordination meeting (assumes 2 people for 2 hours)
- 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 (2 sheets)
 - Site Prep/TESC Plans (4 sheets)
 - Site Prep/TESC Details (1 sheet)
 - Drainage/Restoration Plans and Profiles (4 sheets)
 - Standard Details and Sections (2 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.

Deliverables

- Draft TIR (PDF, delivered electronically)
- Plans (maximum 20 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)
- Landscape/restoration design will be limited to reseeding of should and ditch areas that were disturbed and shall use a Des Moines or WSDOT seed mix appropriate for roadway shoulders.

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 (2 sheets)
 - Site Prep/TESC Plans (4 sheets)
 - Site Prep/TESC Details (1 sheet)
 - Drainage/Restoration Plans and Profiles (4 sheets)
 - Standard Details and Sections (2 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 20 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 15 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 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.

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STORMWATER IMPROVEMENTS DESIGN

Agreement with Perteet Inc.

May 4, 2022

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.
- Meeting 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 \$20,000 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 are not included.
- 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.

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May 4, 2022

- 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, Phase I project documents
- 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 2020 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.

Consultant Fee Determination Summary



2707 Colby Avenue, Suite 900, Everett, WA 98201 | P 425.252.7700

Project: Des Moines Memorial Drive - Storm Improvements
Client: City of Des Moines

Hourly Costs

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal	2	\$265.00	\$530
Sr. Associate	94	\$225.00	\$21,150
Sr. Associate	16	\$225.00	\$3,600
Lead Engineer / Mgr	143	\$180.00	\$25,740
Engineer III	287	\$145.00	\$41,615
Lead Technician/Designer	114	\$135.00	\$15,390
Lead Planner/Manager	5	\$145.00	\$725
Accountant	10	\$105.00	\$1,050
Cultural Resources Specialist II	8	\$120.00	\$960
Total Hourly Costs	679		\$110,760.00

Reimbursables

<u>Expenses</u>	<u>Amount</u>
	\$
Total Expenses	0

<u>In-House Costs</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
Mileage - \$.585	200	\$0.585	\$114
Total In-House Costs			\$114.00

Subconsultants

<u>Subconsultants</u>	<u>Cost</u>	<u>Markup</u>	<u>Amount</u>
1 Alliance Geomatics, LLC	\$28,635.00	1.00	\$28,635
Applied Professional Services, Inc.	\$24,805.00	1.00	\$24,805
Total Subconsultant Costs	\$53,440.00		\$53,440.00

Other

Management Reserve	\$20,003
Total Other Costs	\$20,003.00

Contract Total **\$184,317.00**

Prepared By: Patricia A Buchanan Date: May 4, 2022

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Cost + FF (DSC) Pricing Proposal
Des Moines Memorial Drive 208th - 212 Stormwater Improvements
 2/28/2022

Project Number 21-169-1
 Project Name DMMD
 Client Perreet
 Owner Des Moines

TASK	DSC Rate	Principal Surveyor	Project Manager	QA/QC	PLS/Project	CADD 5	CADD 4	Tech 5	Tech 3	Assist PM	Admin	Total Hours	Labor Dollars
1.1. Survey PM, Admin, QA/QC	\$ 91.00	2	8	8	48.00	\$ 39.50	\$ 37.50	\$ 41.00	\$ 35.00	\$ 36.50	\$ 33.00	22	\$ 1,185.00
1.2. Survey Control		1	2		8			8	8			27	\$ 1,203.00
1.3. Field Surveying and Mapping		1	4					32	32			69	\$ 2,763.00
1.4. Utility Surveying Services		0.5	2				4	8	8			23	\$ 923.50
1.5. Office Processing		1	4			40						45	\$ 1,911.00
1.6. Right-of-Way and Boundary Resolution		2	8		24							34	\$ 1,814.00
												-	\$ -
												-	\$ -
												-	\$ -
												220	\$ 9,799.50
Total Dollars	\$ 682.50	7.5	28	8	32	\$ 1,580.00	\$ 150.00	\$ 1,968.00	\$ 1,680.00	\$ 73.00	\$ 66.00	-	\$ 9,799.50

Direct Salary Cost	\$ 9,800
Overhead Cost	\$ 10,700
Fee (*DSC)	\$ 3,136
Total Labor	\$ 23,635
ODC's (Other Direct Costs)	
Non-Invoiced (mileage; repro; etc.)	Mile/repro
Invoiced (sub-c; rental; etc.)	TBD
Contract Total	\$ 28,635

NON-INVOICED		INVOICED	
Mileage	0.585	3D Laser Scanner (2 Days)	
Materials	repro	Traffic Control	\$ 1,500.00
	computer	UG Utility Locates	\$ 3,500.00
	other	Other	\$ -
		Other	\$ -
		SUB TOTAL	\$ 5,000.00
		SUB TOTAL	\$ 5,000.00

DRAFT



28 February 2022
21-169-1

Patty Buchanan, PE, LEED AP
Perteet Inc.
patty.buchanan@perteet.com

**Re: Professional Surveying Services Proposal - DRAFT
Des Moines On-call - Des Moines Memorial Drive 208th - 212 Stormwater Improvements**

Dear Patty,

1 Alliance Geomatics, LLC (1 Alliance) is pleased to provide this proposal for professional surveying and mapping services in support of Perteet on Des Moines Memorial Drive 208th - 212 Stormwater Improvements project.

Background

Replace existing ditch system on north side of DMMD with approx. 1500 LF of 18-inch pipe and 14 catch basins.

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. Typically, survey control will be set, found, or referenced utilizing Real-Time Kinematic (RTK) GPS (GNSS) and the Washington State Reference Network (WSRN) in conformance with industry standards. This survey control is then typically propagated, as required, utilizing standard terrestrial total station measurements.

- Geodetic Survey Control (Coordinates)
 - Current WSRN coordinate system is NAD83-2011 Epoch 2010.00 Coordinates.
 - Horizontal survey work shall reference the Washington State Plane Coordinate System of 1983 as established in accordance with Chapter 58.20 RCW.
 - Vertical Datum for the survey work shall reference the NAVD88.
- NOTE that 1 Alliance will attempt to recover the Geodetic Survey Control as shown and listed on the topographic survey SV-1, sheet 12 of 13, Project South 216th St, File Name PY1792007SV-BA, Job No. 214-1792-007 (03/02), Dated February 2013.
- Cadastral Survey Control (Lines established and marked on the ground by suitable monuments, which are used as starting and closing points in surveys of the public domain of the United States.)
- Units shall be in US Survey Feet.

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

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 from EP on the southerly side of DMMD to ~ROW on the northerly side.

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

1.4. Utility Surveying Services

- Surface Observable utilities will be located as found within the surveying limits.
- Measure Downs for catch basins and storm drain manholes with pipe size, direction, and invert elevations will be obtained, if possible, at each structure. Nearest drainage structure outside the mapping limits will also be collected.
- SSMH's, if found, will located and inverts collected.
- Underground Conductible Utility Locates (by APS) and Surveying, including the SCL ductbank as found by the underground utility locate firm (APS).
- 15 Pothole locations as directed by the engineer.
- Traffic Control is anticipated for six (5) SDMH's and for one (1) SSMH.
- Water MH will NOT be opened.

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 and Boundary Resolution

- Title Report Review, research, prelim calculations.
- Right-of-Way along the northerly side of 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 will NOT be required for this effort.
4. Permits will not be required for 1 Alliance's efforts.
5. Title Reports with underlying documents for the affected Parcels to be provided by others.
6. A Record of Survey/setting of property corners is not a part of these services.
7. Tree driplines are not a part of these services.
8. Boundary/Record of survey is NOT a part of these tasks.
9. Wetland flags are NOT a part of these tasks.
10. Trees greater than 6" DBH will be located as a part of these tasks.

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

\$28,635

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

Sincerely,
1 Alliance Geomatics, LLC

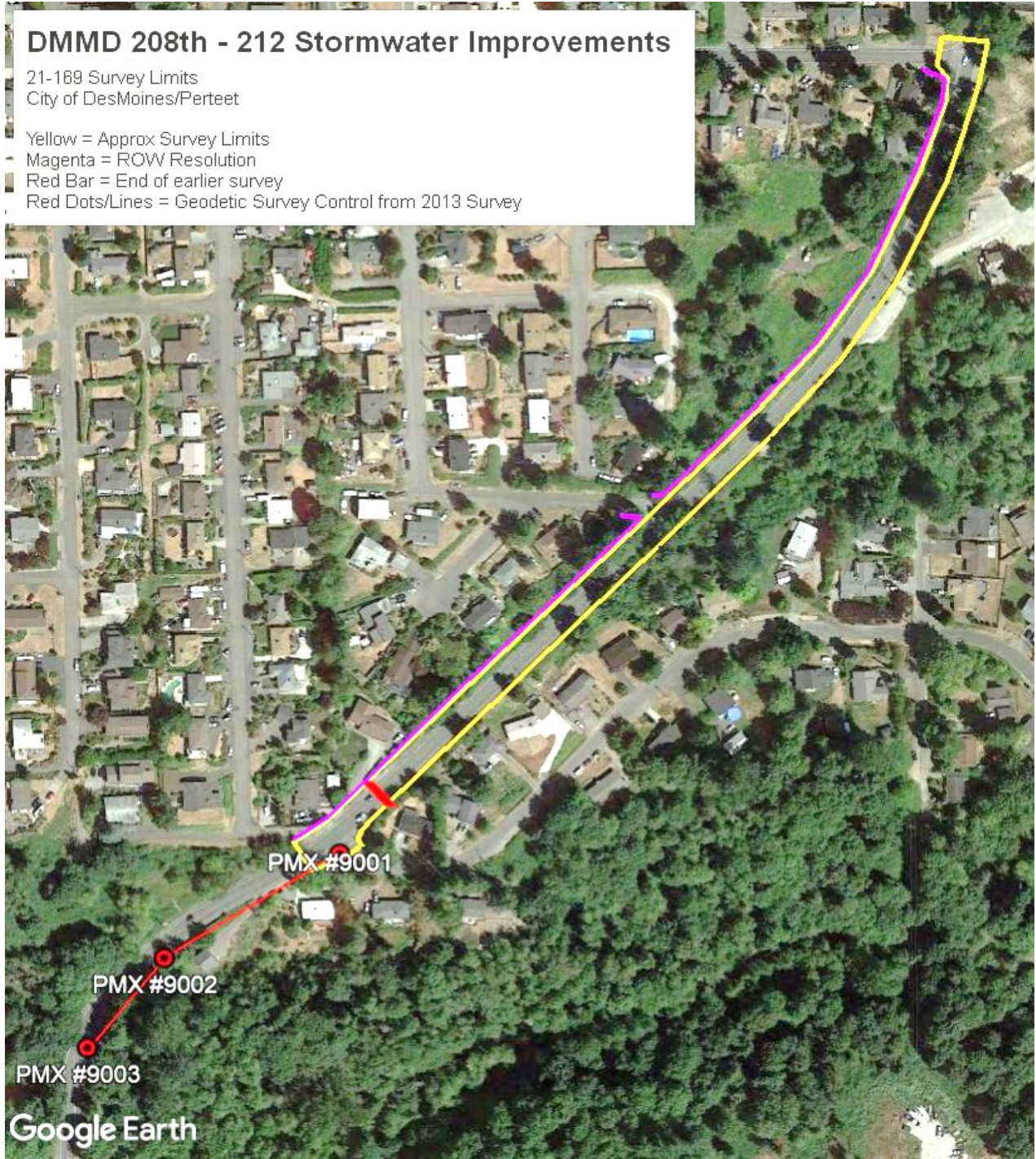
Brian S. Blevins, PLS
Principal/Vice President
(425) 628-0644

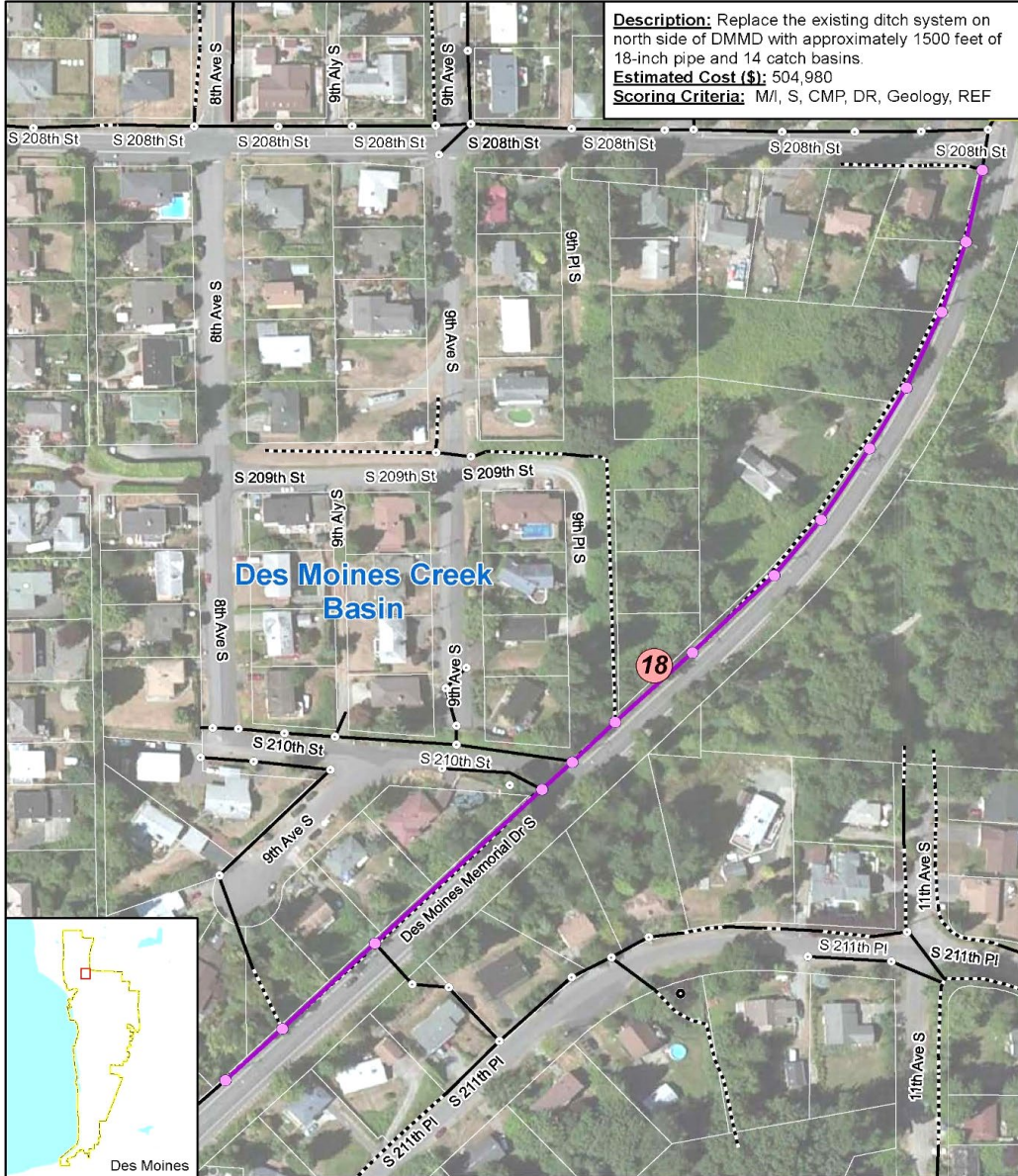
Exhibit A – Survey Limits

DMMD 208th - 212 Stormwater Improvements

21-169 Survey Limits
City of DesMoines/Perreet

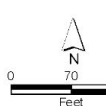
- Yellow = Approx Survey Limits
- Magenta = ROW Resolution
- Red Bar = End of earlier survey
- Red Dots/Lines = Geodetic Survey Control from 2013 Survey





Parametrix

1 Alliance Geomatics, LLC



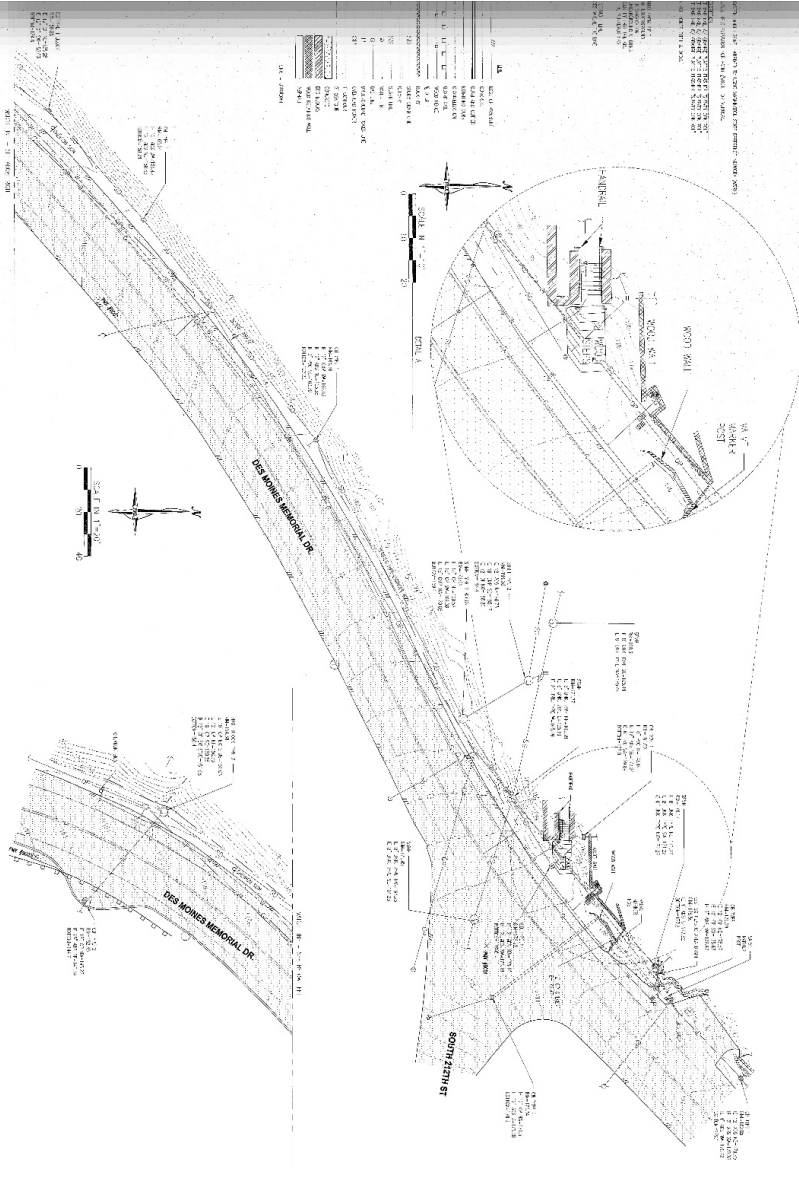
- | | | |
|---------------------|----------------------------|------------------|
| ● Discharge Point | ● Capital Project and Rank | — Streams |
| ● Control Structure | ● High | — 100 Year Flood |
| ○ Catchment | ● Medium | □ Drainage Basin |
| ■ WQ Facility | ● Low | □ City Limits |
| --- Open Channel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

Capital Project 18.
 Des Moines Memorial Drive - S. 208th to S. 212th Pipe Project

City of Des Moines
 Surface Water Comprehensive Plan

SPECIAL PAGE 2
 DATE: 11/20/18
 DRAWN BY: J. [Signature]
 CHECKED BY: [Signature]
 PROJECT NO: 18-001
 SHEET NO: SV-1
 CITY OF DES MOINES
 DES MOINES MEMORIAL DRIVE /
 SOUTH 218TH ST SURVEY
 CITY OF DES MOINES, IOWA COUNTY, WASHINGTON
 TOPOGRAPHIC SURVEY
 SV-1

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.





Applied Professional Services, INC.

March 4, 2022

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 **(15)** 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)	\$ 315.00	30	\$ 9,450.00
PROJECT COORDINATION	\$ 100.00	12	\$ 1,200.00
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%)	\$ 185.00	30	\$ 6,105.00
POLICE FLAGGING (plus 10%)	\$ 135.00	30	\$ 4,455.00
PERMIT FEES (plus 10%)	\$ 650.00	1	\$ 715.00
TOTAL PROJECT ESTIMATE			\$ 24,805.00

Project Site Address

- Des Moines Memorial Dr & S 208th St. Des Moines, WA

Contact Information:

CLIENT :

Perteet

Patty Buchanan, PE, LEED AP

505 5th Ave #300

Seattle, WA 98104

(206) 399-7462

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: _____

DMMD 208th to 212th Pipe Project

Project #

451.842

Munis #

SWCIP0015

TOTAL PROJECT SCOPE				
<i>Expenditure Categories</i>	<i>Adopted Current CIP Budget</i>	<i>CIP Supplemental Request</i>	<i>Revised CIP Budget Estimate</i>	
<i>Design</i>				
Total Design	245,000	-	245,000	
<i>Prop/ROW/Easements</i>				
Total Prop/ROW/Easements	-	-	-	
<i>Construction</i>				
Total Construction	704,000	-	704,000	
<i>Project Contingency</i>				
Total Project Expenditures	207,000	-	207,000	
	1,156,000	-	1,156,000	

Annual Allocations						
<i>Actuals to Date 12/31/20</i>	<i>Project Year to Date 12/31/2021</i>	<i>Project Life to Date 12/31/2021</i>	<i>Plan Year 2021</i>	<i>Plan Year 2022</i>	<i>Plan Year 2023</i>	<i>Plan Year 2024</i>
-	-	-	-	245,000	-	-
-	-	-	-	-	-	-
-	-	-	-	-	704,000	-
-	-	-	-	51,000	156,000	-
-	-	-	-	296,000	860,000	-

<i>Funding Sources</i>	<i>Adopted Current CIP Budget</i>	<i>CIP Supplemental Request</i>	<i>Revised CIP Budget Estimate</i>
Surface Water Utility	1,156,000	-	1,156,000
Total Project Funding	1,156,000	-	1,156,000

<i>Project to Date 12/31/20</i>	<i>Project Year to Date 12/31/2021</i>	<i>Project to Date 12/31/2021</i>	<i>Scheduled Year 2021</i>	<i>Scheduled Year 2022</i>	<i>Scheduled Year 2023</i>	<i>Scheduled Year 2024</i>
-	-	-	-	296,000	860,000	-
-	-	-	-	296,000	860,000	-

Cash on Hand

0 0 0 0

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: North Fork McSorley Creek Diversion Project – Public Works Construction Contract Award and 2022-2023 On-Call Consultant Agreements for Construction Administration & Inspection Services

FOR AGENDA OF: May 12, 2022

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: May 5, 2022

ATTACHMENTS:

1. Public Works Construction Contract
2. KBA, Inc. 2022-2023 On-Call General Civil Engineering Services, Task Assignment 2022-01
3. Parametrix Inc. 2022-2023 On-Call General Civil Engineering Services, Task Assignment 2022-04
4. Bid Proposal (Responsive Low Bid)
5. SWM CIP Project Worksheet

CLEARANCES:

- Community Development N/A
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Public Works Shawn Hayes

CHIEF OPERATIONS OFFICER: D. J. [Signature]

- Legal /s/ TG
- Finance Bob Kane Weir
- Courts N/A
- Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval for the Public Works Contract (Attachment 1) with Reed Trucking & Excavating, Inc., the 2022-2023 On-Call General Civil Engineering Services Task Assignment 2022-01 with KBA, Inc. (Attachment 2) to provide Construction Administration and Inspection Services, and the 2022-2023 On-Call General Civil Engineering Services Task Assignment 2022-04 with Parametrix Inc. (Attachment 3) to provide Engineer of Record Services. The following motions will appear on the Consent Calendar:

Suggested Motions

Motion 1: “I move to approve the Public Works Contract with Reed Trucking & Excavating, Inc. for the North Fork McSorley Creek Diversion Project, in the amount of \$630,324.70, authorize a project construction contingency in the amount of \$63,000.00, and further authorize the City Manager to sign said Contract substantially in the form as submitted.”

Motion 2: “I move to approve the 2022-2023 On-Call General Civil Engineering Services Task Assignment 2022-01 with KBA, Inc. to provide construction administration and inspection services for the North Fork McSorley Creek Diversion Project in the amount of \$98,081.00, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.”

Motion 3: “I move to approve the 2022-2023 On-Call General Civil Engineering Services Task Assignment 2022-04 with Parametrix, Inc. to provide Engineer of Record services for the North Fork McSorley Creek Diversion Project in the amount of \$22,955.98, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.”

Background

The North Fork McSorley Creek Diversion Project is listed in the 2015 Surface Water Comprehensive Plan as one of nineteen priority projects. The project scored as the third highest Citywide project based on maintenance demand, safety, existing conditions, strategic funding partnerships, and public education and involvement. It is the stated goal of the amended 2015 Surface Water Comprehensive Plan to fund and complete all high ranking projects by 2029.

The North Fork McSorley Creek Diversion Project will construct a diversion structure on the west end of the North Fork McSorley Creek culvert at 20th Ave S, between S 244th Place and S 245th Place. From this diversion structure, a 24-inch high flow bypass pipeline will be installed along 20th Ave S and S 245th Place, where it will discharge back into McSorley Creek west of the S 245th Place cul-de-sac.

During major storms, the the banks of McSorley Creek exceed capacity and high flows impact the adjacent backyards of properties located on the north side of S 245th Place. This project is needed to help reduce seasonal flooding of these nearby properties and to reduce the need for future dredging maintenance of the creek.

At the March 14, 2019 City Council meeting, the City Council approved a task assignment with Parametrix for design and permitting of the North Fork McSorley Creek Diversion Project under the 2018-2019 On-Call General Civil Engineering Services Contract. After design completion, a solicitation for Bids was published on April 14th, 2022 and a public Bid Opening was held on April 28, 2022.

Discussion

Construction Contract (Motion #1)

The North Fork McSorley Creek Diversion Project was advertised for public bids in accordance with state law, WSDOT LAG Manual, and requirements for competitive bidding of public works contracts. Bid proposals from eight contractors were received. Bids were publicly opened and read on April 28th, 2022 by the City Clerk and are summarized below.

BID RESULTS

<u>Engineer’s Estimate (including tax)</u>	<u>\$672,317.94</u>
<u>Contractor Name</u>	<u>Bid Proposal</u>
Reed Trucking & Excavating	\$630,324.70 (Responsive Low Bid)
Rodarte Construction	\$682,741.11
Scarsella Bros	\$710,734.01
Active Construction	\$734,734.01

Northwest Cascade	\$792,281.80
R.W. Scott Construction	\$799,998.71
Reign City Services	\$859,907.21
Talakai Construction	\$875,065.99

Reed Trucking and Excavating, Inc. is the Responsive Low Bidder (Attachment 4). The bid tabulation and contractor qualifications have been reviewed and staff finds that the low bid is responsive and recommends award of the contract to Reed Trucking and Excavating, Inc.

Construction Administration and Inspection Services Task Assignment (Motion #2):

Engineering consultants are needed in order to supplement and expand the capability of City staff for Construction Administration and Inspection for the Project. These services are proposed to be provided by KBA Inc. (Attachment 2). The scope of work for KBA includes the following services: preconstruction coordination, documentation and project control, construction inspection, and material testing.

Construction Engineering Task Assignment (Motion #3):

Engineering consultants are needed in order to supplement and expand the capability of City staff for Engineer of Record Services for the Project. These services are proposed to be provided by Parametrix Inc. (Attachment 3). Parametrix will be able to maintain valuable overall project history and consistency with the previous phases of work. The scope of work for Parametrix includes the following services: design clarifications, schedule review, material submittal review, change order review, and response to information requests.

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

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

Alternatives

Motion #1 – Reject All bids

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

Motion #2 – Not Approve On-Call Task Assignment with KBA

The City Council could elect not to approve the Task Assignment with KBA Inc. for Construction Administration and Inspection Services. The City does not have adequate resources to perform complete Construction Administration and Inspection in compliance with the general project requirements or the

WSDOT LAG Manual. Council could direct staff to solicit for proposals, but this will cause project delay and potential need to re-bid the project in 2023 due to current project permits.

Motion #3 – Not Approve On-Call Task Assignment with Parametrix

The City Council could elect not to approve the Task Assignment with Parametrix Inc. for Engineer of Record Services. The City does not have adequate resources to perform Engineer of Record Services in compliance with the general project requirements or the WSDOT LAG Manual. Council could direct staff to solicit for proposals, but this will cause project delay and potential need to re-bid the project in 2023 due to current project permits.

Financial Impact

The City's CIP Budget includes revenues to achieve full project funding (Attachment 5).

Recommendation/Conclusion

Staff recommends adoption of the motion(s).



PUBLIC WORKS CONTRACT
between City of Des Moines and
Reed Trucking & Excavating, Inc.

THIS CONTRACT is made and entered into this day of May, 2022, by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Reed Trucking & Excavating, Inc. organized under the laws of the State of Washington, located and doing business at 2207 Inter Ave Suite A, Puyallup, WA 98372, 253-481-4837, and Shawn Reed. (hereinafter the "Contractor").

CONTRACT

The parties agree as follows:

I. DESCRIPTION OF WORK.

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

This Project consists of approximately 1,100 linear feet of storm sewer pipe and catch basins of various material types and diameters. The Project will also include replacing hot mix asphalt pavement, new cement concrete rolled curb and gutter, new cement concrete sidewalk, and other work.

Exhibit A: Contract Documents; Special Provisions, and Appendices.

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

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

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

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

- (i) the Standard Specifications of the Washington State Department of Transportation (WSDOT) (current edition);
- (ii) the American Public Works Association (APWA) (current edition);
- (iii) the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways (current edition);
- (iv) the Standard Plans for Road, Bridge and Municipal Construction (as prepared by the WSDOT/APWA current edition);
- (v) the American Water Works Association Standard (AWWA) (current edition), and;
- (vi) shall perform any changes in the work in accord with the Contract Documents.

d. Any inconsistency in the parts of the Contract and the documents referenced in section I c above shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Terms and provisions of the Contract
2. Addenda,
3. Proposal Form,
4. Special Provisions, including APWA General Special Provisions, if they are included,
5. Contract Plans,
6. Amendments to the Standard Specifications,
7. WSDOT Standard Specifications for Road, Bridge and Municipal Construction,
8. Contracting Agency's Standard Plans (if any), and
9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

II. TIME OF COMPLETION. The parties agree that work on the tasks described in Section I above and more specifically detailed in Exhibit A attached hereto will begin immediately upon execution of this Contract. Upon the effective date of this Contract, the Contractor shall complete the work described in Section I within [40] working days. If said work is not completed within the time specified, the Contractor agrees to pay the City the sum specified in Section VI - Liquidated Damages of this contract.

III. COMPENSATION. The City shall pay the Contractor a total amount not to exceed \$630,324.70 (including 10.1% Sales Tax), for the work and services contemplated in this Contract. If the work and services to be performed as specified in Exhibit A "Scope and Schedule of Work" is for street, place, road, highway, etc. as defined in WAC 458-20-171, then the applicable Washington State Retail Sales Tax on this contract shall be

governed by WAC 458-20-171 and its related rules for the work contemplated in this Contract. The Contractor shall invoice the City monthly. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The Contractor will submit requests for Progress payments on a monthly basis and the City will make progress payment within 45 days after receipt of the Contractor's request until the work is complete and accepted by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

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

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

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

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

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

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

VI. Liquidated Damages. This section of the Contract shall apply only in the event of a delay in the completion of the work within the timeframe specified in the Contract. This being a Public Works project performed for the benefit of the public, and there being a need for the completion of the project in the time specified in the Contract, City and Contractor agree that damages for delay in the performance or completion of the work are

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

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

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

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

City and Contractor agree that for each day beyond the completion date specified in the Contract that the project is not completed, the sum of **\$2,363.72** shall be deducted from the amount to be paid Contractor and shall be retained by City as damages.

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

VII. PREVAILING WAGES. Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work and an Affidavit of prevailing wages paid after completion of the work. The Statement of Intent to Pay Prevailing Wages," shall include Contractor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The

latest prevailing wage rate revision issued by the Department of Labor and Industries must be submitted to the City by Contractor. It shall be the responsibility of Contractor to require all subcontractors to comply with Chapter 39.12 RCW and this section of the Contract.

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

IX. Compliance with Wage, Hour, Safety, and Health Laws. The Contractor shall comply with the rules and regulations of the Fair Labor Standards Act, 29 U.S.C. 201 et seq, the Occupational Safety and Health Act of 1970, 29 U.S.C. 651, et seq, the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, and any other state or federal laws applicable to wage, hours, safety, or health standards.

X. Days and Time of Work. Unless otherwise approved by the City, the working hours for this project will be limited to the following hours:

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

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

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

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

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

XII. CHANGES. The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Contract, section XXII(C), within seven (7) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The

Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section XIII, Claims, below.

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

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

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

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

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
1. The date of the Contractor's claim;
 2. The nature and circumstances that caused the claim;
 3. The provisions in this Contract that support the claim;
 4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
 5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

- B. Records. The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

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

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

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

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

XVI. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any sub-contract, the Contractor, its sub-contractors, or any person acting on behalf of the Contractor or sub-contractor shall not, by reason of race, religion,

color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

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

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

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

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

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

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

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed

operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

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

C. Other Insurance Provisions

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Subcontractors

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

E. Notice of Cancellation

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

F. Failure to Maintain Insurance

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

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

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

In the event that the Compensation called for in Section III of this Contract is less than **\$35,000.00**, which sum shall be determined after the addition of applicable Washington State sales tax, the Contractor may, prior to the execution to this contract and in lieu of the above mentioned bond, elect to have the City retain 50% of the contract amount for a period of either thirty (30) days after final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

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

XXII. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

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

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

D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives

its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

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

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

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

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

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

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

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

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

<p>CONTRACTOR:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Its _____ <i>(Title)</i></p> <p>DATE: _____</p>	<p>CITY OF DES MOINES:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: <u>Michael Matthias</u> Its <u>City Manager</u> <i>(Title)</i></p> <p>DATE: _____</p> <p style="text-align: right;">Approved as to Form:</p> <p style="text-align: right;">_____ City Attorney</p> <p style="text-align: right;">DATE: _____</p>
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<p>NOTICES TO BE SENT TO:</p> <p>CONTRACTOR:</p> <p>Shawn Reed Reed Trucking & Excavating, Inc. 2207 Inter Ave Suite A Puyallup, WA 98372</p> <p>253-841-4837 (telephone) 253-841-4816 (facsimile)</p>	<p>NOTICES TO BE SENT TO:</p> <p>CITY OF DES MOINES:</p> <p>Tyler Beekley, P.E. City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 206-870-6869 (telephone) 206-870-6596 (facsimile)</p>
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Formal Task Assignment Document

Task Number KBA 2022-01

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

Location of Project: 20th Ave S. and S. 245th Pl

Project Title: CP 30 North Fork McSorley Creek Diversion Project

Maximum Amount Payable Per Task Assignment: \$98,081

Completion Date: 12/31/2022

Description of Work:
(Note attachments and give brief description)

KBA, Inc. (Consultant) will provide Construction Management (CM) services to The City of Des Moines (Client) through the **2022-2023 Professional Services On Call** for the project known as **CIP 30 North Fork McSorley Creek Diversion Project (Project)**. These services will include consultation, contract administration, field inspection, documentation, and material testing, as required during the construction of the Project.

Attached are the Scope and budget estimates.

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: Mark R. Fuglewand Date: 5/02/2022

Agency Approving Authority: _____ Date: _____

EXHIBIT A
SCOPE OF SERVICES
Construction Management Services
for
CIP 30 North Fork McSorley Creek Diversion Project

KBA, Inc. (Consultant) will provide Construction Management (CM) services to The City of Des Moines (Client) through the **2022-2023 Professional Services On Call** for the project known as **CIP 30 North Fork McSorley Creek Diversion Project (Project)**. These services will include consultation, contract administration, field inspection, documentation, and material testing, as required during the construction of the Project, as detailed below.

Project Description: The proposed improvements include constructing a bypass system for the North Fork of the McSorley Creek. Work includes installing approximately 1,100 LF of 36" pipe, multiple drainage structures, quarry spall armored outfall, and necessary pavement and property restorations. Work will be performed in accordance with the Contract Plans, Des Moines Special Provisions, and WSDOT Standard Specifications. The Designer of Record on this project is Parametrix.

I. CONSTRUCTION MANAGEMENT SERVICES

A. Consultant Contract Management. Provide overall day-to-day management of the consultant contract and staff, including:

1. Decide on best modes and frequency of communication with Client. Coordinate with Client on a regular basis to discuss Project issues and status.
2. Manage Consultant Team comprised of Consultant's staff, subconsultants, and vendors.
3. Review monthly expenditures and Consultant Team scope activities. Prepare and submit to Client monthly, an invoice and progress report describing CM services provided that month.

Deliverables

- Monthly invoices and progress reports

B. Preconstruction Services

1. Review Contract Documents to familiarize team with Project requirements.
2. Assist Client with organizing and leading the preconstruction conference:
 - a. Client will prepare and distribute notices.
 - b. Consultant will prepare agenda.
 - c. Consultant will conduct the meeting.
 - d. Consultant will prepare and distribute meeting notes to attendees and affected agencies.
3. Consultant will provide one set of preconstruction photographs.

Deliverables

- Preconstruction Conference Notes
- Preconstruction photos, digital files on electronic storage medium

C. Construction Phase Services – Contract Administration

1. Liaison with the Client, construction contractor, Designer, appropriate agencies, property owners, and utilities.

2. In concurrence with Progress Estimates, provide the Client with brief construction progress reports, highlighting progress and advising of issues that are likely to impact cost, schedule, or quality/scope.
3. Schedule Review:
 - a. Review of construction contractor's schedules for compliance with Contract Documents.
 - b. Monitor construction contractor's conformance to the baseline schedule. Require revised schedules when needed. Advise Client of schedule changes.
4. Progress Meetings. Lead regular (usually weekly) progress meetings with the Client and construction contractor. Prepare weekly meeting notes and distribute copies to attendees. Track outstanding issues on a weekly basis.
5. Manage submittal process. Track and review, or cause to be reviewed by other appropriate party, work plans, shop drawings, samples, test reports, and other data submitted by the construction contractor, for general conformance to the Contract Documents.
6. Prepare Weekly Statement of Working Days and distribute to the Client and Contractor.
7. Manage Request for Information (RFI) process. Track and review/evaluate, or cause to be reviewed/evaluated by other appropriate party, RFIs. Manage responses to RFIs.
8. Assist Client with Change Management. Evaluate entitlement, and prepare scope, impact, and independent estimate for change orders. Facilitate resolution of change orders.
9. Monthly Pay Requests. Prepare monthly requests for payment and/or review payment requests submitted by the construction contractor. Review with Agency and construction contractor, and recommend approval, as appropriate.
10. Evaluate construction contractor's Schedule of Values for lump sum items. Review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents.
11. Notify Client and construction contractor of work performed found to be in noncompliance with the contract plans and specifications.
12. Assist Client in the investigation of deficiencies or failures during construction.
13. Public Information. Provide information for Client to prepare media communications and public notices on Project status. Provide information for Agency's inclusion into a Project website and/or newsletters, if requested.
14. Record Drawings. Review the construction contractor's redline set of contract plans.
15. Document Control. Establish and maintain document filing and tracking systems, following Client guidelines. Collect, organize, and prepare documentation on the Project.
 - a. Electronic documentation will be stored in a Project Website, using SharePoint software, managed and hosted by the Consultant. The Client will be provided with licenses for their and the construction contractor's use of the SharePoint website during the Project. If requested, Consultant will provide one training session.
 - b. The Project SharePoint site will transition to "read-only" access upon transfer of final records or expiration of agreement, whichever comes first. Access to SharePoint will be make available for 7 years after final records transfer or expiration of agreement.
16. Project Closeout. Assist Agency to prepare Substantial (including punch list), Physical, and Final Completion Letters for Agency approval and signature. Prepare final pay estimate for Agency approval and processing.
17. Final Records. Compile and convey final Project records, transferring to the Client for archiving at final acceptance of the Project. Records will consist of electronic records on electronic storage medium.

Deliverables

- Initial Schedule Review Comments
- Meeting Agendas and Notes
- Submittal Log
- RFI Log
- Change Order(s) Documentation, as requested by Client
- Progress Pay Requests
- Assistance with Substantial, Physical, and Final Completion Letters
- Final records –electronic

D. Construction Phase Services – Field

1. Observe the technical conduct of the construction, including providing day-to-day contact with the construction contractor, Client, utilities, and other stakeholders, and monitor for adherence to the Contract Documents. The Consultant's personnel will act in accordance with Sections 1-05.1 and 1-05.2 of the WSDOT/APWA Standard Specifications.
2. Inspect material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes. Notify the Client of any non-conforming work observed during site visits.
3. Prepare Inspector Daily Reports (IDRs), recording the construction contractor's operations as actually observed by the Consultant; includes quantities of work placed that day, contractor's equipment and crews, and other pertinent information.
4. Interpret Construction Contract Documents, in coordination with Client's Project Team.
5. Evaluate issues which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.
6. Establish communications with adjacent property owners. Respond to questions from property owners and the general public.
7. Coordinate with permit holders on the Project to monitor compliance with approved permits, if applicable.
8. Prepare Field Note Records, Daily Records of Force Account Worked, and other documents to help facilitate administration of the Project.
9. Attend and actively participate in regular on-site meetings.
10. Take periodic digital photographs during the course of construction.
11. Punch List. Upon substantial completion of work, coordinate with the Client and affected agencies, to prepare a 'punch list' of items to be completed or corrected. Coordinate final inspection with those agencies.
12. Testing. Cause to be conducted, materials and laboratory tests. Coordinate the work of the Field Representative(s) and testing laboratory in the observation and testing of materials used in the construction; document and evaluate results of testing; and inform Client and construction contractor of deficiencies. Testing frequency will be in accordance with the WSDOT LAG Manual and WSDOT Construction Manual.

Deliverables

- IDRs with Project photos – submitted on a weekly basis
- Field Note Records
- Daily Records of Force Account Worked
- Punch List(s)
- Test reports

E. Assumptions

1. Budget:
 - a. Staffing levels are anticipated in accordance with the attached budget estimate. Consultant services are budgeted for approximately 3.5 months, from May 15, 2022 through August 31, 2022. This is intended to span the originally planned construction duration of 40 contractor working days, plus time allotted for Project setup and closeout. Overtime has been figured into the budget at 9 hour days for the inspector, as shown in the estimate Exhibit. No night-shift work was included.
 - b. Consultant will work up to the limitations of the authorized budget. If additional budget is needed to cover such instances as the following, Agency and Consultant will negotiate a supplement to this Agreement:
 - i. The contractor's schedule requires inspection coverage of extra crews and shifts.
 - ii. The construction contract runs longer than the time period detailed above.
 - iii. Any added scope tasks.
 - c. The work is anticipated to be performed during daytime hours. Should night work be necessary, a 15 percent differential for labor will be applied to all night shift hours worked by Consultant's staff.
 - d. The budget allocations shown in Exhibit D, are itemized to aid in Project tracking purposes only. The budget may be transferred between people, or between labor and expenses, provided the total contracted amount is not exceeded without prior authorization.
 - e. The budget assumes that Consultant's standard forms, logs, and processes will be used on the Project SharePoint site. Any customization to meet specialized Agency requirements will be Extra Work.
 - f. Should consultant's level of effort extend beyond the time period detailed in the attached Exhibit and into a new year, labor rates will adjust annually on January 1, with 30 day written notice to the Client.
2. Items and Services Client will provide:
 - a. Meeting arrangements and facilities for pre-bid and preconstruction meetings. Prepare and distribute meeting notes from pre-bid meeting(s), if any.
 - i. Desk and Internet access for Inspector/RE use at City offices.
 - b. Retain Engineer of Record for shop drawing review, RFIs, design changes, and final record drawings.
 - c. Coordination with and enforcement of utility franchise agreements and/or contracts and schedules for services related to this Project.
 - d. Verify that the required permits, bonds, and insurance have been obtained and submitted by the construction contractor. Obtain all permits not required to be provided by construction contractor.
 - e. Construction Survey. Provide project control survey and staking that is not already assigned to the construction contractor.
3. Scope:
 - a. The SharePoint tool being used on this Project is proprietary to the Consultant (KBA, Inc.), and may not be used by any other party or on any other project without the written permission and involvement of KBA, Inc.
 - b. Consultant will provide inspection services for the days/hours that its' Inspector(s) personnel is/are on-site. The Inspector(s) will not be able to observe or report construction activities, or collect documentation, during the time they are not on-site.

- c. The Consultant's monitoring of the construction contractor's activities is to ascertain whether or not contractor is performing the work in accordance with the Contract Documents; in case of noncompliance, Consultant will assist the Client in rejection of non-conforming work and pursue the other remedies in the interests of the Client, as detailed in the Contract Documents. The Consultant cannot guarantee the construction contractor's performance, and it is understood that Consultant shall assume no responsibility for proper construction means, methods, techniques, Project site safety, safety precautions or programs, or for the failure of any other entity to perform its work in accordance with laws, contracts, regulations, or Client expectations.
- d. Definitions and Roles. The use of the term "inspect" in relation to Consultant services is synonymous with "construction observation, and reference to the "Inspector" role is synonymous with "Field Representative," and means: performing on-site observations of the progress and quality of the work and determining, in general, if the work is being performed in conformance with the Contract Documents; and notifying the Agency if work does not conform to the Contract Documents or requires special inspection or testing. Where "Specialty Inspector" or "specialty inspection" is used, it refers to inspection by a Building Official or independent agent of the Building Official, or other licensed/certified inspector who provides a certified inspection report in accordance with an established standard.
- e. Because of the prior use of the Project site, there is a possibility of the presence of toxic or hazardous materials. Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of toxic or hazardous materials, or for exposure of persons to toxic or hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic substances. If the Consultant suspects the presence of hazardous materials, they will notify the Client immediately for resolution.
- f. Review of Shop Drawings, samples, and other submittals will be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review will not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.
- g. Any opinions of probable construction cost provided by the Consultant will be on the basis of experience and professional judgment. However, since Consultant has no control over competitive bidding or market conditions, the Consultant cannot and does not warrant that bids or ultimate construction costs will not vary from these opinions of probable construction costs.
- h. Quantity takeoffs and calculated quantities are for the purpose of comparing with Designer's and/or bidders' quantities, and are not a guarantee of final quantities.
- i. Development of construction schedules, and/or sequencing, and/or reviewing and commenting on contractor's schedules, is for the purpose of estimating number of days to complete a project, for identifying potential schedule and coordination challenges and determining compliance with the construction contract. It is not a guarantee that a construction contractor will complete the Project in that sequence or timeline, as means and methods are the responsibility of the construction contractor.
- j. Consultant is not responsible for any costs, claims or judgments arising from or in any way connected with errors, omissions, conflicts or ambiguities in the Contract Documents prepared by others. The Consultant does not have responsibility for the professional quality or technical adequacy or accuracy of the design plans or specifications, nor for their timely completion by others.
- k. RCW 4.24.115 is applicable to Consultant's services provided under this Agreement.

- I. Consultant's insurance carrier provides coverage on ISO equivalent endorsement forms.
- m. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, in the same geographical area and time period.
- n. Nothing in the Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other. Consultant makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with Consultant's services.
- o. Client agrees that Consultant will not be held liable for the completeness, correctness, readability, or compatibility of any electronic media submitted to Client, after an acceptance period of 30 days after delivery of the electronic files, because data stored on electronic media can deteriorate undetected or can be modified without Consultant's knowledge.
- p. Consultant will not be liable for any damage to the field office premises or utilities provided by Agency, unless caused by Consultant's own negligence.

II. OPTIONAL SERVICES

All services not detailed above, are considered Optional Services, which, along with any other Extra Work requested by the Agency, will be performed only when a mutually negotiated Supplement to this Agreement is executed, specifying scope of services and budget.



**North Fork McSorley
Creek Bypass Project**

City of Des Moines

KBA Job No.

Cost + Net fee (on DSC Only)

Prepared On: 2/19/2022

Prepared by: Cameron Bloomer

Annual Escalation on DSC 5%

DETERMINATION OF HOURS		ORIGINAL AGREEMENT		
MONTH		MAY 2022	JUN 2022	AUG 2022
Days/Mo		21	22	20
Hr/Mo		168	176	160
Extra Work		12%	12%	12%
Adj Hr/Mo		188	197	179
SCHEDULE		RECONSTRUCTION		
05.25.2022 to 8.5.2022		CONSTRUCTION - 40 WORKDAYS		
Preconstruction = 5 Days		CONSTRUCTION - 40 WORKDAYS		
Contractor Working Days = 40 Days		CONSTRUCTION - 40 WORKDAYS		
Closeout = 7 Days		CLOSEOUT		

ESTIMATE OF COSTS

CONFIDENTIAL & PROPRIETARY TO KBA, INC.

KBA Hours		2022 Rate	Total Hours	Original Agreement Total	MAY 2022	JUN 2022	JUL 2022	AUG 2022
H	Mark Fuglebrand M3 Manager III	\$81.40	8	8	2	2	2	2
H	Connie Tomlinson A5 Administrator V	\$47.00	13	13	3	3	3	4
F	Inspector T3 T3 Technical Representative III	\$40.00	455	455	40	197	178	40
F	Cameron Bloomer ES Engineer / Professional V	\$61.88	160	160	40	40	40	40
Subtotal - KBA Labor Hours			636	636	85	242	223	86

Project Expenses

Task	Total Costs	Original Agreement Total	MAY 2022	JUN 2022	JUL 2022	AUG 2022
Vehicle (Monthly)	\$ 2,206	2,206		1,103	1,103	
Vehicle (Hourly)	\$ 1,655	1,655	552	276	276	552
Misc	\$ 250	250	250			
Subtotal - Direct Expenses	4,111	4,111	802	1,379	1,379	552

Subconsultants

Task	Total Costs	Original Agreement Total	MAY 2022	JUN 2022	JUL 2022	AUG 2022
HWA Geosciences Sub1 Materials Testing	\$ 12,701	12,701		6,500	6,201	
Subtotal - Subconsultant Costs	12,701	12,701		6,500	6,201	

Combined Costs

Task	2022 Rate	Total DSC	Original Agreement Total	MAY 2022	JUN 2022	JUL 2022	AUG 2022
H Mark Fuglebrand M3 Manager III	\$81.40	651	651	163	163	163	163
H Connie Tomlinson A5 Administrator V	\$47.00	611	611	141	141	141	188
F Inspector T3 T3 Technical Representative III	\$40.00	18,200	18,200	1,600	7,880	7,120	1,600
F Cameron Bloomer ES Engineer / Professional V	\$61.88	9,901	9,901	2,475	2,475	2,475	2,475
Direct Salary Costs	2022	29,363	29,363	4,379	10,659	9,899	4,426
Overhead (Home) @ 155.78%		1,966	1,966	473	473	473	546
Overhead (Field) @ 146.37%		4,131	4,131	595	15,157	14,044	5,965
Subtotal Overhead	2022	43,097	43,097	6,438	15,630	14,518	6,511
Fee on DSC 30.00%		8,809	8,809	1,314	3,198	2,970	1,328
Subtotal (DSC + OH + Fee)		81,269	81,269	12,131	29,487	27,386	12,265
Direct Expenses (No Markup)		4,111	4,111	802	1,379	1,379	552
Subconsultants		12,701	12,701		6,500	6,201	
TOTAL ESTIMATE OF COST		98,081	98,081	12,932	37,366	34,966	12,817

HWA Ref: 2022-064
 Date: 4-Apr-22
 Prepared By: BS/BKH



Project Cost Estimate
 Inspection & Testing
 North Fork McSorley Creek Diversion Project
 Des Moines, Washington
 Prepared For: Cameron Bloomer P.E., KBA Inc.

PROPOSED WORK SCOPE:

This cost estimate is based on plans and specifications provided by Client.

1. Sampling and testing aggregates for pipe zone bedding, trench backfill, and road subgrade. Assume CSTC for all backfill/bedding from a single source; testing requirements based on estimated quantities.
2. Inspection and density testing of compacted backfill for trenches and road base materials. All backfill to be tested at finished grade.
3. Inspection and testing of HMA placement and compaction for permanent trench patches and full depth HMA reconstruction.
4. Testing of HMA will include sampling HMA at the Plant. Laboratory determination of Rice Density, Bitumen Content and Gradation.
5. QA review, Reporting, Construction Meetings and Submittal Review.

ESTIMATED HWA LABOR:

WORK TASK DESCRIPTION	2022 BILLING RATES						TOTAL HOURS	TOTAL AMOUNT
	Eng VIII \$255.00	Geologist VI \$158.00	Geologist III \$130.00	Geologist I/II \$91.00	Clerical \$85.00			
Soils Inspection and Testing, including:								
Aggregate Acceptance Sampling at Pit (assume 1 source, 2 samples)				8			8	\$728
Trench Backfill Compaction (8 visits)				48			48	\$4,368
Asphalt Inspection and Testing, including:								
Monitoring and Testing of HMA for Permanent Trench Patch/Overlay (3 visits)				30			30	\$2,730
Sampling Asphalt at Batch Plant During Placement (1 sample)				4			4	\$364
Project Management								
QA Review, Reporting, Submittal Reviews, and Report Distribution	6	2	2				8	\$1,846
TOTAL LABOR:	6	2	0	90	0		98	\$10,036

LABORATORY TEST SUMMARY:

TEST	Est. No. Tests	Unit Cost	Total Cost
Acceptance Testing for CSTC (GS, SE, Fracture)	2	\$345	\$690
Proctor Tests on Imported Aggregates to be Compacted	2	\$275	\$550
HMA: Rice Density, Extraction/Gradation	1	\$325	\$325
TOTAL LABORATORY EXPENSES:			\$1,565

ESTIMATED DIRECT EXPENSES:	
Mileage to Job Site IRS Rate 0.585/mile, assume 11 trips	\$450
Mileage for Sampling Aggregates and HMA at Sources	\$150
Nuclear Gauge Rental: 8 days @ \$40/day	\$320
Thin Lift Nuclear Gauge Rental: 3 days @ \$60/day	\$180
TOTAL DIRECT EXPENSES:	\$1,100

ESTIMATED PROJECT TOTALS AND SUMMARY:	
Total Labor Cost	\$10,036
Laboratory Testing	\$1,565
Direct Expenses	\$1,100
ESTIMATED TASK TOTAL:	\$12,701

Assumptions:

1. These estimates may require adjustment due to the Contractor's rate of construction, weather delays, source changes and/or other factors beyond our control.
2. The HWA PM reserves the right to shift hours between the various subtasks as required.
3. The HWA work scope does not include safety assessment nor work pertaining to any environmental issues.
4. This cost estimate assumes that the sampled/tested aggregate will be the same that is used between Schedule A and B.
5. This cost estimate was prepared with the understanding that the Client will schedule inspection as needed.
6. All night work is charged at an 8 hour minimum segment. Night work cancelled within 12 hrs of scheduled time will be charged 4 hrs.
7. Per Client, concrete will not be tested. Concrete aggregates will not be tested.



FORMAL TASK ASSIGNMENT DOCUMENT

Task Number TA 2022-04

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: 20th Avenue South to South 245th Place, Des Moines, WA 98198

Project Title: CIP 30-N Fork McSorley Creek Diversion Project Construction Engineering Services

Maximum Amount Payable Per Task Assignment: \$22,955.98

Completion Date: October 31, 2022

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

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Attachment Dated: _____

Consultant Signature: John C. [Signature] Date: 4/25/22

Agency Approving Authority: _____ Date: _____

SCOPE OF WORK

City of Des Moines CIP 30-North Fork McSorley Creek Diversion Project Construction Engineering Services

The City of Des Moines (City) has requested that Parametrix provide construction engineering services for construction of the North Fork McSorley Creek Diversion Project.

A detailed scope for the Contract follows:

GENERAL ASSUMPTIONS

- The City has retained the services of KBA, Inc. for construction management, documentation, and observation. Services from Parametrix are limited to engineering support during construction.
- The level of service is based on project duration as expressed in the contract for construction in working days (40 working days included in the construction contract).
- The City, or its designated representative, will provide for Parametrix, Inc. to be added as an additional insured by the Contractor as required in the Contract Documents.
- Engineers from Parametrix will be available to answer questions during construction and review Responsibility Assignment Matrices (RAMs), review submittals and shop drawings, and answer Requests for Information (RFIs).
- Services will be performed in accordance with the contract for construction and City of Des Moines standards.
- All deliverables will be in electronic format unless specifically stated otherwise in this scope of work.

TASK 01 – CONSTRUCTION ENGINEERING

Subtask 01 – Engineering Services

Preconstruction Conference – Parametrix will attend the preconstruction conference with the City, KBA, and the Contractor prior to the Contractor beginning work.

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

- Responses to RFIs and submittals.
- Review project schedule and milestones.
- Materials submittal reviews.
- Design clarifications.

SCOPE OF WORK (continued)

- Shop drawing reviews.
- Support and review of change orders.

Assumptions

- The budget estimate assumes the preconstruction conference will not exceed 4 hours (including travel time, if applicable).
- The budget estimate for engineering support includes a reasonable amount of effort given the project scale and anticipated duration. Requests by the City for more extensive reviews or unforeseen conditions may require additional time, and Parametrix will keep the City project manager apprised of the status of the engineering support budget.
- The presence or duties of Parametrix's personnel at a construction site, whether as on-site representatives or otherwise, do not make Parametrix or Parametrix's personnel in any way responsible for those duties that belong to the City and/or the Contractors or other entities, and do not relieve the Contractors or any other entities of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
- The City agrees to include in all construction contracts any provisions providing Contractor indemnification of City for Contractor's negligence as equal indemnification of Parametrix and Parametrix personnel.
- The City shall require Contractor(s) to name City and Parametrix as additional insureds on the Contractor's general liability insurance policy.

Deliverables

- RAM form responses (or similar) and shop drawing reviews.
- Responses to RFIs.
- Documentation for use in preparing change orders.

Subtask 02 – Task Administration

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

Assumptions

- A 3-month project schedule is assumed.

Deliverables

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

Client: City of Des Moines
 Project: TA2022-04 North Fork McSorley Creek Construction Engineering
 Project No: 214-1792-035

TA2022-04 Construction Engineering
 Budget Estimate

Task	SubTask	Description	Labor Dollars	Labor Hours	Regional Division Manager	Designer IV	Project Accountant	Sr Project Control Specialist
01		Construction Engineering						
	01	Engineering Services	\$18,368.80	76	36	40		
	02	Task Administration	\$4,437.18	24	6		6	12
Labor Totals:			\$22,805.98	100	42	40	6	12
Totals:			\$22,805.98		\$13,927.20	\$6,431.20	\$689.70	\$1,757.88

Other Direct Expenses
 Other Direct Costs \$150.00
Other Direct Expenses Total: \$150.00

Task Assignment 2022-04 Total \$22,955.98

BID SCHEDULE**CIP 30 NORTH FORK MCSORLEY CREEK DIVERSION PROJECT**

SCHEDULE A – CIP 30 North Fork McSorley Creek Diversion Project – Storm Sewer						
Item No.	Spec Section	Item Description	Unit	Estimated Quantity	Unit Price*	Total Price
A1	1-04	Minor Changes	FA	1	\$ 25,000	\$ 25,000
A2	2-09	Resolution of Utility Conflicts	FA	1	\$ 20,000	\$ 20,000
A3	1-05	Record Drawings (Min. Bid \$500)	LS	1	\$ 500.00	\$ 500.00
A4	1-05	Roadway Surveying	LS	1	\$ 5,000.00	\$ 5,000.00
A5	1-07	SPCC Plan	LS	1	\$ 500.00	\$ 500.00
A6	1-09	Mobilization	LS	1	\$ 50,000.00	\$ 50,000.00
A7	1-10	Project Temporary Traffic Control	LS	1	\$ 15,000.00	\$ 15,000.00
A8	2-01	Roadside Cleanup	FA	1	\$ 1,500	\$ 1,500
A9	2-02	Removing Cement Conc. Curb and Gutter	LF	21	\$ 30.00	\$ 630.00
A10	2-02	Removing Cement Conc. Sidewalk	SY	18	\$ 30.00	\$ 540.00
A11	2-02	Removing Asphalt Conc. Pavement	SY	1,756	\$ 20.00	\$ 35,120.00
A12	2-02	Removal of Structures and Obstructions	LS	1	\$ 2,500.00	\$ 2,500.00
A13	2-02	Pothole Existing Utility	Each	30	\$ 300.00	\$ 9,000.00
A14	2-03	Unsuitable Foundation Excavation Incl. Haul	CY	25	\$ 100.00	\$ 2,500.00
A15	2-03	Channel Excavation Incl. Haul	CY	10	\$ 100.00	\$ 1,000.00
A16	2-09	Shoring or Extra Excavation Class B	LS	1	\$ 5,000.00	\$ 5,000.00
A17	5-04	HMA CL 1/2 In. PG 58-22	Ton	410	\$ 150.00	\$ 61,500.00
A18	7-04	Corrugated Polyethylene Storm Sewer Pipe 24 In. Diam. Incl. Trench	LF	691	\$ 242.00	\$ 167,222.00
A19	7-04	Corrugated Polyethylene Storm Sewer Pipe 30 In. Diam. Incl. Trench	LF	186	\$ 260.00	\$ 48,360.00
A20	7-04	Polypropylene Storm Sewer Pipe 36 In. Diam. Incl. Trench	LF	165	\$ 302.00	\$ 49,830.00
A21	7-05	Debris Cage	Each	1	\$ 3,500.00	\$ 3,500.00
A22	7-05	Manhole Type 3 48 In. Diam.	Each	1	\$ 4,500.00	\$ 4,500.00
A23	7-05	Manhole Type 3 60 In. Diam.	Each	1	\$ 5,000.00	\$ 5,000.00
A24	7-05	Manhole Type 3 72 In. Diam.	Each	2	\$ 7,500.00	\$ 15,000.00
A25	7-05	Manhole 72 In. Diam. Type 3, Saddle	Each	1	\$ 10,000.00	\$ 10,000.00

SCHEDULE A – CIP 30 North Fork McSorley Creek Diversion Project – Storm Sewer						
Item No.	Spec Section	Item Description	Unit	Estimated Quantity	Unit Price'	Total Price
A26	7-05	Catch Basin Type 2 72 In. Diam.	Each	2	\$ 8,000.00	\$ 16,000.00
A27	7-08	Removal and Replacement of Unsuitable Material	CY	350	\$ 10.00	\$ 3,500.00
A28	8-01	Erosion Control and Water Pollution Prevention	LS	1	\$ 1,000.00	\$ 1,000.00
A29	8-02	Top Soil Type A	CY	60	\$ 60.00	\$ 3,600.00
A30	8-02	Seeding, Fertilizing, and Mulching	SY	490	\$ 10.00	\$ 4,900.00
A31	8-04	Cement Conc. Traffic Rolled Curb and Gutter	LF	21	\$ 100.00	\$ 2,100.00
A32	8-14	Cement Conc. Sidewalk	SY	18	\$ 100.00	\$ 1,800.00
A33	8-15	Rock for Erosion and Scour Protection Class A	CY	9	\$ 100.00	\$ 900.00
Schedule A Total:					\$	547,502.00
+ Sales Tax (10.1%)					\$	55,297.70
Schedule A Total:					\$	602,799.70

BID PROPOSAL FORM (CONTINUED)

Receipt is hereby acknowledged for the following Addenda:

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

Bid proposal to be submitted in a sealed envelope marked "Bid Enclosed for CIP 30 North Fork McSorley Creek Diversion Project."

FORM OF A BID BOND

BID BOND DEPOSIT

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

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

Shawn J Reed
Signature

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Reed Trucking & Excavating, Inc., as Principal, and Merchants National Bonding, Inc., as Surety, are held and firmly bound unto the City of Des Moines, as Oblige, in the penal sum of Five Percent (5%) of Bid Amount dollars (\$ 5% of Bid Amount) for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The Condition of this obligation is such that if the Oblige shall make award to the Principal for the CIP 30 North Fork McSorley Creek Diversion Project, according to the terms of the proposal or bid made by the Principal therefore and the Principal shall duly make and enter into a contract with the Oblige in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Oblige; or, if the Principal shall in case of failure so to do, pay and forfeit to the Oblige the penal amount of the deposit specified in the call for bids; then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Oblige, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS 28th DAY OF April, 20 22
Reed Trucking & Excavating, Inc.

PRINCIPAL
Merchants National Bonding, Inc.
Aliceon A. Keltner
SURETY Aliceon A Keltner, Attorney-in-Fact

Received return of deposit in the sum of _____

Date: 4-28-2022

Signature: Shawn J Reed



MERCHANTS
BONDING COMPANY[™]
POWER OF ATTORNEY

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

Aliceon A Keltner; Alyssa J Lopez; Amelia G Burrill; Annelies M Richie; Brandon K Bush; Brent E Heilesen; Carley Espiritu; Christopher Kinyon;
Cynthia L Jay; Eric A Zimmerman; Erica E Mosley; Heather L Allen; Holli Albers; James B Binder; Jamie L Marques; Katharine J Snider; Kyle
Joseph Howat

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

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 19th day of May, 2020.

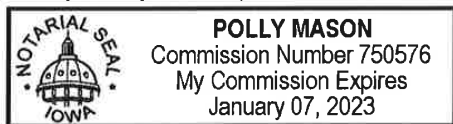


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 19th day of May, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of April, 2022.



William Warner Jr.
Secretary

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*City of Des Moines
CIP 30 North Fork McSorley Creek Diversion Project
Contract Documents*

LD-18

*214-1792-019
April 2022
Form of a Bid Bond*

NON-COLLUSION AFFIDAVIT

City of Des Moines

STATE OF WASHINGTON)

County of King)

) ss.

Shawn J. Reed, being first duly sworn on their oath, says they

are President of Reed Trucking & Excavating, Inc. and that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and they further say that the said Bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said Bidder has not in any matter sought by collusion to secure to themself an advantage over any other bidder or bidders.

Signature

Shawn J. Reed

Subscribed and sworn to before me this 27 day of April 2022.



Tiffani Friedt

Notary Public in and for the State of Washington

Residing at Oeting

My commission expires 7-8-23

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*City of Des Moines
CIP 30 North Fork McSorley Creek Diversion Project
Contract Documents*

LD-20

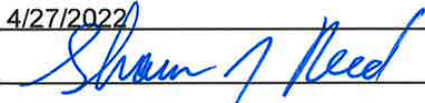
*214-1792-019
April 2022
Non-Collusion Affidavit*

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

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

DATE: 4/27/2022
Signature: 
Name/Title: Shawn J. Reed / President
Vendor Name: Reed Trucking & Excavating, Inc.
Address: 2207 Inter Ave Suite A
City/State/Zip: Puyallup, WA 98372

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*City of Des Moines
CIP 30 North Fork McSorley Creek Diversion Project
Contract Documents*

LD-22

*214-1792-019
April 2022
Certification of Non-Segregated Facilities*

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of bidder: Reed Trucking & Excavating, Inc.

2. Business address and telephone number:

See Attached

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

24 years

4. Contracts now in hand (gross amount):

\$ 10 mil

5. General character of work performed by said company:

Road Const

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

See Attached

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*City of Des Moines
CIP 30 North Fork McSorley Creek Diversion Project
Contract Documents*


LD-24

*214-1792-019
April 2022
Statement of Bidder's Qualifications*

STATEMENT OF BIDDER RESPONSIBILITY CRITERIA

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

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

Contract Title: CIP 30 North Fork McSorley Creek Diversion
Bidder's Business Name: Reed Trucking & Excavating, Inc.
Bidder's Name: Shawn J. Reed
Bidder's Signature: 
Bidder's Title: President
Date: 4/27/2022

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STATEMENT OF PROPOSED SUBCONTRACTORS AND MATERIAL SUPPLIERS

Subcontractors Name, Address, and Telephone Number	Description of Work
Becker Blacktop	Asphalt
TSI	Concrete

Material Suppliers	Material (major items only)
HD Fowler	Pipe
HD Fowler	Structures

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*City of Des Moines
CIP 30 North Fork McSorley Creek Diversion Project
Contract Documents*

LD-28

*214-1792-019
April 2022
Statement of Proposed Subcontractors and
Material Suppliers*

Local Agency Name
Local Agency Address

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

To Be Submitted with the Bid Proposal

Project Name CIP 30 North Fork McSorley Creek Diversion

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

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

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

Subcontractor Name Work to be Performed	N/A
Subcontractor Name Work to be Performed	
Subcontractor Name Work to be Performed	
Subcontractor Name Work to be Performed	
Subcontractor Name Work to be Performed	

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

SR

DOT Form 271-015A EF
Revised 08/2012



ATTACHMENT A

2207 Inter Ave. Suite A
 Puyallup, WA 98372
 Office 253-841-4837
 Fax 253-841-4816
 Shawn Reed, President
sreed@reedtrucking.com

Contractor's License: REEDTEI016JW
 Contractor's License Bond: 9811617
 Employment Security: 093121-004
 L&I: 983, 104-00
 Tax ID: 91-1938552
 UBI: 601 915 034
 King County SCS Certification No. 989

Qualifications Information

Project:	4th Street SE Preservation
Owner:	City of Auburn
Contact:	Jeffrey Bender
Scope:	Site preparation and demolition, constructing new pavement surfacing, sidewalks, curb and gutter, curb walls, stormwater conveyance, water main, sanitary sewer main, franchise utility coordination, private property restoration, landscaping restoration, permanent signing, and traffic control and staging, and other work.
Bonded:	YES
Contract Amount:	\$3,703,704.32
% Complete:	5%
Scheduled Completion:	160 Days
Project:	WSU LID Frontage Improvements Phase 4B
Owner:	City of Puyallup
Contact:	Ryan Rutkosky RRutkosky@PuyallupWA.gov
Scope:	Precast concrete bridge under Pioneer Way, 600 ft of porous HMA and concrete curbs, sidewalks, coil nail and gabion walls
Bonded:	YES
Contract Amount:	\$995,054.89
% Complete:	50%
Scheduled Completion:	85 Days
Project:	Duvall Ave NE
Owner:	City of Renton
Contact:	Flora Lee
Scope:	Excavation, grading, removal of pavement, planing pavement, paving with asphalt, curb and gutter, drainage, illumination, HAWK signal, sidewalk, walls, adjustments to utility frames, grates, and covers, water system improvements, undergrounding utilities, property restoration.
Bonded:	YES
Contract Amount:	\$5,218,171.95
% Complete:	30%
Scheduled Completion:	260 Days
Project:	Alameda Drive
Owner:	City of University Place
Contact:	Jack Ecklund

Scope:	New road consisting of curbs, gutters, sidewalks, walls, bike lanes, storm drainage improvements, paving, landscaping, irrigation and street lights.
Bonded:	YES
Contract Amount:	\$981,798.00
% Complete:	100%
Scheduled Completion:	80 days
Project:	Streets Initiative Package # 22
Owner:	City of Tacoma
Contact:	Larry Rybachuck
Scope:	Pavement removal, roadway excavation, adjustment of utility structures, and paving.
Bonded:	YES
Contract Amount:	\$1,790,920.00
% Complete:	98%
Scheduled Completion:	70 days
Project:	24 th & Meridian Sidewalk Gaps
Owner:	City of Edgewood
Contact:	Jeremy Metzler
Scope:	Construct sidewalks and appurtenant road and utility improvements, retaining wall, storm drainage, water main, bike lane and illumination.
Bonded:	YES
Contract Amount:	\$621,356.25
% Complete:	100%
Scheduled Completion:	120 Days
Project:	WSU LID Frontage Improvements Phase 4A
Owner:	City of Puyallup
Contact:	Ryan Rutkosky RRutkosky@PuyallupWA.gov
Scope:	Precast concrete bridge under Pioneer Way, 600 ft of porous HMA and concrete curbs, sidewalks, coil nail and gabion walls
Bonded:	YES
Contract Amount:	\$2,436,462.50
% Complete:	100%
Scheduled Completion:	Project starts April 2021, 110 working days
Project:	North Airport Area Storm Improvements
Owner:	City of Auburn
Contact:	Seth Wickstrom 2532-804-5034 swickstrom@auburnwa.gov
Scope:	Remove existing and install 470' of new storm pipe with structures.
Bonded:	YES
Contract Amount:	115,000
% Complete:	100%
Scheduled Completion:	01/29/2021
Project:	Fitz Hugh Watermain
Owner:	City of Lacey
Contact:	Justin Knox
Scope:	Install 1,300 Lineal feet of water main.
Bonded:	YES
Contract Amount:	\$427,754.00
% Complete:	100%

Scheduled Completion:	January 8, 2021
Project:	Mary Lyon Elementary SRTS
Owner:	City of Tacoma
Contact:	Neal Sartain 253-208-3739
Scope:	Safe Routes to School includes remove asphalt & concrete, replace with new. Add storm structures, crosswalk paint lines, and traffic signal modifications at three intersections.
Bonded:	YES
Contract Amount:	\$260,913.00
% Complete to Date:	100%
Scheduled Completion:	12/7/2020

Project:	SR 410 Sewer Bottleneck Phase II
Owner:	City of Bonney Lake
Contact:	Doug Budzinsky 253-447-4342
Scope:	Install new sewer main and rejoin existing sewer system boring under SR-410 at 192 nd Upgrade pushbuttons, new concrete curb ramps, storm water swale improvements.
Bonded	YES
Contract Amount:	\$910,908.04
% Complete to Date	100%
Scheduled Completion:	10/23/2020

Project:	Jackson Ave SE & SE Salmonberry Road Intersection
Owner:	Kitsap County
Contact:	Steve Nichols 253-405-9711
Scope:	Construct single-lane roundabout, 10' sidewalks, Bioretention cell, 4 gravity block walls and new illumination system at the intersection of Jackson Avenue SE & SE Salmonberry Road. Traffic control, paving, curb & gutter and pavement markings.
Bonded:	YES
Contract Amount:	\$1,121,773.00
% Complete to Date:	100%
Scheduled Completion:	12/4/2020

Project:	Cedar Street Improvements
Owner:	City Of Buckley
Contact:	Chris Banks
Scope:	Install 1,200 LF of roadway on Cedar Street from Jefferson Ave to Main Street. Grind & overlay above existing concrete panels, full reconstruction, replace curb & gutter, curb ramp retrofits. 1,100 LF of new 8-in & 12-in storm pipe structures. 1,100 LF of 8-inch DI water main replacement. replace 220 LF of 8-inch PVC SCH 35 sanitary sewer main. Pave 275 LF of alley. concrete curb, gutter, sidewalk.
Bonded:	YES
Contract Amount:	\$1,290,651.24
% of Work Completed to Date:	100%
Scheduled Completion:	July 15, 2020

Project:	Water Main Replacement Project MRP 2018-45
Owner:	City of Tacoma Public Utilities
Contact:	Geff Yotter 253-377-5966

Scope:	Construct approximately 9,700 LF of water main with all necessary valves and specials. Also install 10 foot precast concrete vault with bollards.
Bonded:	YES
Contract Amount:	1,473,617.30
% of work completed to date:	100%
Scheduled Completion:	October 2020
Project:	Meridian Water Improvements
Owner:	City of Lacey
Contact:	Aubrey Collier 360-438-2639
Scope:	Install 1,700 LF of 6 inch and 12 inch water main, valves and connections.
Bonded:	YES
Contract Amount:	\$340,212.12
% of work completed to date:	100%
Scheduled Completion:	05/01/2020
Project:	Liberty Bay Bioretention Project
Owner:	City of Poulsbo
Contact:	Charles Roberts 360-779-4078
Scope:	Install water quality features: Site 1 Install large concrete storm water quality treatment vault on the NK Middle School, install 300 LF storm pipe. Site 2- Retrofit and install 300 LF bio-retention swale on Fjord Drive.
Bonded:	Yes
Contract Amount:	\$270,224.35
% of work completed to date:	100%
Scheduled Completion:	5/29/ 2020
Project:	Volunteer Sidewalks
Owner:	City of Sumner
Contact:	Andrew Leach 253-299-5711
Scope:	Various sidewalk and ADA improvements, new water main, spot repairs, asphalt.
Bonded:	YES
Contract Amount:	\$1,072,061.17
% of work completed to date:	100%
Scheduled Completion:	January 2020
Project:	24th/25th Street Water Main Replacement
Owner:	City of Bonney Lake
Contact:	Doug Budzynski
Scope:	Replace existing PVC Water Main with new DIP Water Main.
Bonded:	YES
Contract Amount:	\$116,546.59
% of work completed to date:	100%
Scheduled Completion:	6/10/2019
Project:	2017 Sidewalk Links
Owner:	City of Puyallup
Contact:	Drew Young PE (253- 435-3641)
Scope:	Roadwork, utilities, HMA, concrete sidewalks, pervious concrete, spot repair
Bonded:	YES
Contract Amount:	\$1,288,155.00
% of work completed to date:	100%
Scheduled Completion:	March 2019
Project:	2016 Sidewalk Program

Owner:	City of Puyallup
Contact:	Drew Young Project Engineer (253- 435-3641)
Scope:	Roadwork, utilities, HMA, concrete sidewalks, spot repair, tree removal.
Bonded:	YES
Contract Amount:	\$656,941.00
% of work completed to date:	100%
Scheduled Completion:	March 2019
Project:	SE 256th St Realignment
Owner:	City of Maple Valley
Contact:	Bill Bullock
Scope:	Realign SE 256 th at Jenkins Creek, install precast split box culvert and streambed grading and gravity block wall, <i>Joint Utility Trenching</i> , pavement marking,
Bonded:	YES
Contract Amount:	\$732,428.81
% of work completed to date:	100%
Scheduled Completion:	September 2018
Project:	Kibler Avenue Pavement Preservation
Owner:	City of Enumclaw
Contact:	Dwayne Walker, P.E. (360-615-5730)
Scope:	Utilities, 2" overlay HMA, sidewalks, curb, gutter, ADA ramps, driveways.
Bonded:	YES
Contract Amount:	\$371,126.00
% of work completed to date:	100%
Scheduled Completion:	August 2018
Project:	River Avenue Improvements
Owner:	City of Buckley
Contact:	Tani Stratton P.E. Gray & Osborne (206-284-0860)
Scope:	1,000 LF storm & roadway Improvements: HMA, concrete curb, gutters, sidewalks, crosswalks, planting strips, bulb-outs, angle parking. Sanitary and side sewer, water mains, hydrants, street lighting conduit, channelization, signing, <i>Joint Utility Trenching (above to underground)</i> , irrigation, angle parking, pavement marking, decorative cement concrete.
Bonded:	YES
Contract Amount:	\$995,672.52
% of work completed to date:	100%
Scheduled Completion:	July 2018
Project:	Pacific Ave Pedestrian Crossings
Owner:	City of Olympia
Contact:	Craig Anderson (360-753-8709)
Scope:	Road Improvements: HMA, concrete curb, gutter, textured sidewalk, ramps, DWS, RRFB, painted lines, crosswalks, and arrows.
Bonded:	Yes
Contract Amount:	\$ 248,729.00
% of work completed to date:	100%
Scheduled Completion:	April 2018
Project:	Morrison Road West Street Improvements
Owner:	City of University Place
Contact:	Jack Ecklund (253-686-3066)

Scope:	2500 lineal feet curb & gutter, driveways, sidewalk with ADA ramps, Storm sewer pipe, CB's landscaping, rock wall.
Bonded:	Yes
Contract Amount:	\$ 327,481/00
% of work completed to date:	100%
Scheduled Completion:	January 2018
Project:	Woodland Creek Water Quality Retrofit
Owner:	Pierce County
Contact:	Al Amirzehni (253-798-4677)
Scope:	Improved existing storm water drainage system by retrofitting the existing system and added a water quality treatment system. HMA, erosion control planting.
Bonded:	Yes
Contract Amount:	\$ 563,718.00
% of work completed to date:	100%
Scheduled Completion:	October 2017
Project:	SW 165th Street Improvements
Owner:	City of Burien
Contact:	Dan O'Brien
Scope:	Construction of drainage pipe and structures, bio-retention cells, landscaping, grading, HMA pavement, and striping
Bonded:	Yes
Contract Amount:	\$ 431,398.00
% of work completed to date:	100% (1 year maintenance)
Scheduled Completion:	September 2017
Project:	Olympic Drive / Point Fosdick Drive Intersection Improvements
Owner:	City of Gig Harbor
Contact:	Marcos McGraw (253-853-2647)
Scope:	Reconstruction of 105 lf of right-turn lane, new sidewalks, curb, gutter, retaining wall; installation of storm drainage pipes and structures, signal modification, striping, permanent signing and traffic control.
Bonded:	Yes
Contract Amount:	\$ 487,715.00
% of work completed to date:	100%
Scheduled Completion:	September 2017
Project:	Larson Lane West Phase 1
Owner:	City of University Place
Contact:	Jack Ecklund (253-686-3066)
Scope:	Construct 560 lf of new road, grading, paving, water main, storm drainage, street lighting, joint utility trench, curbs, gutters and sidewalks
Bonded:	Yes
Contract Amount:	\$439,796.30
% of work completed to date:	100%
Scheduled Completion:	June - 2017
Project:	16th PL– 17th PL Storm Connection
Owner:	City of Des Moines
Contact:	Loren Reinhold (206-870-6584)
Scope:	Storm connections, grading, paving, curb and gutter
Bonded:	Yes
Contract Amount:	\$94,725

% of work completed to date:	100%
Scheduled Completion	June - 2017

Construction experience and present commitments of the key individuals of Reed Trucking & Excavating, Inc.

Shawn J. Reed: President /Owner	20 years managing construction projects
Dustin Wright: Superintendent	20 years construction
Tiffani Barquist: Contract Administrator	4 years contract administration
Chance Erdmann: Foreman	20 years construction
Travis Haney: Foreman	20 years construction
Jordan Ausbun: Foreman	20 years construction
Pipe Layers, Top Man, Laborers, Dump Truck Drivers, Flaggers, Traffic Control Supervisor	

List of Major Equipment Owned:

2002 KOMATSU PC 200 Excavator
(2) 2019 KOMATSU PC 138 Excavator
 2018 & 2020 KOMATSU PC 88 Excavator
 2019 Kubota KX057 Excavator
 2005 KOMATSU WA250L-5 Loader
 2018 KOMATSU WA270-8 Loader
 2002 JOHN DEERE 310 Backhoe
 2020 John Deere 410 Backhoe
 2002 JOHN DEERE MDL 550H Dozer
 2002 Tilt Top Trailer
(3) FRIEGHTLINER 8 Axle DUMP Trucks & Trailers
 2005 F-450 Utility Truck
 2019 Ford F-450 Utility Truck
 1998 International Water Truck
 1998 Sakai 84" Drum Roller
 2019 ASPHALT ZIPPER
(2) 2019 PORTABLE MESSAGE BOARDS
 2015 Caterpillar CB24B Asphalt Compactor
 2015 SM300 Laymore Sweeper004
(2) 2022 Super Solo Dump Trucks

TRADE REFERENCES

Ferguson Waterworks	2042 S 112th ST.	PH: 253-538-8275	Fax: 253-531-9909
Patrick Taylor	Tacoma, WA 98444	patrick.taylor@ferguson.com	
Shope Concrete	1618 E. Main	PH: 253-848-1551 ext 26	Fax: 253-845-0292
Gail Ginther	Puyallup, WA 98372	sbowes@shopeconcrete.com	
Washington Rock	21711 103rd Ave	PH: 253-262-1661 ext 102	Fax: 253-262-1664
Madison Cole	Graham, WA 98338	AR@wa-rock.com	

Contracts on Hand

Job #	Project Name	Bonded Amount	Billed to date	balance of contract
154	Streets Initiative Package #22	\$1,790,920.00	\$2,440,755.37	\$
155	Alameda Drive	\$981,798.00	\$886,512.62	\$95,285.38
156	Duvall Ave NE	\$5,218,171.95	\$999,667.00	\$4,218,504.95
157	WSU LID Frontage Phase 4B	\$995,054.89	\$89,688.60	\$905,366.29
158	4 th Street SE Preservation	\$3,703,704.32	\$0.00	\$3,703,704.32
		\$12,689,649.16	\$4,416,623.59	\$8,922,860.94

**CITY OF DES MOINES
2022-2027 CAPITAL IMPROVEMENT PLAN
(Amount in Thousands)**

N. Fork McSorley Ck Diversion Project # **451.836**

CIP Category: Surface Water Management

Managing Department: Plan, Build & PW Admin

Summary Project Description:

This project proposes to install a diversion structure on 20th Ave. S. between S. 244th Pl. and 245th Pl. From the diversion structure a new 24-in storm bypass pipe will be installed on the west side of 20th Avenue, turn west and follow the south side of 245th Pl and then to McSorley Creek. This project also includes pavement restoration, replacement of curb and gutter and minimal dredging of McSorley Creek

Justification/Benefits: When the Des Moines Trace Subdivision was developed in the early 1980's a segment of the north fork of McSorley Creek was relocated to a narrow rock lined channel within a 15-foot wide drainage easement along the north side of the subdivision (lots 14 through 25). Over time this channel has filled in with sediment and is overgrown with canary reed grass causing the channel to overtop and flood both the subdivision lots and the adjacent properties to the north. This project will provide a flow diversion whereby normal flows will continue into the creek section but high flows are bypassed to a lower point in the channel. As part of this project, the channel section across lots 17-25 will

PROJECT SCOPE			
<i>Expenditures</i>	<i>Current Budget</i>	<i>Requested Change</i>	<i>Total Budget</i>
Design	69	-	69
Land & Right of Way	-	-	-
Construction	834	-	834
Contingency	235	-	235
Total Expenditures	1,138	-	1,138

Funding Sources		
<i>Current Budget</i>	<i>Requested Change</i>	<i>Total Budget</i>
Surface Water Utility	853	853
SROF Grant	285	285
Total Funding	1,138	1,138

<i>Project to Date</i> 12/31/20	<i>Budget Balance Roll Over</i> 2020	ANNUAL ALLOCATION						
		<i>Scheduled Year</i> 2021	<i>Plan Year</i> 2022	<i>Plan Year</i> 2023	<i>Plan Year</i> 2024	<i>Plan Year</i> 2025	<i>Plan Year</i> 2026	<i>Plan Year</i> 2027
70	(1)	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	106	-	728	-	-	-	-	-
-	17	-	36	182	-	-	-	-
70	122	36	910	-	-	-	-	-

<i>Project to Date</i> 12/31/20	<i>Budget Balance Roll Over</i> 2020	ANNUAL ALLOCATION						
		<i>Scheduled Year</i> 2021	<i>Plan Year</i> 2022	<i>Plan Year</i> 2023	<i>Plan Year</i> 2024	<i>Plan Year</i> 2025	<i>Plan Year</i> 2026	<i>Plan Year</i> 2027
70	122	36	625	-	-	-	-	-
-	-	-	285	-	-	-	-	-
70	122	36	910	-	-	-	-	-

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: 24th Ave S Improvements Project,
Kent-Des Moines Rd. (SR 516) to S. 223rd St,
2022-2023 On-Call General Civil Engineering
Services – Parametrix Task Assignment 2022-02
for Right-of-Way Acquisition Services

FOR AGENDA OF: May 12, 2022

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: May 5, 2022

ATTACHMENTS:

1. Parametrix Inc. 2022-2023 On-Call
General Civil Engineering Services Task
Assignment 2022-02
2. Draft Right of Way Plan Sheets
3. 2022 – 2027 CIP Budget Worksheets

CLEARANCES:

- Community Development N/A
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Public Works Richard Lopez

CHIEF OPERATIONS OFFICER: _____

- Legal /s/ TG
- Finance Debra Ann Wiese
- Courts N/A
- Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this item is to seek City Council approval of the Draft Right of Way Plan for the 24th Ave S Improvements Project, Kent-Des Moines Rd. (SR 516) to S. 223rd St (Attachment 2), and to seek approval of the 2022-2023 On-Call General Civil Engineering Services Task Assignment 2022-02 with Parametrix Inc., (Attachment 1) to provide the necessary right of way acquisition services. The following motions will appear on the Consent Agenda:

Suggested Motions

Motion #1: “I move to approve the Draft Right of Way Plan for the 24th Ave S Improvements Project, Kent-Des Moines Rd. (SR 516) to S. 223rd St, as illustrated within Attachment 2, and further authorize the Public Works Director to sign and make modifications to the Plan as necessary to finalize design and support construction of the project improvements.”

Motion #2: “I move to approve the 2022-2023 On-Call General Civil Engineering Services Task Assignment 2022-02 with Parametrix Inc. to provide right-of-way acquisition services for the 24th Ave South Improvements Project (Kent-Des Moines Rd. (SR 516) to S. 223rd St) in the amount of \$180,025.71, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.

Background

The 24th Ave S Improvements Project (Kent-Des Moines Rd. (SR 516) to S 223rd St) is an element of 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 24th Ave S Corridor Improvements, with future Segment 1 improvements designated between S 223rd St and S 216th St.

The 24th Ave S corridor is a critical north-south arterial roadway connecting Kent-Des Moines Road, two public schools, and multiple churches with the Des Moines Creek Business Park, Federal Aviation Administration regional headquarters, Prologis, SeaTac commercial aviation support, Angle Lake Sound Transit Light Rail Station, and SeaTac International Airport. The recently completed Transportation Gateway Projects just north of the project on S 216th Street and 24th Ave S, between S 216th Street and S 208th Street, have supported growing capacity and development as defined in the City’s Comprehensive Transportation Plan.

This project proposes to construct sidewalks, bike lanes, reduced travel lane widths for traffic calming, two-way left turn lane, 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.

During major storms the drainage system along the east side of 24th Ave S often exceeds the system capacity and will flow over 24th Ave S. These overflows are then conveyed along the west side of 24th Ave S, bypassing the trunk line and flooding properties south of Pacific Middle School and S 227th Street. The trunk line along the east side of 24th Ave S conveys flows to the City Park detention facility which is sized to accommodate future storm events. This project is recommended in the 1992 Massey Creek Basin Plan and is identified as Projects No. 5 and 23 of the 2015 Surface Water Comprehensive Plan.

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

At the May 7, 2020 City Council meeting, the City Council approved a task assignment with Parametrix for design and permitting of the 24th Ave South Improvements Project under the 2020-2021 On-Call General Civil Engineering Services Contract. The design of the project is 90% complete and is expected to be prepared for bid following right-of-way acquisition.

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

Discussion

In order to fulfill the project right-of-way acquisition requirements, consultant support will be needed. The proposed Task Assignment with Parametix will focus on right-of-way acquisition services. These efforts will allow project advancement into final design and ultimately construction subject to City Council approval.

The proposed Draft Right-of-Way Plan is shown in Attachment 2. The right-of-way activities involve acquisition of temporary construction easements and permanent wall easements. It is anticipated that all acquisitions will be under \$25,000 and be subject to administrative offers followed by City Council acceptance.

It is anticipated that permanent wall easements will be utilized versus right-of-way property acquisition. This strategy is preferable due to the existing right-of-way/property boundaries that are consistent through the 24th Ave corridor. Right-of-way property acquisitions would create an inconsistent boundary as only select parcels along the corridor are impacted. If a consistent right-of-way property strip take was utilized there would be a significant increase in costs due to the number of parcels impacted.

Temporary and permanent easements are needed due to the existing width of the 24th Ave right-of-way, the proposed project improvements footprint, and existing topography. The project design has been carefully crafted to avoid adjacent property impacts wherever possible.

The sub-consultant, Universal Field Services (UFS), provided a project funding estimate for this project and is a qualified right-of-way agent. The consultant will follow the City's adopted right-of-way acquisition procedures.

Alternatives

The City Council can elect not to pursue right of way acquisition for the project. This will not allow the project to move forward, jeopardize current TIB funding, and require re-payment of expended TIB funds to-date.

Financial Impact

The City's CIP Budget Worksheet includes revenues to achieve full project funding and fund proposed consultant services (Attachment 3).

Recommendation

Staff recommends adoption of the motions.

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FORMAL TASK ASSIGNMENT DOCUMENT

Task Number TA 2022-02

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

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

Location of Project: 24th Avenue South from Kent-Des Moines Road to South 223rd Street
Des Moines, Washington

Project Title: 24th Avenue South Right-of-Way Acquisition Services

Maximum Amount Payable Per Task Assignment: \$180,025.71

Completion Date: December 31, 2022

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

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Attachment Dated: _____

Consultant Signature: Stu K. Aisid Date: 5/4/22

Agency Approving Authority: _____ Date: _____

SCOPE OF WORK

City of Des Moines 24th Avenue South Right-of-Way Acquisition Services

PROJECT UNDERSTANDING

The City of Des Moines (City) has requested that Parametrix prepare this scope of services for the acquisition of right of way (ROW) for the 24th Avenue South Phase 1 project from Kent-Des Moines Road to South 223rd Street. Universal Field Services (UFS) will provide right-of-way acquisition services that may include the acquisition of real property, permanent easements, and temporary construction easements (TCE). The following scope of services and attached budget estimate is based on acquisition of real property or permanent easements and temporary construction easements from **20** affected parcels.

TASK 01 – RIGHT-OF-WAY ACQUISITION

Subtask 01 – Task Administration and Quality Control/Quality Assurance

Approach

Parametrix will be responsible for continuous tracking and contract administration of this project including preparing monthly invoices, coordinating work efforts with the City's project manager, and coordinating with subconsultant. Parametrix's project manager will have routine telephone and email contact with the City's project manager on an as-needed basis with regard to scope, schedule, budget, and invoicing issues.

This subtask also includes independent review of all project deliverables by a qualified and licensed professional to ensure that each project deliverable prepared by Parametrix meets the standard of care for our industry.

Assumptions

- The budget estimate for the project assumes that the project will be completed by September 30, 2022.
- The budget estimate for the project assumes there are 20 affected parcels.
- It is assumed that the City will obtain all title reports and will pay for all recording fees.

Deliverables

- Monthly invoices and progress reports.

Subtask 02 – Right-of-Way Acquisition – UFS

Approach

Universal Field Services (UFS), a subconsultant to Parametrix, will assist the City to complete up to 20 partial acquisitions/TCEs most of which are residentially owned. A scope of work and cost estimate breakdown are attached from UFS.

Assumptions

- See the UFS attached Scope of Work.

SCOPE OF WORK (continued)

Deliverables

- See the UFS attached Scope of Work.

Subtask 03 – Coordination with UFS

Approach

Acquisition of property and TCEs often times requires input and data from the design team. This subtask will provide up to 40 hours of time for coordination with the Parametrix design team that is preparing the plans, specifications, and estimate (PS&E) for the roadway project.

Assumptions

- Budget estimate includes up to 40 hours of time for coordination between the Parametrix design team and UFS.

Deliverables

- Data, estimates, and exhibits as applicable.

Subtask 04 – ROW Plans

Approach

Parametrix will prepare ROW plans that depict the partial acquisition and TCE boundaries needed to construct the project. The plans will include parcel numbers and areas of both acquisition and TCEs. The ROW plans will be used by UFS for the project funding estimate and may be used during property negotiations.

Assumptions

- ROW plans will be 11x17 plans delivered in PDF electronic format.

Deliverables

- ROW plans (11x17) in PDF format.

Subtask 05 – Legal Descriptions and Exhibits

Approach

Parametrix will prepare legal descriptions for the partial acquisitions and exhibits that depict both the partial acquisition and TCE areas suitable for recording by the City.

Assumptions

- Legal descriptions and exhibits will be size 8.5x11.
- Up to 20 legal descriptions and associated exhibits will be provided in PDF format and hard copies can be provided upon request.

Deliverables

- Up to 20 legal descriptions and exhibits in PDF format (hard copy by request).

END OF SCOPE OF SERVICES

May 3, 2022



Scope of Work
24th Avenue South Roadway Improvements
Right of Way Acquisition Services

It is understood there are no federal funds participating in any phase of the project. However, Universal Field Services (UFS) will complete all Right of Way Acquisition services in compliance with WSDOT and City acquisition guidelines to preserve the City's eligibility for future federal funding opportunities.

This scope of work is based on the following:

- Review of a Preliminary Right of Way Plan prepared by Parametrix, dated September 2021.
- Discussions with Parametrix staff.
- Discussions with Appraisal team.
- Review of limited public online ownership information.
- Tour online King County aerial mapping.
- Assumptions made throughout this scope of work.
- In lieu-of Fee Simple, the City desires to acquire Permanent Roadway Easements for the related road improvements including Curb, Gutter and Sidewalk.
- Possible Temporary Construction Easement may be required from the owner (McGraw) having fee simple ownership of tax parcel 1622049167 which is the north half of S. 277th Place.

A. Preparation and Administration – Upon Notice to Proceed and subject to COVID-19 mandates, UFS staff will prepare for and participate in a ROW kick-off meeting with the project team via video conference to obtain additional project information including: available contact information for property owners; discuss material and information needed from the project team (Legal Descriptions, Exhibits, Staking, etc.), along with any additional information that will assist and expedite the right of way acquisition process. UFS will participate in up to ten (10) progress meetings via video conference call and provide up to eight (8) monthly progress reports.

UFS will provide sample templates of all acquisition documents (offer letters, temporary and permanent easements, right of entries, consents, etc.) for the City's review and approval for project use. All forms and documents will comply with City's standards and in accordance with statutory requirements. The City's pre-approved documents will be used when provided. UFS will maintain acquisition records in accordance with statutory, regulatory and policy requirements.

It is understood coordination with the project team will be necessary to finalize and obtain the project legal descriptions and acquisition exhibits for all the real property rights to be acquired. It is assumed these items will be provided by Parametrix prior to commencing sub-Task E below.

For each parcel impacted, prepare acquisition files to include fair offer letters, a standard diary form indicating all contacts with owner(s), recording and ancillary documents, and other items necessary to complete the work.

Deliverables:

- Attend Right of Way Kickoff Meeting (2 UFS Staff) – via video conference call
- Attend ten (10) Progress Meetings (2 UFS Staff) – via video conference
- Provide eight (8) Monthly Progress Reports
- Coordinate City approval of Acquisition forms and documents for project use

B. Title - Ownership Review – Condition of title encumbrances and ownership information is typically confirmed by thorough reviews of Preliminary Title Commitments (Title Reports) or Subdivision Guarantees. Subdivision Guarantees are generally less expensive than Title Reports, however title

May 3, 2022



insurance is not available with Subdivision Guarantees. If title information has not yet been ordered from a reputable title company, we recommend obtaining Subdivision Guarantees in lieu-of Title Reports for those tax parcels where only Temporary Construction Easements are needed from the property owner. Title Reports should be obtained for those tax parcels requiring permanent real property rights. UFS will conduct thorough reviews of each Title Report received to assess future complications at closing and identify potential conflicts from utility encumbrances, and others with a land right interest that may pose obstacles or delays to the acquisition closing process. Seventeen (17) Parcel Title Summary & Risk Analysis Memo will be prepared for each Title Report received.

Assumptions:

- Nineteen (19) Title Reports, one (1) Residential Condominium (Seawind) Common Area Limited Liability Report, and HOA documentation (CC&R's, By-laws, and Articles of Corporation) for a second Condominium (Pinecreek Townhomes) will be provided by the City or Parametrix.
- *It is assumed the current HOA board members for both condominiums have current legal capacity to convey the required real property rights to the City without requiring a vote of HOA membership approval. Therefore, review of the HOA Declarations, By-Laws and Articles of Corporation are excluded from this scope of work and related fee estimate.*

Deliverables:

- Nineteen (19) Parcel Title Summary & Risk Analysis Memos

- C. Public Outreach** – UFS will prepare a draft “Introduction / Informational Letter” for the City’s review, acceptance, and delivery on City letterhead to each of the twenty-one (21) property owners or owner representatives shown in Table A below. The letter will describe the purpose of the project; the project schedule; identify the City’s consultants (Parametrix, Universal Field Services, etc.) and the purpose of each.

Assumptions:

- City to deliver the Introduction / Informational letters on City letterhead.

Deliverables:

- Sample “Introduction Informational Letter”

- D. Real Property Valuations** – Upon completion of the Project Right of Way Plan, together with the City’s approval, the real property valuation process can begin. UFS will subcontract and manage completion of one (1) Appraisal report, one (1) Appraisal Review report, and twenty (20) Administrative Offer Summary (AOS) worksheets with our state licensed and WSDOT approved appraiser (R.F. Duncan and Associates). Parcel No. 1 shown in Table A below may require an Appraisal due to proximity damages rendering the acquisition as complicated. Upon completion of an approved Right of Way Plan, Parcel No. 1 may only require an AOS worksheet reducing the related fee estimate.

Appraisal and Appraisal Review reports will be completed per the Uniform Standards of Professional Appraisal Practices (USPAP), including Chapters 4 and 5 of WSDOT’s Right of Way Manual. Administrative Offer Summary (AOS) worksheets will be prepared for qualifying parcel acquisitions with estimates of just compensation \$25,000 or less and are uncomplicated, in accordance with the WSDOT’s LAG Manual Chapter 25 (Right of Way Procedures). For all AOS offers up to \$10,000, property owners will be informed in writing their offer is not based on an Appraisal. For all AOS offers of \$10,001 or more up to \$25,000, property owners will be informed in writing their offer is not based on an appraisal, and that an appraisal will be provided if requested. This requirement could have a slight impact on the Right of Way schedule and approved budget.

May 3, 2022



Completed AOS worksheets and Appraisal Review will be submitted to the City for review and written approval establishing amounts of just compensation to be offered each property owner. *If it is determined additional Appraisal reports are required, an amendment to this scope of work and related fee estimate will be required.*

Assumptions:

- Parcel No. 1 in Table A may require an Appraisal and Appraisal Review.

Deliverables:

- Appraisal – one (1) each
- Appraisal Review – one (1) each
- AOS worksheets – twenty (20) each

- E. Present Offers / Negotiations** - Upon receipt of written approvals from the City establishing the amounts of just compensation to property owners, Universal staff will prepare offer package(s) and promptly present offers to purchase all the required real property interests and negotiate in good faith to reach a settlement with each property owner(s). Offers will be presented in person when at all possible. If negotiations reach an impasse, Universal shall provide the City with written notification. If necessary, Universal will attempt to secure Administrative Settlements or Voluntary Possession and Use Agreements with the owner(s), allowing the project to move forward and allowing the property owner additional time to negotiate. As a last resort, if the owner is unwilling to agree to a Voluntary Possession and Use Agreement, the file will be transmitted to the City's legal staff for mediation or filing of a condemnation action. Universal will provide limited technical support for all mediation or condemnation as required.

Assumptions:

- Property owners are supportive of the project.
- Negotiations will be limited to the industry standard of three (3) meaningful contacts to reach settlement.
- Our estimated level of effort to reach settlement with two Condominium Communities assumes the current HOA board members for both condominiums have legal capacity to convey the required real property rights to the City without a vote of HOA membership approval. Therefore, review of the HOA Declarations, By-Laws and Articles of Corporation are excluded from this scope of work and related fee estimate.
- Negotiations with non-HOA board members are excluded.

Deliverables:

- Prepare twenty-one (21) Offer Packages
- Present Offers / Conduct Negotiations.

- F. Parcel Closing** – Prior to sending a settled acquisition package to the City for payment and recording, Universal will request an update on each Title Report, and Subdivision Guarantee from the designated Title Company to ensure ownership has not changed and new encumbrances or exceptions have not been recorded. Upon review of updated title information and the previously completed Parcel Title Summary & Risk Analysis Memo, Universal will provide advisory assistance to the City in determining the most appropriate method of closing each transaction.

Subject to the City's current Title Clearing policies, the method of closing can be completed in-house or through a reputable escrow firm.

May 3, 2022



In-House Closing – Generally for low risk and uncomplicated title clearing, this method is subject to the City’s title clearing policies and amount of acceptable risk. The signed conveyance documents and payment vouchers will be transmitted to the City for approval and processing. Simultaneously, Universal will coordinate with recommendations to the City for acceptance of title to certain exceptions and encumbrances.

Escrow Closing – Generally for higher risk and complicated title clearing, this method will also consider the City’s title clearing policies. The signed conveyance documents together with escrow instructions will be transmitted to the City for approval and signature. Once City approval is received, the transaction package will be delivered to the designated escrow company for closing and recording. Albeit the escrow firm’s responsibility, Universal will work with the Escrow and Title Company in their effort to remove unacceptable exceptions and to obtain title insurance policies for the City.

Assumptions:

- City desires Title Insurance for all tax parcels requiring permanent real property right acquisitions.
- Title Clearing is not required when offers to property owners are \$10,000 or less, subject to high priority liens.
- Settlement packages will be delivered to the City for direct payment to property owners and recording with King County.
- City staff will send copies of recorded documents and proof of payment to UFS via email.

Deliverables:

- Twenty-One (21) completed acquisition files and records of all Right of Way Acquisition activities.

G. Right of Way Certification – Since there are no federal funds (FHWA) participating in the project, Right of Way Certification through WSDOT Real Estate Services and Local Programs is not required. However, all Right of Way Acquisition services will be completed in compliance with WSDOT acquisition guidelines to preserve the City’s eligibility for future federal funding opportunities.

Deliverables: N/A (For informational purposes only)

City or Parametrix will provide the following:

1. Title Reports and Subdivision Guarantees.
2. Right of Way Plans and Drawings, Maps, Exhibits, Right of Way Staking, etc., as necessary.
3. Legal descriptions in electronic format for all real property rights to be acquired.
4. Form approval, in electronic format, of all legal conveyance documents and forms prior to use (i.e., offer letters, deeds, easements, etc.).
5. Review and approval of all determinations of value, established by the project appraisers, and provide written authorization prior to offers being made to property owners.
6. Payment of all compensation payments to property owners, recording fees, legal services and any incidental costs which may arise necessary to complete each transaction.
7. Send “Introduction Letters” to property owners on City Letterhead.
8. City staff will send copies of recorded documents and proof of payment to UFS via email.

TABLE A					
Parcel Data			Real Property Rights to Acquire		Valuation Type (See note 1)
No.	Tax Parcel No	Taxpayer / Owner	Permanent Roadway Easement	Temp. Construction Easement	
1	162204-9144	Wood, Corenia C. (Trustee)	X	X	AR
2	713800-0090	Almquist, Terrence		X	AOS
3	162204-9237	King County Property Services		X	AOS
4	162204-9110	Hung, Vo	X	X	AOS
5	162204-9133	Hiatt, Mary	X	X	AOS
6	162204-9003	Hiatt, Mary	X	X	AOS
7	162204-9137	Wubet, Tsadkan / Minda Seife B.	X	X	AOS
8	162204-9152	Hardrath, William T.	X	X	AOS
9	162204-9155	Kolkana, Dennis & Amanda	X	X	AOS
10	162204-9185	Grace Lutheran Church	X		AOS
11	162204-9132	Gomez, Leticia & Gilgardo	X	X	AOS
12	162204-9239	Highline School District No. 401	X		AOS
13	162204-9194	Ehlinger, Richard	X	X	AOS
14	162204-9079	Dimaggio, Raelynn & McMullen S.	X	X	AOS
15	162204-9101	Miller Arthur W.	X	X	AOS
16	162204-9129	Weeks, Walter Jr. M & Yong O.	X	X	AOS
17	162204-9029	Midway Community Covenant Church	X		AOS
18	570240-0000	Condominium (Res) – Pine Creek	X	X	AOS
19	215640-0161	HPA JV Borrower 2019-1 ML L		X	AOS
20	768130-0000	Condominium (Res) - Seawind		X	AOS
21	162204-9167	McGraw, W. C. (See Note 2 below)		X	AOS

Notes:

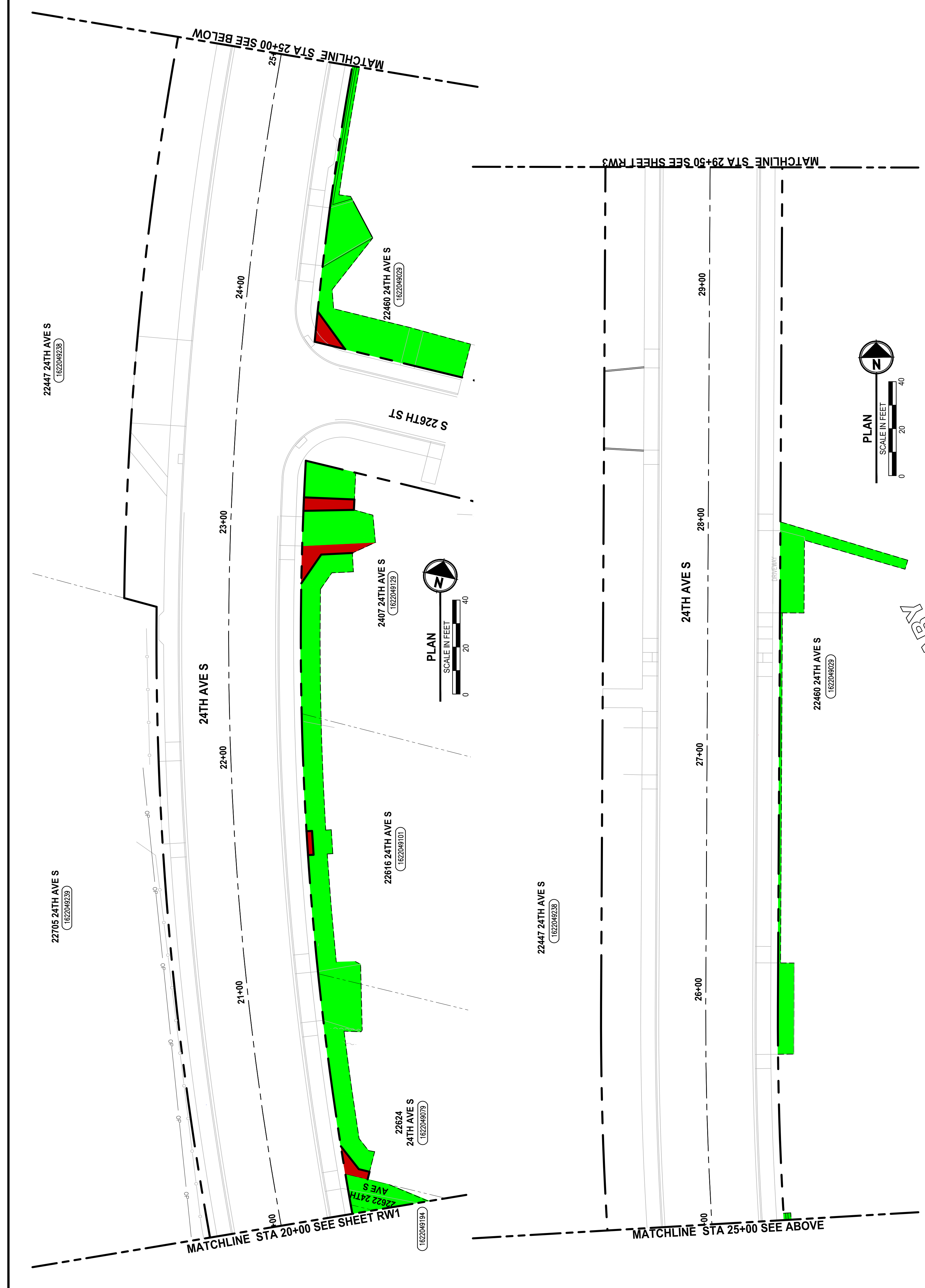
- 1) AR = Appraisal and Appraisal Review reports; AOS = Administrative Offer Summary worksheet. Subject to completion of an approved Right of Way Plan, an Appraisal and Appraisal Review may not be required for Parcel No. 1 (Wood) reducing the related fee estimate.
- 2) Possible Temporary Construction Easement may be required from the owner (McGraw) having fee simple ownership of tax parcel 1622049167 which is the north half of S. 277th Place (Public Street).

PROPERTY ACQUISITIONS
 1,047.3 SF ROW ACQUISITION
 1,556.5 SF TEMPORARY EASEMENT ACQUISITION

LEGEND

- PROP ROW LINE
- PROP PERMANENT ESMT AREA
- PROP TEMP ESMT LINE
- PROP TEMP ESMT AREA

PARCEL #	ROW (SF)	TCE (SF)
1622049194	12	25
1622049079	12	696
1622049101	24	887
1622049129	59	859
1622049029	88	0



PRELIMINARY

90% REVIEW SUBMITTAL
 NOT FOR CONSTRUCTION

DRAMS NO.
X OF 82
RW2

RIGHT OF WAY PLANS
 STA 20+00 TO STA 29+50

PROJECT NAME
24TH AVENUE SOUTH
 SEGMENT 2- ROADWAY IMPROVEMENTS
 DES MOINES, WASHINGTON

Parametrix
 ENGINEERING PLANNING ENVIRONMENTAL SCIENCES
 1019 39TH AVENUE SE, SUITE 100 | FLYVALLUP, WA 98374
 P 253.604.6600
 WWW.PARAMETRIX.COM

ONE INCH AT FULL SCALE
 IF NOT, SCALE ACCORDINGLY
 FILE NAME: 242025-ROW_recovery
 JOB NO: 214-1792-025
 DATE: MAY 2022

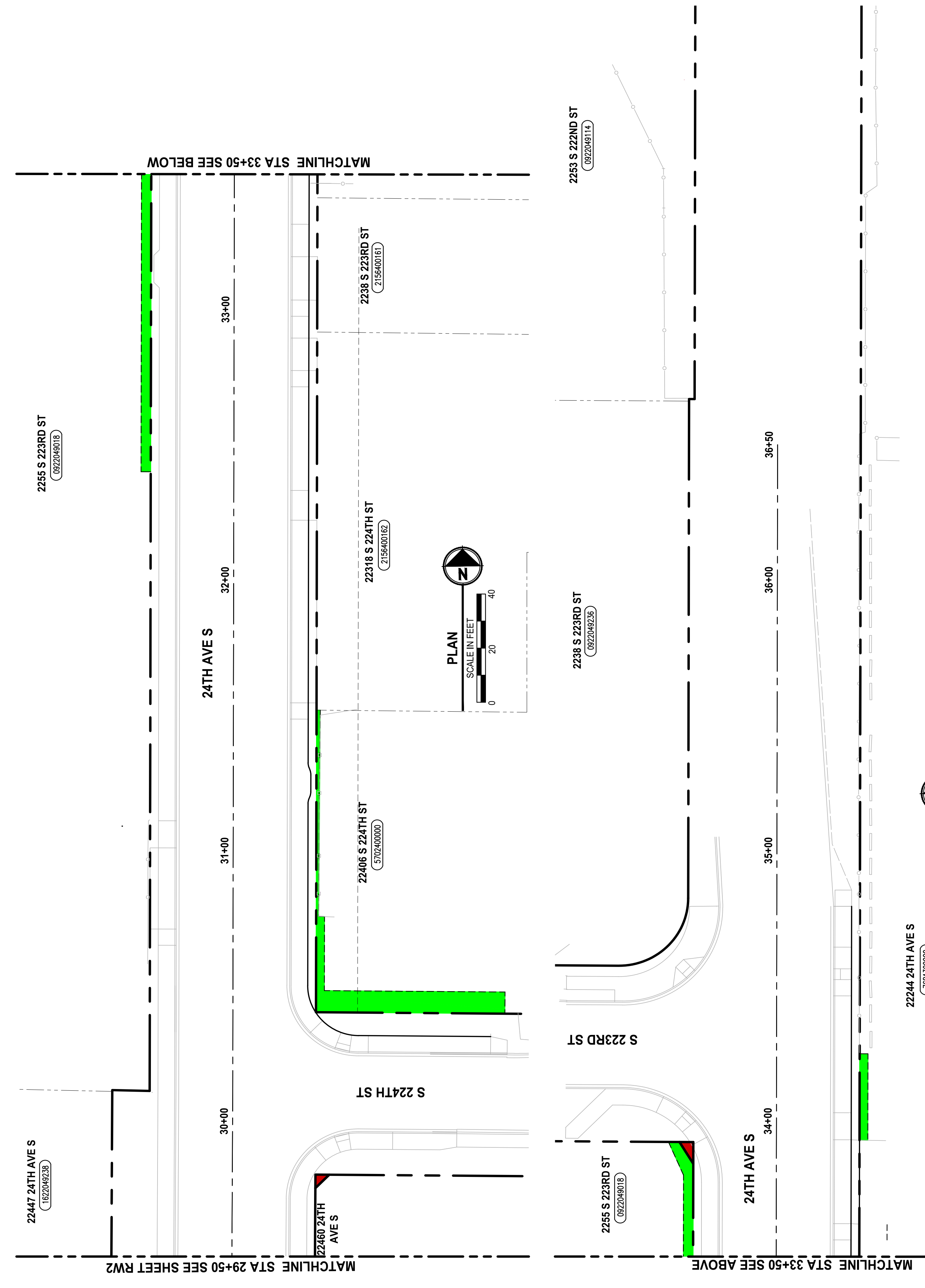
REVISIONS	DATE	BY	DESIGNED	APPROVED
		M. VASSEY	M. VASSEY	
		M. VASSEY		

PROPERTY ACQUISITIONS
 610.8 SF ROW ACQUISITION
 1,085.7 SF TEMPORARY EASEMENT ACQUISITION

ROW TABLE

PARCEL #	ROW (SF)	TCE (SF)
5702400000	38	326
2156400161	0	173
7681300000	0	167

LEGEND
 - - - - - PROP ROW LINE
 - - - - - PROP PERMANENT ESMT AREA
 - - - - - PROP TEMP ESMT LINE
 - - - - - PROP TEMP ESMT AREA



PRELIMINARY

90% REVIEW SUBMITTAL
 NOT FOR CONSTRUCTION

DRAWING NO.
 X OF 82
RW3

RIGHT OF WAY PLANS
STA 29+50 TO END OF PROJECT

PROJECT NAME
24TH AVENUE SOUTH
SEGMENT 2- ROADWAY IMPROVEMENTS
 DES MOINES, WASHINGTON

Parametrix
 ENGINEERING PLANNING ENVIRONMENTAL SCIENCES
 1019 39TH AVENUE SE, SUITE 100 | FLYVALLUP, WA 98374
 P 253.604.6600
 WWW.PARAMETRIX.COM

ONE INCH AT FULL SCALE
 IF NOT, SCALE ACCORDINGLY
 FILE NAME: 1720-01-24\HMS\995\CAD\DWG
 JOB NO: 22025-ROW_recovery
 DATE: 214-1792-025
 DAY: MAY 2022

REVISIONS	DATE	BY	DESIGNED	APPROVED
			M. VASSEY	
			M. VASSEY	
			CHECKED	
			APPROVED	

May 3, 2022

Universal Field Services, Inc.

Fee Estimate
24th Avenue South Roadway Improvements
Right of Way Acquisition Services

DIRECT SALARY COSTS (DSC)

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 ROW Oversight	19.0	X	\$61.73	\$	1,173
2 Project Manager	111.00	X	\$54.00	= \$	5,994
3 Acquisition Specialist	799.0	X	\$43.50	= \$	34,757
4 Title / Escrow Specialist	160.0	X	\$33.00	= \$	5,280
5 Sr Administrative Specialist	114.0	X	\$29.00	= \$	3,306
Total Hours	1203.00			Subtotal Direct Salary Costs (DSC) = \$	50,509
Overhead (OH)	51.05%			\$	25,785
Fixed Fee (FF)	30%			\$	15,153
				TOTAL DSC = \$	91,447

DIRECT NONSALARY COSTS (DNSC)

Mileage	3750	miles @ \$ 0.585	\$	2,194
Miscellaneous Expenses (see note 4 below)			\$	600
			TOTAL DNSC = \$	2,794

SUBCONSULTANTS

AOS Valuation Reports	(20 each)	R.F. Duncan and Associates	\$	13,000
Appraisal	(1 each)	R.F. Duncan and Associates	\$	3,500
Appraisal Review	(1 each)	SH&H Valuation Consulting	\$	1,500
			TOTAL SUBCONSULTANT FEES = \$	18,000

TOTAL ESTIMATE AMOUNT = \$ 112,241

Notes:

- 1.) Universal reserves the right to re-negotiate estimate total if Notice to Proceed not provided within 180 days from the date of this estimate.
- 2.) Mileage to be billed at \$0.585/mile or the approved IRS rate at the time mileage is incurred.
- 3.) See Table A in the Scope of Work for list of parcels impacted.
- 4.) Reimbursable miscellaneous expenses including but not limited to postage, parking, road tolls, ferry fees printing, etc, at cost - no markup.
- 5.) This fee estimate is based on UFS Scope of Work dated **May 3, 2022**.

Fee Estimate 24th Avenue South Roadway Improvements Right of Way Acquisition Services

Parcel Information			Real Property Rights to Acquire			Acquisition					
No.	Tax Pcl No.	Owner	Permanent Roadway Easement	Temporary Construction Easement	Valuation Type (See Note 1)	ROW Oversight	PM	Acq	Title Escrow	Admin	Mileage
1	162204-9144	Wood, Corenia C. (Trustee)	X	X	AR	0.5	6	41	3	2	175
2	713800-0090	Almquist, Terrence		X	AOS	0.5	3	32	3	2	175
3	162204-9237	King County Property Services		X	AOS	0.5	3	38	3	2	175
4	162204-9110	Hung, Vo	X	X	AOS	0.5	3	35	3	2	175
5	162204-9133	Hiatt, Mary	X	X	AOS	0.5	2.5	28	3	2	175
6	162204-9003	Hiatt, Mary	X	X	AOS	0.5	2.5	28	3	2	175
7	162204-9137	Wubet, Tsadkan / Minda Seife B.1415161	X	X	AOS	0.5	3	35	3	2	175
8	162204-9152	Hardrath, William T.	X	X	AOS	0.5	3	35	3	2	175
9	162204-9155	Kolkana, Dennis & Amanda	X	X	AOS	0.5	3	35	3	2	175
10	162204-9185	Grace Lutheran Church	X	X	AOS	0.5	4.5	41	3	2	175
11	162204-9132	Gomez, Leticia & Gilgardo	X	X	AOS	0.5	3	39	3	2	175
12	162204-9239	Highline School District No. 401	X		AOS	0.5	3	41	3	2	175
13	162204-9194	Ehlinger, Richard	X	X	AOS	0.5	3	35	3	2	175
14	162204-9079	Dimaggio, Raelynn & McMullen S.	X	X	AOS	0.5	3	35	3	2	175
15	162204-9101	Miller, Arthur W.	X	X	AOS	0.5	3	35	3	2	175
16	162204-9129	Weeks, Walter Jr. M & Yong O.	X	X	AOS	0.5	3	35	3	2	175
17	162204-9029	Midway Community Covenant Church	X		AOS	0.5	4.5	41	3	2	175
18	570240-0000	Condominium (RES) - Pine Creek	X	X	AOS	0.5	3	43	6	2	175
19	215640-0161	HPA JV Borrower 2019-1 ML L		X	AOS	0.5	3	25	3	2	175
20	768130-0000	Condominium (RES) - Seawind		X	AOS	0.5	3	34	6	2	175
21	162204-9167	McGraw, W.C. (See Note 2 below)		X	AOS	3	5	50	8	2	250
Right of Way Kick- Off Meeting (2 UFS Staff - Video Conference Call)						1.5	1.5	0	0	0	0
Prepare for and participate in ten (10) Progress Meetings (2 UFS Staff -Video Conference Calls)						0	15	12	0	0	0
Provide eight (8) monthly progress reports						0	4	4	4	4	0
Coordinate with City for Acquisition document approvals						2	3	3	0	3	0
Prepare nineteen (19) Parcel Title Summary Memo's						0	0	0	73	0	0
Sample "Introduction / Informational" letter						0.5	1	0	0	1	0
Subcontract with and manage Appraiser and Review Appraiser if necessary						2	1.5	2	0	1	0
Prepare twenty-one (21) Offer packages						0	6	8	0	42	0
Coordinate Parcel Closing process with City staff for twenty-one (21) settlement packages						0	9	9	9	21	0
						19.0	111.0	799.0	160.0	114.0	3750.0

R.F. DUNCAN & ASSOCIATES INC.

APPRAISERS & CONSULTANTS IN REAL ESTATE

January 14, 2022

Mr. Mitch Legal, Vice-President SR/WA
Universal Field Services, Inc.
111 Main St, #105
Edmonds, WA 98020

RE: City of Des Moines; 24th Avenue South Roadway Improvements; Proposal for 20
Administrative Offer Summaries (AOS), and 1 Appraisal.

Dear Mr. Legal:

Our proposal to prepare 20 AOS reports, and 1 appraisal on the above referenced project is a fee of \$650 per AOS, and \$3,500 for the 1 appraisal, for a total fee of \$16,500. (20 AOSs @ \$650/report) + (1 appraisal @ \$3,500)). All deliverables will be WSDOT compliant. We can deliver all of the AOSs within 4 weeks of receiving notice to proceed, and the appraisal within the 8 weeks from notice to proceed.

Thank you for the opportunity to submit this proposal on this important project.

Sincerely,



Richard F. Duncan, MAI

TELEPHONE (360) 951-8258 • FAX (360) 867-1059
PO BOX 12300 • OLYMPIA, WASHINGTON 98508



January 19, 2022

Mitch Legel, SR/WA
Vice President/NW Region
Universal Field Services
111 Main Street, Suite 105
Edmonds, WA 98020

RE: Appraisal Review Services
24th Avenue South Roadway Improvements
Des Moines, WA

Dear Mr. Legel:

Per our recent correspondence, this letter is to address appraisal services relevant to completing a potential review of assessor's parcel number 1622049144 with a physical address of 2400 Kent Des Moines Road. It is my understanding that the property may be impacted by proximity issues. The review appraisal will conform to the current review appraisal guidelines of the Uniform Standards of Professional Appraisal Practice (USPAP) as well as conform to WSDOT review requirements.

If the parcel is impacted by proximity issues the fee to review the appraisal is \$1,500. If there are no proximity issues and the appraisal problem is non-complicated the fee to complete the review is \$1,200. The review can be completed within two weeks of receipt of the appraisal.

Sincerely,

A handwritten signature in blue ink that reads "Barbro A. Hines".

Barbro A. Hines, MAI, SRA
State of Washington Certification 1001044

Client: City of Des Moines
Project: 24th Avenue South Right-of-Way Acquisition Services
Project No: 214-1792-033

Budget Estimate

Task	SubTask	Description	Labor Dollars	Labor Hours	Regional Division Manager	Designer IV	Survey Supervisor	Technical Lead	Sr Project Control Specialist	Project Accountant
01		Right-of-Way Acquisition	\$51,784.71	313	Austin Fisher	John M. Betzvog	Lucas M. Miller	Steven N. Sharpe	Christy Pope	Kassie N. Winters
	01	Task Administration & QC/QA	\$9,366.72	48	16				24	8
	02	Right-of-Way Acquisition-UFS	(see below)							
	03	Coordination with UFS	\$7,498.24	40	8	32				
	04	ROW Plans	\$14,913.32	88	8	40	20	20		
	05	Legal Descriptions & Exhibits	\$20,006.43	137			47	90		

Subconsultants

Universal Field Services Inc	\$112,241.00
Subconsultants Total:	\$112,241.00

Other Direct Expenses

Other Direct Costs	\$1,000.00
Title Reports	\$15,000.00
Other Direct Expenses Total:	\$16,000.00

TA 2022-02 Total **\$180,025.71**



PROPERTY ACQUISITIONS
 1,047.3 SF ROW ACQUISITION
 1,556.5 SF TEMPORARY EASEMENT ACQUISITION

LEGEND

- PROP ROW LINE
- PROP PERMANENT ESMT AREA
- PROP TEMP ESMT LINE
- PROP TEMP ESMT AREA

PARCEL #	ROW (SF)	TCE (SF)
1622049194	12	25
1622049079	12	696
1622049101	24	887
1622049129	59	859
1622049029	88	0

PRELIMINARY

90% REVIEW SUBMITTAL
 NOT FOR CONSTRUCTION

DRAWING NO.
 X OF 82
RW2

RIGHT OF WAY PLANS
 STA 20+00 TO STA 29+50

PROJECT NAME
24TH AVENUE SOUTH
SEGMENT 2- ROADWAY IMPROVEMENTS
 DES MOINES, WASHINGTON

Parametrix
 ENGINEERING PLANNING ENVIRONMENTAL SCIENCES
 1019 39TH AVENUE SE, SUITE 100 | FLYVALLUP, WA 98374
 P 253.604.6600
 WWW.PARAMETRIX.COM

ONE INCH AT FULL SCALE
 IF NOT, SCALE ACCORDINGLY

FILE NAME: 1792-025-ROW_recovery
 JOB NO: 214-1792-025
 DATE: MAY 2022

REVISIONS	DATE	BY	DESIGNED	CHECKED	APPROVED
			M. VASSEY		
			M. VASSEY		

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**CITY OF DES MOINES
2022-2027 CAPITAL IMPROVEMENT PLAN
(Amount in Thousands)**

24th Ave S. Improvements Project (Segment 2)	Project #	319,606
Summary Project Description:		
Construct 3-lane roadway with bike lanes and sidewalks, two-way left turn lane, illumination, storm drainage, and pedestrian cross-walks from S. 224th Street to Kent-Des Moines Road. This project will be completed in conjunction with SWM's 24th Ave. Pipeline Replacement project extension to South 227th Street.		
CIP Category: Transportation - Capital Projects		
Managing Department: Plan, Build & PW Admin		

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

PROJECT SCOPE				ANNUAL ALLOCATION														
Expenditures	Current Budget	Requested Change	Total Budget	Project to Date 12/31/20	2021		2022		2023		2024		2025		2026		2027	
					Scheduled Year	Plan Year	Scheduled Year	Plan Year	Scheduled Year	Plan Year	Scheduled Year	Plan Year	Scheduled Year	Plan Year	Scheduled Year	Plan Year		
Design	504	-	504	260	244	-	-	-	-	-	-	-	-	-	-	-	-	-
Land & Right of Way	65	100	165	-	65	100	-	-	-	-	-	-	-	-	-	-	-	-
Construction	3,916	471	4,387	-	-	4,387	-	-	-	-	-	-	-	-	-	-	-	-
Contingency	450	-	450	-	40	410	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	4,935	571	5,506	260	349	4,897	-	-	-	-	-	-	-	-	-	-	-	-

Funding Sources	Current Budget	Requested Change	Total Budget	Project to Date 12/31/20	2021		2022		2023		2024		2025		2026		2027	
					Scheduled Year	Plan Year	Scheduled Year	Plan Year	Scheduled Year	Plan Year	Scheduled Year	Plan Year	Scheduled Year	Plan Year				
ASE (Automated Speed Enforcement) Transfer	208	-	208	208	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ASE (Automated Speed Enforcement) Transfer (Unsecured)	120	-	120	-	-	120	-	-	-	-	-	-	-	-	-	-	-	-
Traffic Impact Fees - City Wide	933	-	933	32	52	849	-	-	-	-	-	-	-	-	-	-	-	-
TIB Grant (Secured)	3,674	(11)	3,663	79	373	3,211	-	-	-	-	-	-	-	-	-	-	-	-
ROW In-Lieu	-	200	200	-	-	200	-	-	-	-	-	-	-	-	-	-	-	-
Arterial Pavement Fund	-	382	382	-	-	382	-	-	-	-	-	-	-	-	-	-	-	-
Total Funding	4,935	571	5,506	319	425	4,762	-	-	-	-	-	-	-	-	-	-	-	-

OPERATING IMPACT														
Operating Impact	2021		2022		2023		2024		2025		2026		2027	
	Scheduled Year	Plan Year	Scheduled Year	Plan Year	Scheduled Year	Plan Year	Scheduled Year	Plan Year	Scheduled Year	Plan Year	Scheduled Year	Plan Year	Scheduled Year	Plan Year
Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Impact	-	-	-	-	-	-	-	-	-	-	-	-	-	-

*SWM portion of project detailed on project 451.815.

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: One Washington Memorandum of Understanding

ATTACHMENTS:

- 1. One Washington Memorandum of Understanding

FOR AGENDA OF: May 12, 2022

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: May 5, 2022

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- Legal /s/ TG
- Finance *Brookline White*
- Courts ____
- Police ____

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

Purpose and Recommendation

The purpose of this item is for the Council to consider a Memorandum of Understanding (MOU) between Washington municipalities related to the potential allocation of settlement funds from pending opioid litigation. The following motion will appear on the consent calendar:

Suggested Motion

Motion: "I move to approve the MOU with Washington municipalities related to the potential allocation of settlement funds from pending opioid litigation."

Background:

Across the nation, there have been multiple lawsuits against the manufacturers and distributors of opioid drugs (e.g., OxyContin). The central claim in these opioid lawsuits is that drug manufacturers and distributors improperly marketed and distributed opioids leading to the deaths of hundreds of thousands of Americans and significant costs to governments dealing with the impacts of drug addiction.

The Attorney General of Washington recently entered into a settlement agreement on behalf of the State with several distributors and manufacturers. The Attorney General also has an additional lawsuit pending against manufacturer Johnson and Johnson that is not yet at the trial stage

The law firm Keller Rorbach represents 29 local Washington governments currently suing the opioid defendants in a separate lawsuit. At this time they are seeking to get agreement from all Washington local governments (or as many as they can) on an MOU regarding the allocation of any settlement funds from their lawsuit.

If the City takes part in the MOU it would not be a party to the litigation but would be a “Participating Local Government” that becomes eligible to receive settlement funds to address opioid addiction impacts. The parties wish to have as many jurisdictions as possible involved in the settlement so as to avoid continuing liability and potential future payouts.

Discussion:

The proposed MOU allocates settlements funds based on a formula used in other states and jurisdictions where settlements have already occurred.

It considers:

- (1) The amount of opioids shipped to the county;
- (2) The number of opioid deaths in the county; and
- (3) The number of people who suffer opioid use disorder in that county.

This data is available only on a county level and not at the city level.

The proposed allocations to cities is determined using a formula utilizing historical federal data showing how a specific city has made opioids epidemic-related expenditures in the past. Only cities over 10,000 population are eligible to receive funds. The funds must be spent to alleviate and abate the effects of opioid addiction (e.g. providing treatment).

The settlement funds initially will be allocated on a regional level to “Opioid Abatement Councils” which will approve the uses to which the funds may be put. The City could potentially pool any settlement funds it receives with the County and other cities to pursue county-wide strategies to combat the effects of opioid addiction. Those decisions however can be made at a later date.

Alternatives:

Decline to enter into the MOU. If the City does not enter into this MOU, any future funds designated for the City would instead go to King County.

Financial Impact:

Under the terms of this MOU, King County and all the eligible cities in the county will receive a total of roughly 14% of the funds made available through a potential settlement. The City’s allocation is expected to be 0.11% of the total settlement funds for Washington.

Since settlement discussions are still occurring, there is no information on the total amount of the settlement. Nationally, the settlement between the distributors and Johnson and Johnson and the other 48 states was for \$26 billion to be paid over 18 years.

By entering into this MOU, the City will not be taking on liability to pay litigation costs or attorney fees.

Recommendation:

Legal recommends approval.

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**ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN
WASHINGTON MUNICIPALITIES**

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. “Allocation Regions” are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.
2. “Approved Purpose(s)” shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.
3. “Effective Date” shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.
4. “Litigating Local Government(s)” shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11 of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The “Washington State Accountable Communities of Health” or “ACH” shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the “County Total” line item in Exhibit B. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, Lewis, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

- i. Developing a methodology for obtaining proposals for use of Opioid Funds.
- ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
- iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
- iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.
- v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.
- vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

- ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.
- iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:
 - (i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
 - (ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
 - (iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.
- iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.
- v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.
- vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
- vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq.* Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq.*

D. Payment of Counsel and Litigation Expenses

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund (“GFF”) shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the “Opioid Fee and Expense Committee”) consisting of one representative of the following law firms: (a) Keller Rohrbach L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments’ private counsel’s representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s)), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit “tax” imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP (“Common Benefit Tax”). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments’ private counsel’s representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

E. General Terms

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

This One Washington Memorandum of Understanding Between Washington Municipalities is signed this ____ day of _____, 2022 by:

Name & Title _____

On behalf of _____

EXHIBIT A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose).

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children’s Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith-based communities as systems to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

EXHIBIT B

County	Local Government	% Allocation
<u>Adams County</u>		
	Adams County	0.1638732475%
	Hatton	
	Lind	
	Othello	
	Ritzville	
	Washtucna	
	County Total:	0.1638732475%
<u>Asotin County</u>		
	Asotin County	0.4694498386%
	Asotin	
	Clarkston	
	County Total:	0.4694498386%
<u>Benton County</u>		
	Benton County	1.4848831892%
	Benton City	
	Kennewick	0.5415650564%
	Prosser	
	Richland	0.4756779517%
	West Richland	0.0459360490%
	County Total:	2.5480622463%
<u>Chelan County</u>		
	Chelan County	0.7434914485%
	Cashmere	
	Chelan	
	Entiat	
	Leavenworth	
	Wenatchee	0.2968333494%
	County Total:	1.0403247979%
<u>Clallam County</u>		
	Clallam County	1.3076983401%
	Forks	
	Port Angeles	0.4598370527%
	Sequim	
	County Total:	1.7675353928%

*** - Local Government appears in multiple counties B-1

EXHIBIT B

County	Local Government	% Allocation
<u>Clark County</u>		
	Clark County	4.5149775326%
	Battle Ground	0.1384729857%
	Camas	0.2691592724%
	La Center	
	Ridgefield	
	Vancouver	1.7306605325%
	Washougal	0.1279328220%
	Woodland***	
	Yacolt	
	County Total:	6.7812031452%
<u>Columbia County</u>		
	Columbia County	0.0561699537%
	Dayton	
	Starbuck	
	County Total:	0.0561699537%
<u>Cowlitz County</u>		
	Cowlitz County	1.7226945990%
	Castle Rock	
	Kalama	
	Kelso	0.1331145270%
	Longview	0.6162736905%
	Woodland***	
	County Total:	2.4720828165%
<u>Douglas County</u>		
	Douglas County	0.3932175175%
	Bridgeport	
	Coulee Dam***	
	East Wenatchee	0.0799810865%
	Mansfield	
	Rock Island	
	Waterville	
	County Total:	0.4731986040%
<u>Ferry County</u>		
	Ferry County	0.1153487994%
	Republic	
	County Total:	0.1153487994%

*** - Local Government appears in multiple counties B-2

EXHIBIT B

County	Local Government	% Allocation
<u>Franklin County</u>		
	Franklin County	0.3361237144%
	Connell	
	Kahlotus	
	Mesa	
	Pasco	0.4278056066%
	County Total:	0.7639293210%
<u>Garfield County</u>		
	Garfield County	0.0321982209%
	Pomeroy	
	County Total:	0.0321982209%
<u>Grant County</u>		
	Grant County	0.9932572167%
	Coulee City	
	Coulee Dam***	
	Electric City	
	Ephrata	
	George	
	Grand Coulee	
	Hartline	
	Krupp	
	Mattawa	
	Moses Lake	0.2078293909%
	Quincy	
	Royal City	
	Soap Lake	
	Warden	
	Wilson Creek	
	County Total:	1.2010866076%

*** - Local Government appears in multiple counties B-3

EXHIBIT B

County	Local Government	% Allocation
<u>Grays Harbor County</u>		
	Grays Harbor County	0.9992429138%
	Aberdeen	0.2491525333%
	Cosmopolis	
	Elma	
	Hoquiam	
	McCleary	
	Montesano	
	Oakville	
	Ocean Shores	
	Westport	
	County Total:	1.2483954471%
<u>Island County</u>		
	Island County	0.6820422610%
	Coupeville	
	Langley	
	Oak Harbor	0.2511550431%
	County Total:	0.9331973041%
<u>Jefferson County</u>		
	Jefferson County	0.4417137380%
	Port Townsend	
	County Total:	0.4417137380%

*** - Local Government appears in multiple counties B-4

EXHIBIT B

County	Local Government	% Allocation
<u>King County</u>		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	County Total:	26.0505653608%

*** - Local Government appears in multiple counties B-5

EXHIBIT B

County	Local Government	% Allocation
<u>Kitsap County</u>		
	Kitsap County	2.6294133668%
	Bainbridge Island	0.1364686014%
	Bremerton	0.6193374389%
	Port Orchard	0.1009497162%
	Poulsbo	0.0773748246%
	County Total:	3.5635439479%
<u>Kittitas County</u>		
	Kittitas County	0.3855704683%
	Cle Elum	
	Ellensburg	0.0955824915%
	Kittitas	
	Roslyn	
	South Cle Elum	
	County Total:	0.4811529598%
<u>Klickitat County</u>		
	Klickitat County	0.2211673457%
	Bingen	
	Goldendale	
	White Salmon	
	County Total:	0.2211673457%
<u>Lewis County</u>		
	Lewis County	1.0777377479%
	Centralia	0.1909990353%
	Chehalis	
	Morton	
	Mossyrock	
	Napavine	
	Pe Ell	
	Toledo	
	Vader	
	Winlock	
	County Total:	1.2687367832%

*** - Local Government appears in multiple counties B-6

EXHIBIT B

County	Local Government	% Allocation
<u>Lincoln County</u>		
	Lincoln County	0.1712669645%
	Almira	
	Creston	
	Davenport	
	Harrington	
	Odessa	
	Reardan	
	Sprague	
	Wilbur	
	County Total:	0.1712669645%
<u>Mason County</u>		
	Mason County	0.8089918012%
	Shelton	0.1239179888%
	County Total:	0.9329097900%
<u>Okanogan County</u>		
	Okanogan County	0.6145043345%
	Brewster	
	Conconully	
	Coulee Dam***	
	Elmer City	
	Nespelem	
	Okanogan	
	Omak	
	Oroville	
	Pateros	
	Riverside	
	Tonasket	
	Twisp	
	Winthrop	
	County Total:	0.6145043345%
<u>Pacific County</u>		
	Pacific County	0.4895416466%
	Ilwaco	
	Long Beach	
	Raymond	
	South Bend	
	County Total:	0.4895416466%

*** - Local Government appears in multiple counties B-7

EXHIBIT B

County	Local Government	% Allocation
<u>Pend Oreille County</u>		
	Pend Oreille County	0.2566374940%
	Cusick	
	Ione	
	Metaline	
	Metaline Falls	
	Newport	
	County Total:	0.2566374940%
<u>Pierce County</u>		
	Pierce County	7.2310164020%
	Auburn***	0.0628522112%
	Bonney Lake	0.1190773864%
	Buckley	
	Carbonado	
	DuPont	
	Eatonville	
	Edgewood	0.0048016791%
	Enumclaw***	0.0000000000%
	Fife	0.1955185481%
	Fircrest	
	Gig Harbor	0.0859963345%
	Lakewood	0.5253640894%
	Milton***	
	Orting	
	Pacific***	
	Puyallup	0.3845704814%
	Roy	
	Ruston	
	South Prairie	
	Steilacoom	
	Sumner	0.1083157569%
	Tacoma	3.2816374617%
	University Place	0.0353733363%
	Wilkesson	
	County Total:	12.0345236870%
<u>San Juan County</u>		
	San Juan County	0.2101495171%
	Friday Harbor	
	County Total:	0.2101495171%

*** - Local Government appears in multiple counties B-8

EXHIBIT B

County	Local Government	% Allocation
<u>Skagit County</u>		
	Skagit County	1.0526023961%
	Anacortes	0.1774962906%
	Burlington	0.1146861661%
	Concrete	
	Hamilton	
	La Conner	
	Lyman	
	Mount Vernon	0.2801063665%
	Sedro-Woolley	0.0661146351%
	County Total:	1.6910058544%
<u>Skamania County</u>		
	Skamania County	0.1631931925%
	North Bonneville	
	Stevenson	
	County Total:	0.1631931925%
<u>Snohomish County</u>		
	Snohomish County	6.9054415622%
	Arlington	0.2620524080%
	Bothell***	0.2654558588%
	Brier	
	Darrington	
	Edmonds	0.3058936009%
	Everett	1.9258363241%
	Gold Bar	
	Granite Falls	
	Index	
	Lake Stevens	0.1385202891%
	Lynnwood	0.7704629214%
	Marysville	0.3945067827%
	Mill Creek	0.1227939546%
	Monroe	0.1771621898%
	Mountlake Terrace	0.2108935805%
	Mukilteo	0.2561790702%
	Snohomish	0.0861097964%
	Stanwood	
	Sultan	
	Woodway	
	County Total:	11.8213083387%

*** - Local Government appears in multiple counties B-9

EXHIBIT B

County	Local Government	% Allocation
<u>Spokane County</u>		
	Spokane County	5.5623859292%
	Airway Heights	
	Cheney	0.1238454349%
	Deer Park	
	Fairfield	
	Latah	
	Liberty Lake	0.0389636519%
	Medical Lake	
	Millwood	
	Rockford	
	Spangle	
	Spokane	3.0872078287%
	Spokane Valley	0.0684217500%
	Waverly	
	County Total:	8.8808245947%
<u>Stevens County</u>		
	Stevens County	0.7479240179%
	Chewelah	
	Colville	
	Kettle Falls	
	Marcus	
	Northport	
	Springdale	
	County Total:	0.7479240179%
<u>Thurston County</u>		
	Thurston County	2.3258492094%
	Bucoda	
	Lacey	0.2348627221%
	Olympia	0.6039423385%
	Rainier	
	Tenino	
	Tumwater	0.2065982350%
	Yelm	
	County Total:	3.3712525050%
<u>Wahkiakum County</u>		
	Wahkiakum County	0.0596582197%
	Cathlamet	
	County Total:	0.0596582197%

*** - Local Government appears in multiple counties B-10

EXHIBIT B

County	Local Government	% Allocation
<u>Walla Walla County</u>		
	Walla Walla County	0.5543870294%
	College Place	
	Prescott	
	Waitsburg	
	Walla Walla	0.3140768654%
	County Total:	0.8684638948%
<u>Whatcom County</u>		
	Whatcom County	1.3452637306%
	Bellingham	0.8978614577%
	Blaine	
	Everson	
	Ferndale	0.0646101891%
	Lynden	0.0827115612%
	Nooksack	
	Sumas	
	County Total:	2.3904469386%
<u>Whitman County</u>		
	Whitman County	0.2626805837%
	Albion	
	Colfax	
	Colton	
	Endicott	
	Farmington	
	Garfield	
	LaCrosse	
	Lamont	
	Malden	
	Oakesdale	
	Palouse	
	Pullman	0.2214837491%
	Rosalia	
	St. John	
	Tekoa	
	Uniontown	
	County Total:	0.4841643328%

*** - Local Government appears in multiple counties B-11

EXHIBIT B

County	Local Government	% Allocation
<u>Yakima County</u>		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%

*** - Local Government appears in multiple counties B-12

Exhibit C

KING COUNTY REGIONAL AGREEMENT

King County intends to explore coordination with its cities and towns to facilitate a Regional Agreement for Opioid Fund allocation. Should some cities and towns choose not to participate in a Regional Agreement, this shall not preclude coordinated allocation for programs and services between the County and those cities and towns who elect to pursue a Regional Agreement. As contemplated in C.5 of the MOU, any Regional Agreement shall comply with the terms of the MOU and any Settlement. If no Regional Agreement is achieved, the default methodology for allocation in C.4 of the MOU shall apply.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Second Reading - Draft Ordinance
No. 22-023 – Regarding start time for City Council
meetings

ATTACHMENTS:

- 1. Draft Ordinance No. 22-023

FOR AGENDA OF: May 12, 2022

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: May 5, 2022

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- Legal /s/ TG
- Finance _____
- Courts _____
- Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *Michael Shea*

Purpose and Recommendation

The purpose of this item is for the Council to consider for a second time an ordinance to change the official start time of City Council meetings to 6pm.

Suggested Motion

Motion: "I move to adopt Draft Ordinance No. 22-023 to change the official start time of City Council meetings to 6pm."

Background:

City Council meetings have traditionally been held on Thursday nights starting at 7pm. This is codified in DMMC 4.04.020. In March of 2020, during the early days of the COVID-19 Pandemic, the Council moved City Council meetings to Zoom and the start time was changed to 5pm.

Discussion:

The temporary move to an earlier start time caused by the move to virtual meetings was popular with both council members and staff, allowing an easier transition from a normal working day into the meeting and an earlier end time. Additionally, no concerns were expressed from the public regarding the earlier start time. Due to staff and council members working from home, where office space is sometimes shared with the family, earlier meetings allowed for less disruption to scheduling and night-time routines. Finally, members of the public were also able to attend virtually, which offered easier access and eliminated the need to travel to City Hall.

As it is anticipated the Council will return to in-person meetings in the coming months once the Governor lifts his current restriction on in-person only meetings, the Council will return to their normal meeting routine. Currently, the Code states that Council meetings are to be held at City Hall with a start time of 7pm. Given the popularity of an earlier start time, it is being proposed to move the start time of Council meetings from 7pm to 6pm.

The City Council considered this item at the May 5, 2022 Council meeting. It was set over for a second reading on May 12 to allow for additional public comment.

Alternatives:

The Council could propose edits or reject the Ordinance.

Financial Impact:

No impact.

Recommendation:

Administration and Legal recommend approval.

CITY COUNCIL'S DRAFT 05/05/2022

DRAFT ORDINANCE NO. 22-023

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to the day and time of regular City Council meetings, and amending DMMC 4.04.020.

WHEREAS, the time and place for regular meetings of the city council of a code city shall be designated by such city council pursuant to RCW 35A.13.170 and RCW 35A.12.110, and

WHEREAS, the City Council has previously designated the time and place for regular meetings of the Des Moines City Council by ordinance, codified at DMMC 4.04.020, and

WHEREAS, during the COVID 19 Pandemic and Emergency, the City Council temporarily moved meetings to online only and changed the start time to 5:00p.m., and

WHEREAS, as Council meetings return to in-person, the City Council desires to convene Council meetings at an earlier time, and

WHEREAS, after due deliberation, the City Council finds that the provisions of DMMC 4.04.020 should be amended as set forth in this Ordinance; now therefore,

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

Sec. 1. DMMC 4.04.020 and section 1 of Ordinance No. 358 as amended by section 1(A) of Ordinance No. 436 as amended by section 1 of Ordinance No. 562 as amended by section 1 of Ordinance No. 641 as amended by section 4 of Ordinance No. 765 as amended by section 1 of Ordinance No. 1039 as amended by section 1 of Ordinance No. 1538 are each amended to read as follows:

Council meetings - Time.

(1) The regular meetings of the eCity eCouncil are held every Thursday, with the meetings convening at ~~7:00~~6:00 p.m.; except, when the regular meeting date falls on a legal holiday the meeting is canceled and the eCity eCouncil shall not meet.

(2) The presiding officer may cancel a regular meeting at the presiding officer's discretion as the business of the eCity eCouncil requires; except, the eCity eCouncil shall meet at least once each month.

Sec. 2. Severability - Construction.

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

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

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

PASSED BY the City Council of the City of Des Moines this ____ day of _____, 2022 and signed in authentication thereof this ____ day of _____, 2022.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Ordinance No. _____
Page 3 of 3

Published: _____

Effective Date: _____

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