

AMENDED AGENDA

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue S, Suite C.
Des Moines, Washington
Thursday, March 13, 2025 - 6:00 PM**

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE NOT PREVIOUSLY RECEIVED BY COUNCIL

COMMENTS FROM THE PUBLIC

COMMITTEE CHAIR REPORT

- TRANSPORTATION COMMITTEE MEETING: Chair Matt Mahoney
- ENVIRONMENT COMMITTEE MEETING: Chair JC Harris
- PUBLIC SAFETY/EMERGENCY MANAGEMENT COMMITTEE: Chair Traci Buxton

CITY MANAGER REPORT/PRESENTATIONS/BRIEFINGS

- Item 1. 2025 DES MOINES YACHT CLUB COMMODORE – PEGGY CLAAR
- Item 2. CONSIDERATION TO JOIN K4C- KING COUNTY CITIES CLIMATE COLLABORATION
- Item 3. 6 GILL SHARK PRESENTATION
Presentation by Rus Higby with the MaST Center Aquarium

CONSENT AGENDA

- Item 1. APPROVAL OF VOUCHERS
Motion is to approve the payment vouchers through February 27, 2025 and payroll transfers through March 05, 2025 in the attached list and further described as follows:

EFT Vendor Payments	#11460-11506	\$ 501,980.42
Wires	#2877-2884	\$ 375,382.06
Accounts Payable Checks	#166482-166541	\$1,105,068.35
Payroll Checks	#19928-19929	\$ 723.80
Payroll Advice	#19930-19932	\$ 479,689.73
Payroll Checks	#19930-19932	\$ 3,290.34
Payroll Advice	#12791-12960	\$ 518,193.43

Total Checks and Wires for A/P & Payroll: \$ 2,984,328.13

[Approval of Vouchers](#)

- Item 2. APPROVAL OF MINUTES
Motion to approve the minutes from the City Council Study Sessions on January 30, 2025, and February 6, 2025, as well as the City Council Regular Meeting on February 13, 2025.

[Approval of Minutes](#)

- Item 3. REDONDO RESTROOM REPLACEMENT PROJECT – CONSTRUCTION CONTINGENCY AMENDMENT
Motion 1 is to increase the project construction contingency for the Redondo Restroom Replacement Project, in the amount of \$130,000, bringing the total project construction contingency to \$320,000.

Motion 2 is to direct administration to bring forward a budget amendment to the 2025-2030 Capital Improvement Plan and the 2025 Capital Budget to include the amended Redondo Restroom Replacement Project as described herein, and include such amendment in the next available budget amendment ordinance.

[Redondo Restroom Replacement Project – Construction Contingency Amendment](#)

- Item 4. PARKSIDE WETLAND CLEANUP – CONSULTANT SERVICES CONTRACT AWARD
Motion is to approve the Consultant Services Contract with Totem Logistics Inc for the Parkside Wetland Cleanup, in the amount of \$72,195.48, authorize a project contingency in the amount of \$5,000, and further authorize the City Manager to sign said Contract substantially in the form as submitted.

[Parkside Wetland Cleanup – Consultant Services Contract Award](#)

UNFINISHED BUSINESS

- Item 1. AIRPORT ADVISORY COMMITTEE PURPOSE AND COMPOSITION
Staff Presentation by Community Development Director Rebecca Deming

[Airport Advisory Committee Purpose and Composition](#)

NEW BUSINESS

- Item 1. CONSIDERATION TO JOIN K4C- KING COUNTY CITIES CLIMATE COLLABORATION
[Consideration to Join K4C- King County Cities Climate Collaboration](#)
- Item 2. DES MOINES MEMORIAL FLAG TRIANGLE PROJECT – CONTRACT AWARD
Staff Presentation by Surface Water Engineer Alex Johnson, EIT CMIT
[Des Moines Memorial Flag Triangle Project – Public Works Construction Contract Award](#)
- Item 3. 24TH AVE S IMPROVEMENTS PROJECT – CONSTRUCTION CONTINGENCY AMENDMENT
Staff Presentation by Principal Engineer Khai Le, P.E.
[24th Ave S Improvements Project – Construction Contingency Amendment](#)
- Item 4. NEW AGENDA ITEMS FOR CONSIDERATION – 10 Minutes

COUNCILMEMBER REPORTS

(4 minutes per Councilmember) - 30 minutes

PRESIDING OFFICER’S REPORT

EXECUTIVE SESSION

NEXT MEETING DATE

March 27, 2025 City Council Regular Meeting

ADJOURNMENT

[Projected Future Agenda Items](#)

[Public Comment 03.13.2025](#)

CITY OF DES MOINES
Voucher Certification Approval

March 13, 2025

Auditing Officer Certification

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

As of **March 13, 2025** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through February 27, 2025 and payroll transfers through March 5, 2025 included in the attached list and further described as follows:

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


 Jeff Friend, Finance Director

		# From	# To	Amounts
Claims Vouchers:				
EFT's		11460	11506	501,980.42
Wires		2877	2884	375,382.06
AP Checks		166482	166541	1,105,068.35
Total Vouchers paid				1,982,430.83
Payroll Vouchers				
Payroll Checks	2/20/2025	19928	19929	723.80
Payroll Advice		12627	12790	479,689.73
Payroll Checks	3/5/2025	19930	19932	3,290.34
Payroll Advice		12791	12960	518,193.43
Total Paychecks & Direct Deposits				1,001,897.30
Total checks and wires for A/P & Payroll				2,984,328.13

MINUTES

**DES MOINES CITY COUNCIL
STUDY SESSION
City Council Chambers
21630 11th Avenue S, Des Moines, Washington
Thursday, January 30, 2025 - 6:00 PM**

CALL TO ORDER

Mayor Traci Buxton called the meeting to order at 6:02 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Jeremy Nutting.

ROLL CALL

Council Present:

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

Staff Present:

City Manager Katherine Caffrey; City Attorney Tim George; Assistant City Manager Adrienne Johnson-Newton; Harbormaster Scott Wilkins; Director of Community/Administrative Services Bonnie Wilkins; Police Chief Ted Boe; Public Works Director Michael Slevin; City Engineer Tommy Owen; Surface Water and Environmental Engineering Manager Tyler Beekley; IT Manager Chris Pauk; and City Clerk Taria Keane

EXECUTIVE SESSION

**RCW 42.30.110(1)(b) – POTENTIAL ACQUISITION OF REAL ESTATE
- 15 Minutes**

The Special Meeting was called to order by Mayor Traci Buxton at 6:04 p.m.

Council Present:

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

Study Session Minutes
January 30, 2025

Staff Present:

City Manager Katherine Caffrey; Assistant City Manager Adrienne Newton-Johnson; City Attorney Tim George; and Surface Water and Environmental Engineering Manager Tyler Beekley.

The purpose of the Special Meeting was to hold an Executive Session to discuss Potential Acquisition of Real Estate under RCW 42.30.110(1)(b). The Executive Session was expected to last 15 Minutes.

No formal action was taken. The Executive Session lasted 15 minutes.

The meeting adjourned at 6:19 p.m.

Direction/Action

Motion made by Councilmember Jeremy Nutting to direct City Manager to explore grant opportunities including King County Conservation Futures and sustain suitable Parcels within the City that could be acquired to support storm water permit requirements or to preserve or expand the city's tree capacity; seconded by Deputy Mayor Harry Steinmetz.

Motion passed 7-0.

CORRESPONDENCE

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

DISCUSSION ITEMS

Item 1: WSDOT PROPERTY SURPLUS

City Manager Katherine Caffrey gave Council a PowerPoint Presentation on the WSDOT Property Surplus.

Comments from the public must be limited to the items of business on the Study Session Agenda. Please sign in prior to the meeting and limit your comments to three (3) minutes.

- Barbara McMichael, WSDOT Land
- Anne Kroeker, WSDOT Property

Direction/Action

Motion made by Councilmember JC Harris to direct the City to ask to defer the decision to pursue a grant for the purchase of the WSDOT Property until February 17th.

Study Session Minutes
January 30, 2025

Motion died for a lack of a second.

Motion made by Mayor Traci Buxton to decline the offer made by the Washington State Department of Transportation for the purchase of a parcel of land adjacent to South 216th Street in the Barnes Creek Trail for the price of \$5,350,000; seconded by Councilmember Jeremy Nutting.

Motion made by Councilmember JC Harris to defer the decision to February 6th and further move to direct the City to investigate the possibility of subdividing the property to provide an equivalent easement with the southern extent of the property.
Motion died for a lack of a second.

Amended motion made by Councilmember Yoshiko Grace Matsui to direct staff to apply for Conservation Futures Grant with the match waiver or opportunities for Grant Escrow like arrangement from Forterra as an option by February 10th, seconded by Councilmember Gene Achziger.
Amended motion failed 3-4.

For: Councilmember Gene Achziger, Councilmember Yoshiko Grace Matsui, and Councilmember JC Harris.

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

The main motion passed 4-3.

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

Against: Councilmember Gene Achziger, Councilmember Yoshiko Grace Matsui, and Councilmember JC Harris.

Item 2: DISCUSSION ON FIFA 2026 EVENT

Council watched a Webinar on the 2026 FIFA World Cup.

At 7:40 p.m. Councilmember Yoshiko Grace Matsui left the meeting.

At 7:55 p.m. Councilmember JC Harris left the meeting.

No formal action was taken.

Study Session Minutes
January 30, 2025

NEXT MEETING DATE

February 06, 2025 City Council Study Session

ADJOURNMENT

Direction/Action

Motion made by Councilmember Jeremy Nutting to adjourn; seconded by Deputy Mayor Harry Steinmetz.
Motion passed 5-0.

MINUTES

DES MOINES CITY COUNCIL
STUDY SESSION
City Council Chambers
21630 11th Avenue S, Des Moines, Washington
Thursday, February 6, 2025 - 6:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Gene Achziger.

ROLL CALL

Council Present:

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

Council Present via Phone:

Councilmember Jeremy Nutting

Staff Present:

City Manager Katherine Caffrey; City Attorney Tim George; Assistant City Attorney Matt Hutchins; Assistant City Manager Adrienne Johnson-Newton; Public Works Director Michael Stevin; Police Chief Ted Boe; Finance Director Jeff Friend; Community Development Director Rebecca Deming; Planning & Development Services Manager Laura Techico; IT Manager Chris Pauk; and City Clerk Taria Keane

CORRESPONDENCE

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

COMMENTS FROM THE PUBLIC

Comments from the public must be limited to the items of business on the Study Session Agenda. Please sign in prior to the meeting and limit your comments to three (3) minutes.

- Maria Batayola, Airport Committee
- Karen Valoria, Airport Committee
- Steve Edmiston via Video - Airport Committee

- Lloyd Lytle, Planning Commission

DISCUSSION ITEMS

Item 1: MARINA STEPS, REDONDO PIER & BOND PROJECTS

City Manager Katherine Caffrey and Public Works Director Michael Slevin gave Council a PowerPoint Presentation on the Marina Steps, Redondo Pier & Bond Projects.

COMMENTS FROM THE PUBLIC CONTINUED

- Kay Vann, Redondo Pier
- Patrice Thorell, Marina Steps
- Bill Linscott, Marina Steps and Redondo Pier
- Melanie Barlow, Redondo Pier
- Victoria Andrews, Marina Steps
- Mark Eide, Redondo Pier
- Dina Rohm, Redondo Pier
- Coralyn Beck, Redondo Pier
- Jim Irish, Value Engineering

Direction/Action

Motion made by Councilmember JC Harris to amend the bond ordinance to allow the small boat launch to be added to the list of applicable purposes.

Motion died for a lack of second.

Motion made by Councilmember Gene Achziger to fund the Redondo Pier only; seconded by Councilmember Yoshiko Grace Matsui. Motion failed 2-5.

For: Councilmember Gene Achziger, and Councilmember Yoshiko Grace Matsui.

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

Motion made by Councilmember Matt Mahoney to fully fund with Bond proceed the new Pier project, and also to approve task assignment with KPFF in the amount of \$100,000 for additional value engineering and scope reduction for the Des Moines Marina Steps project and authorize

Study Session Minutes
February 6, 2025

the City Manager to sign the task assignment substantially in the form as attached; seconded by Deputy Mayor Harry Steinmetz.
Motion passed 4-3.

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

Against: Councilmember Gene Achziger, Councilmember JC Harris
and Councilmember Yoshiko Grace Matsui.

Motion made by Mayor Traci Buxton to direct staff to bring back to the Council information for the consideration of a Sling Launch and Dry Stack Storage; seconded by Councilmember Gene Achziger.
Motion passed 6-1.

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

Against: Councilmember JC Harris

DISCUSSION ITEMS

Item 2: PLANNING COMMISSION/PLANNING AGENCY DISCUSSION

Community Development Director Rebecca Deming gave Council a PowerPoint Presentation on a Planning Commission.

Council directed staff to add a Planning Commission agenda item to a future Council meeting.

Item 3: AIRPORT ADVISORY COMMITTEE

Community Development Director Rebecca Deming gave Council a PowerPoint Presentation on a Airport Partnership.

Direction/Action

Motion made by Councilmember Yoshiko Grace Matsui to approve the formation of the Airport Advisory Committee as outlined; seconded by Mayor Traci Buxton.

Amended Motion made by Councilmember Matt Mahoney to approve the formation of the Airport Advisory Committee currently outlined in the agenda but subject to further determination at a later date; seconded by Councilmember Yoshiko Grace Matsui.

Study Session Minutes
February 6, 2025

Amended Motion passed 6-1.

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

Against: Councilmember JC Harris

NEXT MEETING DATE

February 13, 2025 City Council Regular Meeting

ADJOURNMENT

Direction/Action

Motion made by Councilmember Gene Achziger to adjourn; seconded
by Deputy Mayor Harry Steinmetz.
Motion passed 7-0.

The meeting adjourned at 9:00 p.m.

[Projected Future Agenda Items](#)

MINUTES

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue S, Suite C
Des Moines, Washington
Thursday, February 13, 2025 - 6:00 PM**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The flag salute was led by Deputy Mayor Harry Steinmetz.

ROLL CALL

Council Present:

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

Council Absent:

Councilmember Yoshiko Grace Matsui

Direction/Action

Motion made by Deputy Mayor Harry Steinmetz to excuse Councilmember Yoshiko Grace Matsui; seconded by Councilmember Jeremy Nutting.
Motion passed 6-0.

Staff Present:

City Manager Katherine Caffrey; City Attorney Tim George; Assistant City Manager Adrienne Johnson-Newton; Director of Community/Administrative Services Bonnie Wilkins; Harbormaster Scott Wilkins; Assistant Harbormaster Katy Bevegni; Assistant Police Chief Kevin Penney; Public Works Director Michael Slevin; City Engineer Tommy Owen; Surface Water and Environmental Engineering Manager Tyler Beekley; Civil Engineer 1 Alex Johnson; Finance Director Jeff Friend; Community Development Director Rebecca Deming; Assistant City Attorney Matt Hutchins; City Prosecutor Tara Vaughn; IT Manager Chris Pauk; and City Clerk Taria Keane

CORRESPONDENCE NOT PREVIOUSLY RECEIVED BY COUNCIL

Regular Meeting Minutes
February 13, 2025

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

COMMENTS FROM THE PUBLIC

- Bill Linscott, Boat Launch and Dry Stack

COMMITTEE CHAIR REPORT

- FINANCE COMMITTEE: Chair Matt Mahoney
 - Councilmember Matt Mahoney provided an update on the Finance Committee meeting held on February 06, 2025.
- PUGET SOUND REGIONAL COUNCIL TRANSPORTATION POLICY BOARD
 - Councilmember Matt Mahoney provided an update on the PSRC Transportation Policy Board meeting held on February 13, 2025.
- ENVIRONMENT COMMITTEE: Chair JC Harris
 - Councilmember JC Harris provided an update on the Environment Committee meeting held on February 13, 2025.
- PUBLIC SAFETY EMERGENCY MANAGEMENT: Chair Traci Buxton
 - Mayor Traci Buxton provided an update on the Public Safety Emergency Management Committee meeting held on February 06, 2025.
- MUNICIPAL FACILITIES COMMITTEE: Chair Jeremy Nutting
 - Councilmember Jeremy Nutting provided an update on the Municipal Facilities Committee meeting held on January 23, 2025.
- ECONOMIC DEVELOPMENT COMMITTEE: Chair Jeremy Nutting
 - Councilmember Jeremy Nutting provided an update on the Economic Development Committee meeting held on January 23, 2025.

CITY MANAGER REPORT/PRESENTATIONS/BRIEFINGS

Item 1: KING COUNTY METRO SOUTH LINK CONNECTIONS MOBILITY PROJECT

City Engineer Tommy Owen along with partners from King County Metro gave Council a PowerPoint Presentation on the King County Metro South Link Connections Mobility Project.

Item 2: DES MOINES CREEK ESTUARY PROJECT

Regular Meeting Minutes
February 13, 2025

Surface Water Engineer along with consultants from Parametrix gave Council a PowerPoint Presentation on the Des Moines Creek Estuary Project.

Item 3: FIELD HOUSE PLAY EQUIPMENT UPDATE

Public Works Director Michael Slevin updated the Council on the Field House Play Equipment.

Item 4: AIRPORT COMMISSION & PLANNING COMMISSION SCHEDULE

Community Development Director Rebecca Deming gave Council a PowerPoint Presentation on a Airport Committee and the Planning Commission.

CONSENT AGENDA

Item 1: APPROVAL OF VOUCHERS

Motion is to approve the payment vouchers through January 30, 2025 and payroll transfers through January 22, 2025 in the attached list and further described as follows:

EFT Vendor Payments	#11306-11389	\$1,844,997.63
Voided EFT	#11284-11284	\$ (375.00)
Wires	#2846-2852	\$ 494,640.33
Accounts Payable Checks	#166385-166446	\$ 924,940.26
Voided AP Checks	#165543, 166144	\$ (525.61)
Payroll Checks	#19920-19921	\$ 431.51
Payroll Advice	#12287-12454	\$ 562,680.38
Payroll Checks	#19908-19908	\$ (3502.82)
Voided Payroll Check	#19922-19922	\$ 3502.82

Total Checks and Wires for A/P & Payroll: \$ 563,093.89

Item 2: BLACK HISTORY MONTH PROCLAMATION

Motion is to approve the Proclamation recognizing February as Black History Month.

Item 3: BARNES CREEK TRAIL - SOUTH 240TH STREET CONSULTANT CONTRACT

Motion is to approve Supplement #2 for KPG Psomas to provide final design and right-of-way services for the Barnes Creek Trail Project in

Regular Meeting Minutes
February 13, 2025

the amount of \$88,516.51 and further authorize the City Manager to sign said Contract Amendment substantially in the form as submitted.

Item 4: SENIOR CENTER ROOF CONTRACT AMENDMENT

Motion is to approve Change Order 1 to the Public Works Contract with Allied Roofing Installation Services LLC for the 2024 Senior Activity Center Upper Roof Replacement in the amount of \$24,795.00, and authorize a project construction contingency in the amount of \$2,479.50, and further authorize the City Manager to sign said Change Order substantially in the form as submitted.

Item 5: FIELD HOUSE PLAYGROUND EQUIPMENT UPGRADE PROJECT AGREEMENT

Motion is to approve the 2022-2023 On-Call General Civil Engineering Services Task Assignment 2022-03 Supplement 5 with Perteet Inc. for the Field House Playground Equipment Upgrade Project in the amount of \$7,231.00 for Construction Administration Services, and further authorize the City Manager to sign said Agreement substantially in the form as submitted.

Direction/Action

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

Councilmember Gene Achziger pulled Consent Agenda Item #2.

The remainder of the Consent Agenda was approved 6-0.

Council discussed Agenda Item #2.

Motion made by Councilmember Gene Achziger to approve Consent Agenda Item #2 as read; seconded by Councilmember Matt Mahoney. Motion passed 6-0.

Mayor Traci Buxton read the Black History Month Proclamation into the record.

UNFINISHED BUSINESS

Item 1: DES MOINES CREEK ESTUARY PROJECT, ON-CALL GENERAL ENGINEERING SERVICES TASK ASSIGNMENT WITH PARAMETRIX

Direction/Action

Motion made by Councilmember Jeremy Nutting to approve the 2024-2025 On-Call General Civil Engineering Services Task Assignment

Regular Meeting Minutes
February 13, 2025

2024-06 with Parametrix Inc. to provide preliminary engineering and permitting services for the Des Moines Creek Estuary Project in the amount of \$289,816.30 and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted; seconded by Deputy Mayor Harry Steinmetz.
Motion passed 6-0.

Item 2: BOAT LAUNCH AND DRY STACK STORAGE FEASIBILITY STUDY

Harbormaster Scott Wilkins gave Council a PowerPoint Presentation on the Boat Launch and Dry Stack Storage Feasibility Study.

Council discussed Boat Launch and Dry Stack Storage Feasibility Study perimeters.

No formal action was taken.

NEW BUSINESS

Item 1: NEW AGENDA ITEMS FOR CONSIDERATION – 10 Minutes

- Councilmember Matt Mahoney asked for Council's support on having a 6 Gill Shark Presentation be brought to Council.
Council supported.

COUNCILMEMBER REPORTS

(4 minutes per Councilmember) - 30 minutes

COUNCILMEMBER JC HARRIS

- King County Emergency Management Advisory Committee
- Black History Month

COUNCILMEMBER MATT MAHONEY

- Valentine's Day Dance at the Activity Center

COUNCILMEMBER JEREMY NUTTING

- No Report

COUNCILMEMBER GENE ACHZIGER

- Nonprofit Summit

Regular Meeting Minutes
February 13, 2025

DEPUTY MAYOR HARRY STEINMETZ

- Iris and Peony Grand Opening
- What's Up Des Moines
- Soundside Alliance
- Waterland Pride Breakfast
- Sound Cities Association Public Issues Committee
- Destination Des Moines Meeting

PRESIDING OFFICER'S REPORT

- What's Up Des Moines
- Ribbon Cutting at Pathways Park
- Visit with Commissioner Felleman
- Puget Sound Regional Council Executive Board
- Mayors Minute

NEXT MEETING DATE

February 27, 2025 City Council Regular Meeting

ADJOURNMENT

Direction/Action

Motion made by Deputy Mayor Harry Steinmetz to adjourn; seconded by Councilmember Jeremy Nutting.
Motion passed 6-0.

The meeting adjourned at 8:32 p.m.

[Projected Future Agenda Items](#)

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Redondo Restroom Replacement
Project – Construction Contingency
Amendment

ATTACHMENTS:

1. Redondo Restroom Replacement Project
CIP Budget Worksheet
2. Redondo Paid Parking CIP Budget
Worksheet

FOR AGENDA OF: March 13, 2025

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: March 3, 2025

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Katherine Coffey*

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval for authorization of additional construction contingency on the Redondo Restroom Replacement Project to allow paid parking infrastructure for the separate Redondo Paid Parking Project to be installed by the City's contractor, and for City Council to direct administration to bring forward an amendment to the 2025-2030 Capital Improvement Plan and 2025 Capital Budget (Attachment 1 and 2). The following motion(s) will appear on the Consent Agenda:

Suggested Motion(s)

Motion 1: “I move to increase the project construction contingency for the Redondo Restroom Replacement Project, in the amount of \$130,000, bringing the total project construction contingency to \$320,000

Motion 2: “I move to direct administration to bring forward a budget amendment to the 2025-2030 Capital Improvement Plan and the 2025 Capital Budget to include the amended Redondo Restroom Replacement Project as described herein, and include such amendment in the next available budget amendment ordinance.”

Background

The Redondo restroom facility has exceeded its expected service life and is showing significant degradation and deterioration. Given the current location of the restroom facility situated over tidelands, maintenance of the facility has become unsustainable due to the corrosive environment and aging timber piles. With the current restroom sited over the water, there are infrastructure challenges that are exacerbated with the saltwater environment.

The Redondo Restroom Replacement Project includes removing the existing restroom structure, disposal of existing creosote treated timber and constructing a new concessions/restroom building located within the Redondo Parking Lot. Associated civil improvements adjacent to the new restroom building will also be installed, including some infrastructure for the new parking lot payment system.

At the June 8, 2023, City Council meeting, the City passed Ordinance No. 23-022 providing for the issuance, sale and delivery of limited tax general obligation bonds for the purpose of constructing public amenities and capital improvements. The Redondo Restroom Project (MCCIP0018) was included in the bond.

At the September 24, 2023, City Council meeting, the City accepted a grant from the Washington State Recreation and Conservation Office (RCO) in the amount of \$681,903.00.

In the spring of 2024, City staff successfully secured all required federal, state, and local permits for the Redondo Fishing Pier and Restroom.

On April 17, 2024, a bid opening was held for the combined Redondo Fishing Pier and Restroom Replacement Project. However, only one bid was received and it exceeded the engineering estimate. As a result, City Council directed staff to reject the bid.

On May 29, 2024, the Redondo Restroom Replacement project was advertised for solicitation of bids as a stand-alone project with a Bid Opening on June 18, 2024.

At the July 11, 2024, City Council meeting, the City Council approved a construction contract with the low bid contractor, Christensen Inc. General Contractor. The contractor was given notice to proceed on August 12, 2024, and has worked diligently to complete the project according to the contract. The construction contract amount with Christensen Inc. General Contractor is \$1,882,952.93. Construction administration and inspections services are being provided by Exeltech Consulting, Inc.

The City has a CIP project to install paid parking equipment to replace the old system in the Redondo Parking Lot. The primary objective is to reintroduce a paid parking system that is both user-friendly and reliable. This new system aims to enhance security, curb illegal and improper use of the parking facilities, and establish a steady source of revenue.

Discussion

During the construction of the Redondo Restroom Replacement Project, the scope of work was expanded to include the installation of the Redondo paid parking infrastructure. The additional work included the installation of conduits for the future parking system, concrete islands, foundation pads for the parking machine and gate, and steel bollards. To support these added work items, additional design and design work was required to develop detailed construction plans and specifications for the contractor.

This expansion of the Redondo Restroom Replacement scope was initiated as a collaborative effort between the Marina and Engineering Services. By incorporating the Redondo paid parking infrastructure into the Redondo Restroom Replacement project, the City was able to take advantage of economies of scale, reducing overall costs and maximizing the efficiency of staff workload. This approach not only optimized the use of taxpayer dollars, but also helps to prevent future damage to the newly constructed restroom facility and surrounding civil improvements, which could have occurred if the parking infrastructure were installed separately at a later time.

The increased project contingency and budget amendment request provides additional construction funding to account for the above project challenges as well as provide a modest contingency throughout the project until physical completion is granted.

Of the \$130,000 additional project contingency, \$97,000 will be allocated for the paid parking infrastructure and is fully funded in the Redondo Paid Parking CIP budget.

A grant from the WA State Department of Commerce in the amount of \$1,852,000 was originally awarded to the combined Redondo Fishing Pier and Restroom Replacement Project. Due to timing of the pier replacement, this grant has been re-allocated to the Redondo Restroom Replacement project to avoid the potential risk of losing the grant and any future funding opportunities from the WA State Department of Commerce. As a result, the debt proceeds in the Redondo Restroom Replacement project funding will be utilized for other capital improvement projects.

Alternatives

The City Council could choose not to act on the motions, thereby placing project completion at risk. This is not advisable given the associated \$681,903 in grant funding from the Recreation and Conservation Office (RCO) and \$1,852,000 in grant funding from WA State Department of Commerce.

Financial Impact

The City's amended Redondo Restroom Replacement Project CIP Budget Worksheet (Attachment 1) and Redondo Paid Parking CIP Budget Worksheet (Attachment 2) include resources to account for the increased contingency. The updated project worksheet will be included in the next CIP budget amendment.

Recommendation

Staff recommends the adoption of the motion(s).

Council Committee Review

The Transportation and Municipal Facilities Committees have been routinely updated on the status of this project.

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

Redondo Restroom	Project #	MCCIP0018
-	Previous Project #	310.086

CIP Category: Park Facility & Playground Projects

Managing Department: Plan, Build & PW Admin

Summary Project Description:
Demolish existing restroom and replace with smaller pre-fab structure across the street. Replace restroom foundation with surface similar to rest of plaza and add railings.

Justification/Benefits: The existing restrooms is approximately 35 years old and are functionally obsolete. The restrooms are built on a pier with all of the plumbing hanging below the structure where it can and has been destroyed by storms.

PROJECT SCOPE			
Expenditures	Current Budget	Requested Change	Total Budget
Design	103	-	103
Land & Right of Way	-	-	-
Construction	2,209	-	2,209
Contingency	182	33	215
Total Expenditures	2,494	33	2,527

Funding Sources	Current Budget	Requested Change	Total Budget
REET 2	77	-	77
Debt Proceeds	1,735	(1,753)	-
WA State Department of Commerce (Secured)	-	1,852	1,852
State of Washington Grants (RCO Secured)	682	-	682
Total Funding	2,494	99	2,611
Funding Shortfall/Excess	-	66	84

ANNUAL ALLOCATION							
Project to Date 12/31/23	Scheduled Year 2024	Plan Year 2025	Plan Year 2026	Plan Year 2027	Plan Year 2028	Plan Year 2029	Plan Year 2030
98	5	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	1,187	1,022	-	-	-	-	-
-	182	33	-	-	-	-	-
98	1,374	1,055	-	-	-	-	-

Project to Date 12/31/23	Scheduled Year 2024	Plan Year 2025	Plan Year 2026	Plan Year 2027	Plan Year 2028	Plan Year 2029	Plan Year 2030
69	8	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	1,852	-	-	-	-	-
-	682	-	-	-	-	-	-
69	690	1,852	-	-	-	-	-

Attachment #2

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

Redondo Paid Parking	Project #	TRCIP0017
-	Previous Project #	319.611

CIP Category: Economic Development Projects

Managing Department: Marina

Summary Project Description:

Conduct automated pay parking system feasibility study and implementation with focus on gates, ticket dispensers, pay stations, on-street paid parking and display, and neighborhood parking management.

Justification/Benefits: Currently this lot operates a seasonal (June - September) "Pay & Display" parking system. This type of parking depends on regular enforcement to make it effective and fair to all who use the lot. Upgrading the lot to a "Pay on Leaving" system where a paid ticket is needed to exit the lot will cut enforcement costs and effectively make the lot a year round operation. Collecting fees all year would increase revenues to help pay for the year round costs of maintaining the facility.

PROJECT SCOPE			
Expenditures	Current Budget	Requested Change	Total Budget
Design	30	(30)	-
Land & Right of Way	-	-	-
Construction	350	30	380
Contingency	-	-	-
Total Expenditures	380	-	380

ANNUAL ALLOCATION							
Project to Date 12/31/23	Scheduled Year 2024	Plan Year 2025	Plan Year 2026	Plan Year 2027	Plan Year 2028	Plan Year 2029	Plan Year 2030
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
142	238	-	-	-	-	-	-
-	-	-	-	-	-	-	-
142	238	-	-	-	-	-	-

Funding Sources	Current Budget	Requested Change	Total Budget
One Time Tax	25	(25)	-
Debt Proceeds	355	25	380
Total Funding	380	-	380
Funding Shortfall/Excess	-	-	-

Project to Date 12/31/23	Scheduled Year 2024	Plan Year 2025	Plan Year 2026	Plan Year 2027	Plan Year 2028	Plan Year 2029	Plan Year 2030
-	-	-	-	-	-	-	-
355	25	-	-	-	-	-	-
355	25	-	-	-	-	-	-

OPERATING IMPACT			
Operating Impact	6 Year Total		
Revenue	-	-	-
Expenses	-	-	-
Net Impact	-	-	-

ANNUAL OPERATING IMPACT							
12/31/23	2024	2025	2026	2027	2028	2029	2030
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Parkside Wetland Cleanup – Consultant
Services Contract Award

ATTACHMENTS:

1. Consultant Services Contract
2. Quote Proposal

FOR AGENDA OF: March 13, 2025

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: March 11, 2025

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Katherine Coffey*

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval for the Consultant Services Contract (Attachment 1) with Totem Logistics Inc. The following motion will appear on the Consent Calendar:

Suggested Motion

Motion: “I move to approve the Consultant Services Contract with Totem Logistics Inc for the Parkside Wetland Cleanup, in the amount of \$72,195.48, authorize a project contingency in the amount of \$5,000, and further authorize the City Manager to sign said Contract substantially in the form as submitted.”

Background

The Parkside Wetland Cleanup Project was initiated in response to the recent discovery and removal of a large homeless encampment located within City owned parcels that are directly east of Parkside Elementary School. These parcels are owned and managed by the City’s Parks Department and are home to a wetland which serves as the headwaters to the North Fork McSorley Creek. The project’s scope includes the removal of many tons of waste, debris, and pollutants found throughout the property.

Throughout February and March 2025, the Des Moines Police Department, in partnership with non-profit resource organizations, completed the relocation of the encampment.

In compliance with the City's water quality permit, a Department of Ecology environmental incidence report was filed by Des Moines Surface Water Utility on February 26, 2025, shortly after staff completed a site walkthrough. Clean up efforts cannot be performed by Des Moines staff due to the volume and complexity of the materials, requiring certifications in blood-borne pathogens, human and animal waste, other hazardous material removal.

Discussion

Consultant Services Contract

Three companies were contacted to provide quotes for the homeless encampment clean-up project, with Totem Logistics Inc. submitting the lowest quote for waste removal from the wetland. All quotes were received by 3/11/2025 and are summarized below:

QUOTE RESULTS

<u>Contractor Name</u>	<u>Quote Proposals</u>
Totem Logistics Inc	\$72,195.48
Pacific NW Bio	\$106,192.19
Cascadia Cleaning and Removal LLC	\$368,244.80

Alternatives

The City Council could direct staff to reject the Quote Proposal and elect to not move forward with the project. Waste removal is required by the City's permit with the Department of Ecology and staff would need to develop an alternative strategy to clean up this property.

Financial Impact

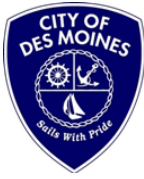
Allocation of funding for this project will be provided from the general fund reserves.

Recommendation

Staff recommends adoption of the motion.

Council Committee Review

Not applicable.



CONSULTANT SERVICES CONTRACT between the City of Des Moines and Totem Logistics Inc.

THIS CONTRACT is made between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Totem Logistics Inc. organized under the laws of the State of Washington, located and doing business at 308 Clay St NW, Auburn, WA, 510-332-1231, and Scott Page (hereinafter the "Consultant").

I. DESCRIPTION OF WORK.

Consultant shall perform the following services for the City in accordance with the following described plans and/or specifications:

Totem Logistics Inc. will be responsible for extracting and removing hazardous waste and human debris from a homeless encampment near 26th Ave S and S 246th St.

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

II. TIME OF COMPLETION. The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I within 90 days.

III. COMPENSATION.

- A. The City shall pay the Consultant, based on time and materials, an amount not to exceed seventy-two thousand one hundred ninety-five dollars and forty-eight cents (\$72,195.48) for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract. The Consultant agrees that the amount budgeted for as set forth in Exhibit A for its services contracted for herein shall remain locked at the negotiated rate(s) for a period of one (1) year from the effective date of this Contract.

CONSULTANT SERVICES CONTRACT
(Various)

- B. The Consultant shall submit monthly payment invoices to the City for work performed, and a final bill upon completion of all services described in this Contract. The City shall provide payment within forty-five (45) days of receipt of an invoice. If the City objects to all or any portion of an invoice, it shall notify the Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

IV. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Contract and that the Consultant has the ability to control and direct the performance and details of its work; however, the City shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

V. CHANGES. The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Consultant determines, for any reason, that a change order is necessary, Consultant must submit a written change order request to the person listed in the notice provision section of this Contract, section XVI(C), within fourteen (14) calendar days of the date Consultant knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Consultant's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Consultant on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Consultant shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Consultant fails to require a change order within the time specified in this paragraph, the Consultant waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Consultant disagrees with the equitable adjustment, the Consultant must complete the change order work; however, the Consultant may elect to protest the adjustment as provided in subsections A through E of Section VI, Claims, below.

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

VI. CLAIMS. If the Consultant disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Consultant may file a claim as provided in this section. The Consultant shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Consultant knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by the Consultant unless a

CONSULTANT SERVICES CONTRACT 2
(Various)

timely written claim is made in strict accordance with the applicable provisions of this Contract.

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

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

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
1. The date of the Consultant's claim;
 2. The nature and circumstances that caused the claim;
 3. The provisions in this Contract that support the claim;
 4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
 5. An analysis of the progress schedule showing the schedule change or disruption if the Consultant is asserting a schedule change or disruption.
- B. Records. The Consultant shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Consultant's records needed for evaluating the protest.

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

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

VII. LIMITATION OF ACTIONS. CONSULTANT MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONSULTANT'S ABILITY

CONSULTANT SERVICES CONTRACT 3
(Various)

TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

VIII. TERMINATION. Either party may terminate this Contract, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Contract. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project, which may be used by the City without restriction. If the City's use of Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

IX. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any subcontract, the Consultant, its subcontractors, or any person acting on behalf of the Consultant or subcontractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

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

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

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

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

XI. INSURANCE. The Consultant shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

No Limitation. Consultant's maintenance of insurance as required by the Contract shall not be construed to limit the liability of the Consultant to the coverage

CONSULTANT SERVICES CONTRACT 4
(Various)

provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance: Consultant shall maintain the following insurance limits:

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

C. Other Insurance Provisions.

1. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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

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

CONSULTANT SERVICES CONTRACT 5
(Various)

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

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

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

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

XII. EXCHANGE OF INFORMATION. The City will provide its best efforts to provide reasonable accuracy of any information supplied by it to Consultant for the purpose of completion of the work under this Contract.

XIII. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City. All records submitted by the City to the Consultant will be safeguarded by the Consultant. Consultant shall make such data, documents, and files available to the City upon the City's request. The City's use or reuse of any of the documents, data and files created by Consultant for this project by anyone other than Consultant on any other project shall be without liability or legal exposure to Consultant.

XIV. CITY'S RIGHT OF INSPECTION. Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Contract, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion.

XV. WORK PERFORMED AT CONSULTANT'S RISK. Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant

CONSULTANT SERVICES CONTRACT 6
(Various)

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

XVI. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

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

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

D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

CONSULTANT SERVICES CONTRACT 7
(Various)

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

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

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

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

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

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

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

CONSULTANT:

By: _____
(signature)

Print Name: _____

Its _____
(Title)

DATE: _____

CITY OF DES MOINES:

By: _____
(signature)

Print Name: Katherine Caffrey

Its City Manager
(Title)

DATE: _____

Approved as to form:

City Attorney
DATE: _____

NOTICES TO BE SENT TO:

CONSULTANT:

Scott Page
Totem Logistics Inc.
308 Clay St NW
Auburn, WA 98001
510-332-1231 (telephone)
spage@totemservco.com (fax/email)

NOTICES TO BE SENT TO:

CITY OF DES MOINES:

Michael Posey
City of Des Moines
21630 11th Avenue S., Suite A
Des Moines, WA 98198
206-870-6565 (telephone)
mposey@desmoineswa.gov (fax/email)

Totem Logistics Inc

308 Clay St NW
Auburn, WA 98001 US
+15103321231
spage@totemservco.com

**Estimate**

ADDRESS
Michael Posey
City of Des Moines
21650 11th Ave S
Des Moines, WA 98198

SHIP TO
Michael Posey
City of Des Moines
21650 11th Ave S
Des Moines, WA 98198

ESTIMATE
DATE
Des Moines 25-1
03/07/2025

PO
06419 Des Moines 25-1

JOB
246th Encampment

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/07/2025	Master Contract No. 06419.,	Haz. waste worker class C, 6 Workers, 8 hrs. ea. = 48 hrs. a day @ 11 Days	528	92.86	49,030.08T
	Company Owned Power Equipment	Trucking, Skid Steer, Trailer, Brush Hog, Excavator, Chipper Per Day	5	250.00	1,250.00T
	Dump Fees	Estimate 50 Tons including trucking	1	16,000.00	16,000.00
	EQUIPMENT OPERATOR	BOBCAT SKID STEER / EXCAVATOR OPERATER	6	119.00	714.00T
SUBTOTAL					66,994.08
TAX					5,201.40
TOTAL					\$72,195.48

Accepted By

Accepted Date

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Airport Advisory Committee Purpose
and Composition


ATTACHMENTS:
1. None

FOR AGENDA OF: March 13, 2025

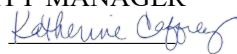
DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: March 3, 2025

CLEARANCES:

[] City Clerk _____
[X] Community Development 
[] Courts _____
[] Finance _____
[] Human Resources _____
[X] Legal /s/TG _____
[] Marina _____
[] Police _____
[] Parks, Recreation & Senior Services _____
[] Public Works _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is for the Council to consider the Airport Committee purpose and composition.

Suggested Motion

Motion: "I move that the City Council direct staff to advertise for 4 citizen committee members for the Ad Hoc Airport Advisory Committee and appoint _____ as the Councilmember on the committee as outlined in the agenda item."

Background

The City Council approved at the February 6, 2025 meeting to establish an Airport Committee. The Committee will provide recommendations to the City Council regarding airport-related issues. This Committee will be tasked with evaluating key topics, ensuring community involvement, and advising the Council on decision-making processes related to the airport.

Discussion

Based on the initial discussion, the following is a draft for consideration by the City Council regarding this item at the March 13, 2025 meeting.

1. **Committee Purpose:** The Committee shall serve in an advisory capacity to the City Council, providing recommendations and advice on the following topics related to airport matters:
 - Examination of the SAMP (Sustainable Airport Master Plan) timeline and responses to the process
 - Formation of an Interlocal Agreement (ILA) with airport partners and the extent of interaction with those partners
 - Selection and contracting of a consultant to assist with relevant projects
 - The role of the City of Des Moines on the StART (Seattle-Tacoma Airport Roundtable) Committee
 - Recommendations for the Des Moines strategy with the Port of Seattle
2. **Committee Composition:** The Committee will be Ad Hoc and will meet at least quarterly to assess airport-related issues.
 - The Committee consists of **one** Councilmember as a member and **4** citizen/business participants.
 - Participants must:
 - Be a resident or business owner of the City of Des Moines
 - Have a reasonable understanding of airport-related issues, or willingness to learn as necessary
 - Reflect and represent community advocacy organizations and/or relevant groups in the community
3. **Committee Leadership:**
 - The Committee will choose its own Chairperson. The Chair should encourage collaboration and participation, with a directive role. The Chair shall establish the agenda and time for the meetings.
 - Or the Chair can be the Councilmember.
4. **Work Plan and Responsibilities:**
 - The Committee will be responsible for:
 - Receiving assignments and tasks as directed by the City Council.
 - Develop a work plan that includes recommended tasks and research subjects. This plan will be submitted to the Council for approval or direction.
5. **Reporting:**
 - The Committee shall provide a report or minutes to the City Council after each meeting, ensuring transparent communication and regular updates on the progress of the work plan and any advisory recommendations.
6. **Role of Staff Liaison:**
 - A City staff member shall serve as the liaison to the Committee and be a non-voting member.

Alternatives

The Council elects to not form a Committee or elects to form one with a different structure, responsibilities or guidelines than outlined above.

Financial Impact

The financial impact, if any, will be addressed as the Committee is formed and begins its work, with further budget discussions to be brought before the Council as needed.

Recommendation

I move that the City Council direct staff to advertise for 4 citizen committee members for the Ad Hoc Airport Advisory Committee and appoint ____ as the Councilmember on the committee as outlined in the agenda item.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Consideration to Join K4C- King
County Cities Climate Collaboration

ATTACHMENTS:

1. Interlocal Agreement

FOR AGENDA OF: March 13, 2025

DEPT. OF ORIGIN: City Manager

DATE SUBMITTED: March 05, 2025

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Katherine Coffey*

Purpose and Recommendation

The purpose of this item is to consider the City of Des Moines joining the King County-Cities Collaboration (K4C) partnership. Founded in 2012, K4C is a partnership of local governments focused on climate action. K4C brings together King County communities of all sizes to share climate action resources, programs, and educational campaigns. Examples of their campaigns and initiatives include heat pump installations and other energy efficiency retrofits in low-income homes, model policy language for comprehensive plan updates, joint funding applications for EV charging grants, educational events, and more. K4C can be particularly beneficial to smaller communities that may lack the resources to develop and maintain climate action programs independently.

There are twenty-three partners in K4C including:

- King County
- Bellevue

- Bothell
- Burien
- Duvall
- Issaquah
- Kenmore
- Kent
- Kirkland
- Lake Forest Park
- Maple Valley
- Mercer Island
- Newcastle
- Normandy Park
- North Bend
- Redmond
- Renton
- Sammamish
- Seattle
- Shoreline
- Snoqualmie
- Tukwila
- Port of Seattle

Membership to K4C requires a ILA, annual dues of \$1,200, and a staff representative to attend regular meetings. Additionally, there are opportunities for elected officials from the members communities to periodically meet about climate issues.

Staff recommends the City of Des Moines join K4C.

Suggested Motion

Motion: “I move to authorize the City Manager to enter into an Inter Local Agreement with King County- Cities Collaboration for the City of Des Moines to join this group.”

INTERLOCAL AGREEMENT FOR CLIMATE COLLABORATION

This Agreement ("Agreement") is entered into pursuant to Chapter 39.34 RCW among participating **Cities of King County**, (hereinafter referred to as the "Cities"), and **King County**, (hereinafter referred to as the "County"), 401 5th Avenue, Suite 800, Seattle, WA 98104 (collectively, "the Parties") Chapter 39.34 RCW.

Whereas, we, King County and the undersigned Cities of King County, wish to work together to directly respond to climate change and reduce global and local sources of climate pollution;

Whereas, we believe that by working together we can increase our efficiency and effectiveness in making progress towards this goal;

Whereas, we are interested in achieving this goal in a way that builds a cleaner, stronger and more resilient regional economy;

Whereas, we are interested in focusing on local solutions to leverage and partner with related collaborative efforts;

Whereas, partnering on sustainable solutions will advance progress towards Cities' environmental, climate change, and energy goals such as those adopted by the nearly half of King County Cities that have signed on to the U.S. Conference of Mayors Climate Protection Agreement;

NOW, THEREFORE, the Cities and King County mutually agree as follows:

1. Purpose and Scope of this Agreement

1.1 The purpose of this Agreement is to outline responsibilities and tasks related to the County and Cities that are voluntarily participating in the King County-Cities Climate Collaboration. The Parties will develop and coordinate on the following efforts:

- (a) Outreach: Develop, refine, and utilize messaging and tools for climate change outreach to engage decision makers, other cities, and the general public.
- (b) Coordination: Collaborate on adopting consistent standards, benchmarks, strategies, and overall goals related to responding to climate change.
- (c) Solutions: Share local success stories, challenges, data and products that support and enhance climate mitigation efforts by all partners.

- (d) Funding and resources: Collaborate to secure grant funding and other shared resource opportunities to support climate related projects and programs.
- 1.2 It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any individual Party.
- 1.3 All tools, outreach materials, data, collaborative efforts, and other resources that are developed as part of this Agreement are optional for Cities and King County to adopt or utilize.

2. Organization

- 2.1 Each Party shall appoint one designee and an alternate to serve as its representative. Upon the effective execution of this Agreement and the appointment of designees and alternate designees for each Party, designees shall meet and choose, according to the voting provisions of this section, representatives to serve as **Chair** and **Vice Chair** to oversee and direct the activities associated with meetings including the development of the agendas, running the meeting and providing leadership.
- 2.2. No action or binding decision will be taken without the presence of a quorum of active designees or alternates. A quorum exists if a majority of the designees present at the meeting. Each designee shall have an equal vote, with a supermajority vote of 75% of all designees being required to approve the final scope of the collaboration program or amend the scope. Any vote to increase the amount of funding required by each Party, however, shall only be binding on those who specifically agree to such increase.
- 2.3 Designees shall have the authority and mandate to administer the Tasks outlined in Section 3.
- 2.4 Designees may approve a Request for Qualifications (RFQ) to secure a vendors or consultants needed to accomplish any Task, and shall interview one or more applicants and make an appointment provided sufficient funds are available.
- 2.5 Designees shall meet and report on a quarterly basis to ensure that Tasks are efficiently, effectively and responsibly delivered in the performance of this Agreement, including the allocation of resources.
- 2.6 Designees shall develop an initial annual work plan and budget which will be finalized within one month of approval of the Agreement by the Parties. Subsequent annual work plans will be developed and approved on or before the anniversary of the adoption of the first years' work plan in conjunction

with budget planning for consideration and adoption by the Parties' legislative bodies.

- 2.7 If direct payment in support of the annual work plan, such as for consultant services or hiring staff, can be arranged by participating Cities, this is preferred. If direct payment occurs, these funds will be accounted for towards that city's contribution. If this is not possible, funds collected from any source on behalf of the Parties shall be maintained in a special fund by the County as *ex officio* treasurer on behalf of the Collaboration. The County shall also serve as the contractual agent for the Parties in acquiring any serviced needed to complete Tasks of the Agreement.

3. Tasks

3.1 Climate Collaboration Work Plan.

Finalize the Scope of Work for this King County-Cities Collaboration consistent with this Agreement. This will take place after commencement per Section 5 of this Agreement and will be finalized on or before September 30th, 2011. With support from participating Cities, the County will develop a draft of the Scope of Work to be approved by vote of the City and County Representatives. Not all tasks will necessarily be accomplished as they are funding-dependent.

3.2 Sustain the King County Cities Climate Collaboration (Budget \$10,000)

Pay necessary expenses to support expansion of the King County SWD GreenTools Roundtable program to include every other-month forums on climate-related sustainability issues. The Roundtables will be held at various venues throughout King County and topics will focus on the collaborative actions highlighted in the King County-Cities Climate Pledge: outreach, coordination, solutions, funding and resources. Speakers will include King County and City staff and other invited partners.

3.3 Hire a staff member, partial staff member, or consultant to support achieving the priorities identified in the King County-Cities Climate Pledge (Budget \$9,000-\$80,000 depending on commitments made)

- (a) The staff member will help lead implementation of the King County-Cities Climate Collaboration initiatives, including but not limited to: sustainable transportation; clean fuel vehicles; community energy retrofits; renewable energy projects; community outreach; and other topics defined and agreed upon in the final Scope of Work or annual Work Plans. Staff could develop and implement a general countywide program that supports City sustainability projects or programs. Staffing

options include hiring a part- to full-time staff from King County or a participating King County City to lead the effort

- (b) Products that will be developed, to be clarified in the process of finalizing the Scope of Work, and dependent on funding, include:
1. Directory of local climate solutions related resources to include:
 - a. County technical expert pool. A list of relevant County technical experts on staff that already support city sustainability projects and programs. This could be expanded with mechanisms for cities to directly contract with County staff to support implementation of specific projects and programs.
 - b. Technical experts from all participating jurisdictions that could help support other cities' efforts, share local success stories, or potentially be contracted out to work with other cities.
 - c. Technical experts from academia, research institutions, utilities and other organizations.
 - d. List of consultants with local experience and expertise on a diverse range of climate and sustainability related functions.
 - e. Best practices and lessons learned from relevant local projects and programs.
 2. Symposium for city and County staff focused on local climate solutions.
 3. Forum for all local technical experts – a broader group than those engaged in the King County-Cities Climate Collaboration – to share information and best practices
 4. Opportunities for local governments to increase understanding and gather information on specific climate change mitigation efforts.
 5. Other products as defined and agreed upon in the process of finalizing the Scope of Work, provided they are consistent with the King County-Cities Climate Pledge and focused on sustainability and climate change related outreach, coordination, solutions, or funding and resources.

4. **Funding**

4.1 The minimum required financial contribution for each King County City to participate in this Agreement is shown below. In no event shall the Cities be responsible for amounts incurred by King County in excess of what is set forth in this Agreement without an amendment according to the terms hereof.

4.2 To the extent this Agreement is renewed annually, the Parties shall update the work plan and contribute funds to King County for estimated costs, as described below, in advance of services provided. Any funds not used in any given year will be used in the execution of the following year's Work Plan or refunded, on a proportional basis based on initial contributions, within forty-five (45) days in the event of a Party's termination of this Agreement.

4.3 The Parties represent that funds for service provision under this Agreement have been appropriated and are available. To the extent that such service provision requires future appropriations beyond current appropriation authority, the obligations of each Party are contingent upon the appropriation of funds by that Party's legislative authority to complete the activities described herein. If no such appropriation is made, the Agreement shall terminate as to that Party provided the Party provides notice of termination prior to the other parties prior to the adoption of the annual work plan per Section 2.6.

Population Categories	Jurisdiction	Population
Under 5,000	\$500	Level 1
	Skykomish	198
	Beaux Arts Village	299
	Hunts Point	394
	Milton	831
	Yarrow Point	1001
	Carnation	1,786
	Medina	2,969
	Clyde Hill	2,984
	Algona	3,014
	Black Diamond	4,151
5,000 - 19,999	\$700	Level 2
	North Bend	5,731
	Normandy Park	6,335
	Pacific	6,514
	Duvall	6,695
	Newcastle	10,380
	Enumclaw	10,669
	Snoqualmie	10,670
	Woodinville	10,938
	Lake Forest Park	12,598
	Bothell	17,090
	Covington	17,575
	Tukwila	19,107

Population Categories	Jurisdiction	Population
20- 39,999	\$1,200	Level 3
	Kenmore	20,460
	Maple Valley	22,684
	Mercer Island	22,699
	SeaTac	26,909
	Des Moines	29,673
	Issaquah	30,434
	Burien	33,313
40- 65,000	\$2,000	Level 4
	Sammamish	45,780
	Kirkland	48,787
	Shoreline	53,007
	Redmond	54,144
	Auburn	62,761
Over 65,000	\$2,500	Level 5
	Federal Way	89,306
	Renton	90,927
	Kent	92,411
	Bellevue	122,363
Over 250,000	\$5,000	Level 6
	Seattle	608,660
King County	\$10,000	Level 7

Note: Population data from the Puget Sound Regional Council's download of 2010 census data

5. **Duration**

This Agreement is effective upon execution by King County and a minimum of eight King County Cities which will contribute at least \$9,000 total, after approval by the legislative body of each Party. The Agreement will be posted on the web site of each Party after authorization in accordance with RCW 39.34.040. and .200. The Agreement will have a term of one year and will automatically renew each year unless terminated as provided in Section 7.

6. **Latecomers**

Non-party King County cities may opt into this Agreement at any time. If cities join after an annual work plan is finalized, they will pay a pro-rated amount, calculated as the preceding year's annual financial contribution for that jurisdiction multiplied by the percentage of the remaining time in the year.

7. **Termination**

- 7.1 In addition to termination for lack of appropriation under Section 5, a Party may end its participation in this Agreement upon written notice to the other Parties prior to October 1st to be effective at the end of the calendar year. Except as set forth in 7.2, no refunds will be paid to individual Parties who terminate.
- 7.2 In the event of individual terminations that result in fewer than eight remaining City participants, this Agreement shall be deemed terminated and all funding remaining after all services, fees and costs incurred to that date are paid, shall be returned by King County to the remaining participants pro rata based on their original relative contribution amounts. Such payment shall be made within forty-five (45) days of the termination date.

8. Communications

The following persons shall be the contact person for all communications regarding the performance of this Agreement.

King County	City of
Marissa Aho	
Director - Executive Climate Office Office of Executive Dow Constantine	
401 5 th Avenue, Suite 800, Seattle, WA 98104	
Phone: 206-848-0579	Phone:
E-mail address: maaho@kingcounty.gov	Email address:

9. Indemnification

To the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Parties to include the officers, employees, agents and contractors of the Party, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such Party's own negligent acts or omissions, torts and wrongful or illegal acts related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this subsection

shall survive and continue to be applicable to Parties exercising the right of termination pursuant to this Agreement.

In no event do the Parties intend to assume any responsibility, risk or liability of any other Party or otherwise with regard to any Party's duties or regulations.

10. Compliance with All Laws and Regulations

The Parties shall comply with all applicable local, state, and federal laws, regulations and standards necessary for the performance of this Agreement.

11. Non- exclusive Program

Nothing herein shall preclude any Party from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action.

12. No Third Party Rights

Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, or to form the basis for any liability on the part of any Party , or their officers, elected officials, agents and employees, to any third party.

13. Amendments

This Agreement may be amended, altered or clarified only the unanimous consent of the Parties represented by affirmative action of their legislative bodies.

14. Entire Agreement

This Agreement is a complete expression of the intent of the Parties and any oral or written representations or understandings not incorporated herein are excluded.

15. Waiver

Waiver of any default shall not be deemed to be waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the Parties which shall be attached to the original Agreement.

16. RCW 39.34 Required Clauses

- a) Purpose. See Section 1 above
- b) Duration. See Section 5 above.

- c) Organization of separate entity and its powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- d) Responsibilities of the Parties. See provisions above.
- e) Agreement to be filed and recorded. The City shall file this Agreement with its City Clerk. The County shall place this Agreement on its web site. The Agreement shall also be recorded.
- f) Financing. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- g) Termination. See Section 7 above.

17. Counterparts

This Agreement may be executed in counterparts.

The persons signing below, who warrant they have the authority to execute this Agreement.

By: _____ By: _____

Dow Constantine
King County Executive

Date: _____

Name:
Title:
City of:
Date:

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Des Moines Memorial Flag Triangle
Project – Public Works Construction Contract
Award

ATTACHMENTS:

1. Public Works Construction Contract
2. Bid Proposal (Responsive Low Bid)

FOR AGENDA OF: March 13, 2025

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: March 3, 2025

CLEARANCES:

☐ City Clerk _____
☐ Community Development _____
☐ Courts _____
☐ Director of Marina Redevelopment _____
☐ Emergency Management _____
☒ Finance *MS* _____
☐ Human Resources _____
☒ Legal/s/ TG _____
☐ Marina _____
☐ Police _____
☐ Parks, Recreation & Senior Services _____
☒ Public Works *WPS* _____
APPROVED BY CITY MANAGER
FOR SUBMITTAL: *Katherine Coffey*

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval for the Public Works Contract (Attachment 1) with TIKKA, INC. The following motions will appear on Unfinished Business:

Suggested Motions

Motion 1: “I move to approve the Public Works Contract with Tikka, Inc for the Des Moines Memorial Flag Triangle Project, in the amount of \$268,325, authorize a project construction contingency in the amount of \$26,800, and further authorize the City Manager to sign said Contract substantially in the form as submitted.”

Motion 2: “I move to direct administration to bring forward a budget amendment to the 2025–2030 Capital Improvement Plan and the 2025 Capital Budget to include the amended Memorial Flag Triangle Project as described herein and include such amendment in the next available budget amendment ordinance.”

Background

The Des Moines Memorial Flag Triangle Project is located within the intersection where Des Moines Memorial Drive, South 216th Street, and Marine View Drive South culminate. The project was introduced at the June 1, 2023 Council Meeting and originated with the dual goal of honoring World War 1 veterans and updated park features at the end of their functional life. Funding for the project was included as part of the \$25.1 bond that was passed by Council on June 8, 2023. Project features include a new gateway sign, replaced flag pole, memorial plaque restoration, landscaping, and educational signage in partnership with the Des Moines Memorial Drive Preservation Society.

In March of 2024 a public poll was conducted to gather input on design elements of the projects. More than 120 responses were received and factored into the final design, including the removal of benches based on negative feedback on that element.

On November 9, 2023, the City Manager approved a task assignment with KPG (PSOMAS) for design and permitting of the Des Moines Memorial Flag Triangle Project under the 2022-2023 On-Call General Civil Engineering Services Contract. Approximately \$125,000 has been spent on design and early procurement of construction materials that have longer timelines for delivery. After a public outreach survey and design completion, a solicitation for Bids was published on February 28, 2025 and a public Bid Opening was held on March 11, 2025. Construction management services will be performed by City of Des Moines staff and PSOMAS will continue to provide Engineer-of-record services.

Discussion

Construction Contract

The Des Moines Memorial Flag Triangle 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 6 contractors were received. Bids were publicly opened and read on March 11, 2025 by the City Clerk and are summarized below.

BID RESULTS

Engineer's Estimate (including tax) **\$266,458.09**

Contractor Name	Bid Amount
Tikka, Inc	\$268,325 (responsive low bid)
C Denny	\$349,929
Harkness	\$399,764
Iron Creek	\$323,312
LW Sundstrom	\$464,065
Christianson	\$342,703

Tikka, Inc is the Responsive Low Bidder (Attachment 2). 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 Tikka, Inc. Project completion is expected before Memorial Day.

Alternatives

The City Council could direct staff to reject all Bid Proposals and either elect to not move forward with the project or re-submit for construction bids at a later time.

Financial Impact

The City's Amended CIP Budget includes additional revenue sources. The updated project worksheet will be included in the next CIP budget update.

Recommendation

Staff recommends adoption of the motion.

Council Committee Review

The Municipal Facilities Committee has received updates on the status of this project.



PUBLIC WORKS CONTRACT **between City of Des Moines and** **Tikka, Inc**

THIS CONTRACT is made and entered into this 11 day of March, 2025, by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Tikka, Inc organized under the laws of the State of Washington, located and doing business at PO Box 797 Battle Ground, Washington 98604, (360) 907-5893, Justin Tikka (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.

Clearing, grubbing, and structure excavation
Paving for cement concrete plaza areas
Paving for permeable concrete paving areas
Removing and installing irrigation
Property restoration
Removing and installing flag pole and foundation
Installing gateway sign, interpretive sign, and monument pedestal
And all incidental items necessary to complete the work as described in the Plans and Specifications

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 by May 19, 2025. 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 \$268,325, 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 **\$1,609.95** shall be deducted from the amount to be paid Contractor and shall be retained by City as damages.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

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

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

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

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

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

C. Other Insurance Provisions

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Subcontractors

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

E. Notice of Cancellation

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

F. Failure to Maintain Insurance

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

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

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

Print Name: _____ Its _____ DATE: _____ 	Print Name: _____ Its _____ DATE: _____
	Approved as to Form: _____ City Attorney DATE: _____

NOTICES TO BE SENT TO: CONTRACTOR: Justin Tikka Tikka, Inc PO Box 797 Battle Ground, Washington 98604 360-907-2307 (telephone) justin@tikkainc.com (facsimile/email)	NOTICES TO BE SENT TO: CITY OF DES MOINES: Alex Johnson City of Des Moines 21630 11 th Avenue S., Suite A Des Moines, WA 98198 206-249-5438 (telephone) amjohnson@desmoineswa.gov (facsimile/email)
---	--

Bid enclosed for:

Memorial Flag Triangle
Project

RECEIVED
MAR 11 2025

BY: JS

Proposal

Memorial Flag Triangle Project

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 on or before May 19, 2025 as stated in section 1-08.5 of the contract documents. This period shall be known as the "Contract Time" for the purposes of the project.

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

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

The Owner will correct obvious mathematical errors in bid proposals.

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

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

Memorial Flag Triangle Project
MUST BE SUBMITTED WITH PROPOSAL

City of Des Moines

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.

SCHEDULE - PROJECT IMPROVEMENTS						
Item No.	Spec Section	Item Description	Quantity	Unit	Unit Price	Amount
1	1-04	Minor Change, Unexpected Site Change	1	EQ. ADJ.	\$ 5,000.00	\$ 5,000.00
2	1-05	Site Survey	1	LS	LUMP SUM	\$ 2,500.00
3	1-05	Record Drawings (Min. Bid \$1,500)	1	LS	LUMP SUM	\$ 2,000.00
4	1-09	Mobilization	1	LS	LUMP SUM	\$ 40,000.00
5	1-10	Uniform Police Officers	100	HR	\$ 120.00	\$ 12,000.00
6	1-10	Project Temporary Traffic Control	1	LS	LUMP SUM	\$ 15,000.00
7	2-02	Removal of Structure and Obstruction	1	LS	LUMP SUM	\$ 5,000.00
8	2-02	Sawcut Cement Conc. Sidewalk	20	LF	\$ 50	\$ 1,000.00
9	2-03	Site Excavation and Placement for Grading, Incl. Haul	100	CY	\$ 110	\$ 44,000.00
10	4-04	Crushed Surfacing Top Course	30	TON	\$ 150	\$ 4,500.00
11	4-04	Crushed Surfacing Base Course	20	TON	\$ 150	\$ 3,000.00
12	5-05	Cement Conc. Island Nose	10	SY	\$ 150	\$ 1,500.00
13	7-05	Adjust Water Valve Box	4	EA	\$ 300	\$ 1,200.00
14	7-15	Adjust Water Meter Box to Grade	1	EA	\$ 300	\$ 300.00
15	8-01	Erosion & Water Pollution Control	1	LS	LUMP SUM	\$ 3,500.00
16	8-02	Topsoil Type A	22	CY	\$ 150	\$ 3,300.00
17	8-02	Bark or Wood Chip Mulch	5	CY	\$ 120	\$ 600.00
18	8-02	Fine Compost	55	CY	\$ 120	\$ 6,600.00
19	8-02	Seeded Lawn Installation	655	SY	\$ 3	\$ 1,965.00
20	8-02	PSIPE Ribes sanguineum 'King Edward VII' / King Edward VII Red-Flowering Currant; 2 Gal. Cont.	4	EA	\$ 150	\$ 600.00
21	8-02	PSIPE Rosas x 'N0A97400A' / Flower Carpet Amber Groundcover Rose; 2 Gal. Cont.	12	EA	\$ 150	\$ 1,800.00
22	8-02	PSIPE Berberis thunbergii 'Concorde' / Concorde Japanese Barberry; 1 Gal. Cont.	15	EA	\$ 150	\$ 2,250.00
23	8-02	PSIPE Erica x darleyensis 'Kramers Rote' / Darley Dale Heath; 1 Gal. Cont.	23	EA	\$ 60	\$ 1,380.00
24	8-02	PSIPE Sesleria autumnalis / Autumn Moor Grass; 1 Gal. Cont.	10	EA	\$ 60	\$ 2,400.00
25	8-02	PSIPE Pennisetum alopecuroides 'Little Bunny' / Little Bunny Dwarf Fountain Grass; 1 Gal. Cont.	30	EA	\$ 60	\$ 1,800.00
26	8-02	PSIPE Veronica 'Waterperry Blue' / Waterperry Blue Speedwell; 1 Gal. Cont.	50	EA	\$ 60	\$ 3,000.00
27	8-02	PSIPE Tulipa linifolia 'Bright Gem' / Bright Gem Tulip; 8" Bulb	100	EA	\$ 30.00	\$ 3,000.00
28	8-02	Boulder Reinstallation	3	EA	\$ 350.00	\$ 1050.00
29	8-03	Automatic Irrigation System, Complete	1	LS	LUMP SUM	\$ 6000.00
30	8-14	Cement Conc. Sidewalk Plaza	80	SY	\$ 180.00	\$ 14,400

Memorial Flag Triangle Project
MUST BE SUBMITTED WITH PROPOSAL

City of Des Moines

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.

SCHEDULE - PROJECT IMPROVEMENTS						
31	8-19	Permeable Conc. Paving	1	LS	LUMP SUM	\$ 10,680.00
32	8-20	Uplighting and Electrical Systems, Complete	1	LS	LUMP SUM	\$ 9,200.00
33	8-20	Flag Pole Installation, Complete	1	LS	LUMP SUM	\$ 24,000
34	8-21	Permanent Signing	1	LS	LUMP SUM	\$ 1,200.00
35	8-21	Gateway Sign & Foundation Installation	1	LS	LUMP SUM	\$ 25,000.00
36	8-26	Interpretive Sign	1	LS	LUMP SUM	\$ 4,500.00
37	8-28	Monument Pedestal	1	LS	LUMP SUM	\$ 2,600.00
38	8-30	Landscape Rocks	2	CY	\$	\$ 500.00
						Total = \$ 268,325.00

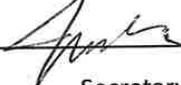
Proposal (Continued)

Total \$ 268,325.00

Total Bid Price (in figures) \$ 268,325.00

Total Bid Price (in words) two hundred sixty eight thousand three twenty five thousand

Attached hereto is the required Bid 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.

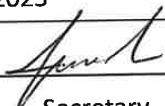
Signed 
Title Secretary

Name of Bidder

Registration or license, Division of Professional Licensing:

1. License Number TIKKAI*768OT

2. Date 3/10/2025

3. Contractor's Signature 

4. Title Secretary

Address of Bidder: 17412 NE 92nd Ave Battle Ground WA 98604
Street City Zip

Telephone Number of Bidder 360 907 2307
Office Home

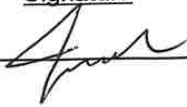
Email Contacts justin@tikkainc.com

Date of Bid 3/11/2025

Receipt is hereby acknowledged for the following Addenda:

Addendum No. Date Received

Signature

_____		_____
_____		_____
_____		_____
_____		_____

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 **Memorial Flag Triangle Project**

Form of a Bid Bond

BID BOND DEPOSIT

Herewith find deposit in the form of a bid (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 [Signature]

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Tikka, Inc., as Principal, and Markel Insurance Company, as Surety, are held and firmly bound unto the City of Des Moines, as Obligee, in the penal sum of Five Percent of Total Amount Bid dollars (\$ 5% of bid _____) 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 **Memorial Flag Triangle 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 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 10th DAY OF March, 20 25.

Principal [Signature] Jenifer McCormick, Attorney-in-Fact

Surety
Received return of deposit in the sum of _____

Date _____

Signature [Signature]



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Jenifer M. McCormick, Jeanette Porter, Lyndsay C. Murff

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such Instrument executed hereunder shall not exceed the sum of:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 26th day of August, 2024.

SureTec Insurance Company

By: 

Michael C. Keimig, President



Markel Insurance Company

By: 

Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 26th day of August, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal of the County of Harris, the day and year first above written.



By: 

Chelsea Turner, Notary Public
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 10th day of March, 2025.

SureTec Insurance Company

By: 

M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 

Andrew Marquis, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 3710037
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

Non-collusion Affidavit

City of Des Moines

STATE OF WASHINGTON)

) ss.

County of King)

Justin Tikkaw _____, being first duly sworn on his oath, says he is Secretary of Tikka 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 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 11th day

of March, 2025.



Notary Public in and for the State of Washington

Residing at

Battle Ground, WA

My commission expires

7.11.26

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: Tikka WA Inc dba Tikka Inc Justin Tikka
2. Business address and telephone number:
17412 NE 92nd Ave
Battle Ground WA 98604
(360) 258-1643
3. How many years has said bidder been engaged in the contracting business under present firm name:
1.2 years - Our sister company Tikka Masonry Inc since 2004
4. Contracts now in hand (gross amount):
\$ 350,000
5. General character of work performed by said company:
Excavation, concrete, landscaping, Signs & Flag Pole Installation
6. List of more important projects constructed by said company, including approximate costs and dates:
7. List of company's major equipment:
Forklifts, excavators, dump trucks, work trucks,

8. Bank references:

Umpqua Bank

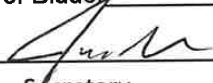
9. Dept. of Labor and Industries' firm number:

36-5093544

10. Dept. of Revenue registration number:

605 392 541

Name of Bidder, Tikka WA Inc dba Tikka Inc

By  _____

Title Secretary

Date 3/11/2025

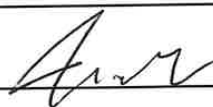
Certification of Non-Segregated Facilities

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: 10/11/2025

Signature: 

Name/Title: Justin Tikka

Vendor Name: Tikka Inc

Address: 17412 NE 92nd Ave

City/State/Zip: Battle Ground WA 98604

Statement of Proposed Subcontractors and Material Suppliers

**Subcontractors Name, Address,
and Telephone Number**

Description of Work

Premier Electric 2225 SW 313th St, Federal Way, WA 98023 253-431-9522 Electrical

Material Suppliers

Material (major items only)

Cal Portland

Concrete

Local Agency Subcontractor List

City of Des Moines
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 Memorial Flag Triangle Project

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

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

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

Subcontractor Name Premier Electric
Work to be performed Electrical

Subcontractor Name Tikka Inc
Work to be performed Structural Steel, Rebar

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

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

DOT Form 271-B-15A
Revised 06/2020

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (February 28, 2025), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Tikka WA Inc dba Tikka Inc

Bidder's Business Name



Signature of Authorized Official*

Justin Tikka

Printed Name

Secretary

Title

3/11/2025

Battle Ground WA 98604

Date

City

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

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

Washington

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

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

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: Memorial Flag Triangle Project

Bidder's Business Name: Tikka WA Inc dba Tikka Inc

Bidder's Name: Justin Tikka

Bidder's Signature:  _____

Bidders Title: Secretary

Date: 3/11/2025

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 24th Ave S Improvements Project –
Construction Contingency Amendment

ATTACHMENTS:

1. CIP Budget Worksheet

FOR AGENDA OF: March 13, 2025

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: March 3, 2025

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: _____

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval for authorization of additional construction contingency on the 24th Ave S Improvements Project, and for City Council to direct administration to bring forward an amendment to the 2025-2030 Capital Improvement Plan and 2025 Capital Budget (Attachment 1).

Suggested Motion(s)

Motion 1: “I move to increase the project construction contingency for the 24th Ave S Improvements Project, in the amount of \$1,185,080, bringing the total project construction contingency to \$1,887,080.

Motion 2: “I move to direct administration to bring forward a budget amendment to the 2025-2030 Capital Improvement Plan and the 2025 Capital Budget to include the amended 24th Ave S Improvements Project as described herein, and include such amendment in the next available budget amendment ordinance.”

Background

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

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

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

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

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

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

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

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

At the August 3rd, 2023, City Council meeting, the construction contract was awarded to SCI Infrastructure, LLC, in the amount of \$7,019,272.55. Notice to proceed was given to the contractor on September 11, 2023. Construction administration and inspections services are being provided by Exeltech Consulting, Inc.

The City provided a utility coordination letter for the 24th Ave S Improvements Project to all franchise utilities, including Puget Sound Energy (PSE), on June 30, 2020. This letter is the mechanism by which the City officially notifies franchise utilities of a proposed project and to begin dialogue to identify potential conflicts between existing franchise facilities and proposed project improvements. City staff soon after began coordinating with directly with PSE to identify and resolve utility conflicts prior to the commencement of project construction in order to avoid any delay claims.

At the 24th Ave S Improvement Project pre-construction meeting on July 28, 2023, PSE notified the City that they had completed relocation of all underground gas facilities and installed new distribution utility poles to avoid conflicts with the City's proposed project improvements. At the time of the pre-construction meeting, PSE transmission utility poles and existing distribution poles (with communication utilities still attached) were still in conflict with the City's project. PSE stated transmission utility poles would be completely relocated by the end of October 2023.

Discussion

During construction of the 24th Ave S Improvements Project, significant conflicts with PSE facilities were encountered. In order to avoid further delays and limited production the contractor was ordered to suspend work operations on March 1, 2024, until PSE could remove all conflicts. PSE notified the City on March 13, 2024, that all conflicts had been addressed and project construction activities were resumed on June 19, 2024.

On June 21, 2024, the contractor notified the City of additional conflicts with PSE facilities, including overhead power poles and underground gas services. These conflicts prevented the completion of the retaining wall construction and roadway widening along the east side of 24th Ave S. The Contractor was instructed to progress with the wall construction to a logical stopping point and prepare the construction site for another winter shutdown. The Contractor was ordered to suspend work operations again on October 15, 2024, until PSE could relocate all utilities in conflict. The City's project is currently under suspension and tentatively expected to resume in late March pending PSE relocations.

Conflicts with PSE facilities during the construction of the 24th Ave S Improvements Project have caused significant delays to the project construction schedule. Furthermore, it has impacted the productivity of the contractor and increased costs to the contractor as they work around utility conflicts. The Exeltech construction management team and City staff have monitored the delays and coordinated with the contractor and PSE to resolve the utility conflicts diligently. However, the cumulative effect of these delays will require additional construction contingency to complete the project. The added construction contingency will cover all increased costs associated with PSE utility conflicts, including:

1. *Suspension of Work #1 (March 1, 2024 and June 11, 2024)* – The Contractor was responsible for maintaining the traveled way for vehicles and pedestrians during suspension. The cost of daily overhead, labor support, standby equipment, and materials was negotiated and compensated. Total cost: \$135,551
2. *Utility Impacts Prior to Suspension of Work #1* – During the construction of the storm water system and the water main, it was determined that overhead PSE utilities did impact construction

production and caused delays. The cost for the utility impacts was negotiated and compensated at \$41,580.

3. Suspension of Work #2 (October 15, 2024 and Jan 17, 2025) – The Contractor was responsible for maintaining the traveled way for vehicles and pedestrians during the suspension. The cost of daily overhead, labor support, standby equipment, and materials was negotiated and compensated. Total cost: \$65,495.
4. Utility Impacts Between First and Second Suspension – PSE gas lines and overhead utility impacts caused delays to the construction of retaining walls and roadway widening. The cost for the utility impacts during this period was negotiated at \$298,620.
5. Temporary Roadway Stabilization – During the second suspension, City staff coordinated with the contractor to install a temporary asphalt layer on 24th Ave S in order to address public safety concerns and maintain access to the adjacent schools, churches and other public facilities for the winter suspension. Total cost: \$113,834.
6. Increased Costs in Materials, Equipment and Labor – The construction of the project has been extended over a year due to the PSE utility conflicts. This has led to increased costs associated with materials, equipment and labor for the Contractor and their sub-contractors. Total estimated cost is \$150,000.
7. Increased Project Management Costs – The project schedule will be extended 50 working days resulting in increased costs for engineering (internal and external), construction management, and inspection. Total estimated cost is \$240,000.
8. Temporary Construction Easement Extensions – Temporary construction easements (TCEs) were required to build project improvements. The original TCEs were set to expire by March 31, 2025. These easements need to be extended to allow the City to complete the project. Total cost for the TCE extensions and additional right-of-way consultant support is estimated at \$100,000.
9. Conflicts with Other Franchise Utilities – While working around PSE utility conflicts, the contractor encountered additional conflicts with existing underground water mains and communication facilities, leading to design changes and increased costs. Total cost: \$40,000

The total cost of items 1-9 is \$1,185,080. The increased project contingency and budget amendment requested provide additional construction funding to address the above project challenges and maintain a modest contingency throughout the project until physical completion is granted.

Negotiations with PSE regarding the added construction costs related to their utility conflicts are ongoing. The City believes PSE is responsible for not resolving the identified conflicts and causing delays to the project construction schedule. City staff will continue to negotiate with PSE until an agreement is reached.

Alternatives

The City Council could choose not to act on the motion(s), thereby placing project completion at risk.

Financial Impact

The City's amended CIP Budget Worksheet (Attachment 1) include additional resources to account for the increased contingency. The updated project worksheet would be included in the next CIP budget amendment.

Recommendation

Staff recommends the adoption of the motion(s).

Council Committee Review

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

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

24th Ave S. Improvements Project (Segment 2)

Project # TRCIP0010

- Previous Project # 319.606

CIP Category: Transportation - Capital Projects

Managing Department: Plan, Build & PW Admin

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.

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

PROJECT SCOPE			
Expenditures	Current Budget	Requested Change	Total Budget
Design	748	-	748
Land & Right of Way	480	-	480
Construction	6,901	-	6,901
Contingency	560	1,186	1,746
Total Expenditures	8,689	1,186	9,875

ANNUAL ALLOCATION							
Project to Date 12/31/23	Scheduled Year 2024	Plan Year 2025	Plan Year 2026	Plan Year 2027	Plan Year 2028	Plan Year 2029	Plan Year 2030
748	-	-	-	-	-	-	-
459	21	-	-	-	-	-	-
1,345	5,556	-	-	-	-	-	-
-	560	1,186	-	-	-	-	-
2,552	6,137	1,186	-	-	-	-	-

Funding Sources	Current Budget	Requested Change	Total Budget
ASE (Automated Speed Enforcement) Transfer	254	-	254
Traffic Impact Fees - City Wide	881	-	881
ROW In-Lieu (PSE)	236	-	236
Arterial Pavement Fund	1,408	1,186	2,594
Highline Water District ILA	1,320	-	1,320
Private Contributions (Franchise Utility) Lumen	376	-	376
TIB Grant (Secured)	4,214	-	4,214
Total Funding	8,689	1,186	9,875
Funding Shortfall/Excess	-	-	-

Project to Date 12/31/23	Scheduled Year 2024	Plan Year 2025	Plan Year 2026	Plan Year 2027	Plan Year 2028	Plan Year 2029	Plan Year 2030
254	-	-	-	-	-	-	-
32	849	-	-	-	-	-	-
-	236	-	-	-	-	-	-
321	1,087	1,186	-	-	-	-	-
187	1,133	-	-	-	-	-	-
71	305	-	-	-	-	-	-
543	3,671	-	-	-	-	-	-
1,408	7,281	1,186	-	-	-	-	-

March 13, 2025Page 91 of 91