

AGENDA

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue South, Des Moines**

October 9, 2014 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

EXECUTIVE SESSION

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORT

CONSENT AGENDA

Page 1 Item 1: APPROVAL OF VOUCHERS
Motion is to approve the payment vouchers and payroll transfers included in the attached list and further described as follows:
Claim Checks: \$1,181,026.08
Payroll Fund Transfers: \$873,216.38
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers: \$2,054,242.46

Page 3 Item 2: RE-ALLOCATION OF UNEXPENDED 2014 HUMAN SERVICES DOLLARS
Motion is to approve the Human Services Advisory Committee's recommendation to re-allocate \$2,425 from unexpected 2014 human services funds to the following four agencies serving Des Moines residents: \$1,000 to Kent Youth and Family Services, \$500 to Lutheran Family Services Angle Lake Resource Center, \$500 to the Multi Service Center and \$425 to the Washington Poison Center.

Page 9 Item 3: CONSULTANT CONTRACT AMENDMENT: BHC CONSULTANTS, LLC
Motion is to approve Amendment No. 2 to the Contract with BHC Consultants, continuing professional inspection and plan review services in the amount of \$25,000 (bringing the total contract amount to \$90,000), and authorize the City Manager to sign the contract amendment substantially in the form submitted.

OLD BUSINESS

Page 31 Item 1: 2015 PRELIMINARY BASE OPERATING BUDGET-DEPARTMENT BUDGETS
Staff Presentation: Finance Director Paula Henderson

NEW BUSINESS

Page 35 Item 1: YEARS 2015-2020 DRAFT SWM CAPITAL IMPROVEMENT PLAN
Staff Presentation: Finance Director Paula Henderson

Page 77 Item 2: STORMWATER COMPREHENSIVE PLAN BRIEFING
Staff Presentation: SWM Engineer Loren Reinhold

Page 95 Item 3: (A) CONSTRUCTION CONTRACT AWARD FOR THE SOUTH 251ST
STREET SLIDE REPAIR PROJECT
(B) CONSTRUCTION INSPECTION SUPPORT FOR THE SOUTH 251ST
STREET SLIDE REPAIR PROJECT
Staff Presentation: Associate Transportation Engineer Andrew Merges

Page 119 Item 4: CONTRACT AWARD FOR SENIOR ACTIVITY CENTER OPTIONAL STANDBY
GENERATOR PROJECT
Staff Presentation: Project Manager Scott Romano

NEXT MEETING DATE

October 23, 2014

ADJOURNMENT

CITY OF DES MOINES
Voucher Certification Approval

9-Oct-14

Auditing Officer Certification

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

As of **Oct 09, 2014** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers 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.

Claims Vouchers:		Numbers				Amounts
Total A/P Checks/Vouchers		140609	-	140857	249	1,107,679.28
Electronic Wire Transfers	4	BOA VISA, DEPT REVENUE, WA DEPT LIC,FIREARMS				73,701.58
Subtotal for this Council Packet						1,181,380.86
Voided Claim Checks this check run:						0.00
Voided Claim Checks from previous check runs						140334/140564
						2
Total Claims/Wire Transfers/Voids						1,181,026.08
Payroll Vouchers:						
DISBURSED 09/05/14						
Amounts						
Payroll Checks		18541	-	18545	=	5
Direct Deposit		360001	-	360174	=	174
Payroll Taxes						65,904.68
Wage/Garnishments						1,066.91
Voids					0	0.00
Electronic Wire Transfers						80,879.84
ICMA 401 Forfeitures						0.00
Total Claims						448,871.35
Payroll Vouchers:						
DISBURSED 09/19/14						
Amounts						
Payroll Checks		18546	-	18550	=	5
Direct Deposit		380001	-	380156	=	156
Payroll Taxes						60,135.10
Wage/Garnishments						1,066.91
Voids					0	0.00
Electronic Wire Transfers						78,038.65
ICMA 401 Forfeitures						0.00
Total Claims						424,345.03
Total certified Wire Transfers,Voids, A/P & Payroll vouchers for Oct 09, 2014						2,054,242.46

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Re-Allocation of Unexpended
2014 Human Services Dollars

ATTACHMENTS:

- 1. 2014 Human Services Allocations

FOR AGENDA OF: October 9, 2014

DEPT. OF ORIGIN: Parks, Rec, & Sr. Services

DATE SUBMITTED: September 9, 2014

CLEARANCES:

Legal 

Finance N/A

Marina N/A

Parks, Recreation & Senior Services 

Planning, Building & Public Works N/A

Police N/A

Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL 

Purpose and Recommendation

The purpose of this request is for City Council approval to re-allocate unexpended 2014 human services funds.

Suggested Motion

Motion: “I move to approve the Human Services Advisory Committee’s recommendation to re-allocate \$2,425 from unexpended 2014 human services funds to the following four agencies serving Des Moines residents: \$1,000 to Kent Youth and Family Services, \$500 to Lutheran Family Services Angle Lake Resource Center, \$500 to the Multi Service Center, and \$425 to the Washington Poison Center.”

Background

The City of Des Moines annually funds selected human services agencies who apply for human services dollars to help meet the needs of Des Moines residents. The funding recommendations are made by the City’s Human Services Advisory Committee, composed of six mayor appointed volunteer citizens and one City Council representative. The committee begins review of these applications in early June of the application year, with a final recommendation to City Council for funding allocations in early

September. The committee reviews each lengthy and detailed application, spends several months in research, follow up and analyzing each agency and the human services needs they are addressing.

As of July 2014, there are \$2,425 funds unexpended due to a reduction in the cost of eGov computer program services from \$1,700 to \$500, and \$1,245 unexpended agency funds. After discussion, the Human Services Advisory Committee members expressed their desire to re-allocate the \$2,425 2014 human services dollars to the following agencies:

Kent Youth and Family Services: Increase the 2014 allocation of \$1,000 to \$2,000 to provide professional counseling, education and support services to children, teens and their families in Des Moines. Their greatest involvement is with students at Mt. Rainier High School on chemical dependency issues. They also provide transitional housing to homeless teens and young adult mothers and their infants/toddlers.

Lutheran Family Services Angle Lake Resource Center: Increase the 2014 allocation of \$1,000 to \$1,500 to provide community partnerships, family support and advocacy, community building, refugee resettlement and support services, and mental health services.

Multi Service Center: Increase the 2014 allocation of \$4,000 to \$4,500 to provide emergency shelter and transitional housing for Des Moines families.

Washington Poison Center: Increase the 2014 allocation of \$500 to \$925 to; provide free emergency treatment advice to Des Moines residents through a 1-800 phone number 24/7.

Discussion

All of the 2014 funded human services agencies are worthy of City support. The Human Services Advisory Committee feels that the following four local agencies will make the best and most immediate use of a small, additional allocation to their "shoe string" budgets.

The Human Services Advisory Committee requests the re-allocation of 2014 funds to these four agencies based on the following:

Kent Youth and Family Services: Mental health issues and chemical dependency continue to increase for our teens in Des Moines. In the first six months of 2014 KYFS helped 77 Des Moines youth and teens.

Lutheran Family Services Angle Lake Resource Center: This agency has proven to be an excellent local resource for families in transition with a broad range of important programs and services. In the first six months of 2014, Angle Lake Resource Center has provided 134 Des Moines residents with training and 67 Des Moines residents with tax preparation help, a Back to School Fair and Holiday of Hope.

Multi Service Center: Emergency and transitional housing for families continues to be a number one priority for human services dollars. One family of four has been placed to-date for fiscal year 2014.

Washington Poison Center: In the first six months of 2014, Washington Poison Center received 27 calls from Des Moines residents; 96% of these calls were handled outside of a healthcare facility which helped save health care dollars.

Alternatives

None Provided.

Financial Impact

The funding was approved by City Council through the 2014 budget process. There is no additional cost for the re-allocation of the 2014 human services dollars.

Recommendation or Conclusion

The Human Services Advisory Committee recommends to City Council the approval of the re-allocation of unexpended 2014 Human Services.

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Agency	2012 funding	Amt requested for 2013	2013 Funding	Funding for 2014
Crisis Clinic Crisis Line	\$1,700	\$3,000	\$1,700.00	\$1,700.00
Crisis Clinic King County 211	\$2,100	\$3,000	\$2,600.00	\$2,600.00
Crisis Clinic Teen Link	\$1,000	\$2,500	\$500.00	\$500.00
Des Moines Area Food Bank	\$31,250	\$34,000	\$31,250.00	\$31,250.00
Des Moines Parks, Recreation & Senior Services	\$4,000	\$5,500	\$4,000.00	\$2,450.00
Domestic Abuse Women's Network - CAP	\$1,000	\$1,000	\$1,000.00	\$1,000.00
Domestic Abuse Women's Network - Housing	\$5,000	\$5,500	\$5,000.00	\$5,000.00
HealthPoint - Primary Dental Care	\$2,600	\$10,000	\$2,600.00	\$2,600.00
HealthPointMedical	\$4,900	\$15,000	\$4,900.00	\$4,900.00
Hospitality House - Homeless Shelter	\$5,000	\$6,500	\$5,500.00	\$5,500.00
Kent Youth and Family Services - Clinical		\$5,000	\$1,000.00	\$1,000.00
King County Sexual Assault Resource Center	\$4,100	\$4,223	\$4,100.00	\$4,100.00
Lutheran Community Services Northwest		\$10,000	\$1,000.00	\$1,000.00
Multi-Service Center - Emergency Shelter & Transitional Housing	\$3,500	\$4,500	\$4,000.00	\$4,000.00
Senior Services - Meals on Wheels	\$3,750	\$3,863	\$3,750.00	\$3,750.00
Senior Services Hyde Shuttles	\$2,000	\$2,000	\$500.00	\$500.00
Washington Poison Center - emergency services		\$1,044	\$500.00	\$500.00
Total	\$71,900	\$116,630	\$73,900	\$72,350.00

Revised Funding for 2014
1/25/14

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Consultant Contract Amendment:
BHC Consultants, LLC

FOR AGENDA OF: October 9, 2014

ATTACHMENTS:

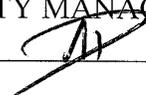
1. Contract Amendment No. 2 : BHC Consultants (2014)
2. Contract for Building Inspection and Plan Review Services between the City of Des Moines and BHC Consultants, LLC

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: October 2, 2014

CLEARANCES:

- Legal 
- Finance 
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Planning, Building & Public Works DJB
- Police N/A
- Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to request Council's approval of a contract amendment (refer to Attachment 1) with BHC Consultants, LLC for continued building inspection and plan review services. The following motion will appear on the consent calendar.

Suggested Motion

Motion: "I move to approve Amendment No. 2 to the Contract with BHC Consultants, continuing professional inspection and plan review services in the amount of \$25,000 (bringing the total contract amount to \$90,000), and authorize the City Manager to sign the contract amendment substantially in the form submitted."

Background

The adopted 2014 Budget provided \$65,000 for use of Consultant Resources to augment peak workload in the Building Division. The budget also included funding to fill the vacant Plans Examiner/Building Inspector Position mid-year, provided that there was a demonstrated need for filling that position.

Essentially the current contract for consultant resources that staff had hoped would last throughout the entire year to manage peak work-loads will be completely expended by the middle of the October, used primarily to cover for absences (vacations, sick leave, and medical leave) and "base" project work-loads.

In order to meet work load demands and expectations during 2014, the Building Division has used consultant resources resulting in considerable expense. To date, BHC Consultants has billed 673.5 hours with another 85 expected for September. To date, MSE Electric has billed 46 hours. By the end of October, we will be approaching 805 hours of consultant use, totaling approximately \$68,808 in expenditures. Table 1 provides a monthly breakdown of these expenditures. The effective hourly rate for BHC is about \$84.70 per hour, slightly more than the Building Official himself.

Given current staff levels in the Building Division, it appears that the normal monthly expenditure for consultant resources is just over \$7,000 per month. We did experience a period of higher than normal consultant use in February when a staff member was out on medical leave for six weeks and again in July, the height of the building season.

Table 1

2014 Building Division Consultant Resource Expenditures								
	BHC Consultants		MSE Electric					
	Invoice	Hours	Invoice	Hours				
January	\$892.50	10.5						
February	\$9,565.00	108.0						
March	\$7,443.66	90.5	\$2,465.00	29.0				
April	\$7,911.00	98.0	\$1,445.00	17.0				
May	\$7,392.68	85.0						
June	\$7,326.89	85.5						
July	\$9,680.01	113.5						
August	\$7,286.66	82.5						
	\$57,498.40	673.5	\$3,910.00	46.0				
		<table border="1"> <tr> <td>Total cost:</td> <td>\$61,408.40</td> </tr> <tr> <td>Total hours:</td> <td>719.5</td> </tr> </table>			Total cost:	\$61,408.40	Total hours:	719.5
Total cost:	\$61,408.40							
Total hours:	719.5							

Current Work Load Demands

During the first eight months of 2014, the Building Division received 953 Permit applications, (280 Building permits, 387 Electrical permits, 133 Plumbing Permits, and 153 Mechanical permits). Of these 953 applications, 171 required plan review; 126 have been approved, 7 have been returned and staff is waiting for corrections to be returned, and 38 are in review process.

So far in 2014, the Building Division and its consultants have performed 2,700 inspections resulting from approved permits. Only 191 of these inspections have been associated with Artemis and SeaMar.

Currently, there are 17 building permit applications that have been submitted, but review has not been started. The current backlog is approximately 6 weeks. Now that the Des Moines Creek Business Park Building Plans have been submitted, this backlog will easily jump to 7 or even 8 weeks.

The impact is delay and potentially higher costs to our customers and ultimately delays in the start up of new construction and delayed City service fee and tax revenues.

Projected Work Load Demands

Base work load is not expected to change in the coming years. There are also a number of significant projects one-time projects that are now upon us.

- Artemis – The Phase III building permit has been issued and will last through the summer of 2015. The work will become more complex and require more staff time as multiple subcontractors and trades people work throughout the building and architects bring in more building and tenant improvement plans for review and approval. Plan review and version control coordination, especially with the number of deferred submittals on the project, will add even more work to the Division.
- SeaMar - The residential portion of the project is nearing completion. The medical office portion of the project is currently under construction and is anticipated to be completed in the summer of 2015. Finalizing the inspection punch lists and granting a Certificate of Occupancy is also among the most challenging and time consuming aspects of any project.
- The Building Permit application for two of the three buildings in Phase 1 of the Des Moines Creek Business Park was submitted on June 18th. The permits will be ready to be issued in the next few weeks. Work is scheduled to get underway early next spring, and work will be ongoing on the site through much of 2015.
- Phase 2 and Phase 3 of the Business Park are scheduled to follow the completion of Phase 1 and will last through at least 2016 or perhaps 2017.
- Landmarque: Of the 68 residential lots in the sub-division, 41 homes have been completed and 6 homes are currently under construction. There are 21 lots remaining in the subdivision where building permits will be submitted. Work on the sub-division is anticipated to be ongoing throughout all of 2015, and likely into 2016.
- Blueberry Lane (62-lot subdivision) – Civil plans have been issued along with the clearing and grading permit. They intend to break ground on the project soon, perhaps in the next few weeks. Home construction on the site is anticipated to begin in the summer of 2015, and will continue through at least 2017.
- Woodmont Vista: There are 9 single family homes that Richmond American Homes has submitted for building permits. All 9 building permits have been issued and construction started on the site last week. Work on these homes will be occurring beginning now through 2015.

Discussion

It has become clear that continuing to use consultant resources at current levels is not cost effective or sustainable. Analysis indicates that base projects alone justify, or at least from a financial perspective would support the need for the vacant Plans Examiner/Building Inspector position to be filled. However, filling this position alone will not be sufficient to service the demands on the Building Division in the coming months and for at least the next several years. There will be a need for continued use of consultant resources, so that there is sufficient support for the significant one-time projects that are now upon us.

There are enough known projects in the pipeline to fully support the Plans Examiner/Building Inspector from both a financial perspective and a work load perspective, through at least 2017.

Other potential projects that are being developed at this time include Andy Langsford's project, Highline Place, Barcelona, Landmark on the Sound, the Marina Development project, among others including the potential for the reconstruction of Des Moines Elementary School if Highline School District's bond measure is passed by voters. While these projects are in various stages of preliminary development, the point is that there should be enough confidence in these projects at this point to further support keeping the position filled well beyond 2017.

Based on these facts and at the recommendation of the Planning, Building, and Public Works Director, the City Manager has authorized filling the vacant Plans Examiner/Building Inspector position, and recruitment is currently under way. The Building Division identified and hired an applicant on August 19, 2014, only to have that applicant withdraw his employment agreement on September 8, 2014. Once the position is filled, the use of consultant resources will be scaled back to match work load peaks demands.

Alternatives

None. Without additional resources there will be service impacts resulting in significant delays and potentially higher costs to our customers and ultimately delays in the start up of new construction.

Financial Impact

There are sufficient funds authorized in the 2014 Budget to cover this expenditure.

Recommendation

Staff requests that Council approve the proposed motion.

Concurrence

Legal, Finance and Planning, Building and Public Works Departments are in agreement.

AMENDMENT #2 TO THE BHC CONTRACT FOR BUILDING AND PLANS EXAMINATION SERVICES

This is an addendum/amendment to the Contract for Building and Plans Examination Services executed between the CITY OF DES MOINES, hereinafter referred to as the "City" and BHC Consultants, LLC, on January 21, 2014. This addendum/amendment will amend the Compensation for the term of the current phase of the Contract.

Section III of said Contract is amended to add the following:

III. Compensation.

Compensation for extension of this contract shall not exceed \$25,000 (bringing the total contract amount to \$90,000), payable at a rate as prescribed by the "Exhibit "B" Schedule of Rates, Charges, and Fees".

The term of this Contract shall be, and remains, from January 1, 2014 through December 31, 2014.

Except as modified hereby, all terms and conditions of said contract shall remain in full force and effect.

IN WITNESS WHEREOF, four (4) identical counterparts of this Contract Addendum/Amendment, each of which shall be deemed an original, have been executed by the parties this _____ day of _____, 2014.

CITY OF DES MOINES

BHC CONSULTANTS, LLC

By _____
Anthony A. Piasecki, City Manager

By _____

Dated _____

Dated _____

By Direction of the Des Moines City Council in Open Public Meeting on October 9, 2014.

APPROVED AS TO FORM:

City Attorney

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CONSULTANT SERVICES CONTRACT between the City of Des Moines and

BHC Consultants, LLC

THIS CONTRACT is made between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and BHC Consultants, LLC ("BHC") organized under the laws of the State of Washington, located and doing business at 1601 Fifth Avenue Suite 500, Seattle WA 98101, 206-505-3400 (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:

The scope of services to be performed, and the schedule and compensation for performing those services, shall be as described in Exhibit "A" and Exhibit "B", attached, and hereby incorporated into this Contract.

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 as assigned by Task Order(s) prior to December 31, 2014.

III. COMPENSATION.

- A. The City shall pay the Consultant, based on time and materials, an amount not to exceed \$50,000 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 "B" 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.

- 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 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

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 Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

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

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

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

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

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

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

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

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

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

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

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

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

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

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

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

XVI. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

1. **Alternative Dispute Resolution.** If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim

arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

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

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

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

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

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

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

NOTICES TO BE SENT TO:**CONSULTANT:**

Craig Chambers, President
BHC Consultants
601 Fifth Avenue, Suite 500
Seattle WA 98101
206-505-3400 (telephone)
206-505-3406 (facsimile)

NOTICES TO BE SENT TO:**CITY OF DES MOINES:**

Denise Lathrop, Community Development
Manager
City of Des Moines
21630 11th Avenue S., Suite A
Des Moines, WA 98198
206-870-6563 (telephone)
206-870-6544 (facsimile)

EXHIBIT "A"**SCOPE OF SERVICES**

2014 Community Development On-Call Services Contract

GENERAL

The City of Des Moines (City) has selected BHC, LLC (Consultant) to provide on-call Services for various Community Development projects and tasks. BHC agrees to perform on-call Services, and will be available on an as-needed called upon basis through December 31, 2014. BHC will serve as a partner to the City in order to expand the capability of City staff.

The time for completion of all work under this Agreement shall be no later than December 31, 2014, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31, 2014. No new work shall be authorized after December 31, 2014 unless this Agreement is amended by the City to extend these termination dates.

The Consultant is expected to respond on short notice to requests from the City that are deemed to be an emergency and require urgent work orders to be resolved immediately. The Consultant should be capable of performing urgent task order assignments while working on several other task orders simultaneously.

Any services provided under this Agreement shall be performed pursuant to individual and specific task orders issued to the Consultant by the City. Each task order will have a specific scope of work, budget, and schedule. Work on scoping and/or preparation of the individual task order agreements are not reimbursable. Individual task order budgets will be based on time and materials and will be charged at the hourly rate shown in Exhibit B, as determined by the City. The amount for each task order assignment will be the maximum amount payable for that assignment unless modified in writing by the City.

PROJECT DESCRIPTION

Task order assignments may include but are not limited to the following types of work/services:

- Plan Reviews, including but not limited to Building, Fire, Electrical, Mechanical, and Plumbing.
- Building Inspections, including but not limited to non-structural fire and life safety inspections, structural inspections, energy code inspections, barrier free inspections, mechanical, plumbing and electrical inspections.
- Building Official and Administrative Services, including but not limited to Code Interpretations and administrative needs such as ordinance review and update, staffing needs and department budget development and review.
- Land Use Planning, including but not limited to review of development applications for subdivisions, planned developments, binding site plans, variances, conditional uses, sign permits, critical area permits, GMA concurrency, SEPA compliance, comprehensive planning and GIS.
- Civil and Site Plan Review
- Attendance at meetings.
- Other related work as requested by the City.

TASK ORDER PROCESS

Task orders made by the City shall be issued in writing by a Task Order Assignment Document, provided in Exhibit A-1. In response to a Task Order Assignment Document, the Consultant shall prepare a detailed Scope of Work, professional service budget, project schedule, and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule which shall be included in the scope of work. The City's Project Manager will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Task Order Assignment Document is signed by the Consultant and the City and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less than 24 hour) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Order Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Order Assignment Document is issued by the City, whether formal or informal, the consultants designated project manager will meet with the City personnel as needed to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear communication and establish accountability. When forming a project team the consultant will:

- Be as accurate as possible when identifying key staff that will be assigned project work.
- Achieve concurrence in staffing assignments from the appropriate discipline team leaders and principle in charge.
- Identify appropriate sub-consultants and similarly obtain Principal in Charge concurrence.

CONTRACT VALUE

The City estimates that the potential value of the contract will not exceed \$50,000. The City is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the Consultant under this Agreement. At any time during the funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City reserves the right to add and or delete Task Assignments to meet other priorities.

PLAN REVIEW TASK ORDERS

BHC will review plans submitted with building permit applications for structural and nonstructural code compliance in accordance with the currently adopted construction codes as adopted and amended by the State of Washington and City of Des Moines (CITY), except that BHC will confer with the Building Official and his/her agent on any portion of the review that specifically requires the approval of the Building Official as specified in the code(s).

- A. The BHC will not provide design assistance or advice to the applicant, make any structural changes on the plans, or make any changes that directly contradict other information on the plans. Significant changes must be made by or under the direction of the applicant or design

professional.

- B. Reviews shall be done by BHC, an approved representative, or an outside sub-consultant. The name of the reviewer or outside consultant shall be submitted to the CITY.
- C. If corrections or additions are required, the Consultant will write a draft review letter addressed to the applicant. This draft review letter will be sent to the CITY's agent. The CITY will then send the draft review letter, along with any additional CITY requirements to the applicant. The correction letter will indicate to the applicant that they are required to submit the revisions/additions to the CITY per the submittal requirements for the permit type under review.
- D. BHC will indicate that the drawings and other review materials have been reviewed and found to be in substantial compliance with applicable construction codes and ordinances. The reviewer's name and date of compliance will be affixed to each sheet in up to two sets of drawings including the cover sheet.
- E. Complete reviews will include structural, nonstructural, accessibility, energy, and ventilation requirements. Partial reviews will be indicated as either structural or nonstructural or as mutually agreed upon in the Task Assignment.
- F. The CITY will intake, track, and process the permit applications and all revisions per current building and permit administration procedures.
- G. BHC will be responsible for the transportation and cost of returning permit review documents back to the CITY. The CITY will be responsible for the transportation and cost of delivering permit review documents to BHC.
- H. Unless specifically noted otherwise in the Task Order Assignment, the Consultant will complete the initial review and will have either approved the application and notified the CITY of approval or contacted the applicant and the CITY with corrections within the time frames listed below:

Project Type	Initial Review	Re-Review
Single-Family	10 days (2 weeks)	5 days (1 week)
Multi-Family	15 days (3 weeks)	10 days (2 weeks)
Commercial	20 days (4 weeks)	15 ays (3 weeks)

- I. The Consultant will review any revisions or additional information and will either indicate compliance with the code(s) against which it was checked and notify the CITY of compliance, or if the drawings are still not complete, contact the applicant and the CITY with additional revision requests within the time frames specified above.
- J. The review time may be negotiated based on the number and complexity of projects to be reviewed. The Consultant will not be held responsible for delays beyond the Consultant's control. During heavy workloads or schedule delays, the Consultant shall notify the CITY of revisions to estimated target dates.

BUILDING INSPECTION TASK ORDERS

BHC will provide certified building inspectors that will provide building inspections in accordance with the currently adopted International Codes, Washington State Building Code (WAC 51-50 and 51-51), and Energy Code (WAC 51-11), and the applicable CITY Building Codes, except that inspectors will confer

with the Building Official or his/her agent on any portion of the review that specifically requires an approval of the Building Official under the applicable Code(s), or that involves an unusual interpretation.

Inspections will be done in accordance with CITY codes, ordinances and regulations in effect and will be performed in a courteous and professional manner. Up-to-date records of inspection status will be maintained on the job card in the field and on the office copy of the permit.

EXHIBIT "A-1"

Formal Task Assignment Document

Task Number _____

The general provisions and clauses of the Consultant On-Call Services Contract dated _____ shall be in full force and effect for this Task Assignment.

Location of Project: _____

Project Title: _____

Maximum Amount Payable Per Task Assignment: _____

Completion Date: _____

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

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

EXHIBIT "B"
SCHEDULE OF RATES, CHARGES AND FEES

Task Order Assignments will be based on the hourly rates indicated below:

<u>Classification</u>	<u>Hourly Rate</u>
Building Inspector	\$75
Electrical	\$85
Plan Reviewer - nonstructural	\$130
Structural P.E.	\$170
Civil/site plan review (P.E.)	\$130
Principal Consultant (Building Official)	\$150
Planning Director	\$130
Planning Manager (Land Use/Environmental)	\$100
Planner (Land Use/Environmental)	\$95
GIS Technician	\$90
Administration Assistance	\$75

- A. Each billing statement will include the permit application number and owner or project name of the plans reviewed with the fee.
- B. Billing statements will be issued for reviews that receive a complete initial review in the preceding month or other acceptable time period.
- C. The CITY shall have the right to withhold payment to the Consultant for any work not completed in a satisfactory manner until such time that the consultant modifies such work to the satisfaction of the CITY.
- D. The cost of delivering plans for review to BHC will be incurred by the CITY. The cost of delivering reviewed plans back to city will be incurred by BHC.
- E. Hourly rates shown are portal to portal from inspector's residence or the Seattle office, whichever is less for on-call services.
- F. All mileage included by BHC inspector will be reimbursed at the most current IRS rate, currently .56 cents per mile. Mileage will not be assessed on travel using client supplied vehicle.
- G. Consultant staff's normal work days are Monday through Friday (8am~5pm). Office work on Saturdays, Sundays, or CITY Holidays will be performed only at specific request of the CITY. Billing for work performed outside normal work hours are on Saturdays, Sundays, or CITY Holidays shall be at 150% of the rates shown above.
- H. This Schedule of Hourly Rates is effective as of January 1, 2013. Rates are subject to annual review.

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The 2015 City preliminary base operating budget totals \$31,746,166. In comparison, the 2014 adopted operating budget totals \$29,921,367. The 2015 preliminary base budget exceeds the 2014 adopted budget by \$1,824,800 or 6.1%.

Alternatives

None.

Recommendation

None.

CITY OF DES MOINES, WA
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2015 PRELIMINARY BUDGET

Attachment A

Department Operating Budgets Summary - (All Funds)

Department	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Estimated	2014 Budget	2015 Budget	\$ Chg '14-'15	% Chg '14-'15
Legislative:									
City Council	169,674	117,897	132,795	70,018	85,917	92,216	94,271	2,055	2.2%
Subtotal	\$ 169,674	\$ 117,897	\$ 132,795	\$ 70,018	\$ 85,917	\$ 92,216	\$ 94,271	\$ 2,055	2.2%
Judicial:									
Municipal Court	787,795	756,660	797,562	805,346	840,427	814,404	864,680	50,276	6.2%
Trial Court Improvement Account	34,711	36,633	35,949	37,869	39,572	39,473	41,918	2,445	6.2%
Judicial ARRA Grant	-	21,475	481	14,703	-	-	-	-	N/A
Subtotal	\$ 822,506	\$ 814,768	\$ 833,992	\$ 857,918	\$ 879,999	\$ 853,877	\$ 906,598	\$ 52,721	6.2%
Jail:									
Jail Services	638,648	770,963	672,729	579,794	621,445	599,077	472,934	(126,143)	-21.1%
Subtotal	\$ 638,648	\$ 770,963	\$ 672,729	\$ 579,794	\$ 621,445	\$ 599,077	\$ 472,934	\$ (126,143)	-21.1%
Executive:									
City Manager	469,600	541,920	581,529	480,982	457,962	506,368	354,288	(152,080)	-30.0%
Hearing Examiner Services	-	-	2,097	17,850	4,175	5,000	5,000	-	0.0%
Economic Development	-	-	-	139,218	150,984	150,075	149,350	(725)	-0.5%
Public Defender	130,974	122,799	121,410	117,100	122,355	124,400	126,700	2,300	1.8%
Record Services	144,214	171,824	188,255	115,415	126,624	132,230	120,942	(11,288)	-8.5%
Personnel Services	7,741	24,111	71,749	75,077	127,345	22,806	149,821	127,015	556.9%
Central Services	47,828	110,336	49,036	62,626	51,491	61,993	49,945	(12,048)	-19.4%
Community Information Services	19,025	18,734	21,572	13,987	13,470	16,542	17,750	1,208	7.3%
Risk Management (Self-Insurance)	766,109	624,468	672,908	550,862	570,354	590,978	662,842	71,864	12.2%
Subtotal	\$ 1,585,491	\$ 1,614,192	\$ 1,708,556	\$ 1,573,117	\$ 1,624,760	\$ 1,610,392	\$ 1,636,638	\$ 26,246	1.6%
Finance:									
Financial Services	789,206	801,773	788,786	826,424	884,319	874,086	894,157	20,071	2.3%
Recording & Election Services	-	-	-	116,270	65,722	83,340	74,205	(9,135)	-11.0%
King County Detox Program	7,579	5,359	9,076	5,339	6,243	5,994	6,895	901	15.0%
Revenue Stabilization	805,175	-	-	-	-	-	-	-	N/A
Computer Operations	509,485	475,527	482,624	473,976	403,741	417,772	425,857	8,085	1.9%
Computer Replacement	98,176	127,577	93,240	148,179	127,981	200,888	276,752	75,864	37.8%
Unemployment Compensation Reserve	90,466	60,872	37,601	10,431	20,000	70,000	50,000	(20,000)	-28.6%
Subtotal	\$ 2,300,087	\$ 1,471,108	\$ 1,411,327	\$ 1,580,619	\$ 1,508,006	\$ 1,652,080	\$ 1,727,866	\$ 75,786	4.6%
Legal:									
City Attorney	521,093	470,322	542,070	552,897	580,900	593,437	602,794	9,357	1.6%
Domestic Violence	2,553	68	-	-	-	-	-	-	-
Subtotal	\$ 523,646	\$ 470,390	\$ 542,070	\$ 552,897	\$ 580,900	\$ 593,437	\$ 602,794	\$ 9,357	1.6%
Law Enforcement:									
Administration	2,092,397	1,986,631	1,966,665	1,395,983	1,608,464	1,569,599	1,691,033	121,434	7.7%
Retiree Benefit Payments	-	-	81,254	91,799	49,761	87,600	80,000	(7,600)	-8.7%
Police Facilities	-	-	-	133,005	132,592	130,264	140,159	9,895	7.6%
Police Officers Training	-	-	-	63,496	78,409	60,871	63,749	2,878	4.7%
Civil Service	5,879	10,349	16,922	10,989	11,767	13,663	13,958	295	2.2%
Detectives	840,420	839,980	833,706	822,851	917,290	924,342	944,910	20,568	2.2%
Property & Evidence Room	-	-	-	69,116	58,451	76,765	74,396	(2,369)	-3.1%
Patrol	2,925,873	2,769,580	2,827,163	4,272,850	4,573,924	4,819,981	5,595,387	775,406	16.1%
Crime Prevention	1,511	(4)	1	215,243	268,871	271,848	257,012	(14,836)	-5.5%
Police Grants	296,747	275,183	288,895	39,990	13,147	15,064	18,212	3,148	20.9%
Animal Control	-	10,329	317,336	423,164	374,633	385,000	368,000	(17,000)	-4.4%
Automated Speed Enforcement Program	113,806	113,816	116,220	119,440	132,372	142,079	143,896	1,817	1.3%
Police Drug Seizure	2,266	3,733	6,283	2,390	2,750	15,000	15,000	-	0.0%
Police Restoration Fund	1,510,286	1,512,561	1,250,598	14,361	-	-	-	-	N/A
Subtotal	\$ 7,789,185	\$ 7,522,158	\$ 7,705,043	\$ 7,674,677	\$ 8,222,431	\$ 8,512,076	\$ 9,405,712	\$ 893,636	10.5%
Planning/Building/Public Works:									
Planning/Building/Public Works - Administration	422,335	432,424	423,551	249,304	263,898	275,196	287,191	11,995	4.4%
All City Buildings	219,050	220,890	231,241	232,638	260,355	261,195	271,307	10,112	3.9%
Facilities/CIP Management	-	-	-	159,694	164,682	164,504	172,344	7,840	4.8%
Code Enforcement	-	-	-	108,333	111,083	112,169	122,676	10,507	9.4%
Engineering Services	592,004	569,303	571,266	511,614	657,354	649,719	811,474	161,755	24.9%
ESA/SAAP Grant-WD #54 Wtr Sys	-	378,689	121,311	-	-	-	-	-	N/A
Joint Minor Home Repair Program	21,273	27,932	20,886	18,096	22,160	25,213	28,055	2,842	11.3%
Building Division	741,410	712,583	681,173	588,571	604,188	629,437	725,330	95,893	15.2%
Plan & Development Services	531,793	524,148	454,162	431,450	415,561	422,238	451,456	29,218	6.9%
Community Development Grants	77,572	51,748	53,420	55,464	48,742	49,671	85,493	35,822	72.1%
Park Maintenance Operations	684,931	743,755	705,470	530,552	653,639	725,908	758,085	32,177	4.4%
Street Administration & Maintenance	1,066,019	1,096,710	970,515	1,086,913	1,137,250	1,203,515	1,333,999	130,484	10.8%
Surface Water Management-Engineering	672,750	673,661	738,709	810,100	1,030,025	1,060,661	929,917	(130,744)	-12.3%
Surface Water Management-Maintenance	783,559	780,889	850,300	898,203	896,161	1,079,511	1,105,155	25,644	2.4%
Surface Water Management-NPDES Prog	289,664	302,809	348,826	229,069	293,476	311,172	339,071	27,899	9.0%
Surface Water Management-Transfer	662,669	638,530	683,528	710,536	487,507	487,507	759,502	271,995	55.8%
Equipment Rental Operations	549,629	511,057	587,864	511,149	529,139	525,803	543,958	18,155	3.5%
Equipment Rental Replacement	263,113	201,990	184,898	18,208	131,456	394,212	760,000	365,788	92.8%
Facility Repair & Replacement Fund	210,523	231,872	108,034	44,343	160,128	52,500	238,475	185,975	354.2%
Subtotal	\$ 7,788,294	\$ 8,098,990	\$ 7,735,154	\$ 7,194,237	\$ 7,866,804	\$ 8,430,131	\$ 9,723,488	\$ 1,293,357	15.3%

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CITY OF DES MOINES, WA
2015 PRELIMINARY BUDGET

Department Operating Budgets Summary - (All Funds)

Department	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Estimated	2014 Budget	2015 Budget	\$ Chg '14-'15	% Chg '14-'15
Parks, Recreation & Senior Services:									
Administration	287,791	285,658	275,223	282,504	288,859	294,398	304,699	10,301	3.5%
Recreation Programs	738,042	724,736	763,755	654,296	743,247	717,291	764,507	47,216	6.6%
Events and Facilities	-	-	-	295,855	327,528	324,363	357,625	33,262	10.3%
Senior Services	257,306	241,222	248,692	259,341	254,880	262,788	282,850	20,062	7.6%
Senior Programs	53,582	58,028	65,215	58,542	74,191	62,741	68,023	5,282	8.4%
Human Services	75,000	77,500	76,700	73,500	71,625	74,050	81,200	7,150	9.7%
HEAL Grant	6,579	112,840	62,828	40,912	11,310	35,760	-	(35,760)	-100.0%
Arts Commission	26,436	24,223	34,566	42,346	52,171	52,971	52,672	(299)	-0.6%
Mt Rainier Pool	86,552	-	-	-	-	-	-	-	N/A
Hotel/Motel Tax	17,230	16,473	15,134	19,822	20,583	17,813	20,000	2,187	12.3%
Subtotal	\$ 1,548,518	\$ 1,540,680	\$ 1,542,113	\$ 1,727,118	\$ 1,844,394	\$ 1,842,175	\$ 1,931,576	\$ 89,401	4.9%
Marina:									
Administration	1,949,304	1,959,348	5,123,534	1,608,133	1,254,141	1,269,670	1,026,613	(243,057)	-19.1%
Services	1,325,591	1,691,100	1,586,132	1,629,063	1,585,731	1,596,410	1,712,124	115,714	7.2%
Maintenance	418,120	457,092	426,933	470,755	610,185	552,198	609,457	57,259	10.4%
Events and Facilities	-	-	-	13,593	30,527	38,880	34,021	(4,859)	-12.5%
Transfers-Out	-	-	-	483,017	823,751	823,467	823,587	120	0.0%
Marina Repair & Replacement	1,553	13,790	2,781	287,301	327,000	750,000	320,000	(430,000)	-57.3%
Subtotal	\$ 3,694,568	\$ 4,121,330	\$ 7,139,380	\$ 4,491,862	\$ 4,631,335	\$ 5,030,625	\$ 4,525,802	\$ (504,823)	-10.0%
Non-Departmental									
Miscellaneous Memberships	47,685	48,773	53,654	51,318	51,050	53,200	52,320	(880)	-1.7%
Fire Control	20,263	27,677	26,885	29,654	36,473	39,931	40,175	244	0.6%
Pollution Control	13,584	13,312	13,525	13,440	13,291	13,291	16,388	3,097	23.3%
Debt Service Funds	561,454	655,369	454,972	408,448	403,971	404,780	404,245	(535)	-0.1%
General & Street Funds Operating Tsfs	88,242	206,048	46,357	-	92,822	194,078	205,358	11,280	5.8%
Total Operating Budget	\$ 27,591,846	\$ 27,493,656	\$ 30,018,553	\$ 26,805,118	\$ 28,463,599	\$ 29,921,367	\$ 31,746,166	\$ 1,824,800	6.1%

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Years 2015 – 2020 Draft SWM
Capital Improvement Plan

ATTACHMENTS:

1. Surface Water Management Capital Improvement Fund Summary
2. Power Point Presentation SWM 2015-2020 Draft CIP

FOR AGENDA OF: October 9, 2014

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: October 2, 2014

CLEARANCES:

- Legal _____
- Finance ph
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Planning, Building & Public Works DJB
- Police N/A
- Courts N/A

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this report is to present to the City Council the Years 2015 – 2020 Draft Capital Improvement Plan for the Surface Water Management Capital Fund.

Background

The Capital Improvement Plan provides a multi-year list of proposed capital expenditures and associated operating costs for the City. The Growth Management Act of 1990 requires communities to adopt comprehensive plans to guide the orderly development of growth. Also, the Plan focuses the community and Council’s attention on prioritizing projects, given the competing needs for projects.

Tonight’s briefing will present the 2015 – 2020 Capital Improvement Plan for the Surface Water Management Capital Fund.

Recommendation

None.

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2015-2020 CAPITAL IMPROVEMENT PLAN
Surface Water Management

2015 - 2020 PROPOSED CIP

	2013 Act	2014 Amend	2014 Est	2015	2016	2017	2018	2019	2020	2015 - 2020 6-Year TOTAL
BEGINNING FUND BALANCE	\$ 898,392	\$ 1,313,351	\$ 1,313,351	\$ 841,639	\$ 457,124	\$ 994,911	\$ 317,528	\$ 364,288	\$ 602,642	\$ 841,639
LOCAL REVENUES										
Interest Income	\$ 2,715	\$ 4,600	\$ 3,900	\$ 3,200	\$ 3,200	\$ 5,400	\$ 6,600	\$ 5,100	\$ 6,900	\$ 30,400
Hook-up Fees	\$ 57,773	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 450,000
Transfer from SWM operations	\$ 709,484	\$ 709,484	\$ 486,455	\$ 758,450	\$ 779,587	\$ 797,517	\$ 815,860	\$ 834,624	\$ 853,820	\$ 4,839,858
TOTAL LOCAL REVENUES	\$ 769,972	\$ 789,084	\$ 565,355	\$ 836,650	\$ 857,787	\$ 877,917	\$ 897,460	\$ 914,724	\$ 935,720	\$ 5,320,258
PROJECT REVENUES										
Lower Massey Creek - King County Flood Reduction Grant*	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Lower Massey Creek - King County Flood Control Funds*	\$ -	\$ -	\$ -	\$ 180,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 180,000
1st Avenue Pond Expansion - Normandy Park ILLA*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,800	\$ 204,750	\$ -	\$ 234,550
TOTAL PROJECT REVENUES	\$ -	\$ -	\$ -	\$ 380,000	\$ -	\$ -	\$ 29,800	\$ 204,750	\$ -	\$ 614,550
TOTAL REVENUES & FUND BALANCE	\$ 1,668,364	\$ 2,102,435	\$ 1,878,706	\$ 2,058,289	\$ 1,314,911	\$ 1,872,828	\$ 1,244,788	\$ 1,483,762	\$ 1,538,362	\$ 6,776,447
PROJECT EXPENDITURES										
City Proj No.										
451.806-01 Lower Des Moines Creek Channel Modifications	\$ 349	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
451.820 Barnes Creek 223rd Culvert Replacement	14,495	-	-	-	-	-	-	-	-	-
451.818 Redondo Heights Culvert Replacement	6,898	-	-	-	-	-	-	-	-	-
451.825 216th Street (15th Ave to 18th Ave) Storm Drainage Repair	150,499	-	38,150	-	-	-	-	-	-	-
451.810 Detention Pond Safety Improvements	2,141	-	47,500	-	-	-	-	-	-	-
451.812 DIMMD Pipeline S. 212th to S. 213th	18,507	355,808	368,087	-	-	-	-	-	-	-
451.819 216th Pl. Culvert Replacement	9,628	196,400	184,162	-	-	-	-	-	-	-
451.815 24th Avenue Pipeline Replacement/Upgrade	-	242,700	220,820	280,100	-	-	-	-	-	280,100
451.821 Lower Massey Creek Channel Modifications	152,410	236,590	35,000	1,248,565	-	-	-	-	-	1,248,565
451.804 Barnes Creek/KDM Rd. Culvert Repl.	87	9,999	320,000	92,500	320,000	1,148,300	-	-	-	1,560,800
451.826 Pipe Replacement Program	-	-	-	-	-	328,000	328,000	328,000	328,000	1,312,000
451.824 North Hill NE 197th St Trunkline Upgrade	-	-	-	-	-	79,000	455,800	-	-	534,800
451.822 199th N Hill Trunk Line Upgrade	-	-	-	-	-	-	37,100	228,620	-	285,720
451.823 1st Avenue Pond Expansion	-	-	-	-	-	-	59,600	324,500	-	384,100
TOTAL PROJECT EXPENDITURES	\$ 355,014	\$ 1,041,496	\$ 893,719	\$ 1,601,165	\$ 320,000	\$ 1,555,300	\$ 880,500	\$ 881,120	\$ 328,000	\$ 5,566,085

*These grants and/or loans need to be applied for.

ATTACHMENT 1



2015-2020 CAPITAL IMPROVEMENT PLAN
Surface Water Management

		2015 - 2020 PROPOSED CIP						2015 - 2020			
		2013 Act	2014 Amend	2014 Est	2015	2016	2017	2018	2019	2020	6-Year TOTAL
OPERATING TRANSFERS											
	Transfer to Arterial Street - South 251st Slide Repairs	\$ -	\$ -	\$ 143,348	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Operating Transfers	\$ -	\$ -	\$ 143,348	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	TOTAL EXPENDITURES	\$ 355,014	\$ 1,041,496	\$ 1,037,067	\$ 1,601,165	\$ 320,000	\$ 1,555,300	\$ 880,500	\$ 881,120	\$ 328,000	\$ 5,566,085
	ENDING FUND BALANCE	\$ 1,313,351	\$ 1,060,939	\$ 841,639	\$ 457,124	\$ 994,911	\$ 317,528	\$ 364,288	\$ 602,642	\$ 1,210,362	\$ 1,210,362
PORTION OF PROJECT FUNDED BY SWM											
	451.806-01 Lower Des Moines Creek Channel Modifications	\$ 349	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	451.818 Redondo Heights Culvert Replacement	6,898	-	-	-	-	-	-	-	-	-
	451.820 Barnes Creek 223rd Culvert Replacement	14,495	-	-	-	-	-	-	-	-	-
	451.812 DMMD Pipeline S. 212th to S. 213th	18,507	355,808	388,087	-	-	-	-	-	-	-
	451.819 216th Pl. Culvert Replacement	9,628	196,400	184,162	-	-	-	-	-	-	-
	451.899 Detention Pond Safety Improvements	2,141	-	47,500	-	-	-	-	-	-	-
	451.821 Lower Massey Creek Channel Modifications	152,410	236,590	220,820	888,565	-	-	-	-	-	888,565
	451.804.00 Barnes Creek/KDM Rd. Culvert Repl.	87	9,999	35,000	92,500	320,000	1,148,300	-	-	-	1,560,800
	451.815 24th Avenue Pipeline Replacement/Upgrade	-	242,700	-	260,100	-	-	-	-	-	260,100
	Pipe Replacement Program	-	-	-	-	-	328,000	328,000	328,000	328,000	1,312,000
	199th N Hill Trunk Line Upgrade	-	-	-	-	-	-	37,100	228,620	-	265,720
	1st Avenue Pond Expansion	-	-	-	-	-	-	29,800	119,750	-	149,550
	North Hill NE 197th St Trunkline Upgrade	-	-	-	-	-	79,000	455,800	-	-	534,800
	216th Street (15th Ave to 18th Ave) Storm Drainage Repair	-	-	38,150	-	-	-	-	-	-	-
	Transfer to Arterial Street - South 251st Slide Repairs	150,499	-	143,348	-	-	-	-	-	-	-
	TOTAL FUNDED BY SWM	\$ 355,014	\$ 1,041,496	\$ 1,037,067	\$ 1,221,165	\$ 320,000	\$ 1,555,300	\$ 850,700	\$ 676,370	\$ 328,000	\$ 4,951,535



**2015-2020 CAPITAL IMPROVEMENT PLAN
Surface Water Management**

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Surface Water Management	City Project #	451.825
PROJECT	216th Street (15th Avenue to 18th Avenue) Storm Drainage Repair	Dept Project #	Improvement
LOCATION	North Shoulder Area of 216th Street	Project Type:	1, 2, 4
DESCRIPTION:	Replace approximately 350 feet of corroded metal storm pipe with new 24-inch diameter pipe plus road restoration.	Council Goals met:	
		Council Objectives met:	
		Project Status	

COST ELEMENTS	EXPENDITURE SCHEDULE										
	TOTAL*	FY 12 Act	FY 13 Act	FY 14 Amd	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMINISTRATION	\$ 10,010		\$ 8,010	\$ -	\$ 2,000						
CIP PROJ MANAGEMENT	\$ -										
DESIGN / PERMITTING	\$ 17,372		17,372								
LAND	\$ -										
BUILDINGS	\$ -										
IMPROVEMENTS	\$ 158,567		125,117		33,450						
INSPECTION	\$ 2,700				2,700						
CONTINGENCY	\$ -										
SALES TAX	\$ -										
TOTAL	\$ 188,649		\$ 150,499	\$ -	\$ 38,150						

FUNDING SOURCES	TOTAL*	FY 12 Act	FY 13 Act	FY 14 Amd	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
SWM CIP	\$ 188,649		\$ 150,499	\$ -	\$ 38,150						
TOTAL	\$ 188,649		\$ 150,499	\$ -	\$ 38,150						

*Excludes FY 14 Amd



2015-2020 CAPITAL IMPROVEMENT PLAN Surface Water Management

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY Surface Water Management **PROJECT NO.** 451.812
PROJECT Des Moines Memorial Drive - S. 212th to S. 213th Pipeline Replacement **Project Type:** Improvement
LOCATION North side of Des Moines Memorial Drive from S. 212th Street to S. 213th Street **Council Goals met:** 2
DESCRIPTION: Replacement of 350 feet of existing storm drainage and ditches with 18-inch pipe. **Council Objectives met:**
Project Status

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL*	Prior Years	FY 12 Act	FY 13 Act	FY 14 Amd	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMINISTRATION	\$ 19,903	\$ 2,282		\$ 13,621	\$ (8,714)	\$ 4,000						
CIP PROJ MANAGEMENT	5,929	929			5,000	5,000						
Design	11,886		4,886		17,521	7,000						
Improvements	291,887				259,000	291,887						
Construction Management	31,000				31,000	31,000						
CONTINGENCY	29,200				52,000	29,200						
OTHER	-											
TOTAL	\$ 389,805	\$ 3,211		\$ 18,507	\$ 355,808	\$ 368,087						

FUNDING SOURCES	TOTAL*	Prior Years	FY 12 Act	FY 13 Act	FY 14 Amd	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
SWM CIP	\$ 389,805	\$ 3,211		\$ 18,507	\$ 355,808	\$ 368,087						
TOTAL	\$ 389,805	\$ 3,211		\$ 18,507	\$ 355,808	\$ 368,087						

*Excludes FY 14 Amd



**2015-2020 CAPITAL IMPROVEMENT PLAN
Surface Water Management**

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY Surface Water Management PROJECT NO. 451.812
PROJECT Des Moines Memorial Drive - S. 212th to S. 213th Pipeline Replacement Improvement
LOCATION North side of Des Moines Memorial Drive from S. 212th Street to S. 213th Street Council Goals met: 2
 Council Objectives met: _____
 Project Status: _____

JUSTIFICATION: During major storms, the drainage ditch along the north side of Des Moines Memorial Drive, west of S. 212th Street, overflows and crosses over to the east side of Des Moines Memorial Drive and into a landslide hazard area. This project replaces the existing ditch system with a new 18-inch pipe.

SCOPE OF WORK:

Type 1 Catch basins	\$ 16,000
18-inch Pipe	18,200
Ecology Block Wall	20,000
	<u>74,700</u>
Road restoration	10,500
Traffic Control/Misc.	10,000
	<u>74,700</u>
30% Contingency	\$ 90,500
Inspection	30,000
Design	20,000
City Staff Administration	20,000
	6,500
	<u>167,000</u>

2013 dollars



**2015-2020 CAPITAL IMPROVEMENT PLAN
Surface Water Management**

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY Surface Water Management City Project # 451.819
PROJECT 216th Place Culvert Replacement SWM Project # _____
Project Type: _____
Council Goals met: _____
Council Objectives met: _____
Project Status _____

LOCATION 216th Place (4th Place S. to Des Moines Memorial Drive)

DESCRIPTION: Replacement of existing 18-inch corrugated metal pipe with 400 feet of 24-inch pipe.

EXPENDITURE SCHEDULE											
COST ELEMENTS	TOTAL*	FY 12 Act	FY 13 Act	FY 14 Amd	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMINISTRATION	\$ 4,624		\$ 1,624	\$ 2,652	\$ 3,000						
CIP PROJ MANAGEMENT	8,000			10,000	8,000						
Design	13,004		8,004	5,248	5,000						
Improvements	141,512			120,000	141,512						
Inspection	12,500			19,500	12,500						
CONTINGENCY	14,150			39,000	14,150						
OTHER	-										
TOTAL	\$ 193,790		\$ 9,628	\$ 196,400	\$ 184,162						

FUNDING SOURCES	TOTAL*	FY 12 Act	FY 13 Act	FY 14 Amd	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
SWM CIP	\$ 193,790		\$ 9,628	\$ 196,400	\$ 184,162						
	-										
	-										
TOTAL	\$ 193,790		\$ 9,628	\$ 196,400	\$ 184,162						

*Excludes FY 14 Amd



2015-2020 CAPITAL IMPROVEMENT PLAN

Surface Water Management

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Surface Water Management	City Project #	451.810
PROJECT	Detention Pond Safety Improvements	Dept Project #	
		Project Type:	Improvement
		Council Goals met:	1, 2, 4
		Council Objectives met:	
		Project Status	

LOCATION

DESCRIPTION: Install 6-foot vinyl coated fencing (with access gates) at four pond locations (Mediterranean Heights, Bluffs at Redondo (2 ponds), and Saltwater Highlands).

EXPENDITURE SCHEDULE											
COST ELEMENTS	TOTAL*	FY 12 Act	FY 13 Act	FY 14 Amd	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMINISTRATION	\$ 5,641		\$ 2,141		\$ 3,500						
CIP PROJ MANAGEMENT	-										
DESIGN / PERMITTING	-										
LAND	-										
BUILDINGS	-										
IMPROVEMENTS (incl. tax)	44,000				44,000						
INSPECTION	-										
CONTINGENCY	-										
TOTAL	\$ 49,641		\$ 2,141	\$ -	\$ 47,500						

FUNDING SOURCES	TOTAL*	FY 12 Act	FY 13 Act	FY 14 Amd	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
SWM CIP	\$ 49,641		\$ 2,141	\$ -	\$ 47,500						
	-										
TOTAL	\$ 49,641		\$ 2,141	\$ -	\$ 47,500						

*Excludes FY 14 Amd



**2015-2020 CAPITAL IMPROVEMENT PLAN
Surface Water Management**

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Surface Water Management	City Project #	451.810
PROJECT	Detention Pond Safety Improvements	Dept Project #	Improvement
LOCATION		Project Type:	1, 2, 4
		Council Goals met:	
		Council Objectives met:	
		Project Status	

JUSTIFICATION: Although the pond design meets the drainage standards, the Washington Cities Insurance Authority (WCIA) recommends that ponds that have permanent pools be contained within a 6-foot fence for safety. Staff has reviewed the inventory of publicly owned facilities and have initially identified four facilities that should be fenced.

SCOPE OF WORK: Install 550 feet of black vinyl coated chain link fencing at the Mediterranean Heights subdivision, 500 - 1000 feet at the Bluffs of Redondo subdivision (two ponds), and 350 feet at the Saltwater Highlands Tract A pond. Work would include where appropriate a 16-foot access gate.



**2015-2020 CAPITAL IMPROVEMENT PLAN
Surface Water Management**

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

City Project # 451,821
 Dept Project # SWM-01
 Project Type: Enhancement
 Council Goals met: 4
 Council Objectives met:
 Project Status: Approved

CATEGORY Surface Water Management
PROJECT Lower Massey Creek Channel Modifications
LOCATION Massey Creek from 10th Avenue S to Marine View Drive
DESCRIPTION: Stream channel widening, berms and fish habitat features.

COST ELEMENTS	TOTAL*	EXPENDITURE SCHEDULE															
		FY 12 Act	FY 13 Act	FY 14 Amd	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20						
ADMINISTRATION	\$ 36,676		\$ 1,676	\$ 12,324	\$ 10,000	\$ 25,000											
CIP PROJ MANAGEMENT	5,000			-		5,000											
DESIGN / ENGINEERING	234,887		150,735	79,265	84,152												
PERMITTING	100,000			100,000	100,000												
BUILDINGS	-			-													
IMPROVEMENTS	809,100			-		809,100											
INSPECTION	121,365			-		121,365											
CONTINGENCY	314,768			45,000	26,668	288,100											
OTHER	-																
TOTAL	\$ 1,621,795		\$ 152,410	\$ 236,590	\$ 220,820	\$ 1,248,565											

FUNDING SOURCES	TOTAL*	EXPENDITURE SCHEDULE															
		FY 12 Act	FY 13 Act	FY 14 Amd	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20						
SWM CIP	\$ 1,241,795		\$ 152,410	\$ 236,590	\$ 220,820	\$ 868,565											
King County Flood Reduct. Grant**	200,000					200,000											
King County Flood Control Fund	180,000					180,000											
TOTAL	\$ 1,621,795		\$ 152,410	\$ 236,590	\$ 220,820	\$ 1,248,565											

*Excludes FY 14 Amd



2015-2020 CAPITAL IMPROVEMENT PLAN Surface Water Management

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Surface Water Management	City Project #	451.821
PROJECT	Lower Massey Creek Channel Modifications	Dept Project #	SWM-01
LOCATION	Massey Creek from 10th Avenue S to Marine View Drive	Project Type:	Enhancement
		Council Goals met:	4
		Council Objectives met:	
		Project Status	Approved

** Anticipated

JUSTIFICATION:

This project involves widening the Massey Creek Channel between 10th Avenue South and Marine View Drive and berming the north side of the stream. Existing vegetation will be removed and replaced with "controlled riparian" vegetation. In addition, fish habitat, spawning gravel, eddy pools, bushes, shrubs and shade trees will be added to improve water quality and fish resources. The finished project will alleviate flooding in that section of Massey Creek and restore a "fish friendly" and aesthetic stream-like quality to Massey Creek. The land has already been purchased in 1998. This project was listed in the Massey Creek Basin Plan and Lower Massey Creek Flood Alternative Analysis.

SCOPE OF WORK:

1. Stream bank modifications from 10th Avenue S to Marine View Drive.
2. Approximately 300 feet of berm on the north bank.
3. Installation of 10-12 anchored log weirs and bank logs for erosion control.
4. Development of a meandering stream, riffle pools, and spawning gravel within the land acquisition area.
5. Installation of retaining walls along the narrow or confined areas of the channel next to Kent-Des Moines Road.
6. Removal of existing bank vegetation and replace with low maintenance, controlled vegetation (brush and trees).



2015-2020 CAPITAL IMPROVEMENT PLAN

Surface Water Management

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY: Surface Water Management City Project # 451,804.00

PROJECT: Barnes Creek/Kent-Des Moines Road Culvert Replacement Dept Project # SWM-12

LOCATION: Barnes Creek at Kent Des Moines Road Project Type: Improvement

DESCRIPTION: Replacement of the existing culvert with a new 42-inch diameter concrete culvert and installation of an energy dissipater structure at the downstream end of the culvert. Council Goals met: 1, 2, 4

Council Objectives met:

Project Status:

EXPENDITURE SCHEDULE												
COST ELEMENTS	TOTAL*	Prior Years	FY 12 Act	FY 13 Act	FY 14 Amd	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMINISTRATION	\$ 52,807	\$ 627	\$ 93	\$ 87	\$ 9,999	\$ 2,000	\$ 10,000	\$ 15,000	\$ 25,000			
CIP PROJ MANAGEMENT	10,000								10,000			
DESIGN	196,128	16,128						180,000				
Permitting	25,000							25,000				
BUILDINGS	-											
IMPROVEMENTS	752,500								752,500			
INSPECTION	135,000								135,000			
CONTINGENCY	339,300					6,000	7,500	100,000	225,800			
ALTERNATIVE ANALYSIS	102,000					27,000	75,000					
TOTAL	\$ 1,612,735	\$ 16,755	\$ 93	\$ 87	\$ 9,999	\$ 35,000	\$ 92,500	\$ 320,000	\$ 1,148,300			

FUNDING SOURCES	TOTAL*	Prior Years	FY 12 Act	FY 13 Act	FY 14 Amd	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
SWM CIP	\$ 1,612,736	\$ 16,755	\$ 93	\$ 87	\$ 9,999	\$ 35,000	\$ 92,500	\$ 320,000	\$ 1,148,300			
TOTAL	\$ 1,612,736	\$ 16,755	\$ 93	\$ 87	\$ 9,999	\$ 35,000	\$ 92,500	\$ 320,000	\$ 1,148,300			

*Excludes FY 14 Amd



2015-2020 CAPITAL IMPROVEMENT PLAN

Surface Water Management

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Surface Water Management	City Project #	451.804.00
PROJECT	Barnes Creek/Kent-Des Moines Road Culvert Replacement	Dept Project #	SWM-12
LOCATION	Barnes Creek at Kent Des Moines Road	Project Type:	Improvement
		Council Goals met:	1, 2, 4
		Council Objectives met:	
		Project Status	

JUSTIFICATION: This culvert replacement is needed to convey peak predicted flows without flooding Kent-Des Moines Road. At this point a new 42- to 48-inch reinforced concrete pipe culvert is planned to replace the existing undersized culvert. However, the new pipe size will need to be designed to meet current Hydraulic Code to allow both high- and low-flow fish passage. An energy dissipater will be included at the downstream end of the culvert (with a fish ladder). This project was identified in the Lower Massey Creek Basin Plan and Alternative Analysis. The timing of this project will be based on the outcome of a culvert survey made in 2004 to determine the condition of the culvert.

SCOPE OF WORK: Project improvements will include the installation of 80 to 100 feet of 48-inch or 60-inch diameter culvert or possibly the construction of a box culvert, depending on the method of construction and current fisheries requirements. Due to the depth of culvert and the high traffic of Kent-Des Moines Road, use of of boring or other trench-less technology will be explored. The dramatic elevation change from upstream to downstream and the need to moderate velocity for fish passage may require that a special energy dissipater and/or fish ladder be installed at the culvert outlet.



2015-2020 CAPITAL IMPROVEMENT PLAN

Surface Water Management

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY Surface Water Management PROJECT NO. 451.815

PROJECT 24th Avenue Pipeline Replacement/Upgrade Project Type: Upgrade

LOCATION The east side of 24th Avenue S. between S. 226th and S. 227th Council Goals met: 1, 3, 4

DESCRIPTION: Replacement of existing 12-inch storm drainage pipe with 36-inch trunkline. Council Objectives met:

Project Status

EXPENDITURE SCHEDULE											
COST ELEMENTS	TOTAL*	FY 12 Act	FY 13 Act	FY 14 Amd	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMINISTRATION	\$ 9,000		\$ 9,000	\$ 9,000		\$ 9,000					
CIP PROJ MANAGEMENT	15,000			15,000		15,000					
Design	20,000			20,000		20,000					
Improvements	160,100			148,900		160,100					
Construction Management	24,000			20,000		24,000					
CONTINGENCY	32,000			29,800		32,000					
OTHER	-										
TOTAL	\$ 260,100			\$ 242,700		\$ 260,100					

EXPENDITURE SCHEDULE											
FUNDING SOURCES	TOTAL*	FY 12 Act	FY 13 Act	FY 14 Amd	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
SWM CIP	\$ 260,100			\$ 242,700		\$ 260,100					
TOTAL	\$ 260,100			\$ 242,700		\$ 260,100					

*Excludes FY 14 Amd



**2015-2020 CAPITAL IMPROVEMENT PLAN
Surface Water Management**

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Surface Water Management	PROJECT NO.	451.815
PROJECT	24th Avenue Pipeline Replacement/Upgrade	Project Type:	Upgrade
LOCATION	The east side of 24th Avenue S. between S. 226th and S. 227th	Council Goals met:	1, 3, 4
		Council Objectives met:	
		Project Status	

JUSTIFICATION:

During major storms, the drainage system along the east side of 24th Avenue between S. 226th Street and S. 227th overflows to the pipe system on the west side. These overflows bypass the trunk system that conveys flows to the City Park regional detention facility and flood properties south of the 22th Street (south of Pacific Middle School). This project replaces the existing 12-inch pipe system with a new 36-inch trunk system, as recommended in the 1992 Massey Creek Basin Plan.

SCOPE OF WORK:

Type 2 Catch basins	\$ 24,000
36-inch Pipe	50,000
Road restoration	12,500
Traffic Control/Misc.	20,000
	<u>\$ 106,500</u>
20% Contingency	\$ 160,100
Construction management	32,020
City Staff Administration	24,000
	9,000
	<u>\$ 225,120</u>

2007 dollars

2015 dollars (7.5% infl.)



**2015-2020 CAPITAL IMPROVEMENT PLAN
Surface Water Management**

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY Surface Water Management City Project # 451.826
PROJECT Pipe Replacement Program Dept Project # Improvement
1, 2, 4
LOCATION Various Locations Council Goals met:
Council Objectives met:
Project Status

DESCRIPTION: Replacement of existing pipes. Location from year to year will depend on video assessment.

EXPENDITURE SCHEDULE											
COST ELEMENTS	TOTAL*	FY 12 Act	FY 13 Act	FY 14 Amd	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMINISTRATION	\$ 12,000							\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
CIP PROJ MANAGEMENT	20,000							5,000	5,000	5,000	5,000
DESIGN / PERMITTING	120,000							30,000	30,000	30,000	30,000
LAND	-										
BUILDINGS	-										
IMPROVEMENTS (incl. tax)	800,000							200,000	200,000	200,000	200,000
INSPECTION	120,000							30,000	30,000	30,000	30,000
CONTINGENCY	240,000							60,000	60,000	60,000	60,000
SALES TAX	-										
TOTAL	\$ 1,312,000							\$ 328,000	\$ 328,000	\$ 328,000	\$ 328,000
FUNDING SOURCES											
TOTAL*											
SWM CIP	\$ 1,312,000							\$ 328,000	\$ 328,000	\$ 328,000	\$ 328,000
	-										
TOTAL	\$ 1,312,000							\$ 328,000	\$ 328,000	\$ 328,000	\$ 328,000

*Excludes FY 14 Amd



**2015-2020 CAPITAL IMPROVEMENT PLAN
Surface Water Management**

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Surface Water Management	City Project #	451.826
PROJECT	Pipe Replacement Program	Dept Project #	Improvement
LOCATION	Various Locations	Project Type:	1, 2, 4
		Council Goals met:	
		Council Objectives met:	
		Project Status	

JUSTIFICATION: A video assessment of existing storm drain pipes is scheduled to begin in 2013. From the assessment a prioritized list of pipe that need to be replaced will be developed along with estimated costs.

SCOPE OF WORK: The amount of pipe replaced will vary from year to year depending on the depth of pipe, required structures, and required road restoration. The amount allocated to the program will initially be set at \$328,000 (with \$200,000 of improvements made). The program will be further refined with the allocation adjusted once the assessment is completed and needed improvement outlay determined.



**2015-2020 CAPITAL IMPROVEMENT PLAN
Surface Water Management**

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

City Project # 451.822
 Dept Project # SWM-20
 Project Type: Improvement
 Council Goals met: 2
 Council Objectives met:
 Project Status: Adopted

CATEGORY Surface Water Management

PROJECT 199th North Hill Trunkline Upgrade

LOCATION Between 1st Avenue and 4th Avenue S., North Hill Area

DESCRIPTION: Upgrading 420 feet of 12, 15 and 18-inch pipe with a 24-inch trunk line.

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL*	FY 12 Act	FY 13 Act	FY 14 Amd	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMINISTRATION	\$ 4,000								\$ 2,000	\$ 2,000	
CIP PROJ MANAGEMENT	5,000									5,000	
DESIGN / ENGINEERING	27,000								27,000		
LAND	-										
BUILDINGS	-										
IMPROVEMENTS	147,400									147,400	
INSPECTION	30,000									30,000	
CONTINGENCY	52,320								8,100	44,220	
SALES TAX	-										
OTHER	-										
TOTAL	\$ 265,720								\$ 37,100	\$ 228,620	

FUNDING SOURCES	TOTAL*	FY 12 Act	FY 13 Act	FY 14 Amd	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
SWM CIP	\$ 265,720								\$ 37,100	\$ 228,620	
TOTAL	\$ 265,720								\$ 37,100	\$ 228,620	

*Excludes FY 14 Amd



**2015-2020 CAPITAL IMPROVEMENT PLAN
Surface Water Management**

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Surface Water Management	City Project #	451.822
PROJECT	199th North Hill Trunkline Upgrade	Dept Project #	SWM-20
LOCATION	Between 1st Avenue and 4th Avenue S., North Hill Area	Project Type:	Improvement
		Council Goals met:	2
		Council Objectives met:	
		Project Status	Adopted

JUSTIFICATION:

The existing 199th trunk line was reviewed for capacity in the Normandy Park Comprehensive Plan - Normandy Creek/Upper Basin. The trunk line was found to be undersized (for most storms) for 200 feet of the length and aged for the remaining sections and does not meet current design standards. The increased size will alleviate local flooding that occurs in the upper basin of Normandy Creek. In order to provide mitigation for downstream impacts, the 1st Avenue Pond that is currently owned by Normandy Park will need to be expanded. An interlocal agreement will need to be made with Normandy Park for the expansion project as well as for the long term maintenance of the facility.

SCOPE OF WORK:

The project includes the placement of 450 feet of 24-inch diameter storm piping and 4 manhole structures along with required trench shoring for trenches more than 4 feet deep and pavement restoration work and traffic control. The pond will be expanded to the south within a parcel owned by Des Moines. Added pond capacity is estimated at 1.9 acre-foot.

<u>Pipe Upgrade</u>			
Mobilization			\$ 38,400
Type 2 Catch basins	4		28,100
24-inch Pipe	450 feet		30,000
Road restoration	5000 sq ft		20,000
Traffic Control/Misc			\$ 116,500
			<u>2012 dollars</u>
<u>1st Avenue Pond Expansion</u>			
Clearing/Grubbing			\$5,000
Grading			\$45,000
Landscaping			\$10,000
Fencing			\$15,000
Drainage			\$30,000
Traffic Control			\$20,000
Miscellaneous			\$50,000
			<u>\$175,000</u>
			2012 dollars

Total Improvements

\$291,500 2012 dollars



2015-2020 CAPITAL IMPROVEMENT PLAN

Surface Water Management

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Surface Water Management	City Project #	451.823
PROJECT	1st Avenue Pond Expansion	Dept Project #	SWM-20
LOCATION	Between 1st Avenue and 4th Avenue S., North Hill Area	Project Type:	Improvement
DESCRIPTION:	Expanding existing pond by 1.9 acre-feet.	Council Goals met:	2
		Project Status:	Adopted

EXPENDITURE SCHEDULE											
COST ELEMENTS	TOTAL*	FY 12 Act	FY 13 Act	FY 14 Amd	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMINISTRATION	\$ 3,000								\$ 1,000	\$ 2,000	
CIP PROJ MANAGEMENT	8,000								3,000	5,000	
DESIGN / ENGINEERING	42,600								42,600		
LAND	-										
BUILDINGS	-										
IMPROVEMENTS	225,000									225,000	
INSPECTION	26,500									26,500	
CONTINGENCY	79,000								13,000	66,000	
OTHER	-										
TOTAL	\$ 384,100								\$ 59,600	\$ 324,500	

EXPENDITURE SCHEDULE											
FUNDING SOURCES	TOTAL*	FY 12 Act	FY 13 Act	FY 14 Amd	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
SWM CIP	\$ 149,550								\$ 29,800	\$ 119,750	
Normandy Park ILA	234,550								29,800	204,750	
TOTAL	\$ 384,100								\$ 59,600	\$ 324,500	

*Excludes FY 14 Amd



**2015-2020 CAPITAL IMPROVEMENT PLAN
Surface Water Management**

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Surface Water Management	City Project #	451.823
PROJECT	1st Avenue Pond Expansion	Dept Project #	SWM-20
LOCATION	Between 1st Avenue and 4th Avenue S., North Hill Area	Project Type:	Improvement
		Council Goals met:	2
		Council Objectives met:	
		Project Status	Adopted

JUSTIFICATION:

The existing 199th trunk line was reviewed for capacity in the Normandy Park Comprehensive Plan - Normandy Creek/Upper Basin. The trunk line was found to be undersized (for most storms) for 200 feet of the length and aged for the remaining sections and does not meet current design standards. The increased size will alleviate local flooding that occurs in the upper basin of Normandy Creek. In order to provide mitigation for downstream impacts, the 1st Avenue Pond that is currently owned by Normandy Park will need to be expanded. An interlocal agreement will need to be made with Normandy Park for the expansion project as well as for the long-term maintenance of the facility. Roughly 50% of the basin area is within Des Moines city limits. The cost for the land (\$42,500 purchased in 2000) has been deducted from Des Moines' share of the cost.

SCOPE OF WORK:

The project includes the placement of 450 feet of 24-inch diameter storm piping and 4 manhole structures along with required trench shoring for trenches more than 4 feet deep and pavement restoration work and traffic control. The pond will be expanded to the south within a parcel owned by Des Moines. Added pond capacity is estimated at 1.9 acre-foot.

- 1st Avenue Pond Expansion
- Clearing/Grubbing
 - Grading
 - Landscaping
 - Fencing
 - Drainage
 - Traffic Control
 - Miscellaneous

	\$5,000	
	\$45,000	
	\$10,000	
	\$15,000	
	\$30,000	
	\$20,000	
	\$50,000	
	<u>\$175,000</u>	2012 dollars
Total Improvements	\$225,000	2017 dollars



2015-2020 CAPITAL IMPROVEMENT PLAN

Surface Water Management

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY Surface Water Management	City Project # 451.824
PROJECT North Hill Northeast and 197th Street Trunkline Upgrade	Dept Project # SWM-32
LOCATION North Hill	Improvement 2
DESCRIPTION: Replacement of the approximately 1,200 feet of existing trunkline along 3rd Avenue S. between S. 193rd St. and S. 196th Street.	Project Status Adopted

COST ELEMENTS	EXPENDITURE SCHEDULE										
	TOTAL	FY 12 Act	FY 13 Act	FY 14 Amd	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMINISTRATION	\$ 26,500							\$ 5,500	\$ 21,000		
CIP PROJ MANAGEMENT	7,700							2,200	5,500		
DESIGN / ENGINEERING	53,300							53,300			
LAND	-										
IMPROVEMENTS	275,000								275,000		
INSPECTION	52,300								52,300		
CONTINGENCY	120,000							18,000	102,000		
SALES TAX	-										
TOTAL	\$ 534,800							\$ 79,000	\$ 455,800		

FUNDING SOURCES	EXPENDITURE SCHEDULE										
	TOTAL	FY 12 Act	FY 13 Act	FY 14 Amd	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
SWM CIP	\$ 534,800							\$ 79,000	\$ 455,800		
TOTAL	\$ 534,800							\$ 79,000	\$ 455,800		

*Excludes FY 14 Amd



2015-2020 CAPITAL IMPROVEMENT PLAN

Surface Water Management

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Surface Water Management	City Project #	451.824
PROJECT	North Hill Northeast and 197th Street Trunkline Upgrade	Dept Project #	SWM-32
LOCATION	North Hill	Project Type:	Improvement
		Council Goals met:	2
		Council Objectives met:	
		Project Status	Adopted

JUSTIFICATION:

About 1,600 feet of concrete pipe in the North Hill area needs to be replaced or upgraded due to pipes being undersized, pipe slopes being reversed (not allowing gravity flow), and in some cases the pipes are at their expected design life. A section of pipe known as the Northeast Trunkline is located between 193rd Street and 197th Street and between 4th Avenue and 3rd Avenue. This trunkline collects runoff from the drainage basin that includes the Westwood and Forest Meadows developments and connects to the proposed 199th Trunkline Project. The 197th Trunkline Project includes a 350-foot section of pipe along 199th Street that will connect to the recently completed 204th Avenue Trunkline. Studies of the North Hill Trunklines show that these sections are inadequate to carry the two through ten year design flows (under both gravity and pressure flow conditions) - the standard is to carry a 25-year frequency storm without overtopping.

SCOPE OF WORK:

- Northeast Trunkline:
- 625 feet of 18-inch pipe
 - 625 feet of 24-inch pipe
 - 5 type I catch basins
 - 9 type II manholes
 - 2700 cubic yards of backfill shoring
 - traffic control
 - 1,250 feet of half street overlay
 - 6300 sf of road patch



2015-2020 CAPITAL IMPROVEMENT PLAN Surface Water Management

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY Surface Water Management City Project # 451.806-01
PROJECT Lower Des Moines Creek Channel Modifications Project Type: Enhancements
 Council Goals met: 3, 4, 6
 Council Objectives met: Project Status: 90% Comp

LOCATION Des Moines Beach Park
DESCRIPTION: Channel widening at various locations between Marine View Drive and Puget Sound; construction of two sedimentation traps.

EXPENDITURE SCHEDULE												
COST ELEMENTS	TOTAL*	Prior Years	FY 12 Act	FY 13 Act	FY 14 Amd	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMINISTRATION	\$ 49,281	\$ 48,153	\$ 779	\$ 349								
CIP PROJ MANAGEMENT	43,621	35,568	8,053									
Design/Permitting	428,577	424,730	3,847									
City Environmental Permits	-											
Improvements	742,040	714,350	27,690									
Sales Tax	-											
Construction Management	-											
CONTINGENCY	-											
OTHER	2,148	2,055	93									
TOTAL	\$ 1,265,668	\$ 1,224,856	\$ 40,463	\$ 349								

FUNDING SOURCES	TOTAL*	Prior Years	FY 12 Act	FY 13 Act	FY 14 Amd	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
SWM CIP	\$ 1,107,668	\$ 1,066,856	\$ 40,463	\$ 349								
King Conservation Funds	-											
MCI - Beach Park Rehab	100,000	100,000										
King County Flood Control Funds	58,000	58,000										
TOTAL	\$ 1,265,668	\$ 1,224,856	\$ 40,463	\$ 349								

*Excludes FY 14 Amd

* These funds are pending and available upon final plat approval of the Blueberry Lane Plat.



**2015-2020 CAPITAL IMPROVEMENT PLAN
Surface Water Management**

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Surface Water Management	City Project #	451.806-01
PROJECT	Lower Des Moines Creek Channel Modifications	Project Type:	Enhancement
LOCATION	Des Moines Beach Park	Council Goals met:	3, 4, 6
		Council Objectives met:	
		Project Status	90% Comp

JUSTIFICATION:

Following severe flooding within Beach Park in 2006, a hydraulic study was initiated for the lower section of Des Moines Creek. This study will provide the necessary data in order to raise the Dining Hall above the 100-year flood plain and provide recommendations for a revised creek section and profile of the stream segment between the Dining Hall and bridge upstream of the building. The study will also evaluate and make recommendations for channel modifications from the concrete access bridge to the Marine View Drive Bridge to reduce bank overtopping. A sediment transport analysis will also be performed as well as determining the maintenance frequency, adequacy of location, and size of two in-stream sediment traps considered by the Washington State Department of Fish and Wildlife.

SCOPE OF WORK:

- Channel widening at various locations (to be determined)
- Bank stabilization
- Construction of two in-stream sediment traps
- Bank restoration and revegetation



2015-2020 CAPITAL IMPROVEMENT PLAN

Surface Water Management

CAPITAL IMPROVEMENT PLAN REQUEST FORM

City Project # 451.804/820
 SWM Project # SWM-06
 Project Type New/Replace
 Council Goals Met: 4
 PROJECT STATUS: 90% design

CATEGORY Surface Water Management

PROJECT Barnes Creek 223rd Culvert Replacement

LOCATION Barnes Creek between S. 222nd Street and S. 223rd Street

DESCRIPTION: Replacement of the Barnes Creek culvert at 223rd Street with a 10 wide 4 foot high box culvert.

EXPENDITURE SCHEDULE												
COST ELEMENTS	TOTAL*	Prior Yrs	FY 12 Act	FY 13 Act	FY 14 Amd	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMINISTRATION	\$ 34,910	\$ 24,886	\$ 6,779	\$ 3,245								
CIP PROJ MANAGEMENT	42,810		42,810									
DESIGN / ENGINEERING	294,886	256,026	38,860									
WETLAND MITIGATION	-											
CITY PERMITS	-											
IMPROVEMENTS	224,047		212,797	11,250								
INSPECTION	-											
Highline Water District Relocate	-											
CONTINGENCY	-											
SALES TAX	-											
TOTAL	\$ 596,653	\$ 280,912	\$ 301,246	\$ 14,495								

FUNDING SOURCES	TOTAL*	Prior Yrs	FY 12 Act	FY 13 Act	FY 14 Amd	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
SWM CIP	\$ 581,549	\$ 280,912	\$ 286,142	\$ 14,495								
Highline Water District	15,104		15,104									
KING CONSERVATION FUNDS	-		-									
TOTAL	\$ 596,653	\$ 280,912	\$ 301,246	\$ 14,495								

*Excludes FY 14 Amd



2015-2020 CAPITAL IMPROVEMENT PLAN

Surface Water Management

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Surface Water Management	City Project #	451,804/820
PROJECT	Barnes Creek 223rd Culvert Replacement	SWM Project #	SWM-06
LOCATION	Barnes Creek between S. 222nd Street and S. 223rd Street	Project Type	New/Replace
		Council Goals Met:	4
		PROJECT STATUS:	90% design

JUSTIFICATION:

This project was identified in the 1994 Lower Massey Creek Flood Alternative Analysis and includes the replacement of the undersized culvert below 223rd with a new 10-foot wide concrete box culvert to allow fish passage. A King Conservation Grant of \$153,000 has been garnered and covers 50% of the cost of the culvert. All permits have been obtained.

SCOPE OF WORK:

1. Excavation and removal of the existing culvert.
2. Installation of a creek bypass.
3. Installation of a 10-foot wide x 4-foot high x 62-foot long box culvert.
4. 45 cubic yards of stream cobbles for culvert base.
5. Vegetation and bank restoration.
6. Road restoration and guardrailling.
7. Traffic Control and Erosion Control

* City staff to provide construction inspection with Consultant providing special inspections and material testing.

** Interlocal Agreement required with Highline Water District to include a separate schedule for the relocation of their water main.

*** Sales tax included in improvement costs.



2015-2020 CAPITAL IMPROVEMENT PLAN Surface Water Management

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Surface Water Management	City Project #	451.818
PROJECT	Redondo Heights Culvert Replacement Project	SWM Project #	Improvement
LOCATION	Redondo Way east of Soundview Drive	Project Type:	Pre-Design
DESCRIPTION:	Replacement of Existing 36-inch and 18-inch pipe with approximately 400 feet of 36-inch pipe and 250 feet of 18-inch pipe.		
		Council Goals met:	
		Council Objectives met:	
		Project Status	

COST ELEMENTS	EXPENDITURE SCHEDULE											
	TOTAL*	FY 11 Act	FY 12 Act	FY 13 Act	FY 14 Amd	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMINISTRATION	\$ 19,967	\$ 402	\$ 14,161	\$ 5,404								
CIP PROJ MANAGEMENT	42,008		42,008									
DESIGN	69,132	34,237	33,413	1,482								
IMPROVEMENTS	587,560		587,560									
INSPECTION	-											
CONST. ASSISTANCE	-											
Redondo Hts Assn Culvert												
PERMITTING	10,788		10,788									
CONTINGENCY	-											
OTHER	297	205	80	12								
TOTAL	\$ 729,750	\$ 34,844	\$ 688,008	\$ 6,898								

FUNDING SOURCES	EXPENDITURE SCHEDULE											
	TOTAL*	FY 11 Act	FY 12 Act	FY 13 Act	FY 14 Amd	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
SWM CIP	\$ 19,967	\$ 34,844	\$ 505,893	\$ 6,898								
REDONDO HTS ASSN.	19,967		155,597									
Lakehaven Utility District	19,967		26,518									
TOTAL	\$ 59,900	\$ 34,844	\$ 688,008	\$ 6,898								

*Excludes FY 14 Amd



2015-2020 CAPITAL IMPROVEMENT PLAN

Surface Water Management

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Surface Water Management	City Project #	451,818
PROJECT	Redondo Heights Culvert Replacement Project	SWM Project #	
LOCATION	Redondo Way east of Soundview Drive	Project Type:	Improvement
		Council Goals met:	
		Council Objectives met:	
		Project Status	Pre-Design

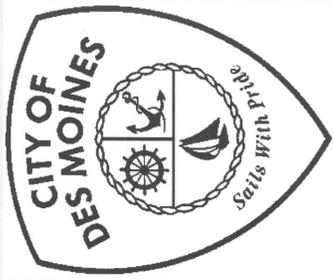
JUSTIFICATION:

Approximately 400 feet of corrugated steel 36-inch stream culvert and 250 feet of corrugated 18-inch storm pipe is severely corroded and needs to be replaced. Much of the system is located within private property within a public drainage easement. This project proposes to relocate and realign the stream culvert to avoid building structures to the Redondo Way right-of-way and place the entire stream culvert within a permanent 20-wide public drainage easement.

SCOPE OF WORK:

Improvements:

400 feet of 36-inch concrete pipe	\$61/LF	\$ 24,400
250 feet of 18-inch concrete pipe	\$32/LF	\$ 8,000
1 Handicap ramp/sidewalk		\$ 4,800
12,000 SF asphalt paving (with base)	\$3/SF	\$ 36,000
Shoring		\$ 15,000
Traffic Control		\$ 20,000
Mobilization		\$ 10,000
Utility adjustments		\$ 10,000
Pavement marking		\$ 5,000
3 60-inch manholes		\$ 7,500
2 84-inch manholes		\$ 8,000
3 96-inch manholes		\$ 15,000
1 catch basin		\$ 1,300
100 CY Control density fill		\$ 10,000
Removal/Disposal		\$ 10,000
Design contingency		\$ 25,000
Total		\$ 210,000



City of Des Moines

2015 – 2020 CIP Surface Water Management

SWM 2015 – 2020 CIP

Projects completed in 2014

- **216th St. (15th Avenue to 18th Avenue)
Drainage Repair**
- **Detention Pond Safety Improvements**
- **216th Place Culvert Replacement**
- **DMMD Pipeline (212th St. to 213th St.)**

10/9/14

ATTACHMENT 2

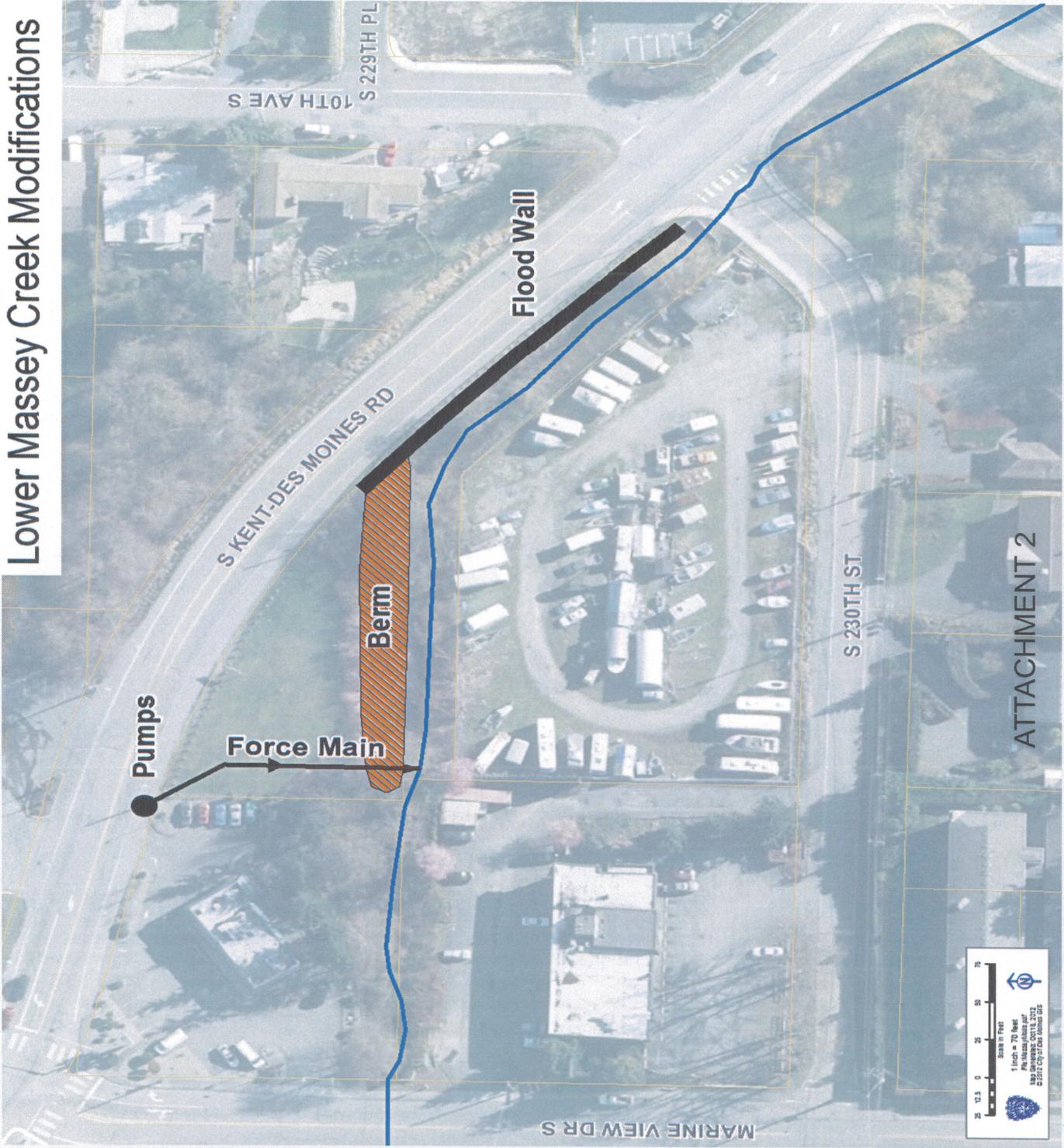
SWM 2015 - 2020 CIP

	2015	2016	2017	2018	2019	2020
Lower Massey Creek Channel Modifications						
Expenditure	\$ 1,248,565					
Funding Sources:						
SWM CIP	\$ 868,565					
KC Flood Reduction Grant	\$ 200,000					
KC Flood Cntrl Fund	180,000					
	\$ 1,248,565					
24th Avenue Pipeline Replacement						
Expenditure	\$ 260,100					
Funding Sources:						
SWM CIP	\$ 260,100					
Barnes Creek/KDM Rd Culvert Replacement						
Expenditure	\$ 92,500	\$ 320,000	\$ 1,148,300			
Funding Sources:						
SWM CIP	\$ 92,500	\$ 320,000	\$ 1,148,300			

10/9/14

ATTACHMENT 2

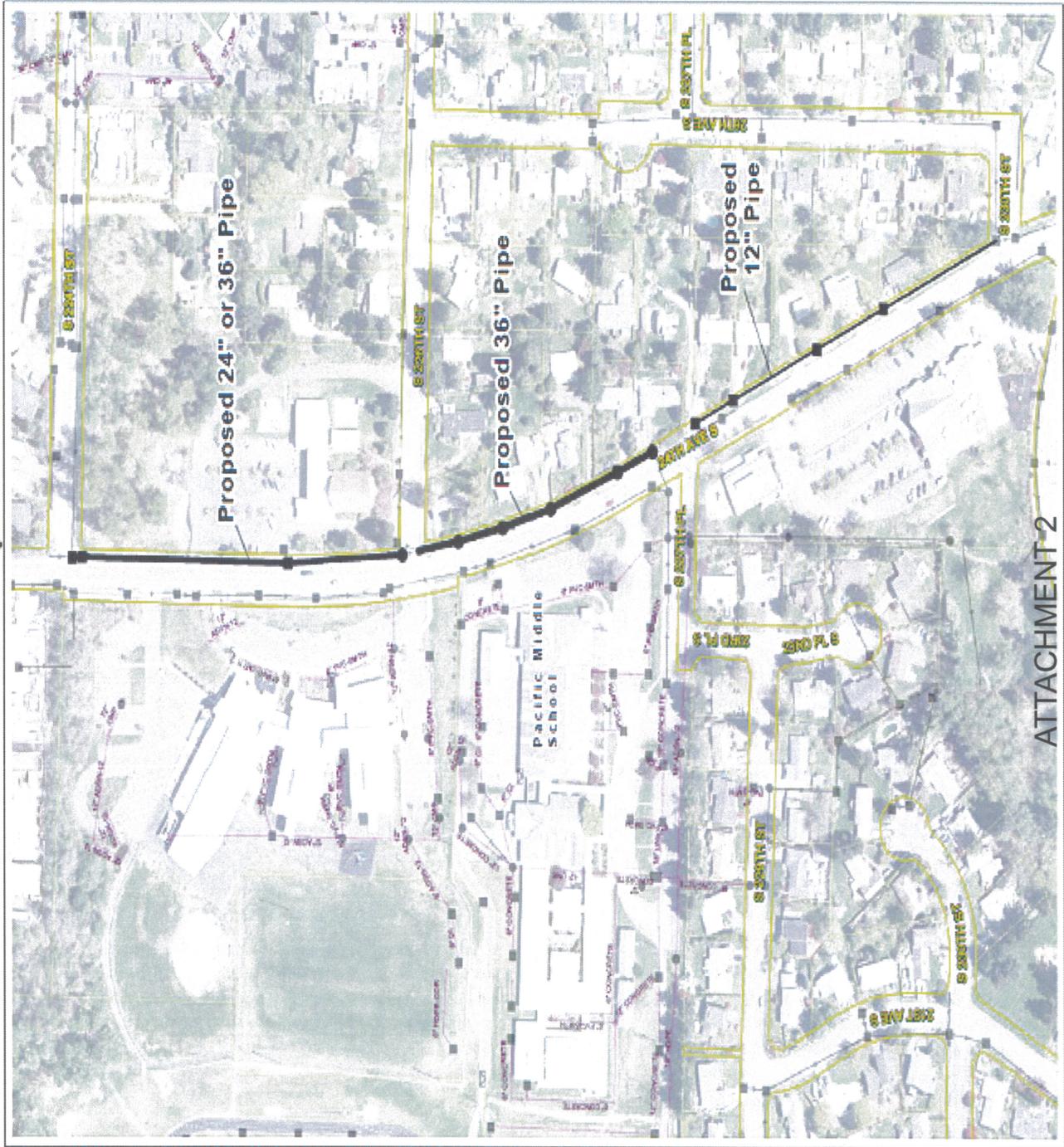
Lower Massey Creek Modifications



ATTACHMENT 2

10/9/14

24th Ave S Storm Pipeline



10/9/14



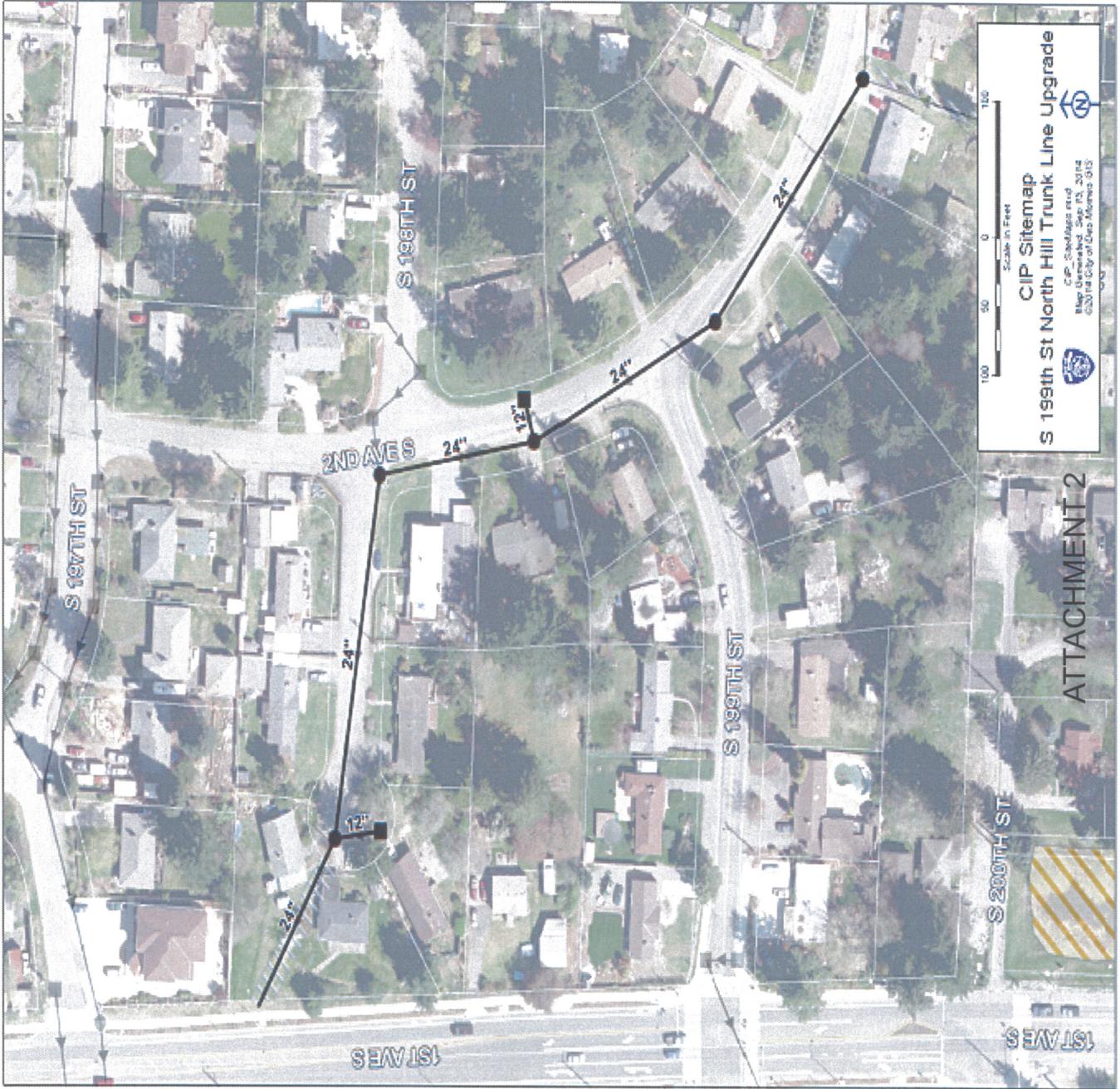
Map Generated: Oct 19, 2013
 File Name: 24th_Ave_Storm_Pipeline.mxd



City of Des Moines, IA
 Published By: [unreadable]

SWM 2015 - 2020 CIP

	2015	2016	2017	2018	2019	2020
Pipe Replacement Program						
Expenditure			\$ 328,000	\$ 328,000	\$ 328,000	\$ 328,000
Funding Sources:						
SWM CIP			\$ 328,000	\$ 328,000	\$ 328,000	\$ 328,000
199th N Hill Trunk Line Upgrade						
Expenditure				\$ 37,100	\$ 228,620	
Funding Sources:						
SWM CIP				\$ 37,100	\$ 228,620	
1st Avenue Pond Expansion						
Expenditure				\$ 59,600	\$ 324,500	
Funding Sources:						
SWM CIP				\$ 29,800	\$ 119,750	
Normandy Park ILA				29,800	204,750	
				\$ 59,600	\$ 324,500	



10/9/14



10/9/14

SWM 2015 - 2020 CIP

	2015	2016	2017	2018	2019	2020
North Hill NE 197th St Trunkline Upgrade						
Expenditure			\$ 79,000	\$ 455,800		
Funding Sources:						
SWM CIP			\$ 79,000	\$ 455,800		



10/9/14

SWM 2015 - 2020 CIP

	2015	2016	2017	2018	2019	2020
BEGINNING FUND BALANCE	\$ 841,639	\$ 457,124	\$ 994,911	\$ 317,528	\$ 364,288	\$ 602,642
<u>LOCAL REVENUES</u>						
Interest Income	\$ 3,200	\$ 3,200	\$ 5,400	\$ 6,600	\$ 5,100	\$ 6,900
Hook-up Fees	75,000	75,000	75,000	75,000	75,000	75,000
Transfer from SWM operations	758,450	779,587	797,517	815,860	834,624	853,820
TOTAL LOCAL REVENUES	\$ 836,650	\$ 857,787	\$ 877,917	\$ 897,460	\$ 914,724	\$ 935,720
TOTAL PROJECT REVENUES	\$ 380,000	\$ -	\$ -	\$ 29,800	\$ 204,750	\$ -
TOTAL REVENUES & FUND BALANCE	\$ 2,058,289	\$ 1,314,911	\$ 1,872,828	\$ 1,244,788	\$ 1,483,762	\$ 1,538,362
TOTAL PROJECT EXPENDITURES	\$ 1,601,165	\$ 320,000	\$ 1,555,300	\$ 880,500	\$ 881,120	\$ 328,000
ENDING FUND BALANCE	\$ 457,124	\$ 994,911	\$ 317,528	\$ 364,288	\$ 602,642	\$ 1,210,362
UNRESERVED FUND BALANCE	\$ 457,124	\$ 994,911	\$ 317,528	\$ 364,288	\$ 602,642	\$ 1,210,362

SWM 2015 - 2020 CIP

	2015	2016	2017	2018	2019	2020
PROJECT REVENUES						
Lower Massey Creek - KC Reduction Grant	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -
Lower Massey Creek - KC Flood Control Fds	\$ 180,000	\$ -	\$ -	\$ -	\$ -	\$ -
1st Avenue Pond Expansion-Normandy Park ILA	-	-	-	29,800	204,750	-
TOTAL PROJECT REVENUES	\$ 380,000	\$ -	\$ -	\$ 29,800	\$ 204,750	\$ -
PROJECT EXPENDITURES						
Lower Massey Creek Channel Modifications	1,248,565					
Barnes Creek/KDM Rd. Culvert Replacement	92,500	320,000	1,148,300			
24th Avenue Pipeline Replacement/Upgrade	260,100					
Pipe Replacement Program			328,000	328,000	328,000	328,000
199th N Hill Trunk Line Upgrade				37,100	228,620	
1st Avenue Pond Expansion				59,600	324,500	
North Hill NE 197th St Trunk Line Upgrade			79,000	455,800		
TOTAL PROJECT EXPENDITURES	\$ 1,601,165	\$ 320,000	\$ 1,555,300	\$ 880,500	\$ 881,120	\$ 328,000

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Stormwater Comprehensive Plan
Briefing

ATTACHMENTS:

1. Powerpoint Presentation
2. Summary

FOR AGENDA OF: October 9, 2014

DEPT. OF ORIGIN: Planning, Building &
Public Works

DATE SUBMITTED: September 29, 2014

CLEARANCES:

- Legal N/A
- Finance N/A
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Planning, Building & Public Works DSB
- Police N/A
- Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL 

Purpose and Recommendation

The purpose of this agenda item is to brief the Council on work made to date on the Surface Water Comprehensive Plan. Austin Fisher from Parametrix, the consultant preparing the Plan will be providing the Council presentation (Attachment 1).

Suggested Motion

No motion suggested.

Background

A contract with Parametrix was approved earlier this year for updating the Surface Water Comprehensive Plan, which was last prepared in 1991 when the SWM Utility was formed. Since then, several areas have been incorporated into the City, several basin studies have been completed and numerous projects that have been identified by those studies have been completed while other projects that have been identified since the 1990's still need to be completed. New regulatory requirements, such as the NPDES permit have also been placed on the SWM Utility. Maintenance needs have also dramatically grown as new, larger and more complex public facilities are constructed and placed under the care of the City. Most concerning, is the overall age and composition of the drainage system. Over the last several years, there have been a number of pipe failures whereby aging corrugated metal pipe has corroded and collapsed as the pipe's useful life has been reached or exceeded.

Advances in technology also need to be considered that could help manage the storm water assets, optimize the use of maintenance staff and equipment and track costs of the various elements of the program (all costs associated with the NPDES permit are required to be tracked separately).

Staff is recommending that a regular update to the Comprehensive Plan be conducted every 10 years with a less comprehensive update be made every 5 years, to reflect changes that occur within the utility. This is a similar frequency to that of other utilities and would allow any changes or conditions from the NPDES permit, which is reissued every 5 years, to be included in the following update.

Discussion

An executive summary of the Council update is provided in Attachment 2. A first draft of the Comprehensive Plan is scheduled for review at the November 20th Environment Committee with the draft Plan being presented to Council at the December 11th meeting. Adoption of the Plan is scheduled for early next year.

Alternatives

None.

Financial Impact

A financial analysis will be performed that incorporates the recommendations of the Comprehensive Plan. The analysis will include any necessary rate adjustments to be applied to the recently adopted rate structure.

Recommendation or Conclusion

None.

Concurrence

None.

Des Moines Surface Water Comprehensive Plan

Council Update



October 9, 2014



Parametrix
ENGINEERING · PLANNING · ENVIRONMENTAL SCIENCES

PURPOSE OF THE PLAN



“ To shift from a reactive to a proactive approach to meeting maintenance, capital and regulatory needs for the City’s surface water utility ”

CITY WORKSHOP – MARCH 24, 2014

Criteria Rating
Funding: ... how willing would you be to pay a higher stormwater utility fee if it meant faster and more complete improvements to drainage, water quality, and habitat (streams & wetlands)?
Maintenance/Inspection: ...how important is it that the City spend more time and money maintaining the existing drainage system?
CMP Pipe Replacement: ... the City inherited thousands of feet of corrugated metal pipe that was installed by King County. This pipe is nearing the end of its useable life and many systems may fail in the near future. How important is it that the City spend more time and money to replace this failing pipe?
Ditch Replacement: ...how important is it that the City spend more time and money to replace roadside ditches that may pose safety risks by either installing pipe and filling them in or by constructing shallower swales to convey runoff?
Water Quality: ...how important is it that the City spend more time and money on removing pollutants from rainwater runoff before it is discharged into our streams and Puget Sound?
Geology: ...how important is it that the City spend more time and money to reduce the risk of landslides, ground settling, seepage, or erosion problems?
Reduce/Eliminate Flooding: ...how important is it that the City spend more time and money to reduce or eliminate flooding?
Environmental: ...how important is it that the City spend more time and money to provide new wildlife habitat, habitat improvements, fish access to stream reaches, or stream enhancements?
LID: ...how important is it that the City focus on using a more "natural-based" approach to rainwater management (green stormwater infrastructure/low impact development)?
Geographic: ...how important is it to you that the City spend time and money to work on surface water issues evenly in each neighborhood/drainage area?
Safety: ...how important is it that the City spend more time and money to improve pedestrian or traffic safety to a level beyond what it is now?
Public Education / Public Involvement: ...how important is it that the City spend more time and money to inform the Des Moines citizens about surface water management? (Does the City need to increase public awareness? Do citizens want to get involved?)
Regulatory Requirements: ...how important is it that the City spend more time and money to satisfy surface water legal requirements (State surface water [NPDES] permit for cities, City ordinances, etc.)?

RATING: High Med/High Med Low/Med Low

CITY WORKSHOP RESULTS

Criteria Rating	Workshop Results
	Group Rating
Funding: ...how willing would you be to pay a higher stormwater utility fee if it meant faster and more complete improvements to drainage, water quality, and habitat (streams & wetlands)?	H
Maintenance/Inspection: ...how important is it that the City spend more time and money maintaining the existing drainage system?	H
CMP Pipe Replacement: ... the City inherited thousands of feet of corrugated metal pipe that was installed by King County. This pipe is nearing the end of its useable life and many systems may fail in the near future. How important is it that the City spend more time and money to replace this failing pipe?	M/H
Ditch Replacement: ...how important is it that the City spend more time and money to replace roadside ditches that may pose safety risks by either installing pipe and filling them in or by constructing shallower swales to convey runoff?	M
Water Quality: ...how important is it that the City spend more time and money on removing pollutants from rainwater runoff before it is discharged into our streams and Puget Sound?	M
Geology: ...how important is it that the City spend more time and money to reduce the risk of landslides, ground settling, seepage, or erosion problems?	L/M
Reduce/Eliminate Flooding: ...how important is it that the City spend more time and money to reduce or eliminate flooding?	L/M
Environmental: ...how important is it that the City spend more time and money to provide new wildlife habitat, habitat improvements, fish access to stream reaches, or stream enhancements?	L
LID: ...how important is it that the City focus on using a more "natural-based" approach to rainwater management (green stormwater infrastructure/low impact development)?	L
Geographic: ...how important is it to you that the City spend time and money to work on surface water issues evenly in each neighborhood/drainage area?	L
Safety: ...how important is it that the City spend more time and money to improve pedestrian or traffic safety to a level beyond what it is now?	H
Public Education / Public Involvement: ...how important is it that the City spend more time and money to inform the Des Moines citizens about surface water management? (Does the City need to increase public awareness? Do citizens want to get involved?)	M/H
Regulatory Requirements: ...how important is it that the City spend more time and money to satisfy surface water legal requirements (State surface water [NPDES] permit for cities, City ordinances, etc.-)?	M

RATING: High Med/High Med Low/Med Low

ENV. COMMITTEE UPDATE – APRIL 17, 2014

Criteria Rating		Workshop Results	City Council EC Results
		Group Rating	Group Rating
Funding: ... how willing would you be to pay a higher stormwater utility fee if it meant faster and more complete improvements to drainage, water quality, and habitat (streams & wetlands)?		H	H
Maintenance/Inspection: ...how important is it that the City spend more time and money maintaining the existing drainage system?		H	H
CMP Pipe Replacement: ... the City inherited thousands of feet of corrugated metal pipe that was installed by King County. This pipe is nearing the end of its useable life and many systems may fail in the near future. How important is it that the City spend more time and money to replace this failing pipe?		M/H	H
Ditch Replacement: ... how important is it that the City spend more time and money to replace roadside ditches that may pose safety risks by either installing pipe and filling them in or by constructing shallower swales to convey runoff?		M	M
Water Quality: ...how important is it that the City spend more time and money on removing pollutants from rainwater runoff before it is discharged into our streams and Puget Sound?		M	MH
Geology: ...how important is it that the City spend more time and money to reduce the risk of landslides, ground settling, seepage, or erosion problems?		L/M	M
Reduce/Eliminate Flooding: ...how important is it that the City spend more time and money to reduce or eliminate flooding?		L/M	M
Environmental: ...how important is it that the City spend more time and money to provide new wildlife habitat, habitat improvements, fish access to stream reaches, or stream enhancements?		L	M
LID: ...how important is it that the City focus on using a more "natural-based" approach to rainwater management (green stormwater infrastructure/low impact development)?		L	M
Geographic: ...how important is it to you that the City spend time and money to work on surface water issues evenly in each neighborhood/drainage area?		L	L
Safety: ...how important is it that the City spend more time and money to improve pedestrian or traffic safety to a level beyond what it is now?		H	H
Public Education / Public Involvement: ...how important is it that the City spend more time and money to inform the Des Moines citizens about surface water management? (Does the City need to increase public awareness? Do citizens want to get involved?)		M/H	M/H
Regulatory Requirements: ...how important is it that the City spend more time and money to satisfy surface water legal requirements (State surface water [NPDES] permit for cities, City ordinances, etc.)?		M	M

RATING: High Med/High Med Low/Med Low

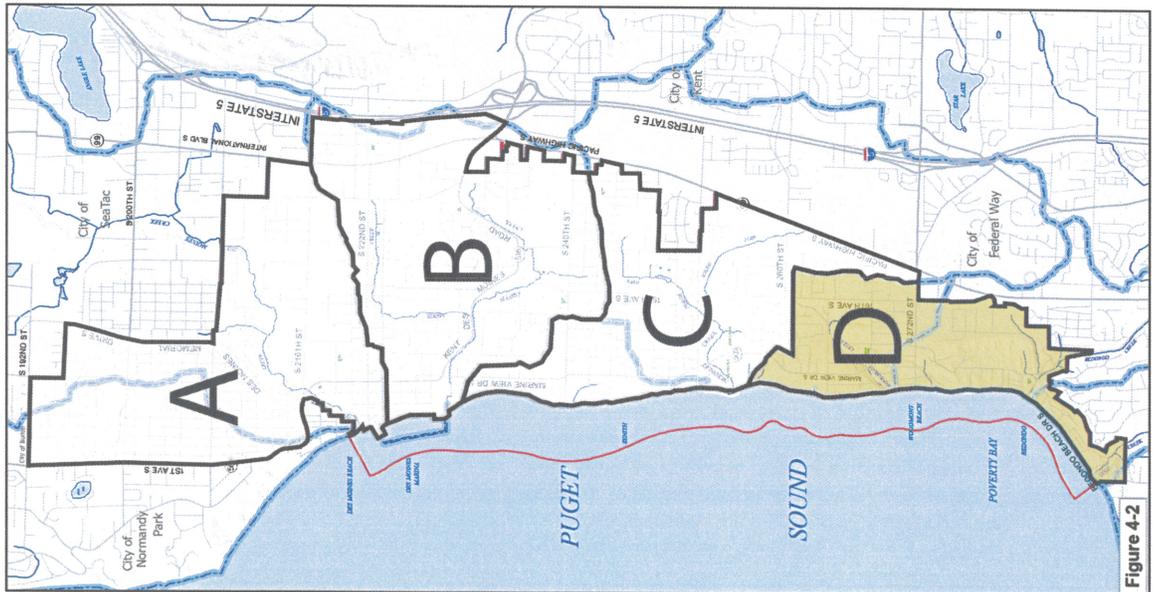
PUBLIC MEETINGS

Founder's Lodge:

- Area A on May 19th
- Area B on May 20th

Woodmont Elementary School:

- Area C on May 29th
- Area D on May 30th



INPUT FROM THE PUBLIC MEETINGS

Location		Comments									
Area	Attendees	Reduce Flooding/ Floodng Complaint	Replace Ditches	Public Involvement	Maintenance Issue	Funding	Water Quality	Habitat	Geographic	Unrelated	
A	11	2			1		1			1(Sidewalk Request)	
B	12	1	1								
C	15	4				1		2	1	1(Landslide Risks)	
D	18	6		1							
Totals	56	13	1	1	1	1	1	2	1	2	

FINAL CRITERIA RATINGS

Criteria Rating	Workshop Results Group Rating	City Council EC Results Group Rating	Public Meeting Aggregate Score Group Rating
Funding: ... how willing would you be to pay a higher stormwater utility fee if it meant faster and more complete improvements to drainage, water quality, and habitat (streams & wetlands)?	H	H	H (7); M (5); L (10)
Maintenance/Inspection: ...how important is it that the City spend more time and money maintaining the existing drainage system?	H	H	H (16); M (7)
CMP Pipe Replacement: ... the City inherited thousands of feet of corrugated metal pipe that was installed by King County. This pipe is nearing the end of its useable life and many systems may fail in the near future. How important is it that the City spend more time and money to replace this failing pipe?	M/H	H	H (18); M (4); L (3)
Ditch Replacement: ...how important is it that the City spend more time and money to replace roadside ditches that may pose safety risks by either installing pipe and filling them in or by constructing shallower swales to convey runoff?	M	M	H (12); M (9); L (2)
Water Quality: ...how important is it that the City spend more time and money on removing pollutants from rainwater runoff before it is discharged into our streams and Puget Sound?	M	MH	H (13); M (5); L (2)
Geology: ...how important is it that the City spend more time and money to reduce the risk of landslides, ground settling, seepage, or erosion problems?	L/M	M	H (24); M (2)
Reduce/Eliminate Flooding: ...how important is it that the City spend more time and money to reduce or eliminate flooding?	L/M	M	H (22); M (3); L (2)
Environmental: ...how important is it that the City spend more time and money to provide new wildlife habitat, habitat improvements, fish access to stream reaches, or stream enhancements?	L	M	H (6); M (2); L (10)
LID: ...how important is it that the City focus on using a more "natural-based" approach to rainwater management (green stormwater infrastructure/low impact development)?	L	M	H (6); M (9); L (6)
Geographic: ...how important is it to you that the City spend time and money to work on surface water issues evenly in each neighborhood/drainage area?	L	L	H (3); M (10); L (3)
Safety: ...how important is it that the City spend more time and money to improve pedestrian or traffic safety to a level beyond what it is now?	H	H	H (9); M (6); L (5)
Public Education / Public Involvement: ...how important is it that the City spend more time and money to inform the Des Moines citizens about surface water management? (Does the City need to increase public awareness? Do citizens want to get involved?)	M/H	M/H	H (3); M (10); L (4)
Regulatory Requirements: ...how important is it that the City spend more time and money to satisfy surface water legal requirements (State surface water [NPDES] permit for cities, City ordinances, etc.)?	M	M	H (3); M (6); L (7)

RATING: High Med/High Med Low/Med Low

FINAL CRITERIA RATINGS

Criteria Rating	Workshop Results	City Council EC Results	Public Meeting Aggregate Score	Parametrix Regulatory Review Results
	Group Rating	Group Rating	Group Rating	PMX Rating
Funding: ... how willing would you be to pay a higher stormwater utility fee if it meant faster and more complete improvements to drainage, water quality, and habitat (streams & wetlands)?	H	H	H (7); M (5); L (10)	L
Maintenance/Inspection: ...how important is it that the City spend more time and money maintaining the existing drainage system?	H	H	H (16); M (7)	H
CMP Pipe Replacement: ... the City inherited thousands of feet of corrugated metal pipe that was installed by King County. This pipe is nearing the end of its useable life and many systems may fail in the near future. How important is it that the City spend more time and money to replace this failing pipe?	M/H	H	H (18); M (4); L (3)	LM
Ditch Replacement: ...how important is it that the City spend more time and money to replace roadside ditches that may pose safety risks by either installing pipe and filling them in or by constructing shallower swales to convey runoff?	M	M	H (12); M (9); L (2)	MH
Water Quality: ...how important is it that the City spend more time and money on removing pollutants from rainwater runoff before it is discharged into our streams and Puget Sound?	M	MH	H (13); M (5); L (2)	H
Geology: ...how important is it that the City spend more time and money to reduce the risk of landslides, ground settling, seepage, or erosion problems?	L/M	M	H (24); M (2)	LM
Reduce/Eliminate Flooding: ...how important is it that the City spend more time and money to reduce or eliminate flooding?	L/M	M	H (22); M (3); L (2)	M
Environmental: ...how important is it that the City spend more time and money to provide new wildlife habitat, habitat improvements, fish access to stream reaches, or stream enhancements?	L	M	H (6); M (2); L (10)	LM
LID: ...how important is it that the City focus on using a more "natural-based" approach to rainwater management (green stormwater infrastructure/low impact development)?	L	M	H (6); M (8); L (6)	H
Geographic: ...how important is it to you that the City spend time and money to work on surface water issues evenly in each neighborhood/drainage area?	L	L	H (3); M (10); L (3)	L
Safety: ...how important is it that the City spend more time and money to improve pedestrian or traffic safety to a level beyond what it is now?	H	H	H (9); M (6); L (5)	L
Public Education / Public Involvement: ...how important is it that the City spend more time and money to inform the Des Moines citizens about surface water management? (Does the City need to increase public awareness? Do citizens want to get involved?)	M/H	M/H	H (3); M (10); L (4)	H
Regulatory Requirements: ...how important is it that the City spend more time and money to satisfy surface water legal requirements (State surface water [NPDES] permit for cities, City ordinances, etc.)?	M	M	H (3); M (6); L (7)	H

RATING: High Med/High Med Low/Med Low

FINAL CRITERIA RATINGS

Criteria Rating	Workshop Results	City Council EC Results	Public Meeting Aggregate Score	Parametrix Regulatory Review Results	Compiled Results
	Group Rating	Group Rating	Group Rating	PMX Rating	Group Rating
Funding: ... how willing would you be to pay a higher stormwater utility fee if it meant faster and more complete improvements to drainage, water quality, and habitat (streams & wetlands)?	H	H	H (7); M (5); L (10)	L	H
Maintenance/Inspection: ...how important is it that the City spend more time and money maintaining the existing drainage system?	H	H	H (16); M (7)	H	H
CMP Pipe Replacement: ... the City inherited thousands of feet of corrugated metal pipe that was installed by King County. This pipe is nearing the end of its useable life and many systems may fail in the near future. How important is it that the City spend more time and money to replace this failing pipe?	M/H	H	H (18); M (4); L (3)	LM	H
Ditch Replacement: ...how important is it that the City spend more time and money to replace roadside ditches that may pose safety risks by either installing pipe and filling them in or by constructing shallower swales to convey runoff?	M	M	H (12); M (9); L (2)	MH	M
Water Quality: ...how important is it that the City spend more time and money on removing pollutants from rainwater runoff before it is discharged into our streams and Puget Sound?	M	MH	H (13); M (5); L (2)	H	H
Geology: ...how important is it that the City spend more time and money to reduce the risk of landslides, ground settling, seepage, or erosion problems?	L/M	M	H (24); M (2)	LM	M
Reduce/Eliminate Flooding: ...how important is it that the City spend more time and money to reduce or eliminate flooding?	L/M	M	H (22); M (3); L (2)	M	M
Environmental: ...how important is it that the City spend more time and money to provide new wildlife habitat, habitat improvements, fish access to stream reaches, or stream enhancements?	L	M	H (6); M (2); L (10)	LM	L
LID: ...how important is it that the City focus on using a more "natural-based" approach to rainwater management (green stormwater infrastructure/low impact development)?	L	M	H (6); M (9); L (6)	H	M
Geographic: ...how important is it to you that the City spend time and money to work on surface water issues evenly in each neighborhood/drainage area?	L	L	H (3); M (10); L (3)	L	L
Safety: ...how important is it that the City spend more time and money to improve pedestrian or traffic safety to a level beyond what it is now?	H	H	H (9); M (6); L (5)	L	H
Public Education / Public Involvement: ...how important is it that the City spend more time and money to inform the Des Moines citizens about surface water management? (Does the City need to increase public awareness? Do citizens want to get involved?)	M/H	M/H	H (3); M (10); L (4)	H	M
Regulatory Requirements: ...how important is it that the City spend more time and money to satisfy surface water legal requirements (State surface water [NPDES] permit for cities, City ordinances, etc.)?	M	M	H (3); M (6); L (7)	H	M

RATING: High Med/High Med Low/Med Low

PRIORITIZED CONSTRUCTION PROJECTS



40 CIP Projects:

- 19 High Priority Projects
- 12 Medium Priority Projects
- 9 Low Priority Projects

Projects from Public Meetings:

- CIP #15 & #38 in Area A
- CIP #4, #25A, #25B in Area B
- CIP #39 in Area C
- CIP#40 & #41 in Area D

CIP AND PRIORITIZATION

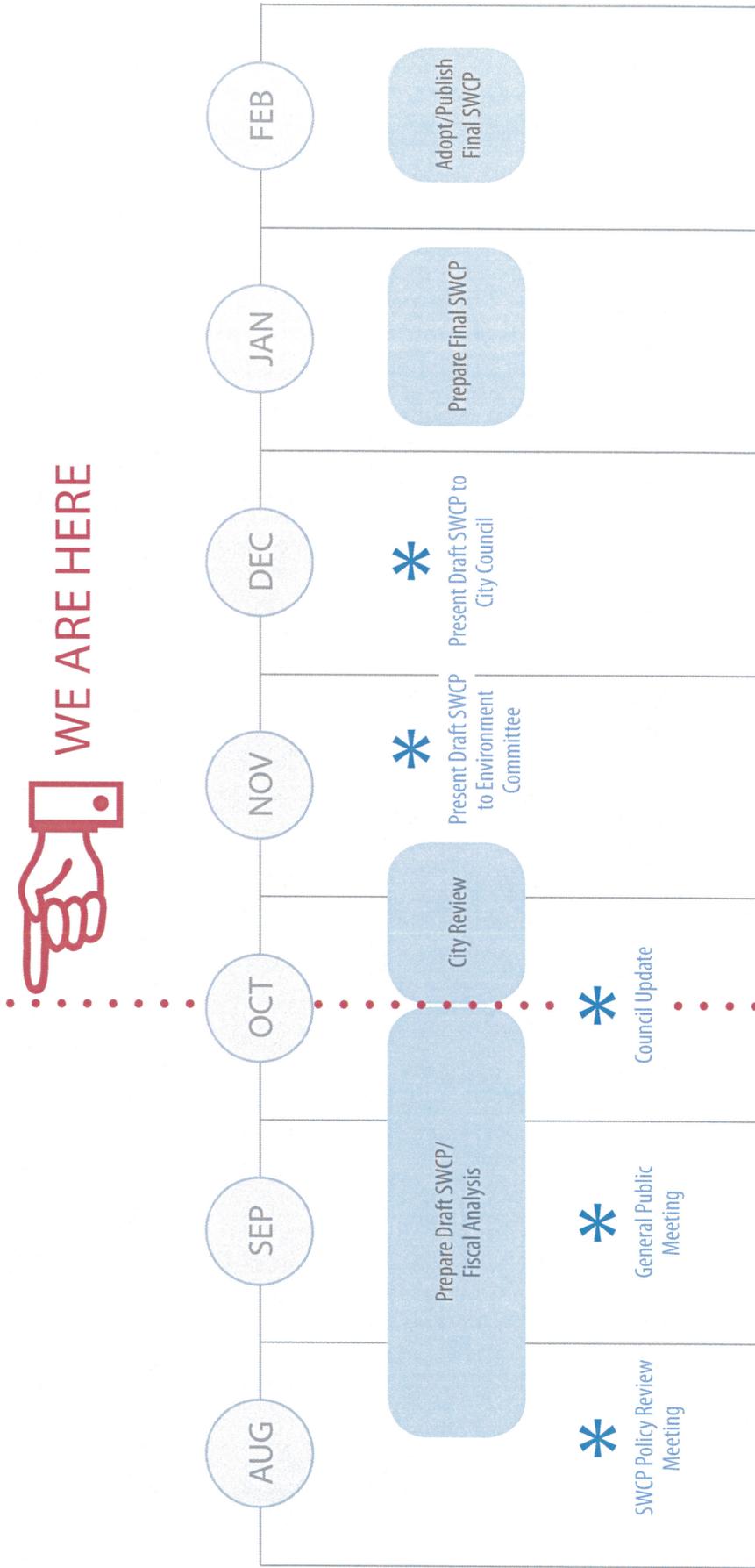
Project No.	Basin	Project Title	Estimated Cost	Ranking	Score
CIP-16	A	5th Avenue South/212th Street Pipe Upgrade	\$698,600.00	High	68
CIP-3	B	Lower Massey Creek Channel Modifications	\$1,592,000.00	High	64
CIP-30	C	North Fork McSorley Creek Diversion Project	\$359,800.00	High	60
CIP-4	B	Barnes Creek/Kent Des Moines Road Culvert Replacement	\$1,444,435.00	High	58
CIP-39	C	6th Avenue/239th St. Pipe Replacement	\$158,480.00	High	56
CIP-36	D	14th Avenue (268th to 272nd) Pipe Upgrade	\$397,180.00	High	56
CIP-17	A	216th Place/Marine View Drive Pipe Upgrade	\$249,200.00	High	54
CIP-25A	B	KDM/16th Avenue Pipe Replacement Project	\$219,100.00	High	52
CIP-18	A	Des Moines Memorial Drive - S. 208th to S. 212th Pipe Project	\$487,200.00	High	48
CIP-40	D	8th Avenue (264th to 265th) Pipe Project	\$212,100.00	High	48
CIP-5	B	24th Avenue Pipeline Replacement	\$242,700.00	High	46
CIP-25B	B	KDM/16th Avenue (228th to KDM Rd) Pipe Project	\$689,220.00	High	46
CIP-26	C	232nd Street (10th to 14th) Pipe Project	\$479,080.00	High	44
CIP-23	B	24th Avenue (223rd to 224th) Pipe Upgrade	\$218,120.00	High	42
CIP-34	C	258th Street (13th Pl to 16th Ave) Pipe Project	\$279,440.00	High	42
CIP-37	D	6th Place/287th Street Pipe Replacement Project	\$406,000.00	High	40
CIP-14	A	1st Place South (209th to 210th) Pipe Project	\$203,840.00	High	36
CIP-7	A	1st Avenue Pond Expansion	\$384,100.00	High	34
CIP-9	ALL	Pipe Replacement Program (unidentified projects)	\$1,312,000.00	High	34

Total Cost \$10,032,595.00

SERVICE LEVEL MATRIX

SERVICE LEVEL	PROGRAM ELEMENT			
	Planning & Engineering	Inspections & Maintenance	NPDES	Administration
Description of Expense Activities	Engineering staff salaries, supplies, and specific responsibilities required of the engineering department (stormwater comprehensive plan, annual SWMP update, etc).	Routine system inspections and maintenance (includes NPDES-required): field crew staff salaries, equipment, interfund transfers for repairs, etc.	Implementation of NPDES Permit program: monitoring, permit fees, public outreach, and program-specific administration. - SWMP document updates included under Planning & Engineering - Inspections & Maintenance included under I&M Category	Non-element-specific support: support staff salaries, state taxes, utility taxes, and miscellaneous expenses.
\$14.24	\$3.07	\$5.22	\$1.61	\$3.43
% of Revenue Req.	22%	37%	11%	24%
CURRENT	<ul style="list-style-type: none"> 2.80 FTE Design and manage CIP projects Permitting plan review. Respond/resolve drainage public drainage complaints Inspect construction projects; review, revise and adopt local development related codes, rules and standards to incorporate LID principles and BMPs. 	<ul style="list-style-type: none"> 5.90 FTE Currently able to provide annual maintenance for certain facilities, 6 mo. for CBs, 2 yrs for maintenance that requires capital construction < \$25K, annual inspection of all treatment and flow control facilities, bi-annual inspection for certain vaults, manholes, and takes under Reduced Frequency Inspection 	<ul style="list-style-type: none"> 0.5 FTE Engineer Aide and 0.2 FTE SWM Utility Manager (paid by NDPES Permit Program) Program includes: <ol style="list-style-type: none"> Public Education Public Involvement Illicity Discharge and Detection Control Runoff O&M Tracking 6 & 7: (These permit elements N/A) Monitoring Annual Reporting 	<ul style="list-style-type: none"> The City performs a minimal amount of capital construction, funded by rates and fund balance. 2014 - 2019 has 9 projects being funded by SWM funds
Gaps in Existing Program (Potential Considerations in Italics)		<ul style="list-style-type: none"> May need to add 1 FTE or consider contracting services to increase inspection frequency Implement Electronic Record Keeping CCTV 15% of SD system/annually until complete 	(Full-NPDES program review to be conducted)	<ul style="list-style-type: none"> Increase capital expenditures to build high priority projects with next 10 years Add a "Rainy Day" fund to capitol program for unanticipated drainage related issues
Recommendations	<ul style="list-style-type: none"> Programmatic SEPA for Surface Water CIPs Prepare Project Management Manual or Project Management training for staff to effectively manage additional Surface Water CIPs 			<ul style="list-style-type: none"> Increase capital expenditures to build high priority projects within the next 5 years and medium priority projects within the next 10 years

SCHEDULE



Executive Summary - Surface Water Comprehensive Plan – Council Update

Purpose of the update:

We are excited to share our progress on the update to the City's Surface Water Comprehensive Plan (SWCP), which will allow City staff to shift from a reactive to a proactive approach to meeting the maintenance, capital and regulatory needs of the City's surface water utility.

Prioritizing the work:

Broadly the plan includes five (5) areas of work.

1. Planning and Engineering
2. Maintenance and Operations
3. National Pollution Discharge Elimination System (NPDES) Compliance (Regulatory Compliance)
4. Administrative Tasks/Costs
5. Capital Improvements (Construction Projects)

Resources are always limited and a key challenge in putting together a good comprehensive plan is developing a solid and transparent means to prioritize the work in the plan that is supported equally by City staff, elected officials and local residents.

We addressed this challenge by engaging each of these groups individually to develop and refine the criteria that will be used to prioritize the work in the plan. Engagements included:

1. Initially we met with City Staff and facilitated a workshop to develop the criteria and to rate them in terms of their relative importance to the group. The result of the workshop was a complete set of criteria that were given a rating of either high, medium or low in terms of their importance when used to prioritize work.
2. Next we met with the Environment Committee and reviewed the criteria and also gained their perspective on how the criteria should be rated.
3. After that we held four public meetings to provide an opportunity to local residents to comment on the City's current program and to share with us how they felt we should weight the criteria. The meetings were focused on one of four areas coinciding with the four drainage basins located within the City.
4. Parametrix then prepared a regulatory perspective of the criteria and we compiled the results and reviewed them again with the Environment Committee.
5. Finally, a fifth public meeting was held, inviting the participants of the four previous meetings to review and comment on the compiled results. Several adjustments to the project scoring resulted from this meeting.

With the compiled ratings we were able to begin the process of prioritizing the work starting with the capital improvement plan. Parametrix worked with the City to develop 40 capital improvement projects thus far and following the prioritization process we have identified 19 "High" priority projects with an estimated construction cost of approximately \$10 million dollars.

Schedule:

Our work now and in the coming months is to prepare the DRAFT of the SWCP and to provide you the information that shows where there are gaps between your current program and what we believe will be necessary moving forward. We will also provide the results of the financial analysis in the DRAFT SWCP and provide you with a menu of options for closing identified gaps and improving service overall in the next 10 years. The Draft SWCP is scheduled to be submitted to the Environment Committee for review on November 20th with the Plan presented to the City Council on December 11th. Adoption of the Plan is scheduled for early next year.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Construction Contract Award and Consultant Agreement for Construction Inspection Support for the South 251st Street Slide Repair Project

ATTACHMENTS:

1. Public Works Contract
2. Consultant Agreement Task Order Assignment 05
3. Transportation 2014-2019 CIP (Draft Amendment)

FOR AGENDA OF: October 9, 2014

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: October 1, 2014

CLEARANCES:

- Legal DB
- Finance _____
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Planning, Building & Public Works DJB
- Police N/A
- Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval of a Public Works Contract (Attachment 1) with [REDACTED] for the South 251st Street Slide Repair project and approval of Task Order Assignment 05 (Attachment 2) with Tetra Tech Consulting for limited, on-call Construction Management and Inspection Services for the South 251st Street Slide Repair project.

Suggested Motions

Motion 1: "I move to approve the Public Works Contract with [REDACTED], Bidder # [REDACTED], for the South 251st Street Slide Repair project, in the amount of \$ [REDACTED], authorize a project contingency in the amount of \$ [REDACTED], and further authorize the City Manager to sign said Contract substantially in the form as submitted."

Motion 2: "I move to approve Task Order Assignment 01 with Tetra Tech Consulting Inc. for limited Construction Management and Inspection Services for the South 251st Street Slide Repair project in the amount of \$7,978.06, authorize a project contingency in the amount of \$2,000.00, and further authorize the City Manager to sign said Task Order substantially in the form as submitted."

Background

On or around March 24th, 2014, a landslide occurred on the south edge of South 251st Street near 10th Avenue South. Within the Rights-of-Way, the slide impacted existing drainage facilities, guardrail, and roadway shoulder. Additionally, a 4-inch gas main owned by PSE is located within 2-feet of the slide face. Due to these impacts, the City's Public Works Department established temporary re-channelization of the roadway lane markings, ultimately shifting two-way traffic to the north providing separation from the slide.

Mitigation efforts thus far have consisted of two main efforts:

- PSE – Relocation of gas main from south side of roadway to the north to allow for construction mitigation.
- City/Consultant – Completed geotechnical investigation and Contract Documents for Advertisement and Construction.

The Project was advertised on September 19th, 2014 and Bid opening on October 3rd, 2014. All project approvals and permits are acquired.

Additionally, real property acquisition of King County Parcel 256080-3285 is complete, which includes approximately 27,500 SF immediately south and adjacent to the landslide. This acquisition will improve the construction process, provide future maintenance access to the permanent constructed facilities, and allow the permanent constructed facilities to be located consistent with the City's Comprehensive Transportation Plan.

Engineering consultants are needed in order to supplement and expand the capability of City staff for Construction Management and Inspection of the Project. It is the intent that the consultant will be utilized as on-call, with the majority of construction management performed by staff.

Discussion

Construction Contract (Motion#1)

Staff solicited for sealed bid proposals publically via Seattle Times and the Seattle Daily Journal of Commerce on September 19th, 2014. Staff utilized Builder's Exchange of Washington (an on-line plan center) to reach the majority of contractors and encourage the most competitive bidding atmosphere. Bid opening will occur on October 3rd, 2014 and bids will be publically read by the City Clerk.

Council Meeting October 9th, 2014

- City staff will provide and present bid results and responsive low bid.
- City staff will provide and present recommendation for construction contract award.
- City staff will provide and present financial impact statement based on recommendation for award.

The Contractor will receive Notice to Proceed on this project as soon as possible after Council approval to award and staff has receipt of all the necessary Contract paperwork. The Contractor will have 20 working days to complete this project, and construction is expected to begin late October 2014.

Construction Management and Inspection Services (Motion#2)

Limited contracted Construction Management and Inspection Services are necessary to supplement the City staff management of this construction contract and complete the South 251st Street Slide Repair project. These services are proposed to be provided by Tetra Tech, the Engineer of Record for the project, as provided in Attachment 2. Staff believes that Tetra Tech has satisfactorily met engineering expectations for the project as originally envisioned in the solicitation for services and have demonstrated their qualifications for these services on other projects within the City of Des Moines and will be able to maintain valuable overall project history and consistency with the previous phases of work.

Alternatives

(Motion #1)

Council could direct staff to re-submit for construction bids at a later time. However, given the conditions of the slide, the following will result from this direction:

- 1) Absorb costs to winterize the project site until a future date.
- 2) Absorb costs to re-design and advertise the project due to future unknown conditions, if changes occur.

(Motion #2)

The City does not have adequate staff resources to perform complete Construction Management and Inspection in compliance general project requirements. Council could direct staff to solicit for proposals, but will cause project and construction schedule delay. Additionally, solicitation for proposals will result in potentially (2) separate contracts, one for the construction management and inspection work and one for the Engineer of Record. By utilizing the Engineer of Record to fulfill these services, the City will benefit from consolidated services.

Financial Impact

Two funding sources, the City's Transportation CIP fund and the City's Storm Water Management CIP fund are utilized to cover project costs as illustrated in the Transportation 2014-2019 CIP (Draft Amendment) (refer to Attachment 3).

Construction Contract (Motion#1)

Will be presented during the October 9th, 2014 Council Meeting

Construction Inspection Support (Motion#2)

Tetra Tech Contract \$7,978.06

Recommendation or Conclusion

Staff recommends Council approve the suggested motions.

Concurrence

Finance, Legal, and Planning, Building, and Public Works concur.

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PUBLIC WORKS CONTRACT between City of Des Moines and

[Insert Contractor's Company Name]

THIS CONTRACT is made and entered into this [Enter Day] day of [Enter Month], [Year], by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and [Insert Contractor's Co. Name] organized under the laws of the State of [Insert State Co. Formed Under], located and doing business at [Insert Contractor's Address, Phone Number, and Contact Person] (hereinafter the "Contractor").

CONTRACT

The parties agree as follows:

I. DESCRIPTION OF WORK.

Contractor shall perform the services for the City in accordance with the following described Plans, and/or Specifications, attached hereto and incorporated herein by reference.

South 251st Street Slide Repair

Work proposed under this contract includes repair of the South 251st Street Slide area by:

- Constructing a Mechanical Retained Earth wall
- Minor grading for the wall construction and roadway shoulder restoration,
- Minor drainage improvements
- Roadway planing and HMA resurfacing
- Minor roadside vegetation restoration and permanent erosion control

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

Standard Specifications for Road, Bridge and Municipal Construction, 2014 prepared by the Washington State Department of Transportation and the American Public Works Association – Washington State Chapter

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

Exhibit A: Bid Documents

Exhibit B: Contract Documents

Exhibit C: Amendments to the Standard Specifications

Exhibit D: Special Provisions

Appendix A: Standard Plans

Appendix B: Prevailing Wage Rates

Appendix C: Summary of Geotechnical Conditions

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) (2012 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) any changes in the Work in accordance 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 the Plans and Specifications attached hereto or incorporated herein by reference will begin within 10 days of issuance of the Notice to Proceed for this project. The Contractor shall complete the Work described in Section I within **[20] working days** based upon the start date specified in the Notice to Proceed for this project. 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 [Insert maximum dollar amount to be paid for services. You may type out the dollar amount and place the numerical dollar amount in parentheses or you may just enter the numerical dollar amount.], 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 Section I 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. The Contractor's Record Drawings, per the Contract Provisions, for the Work completed each week shall be attached to each monthly progress payment request submitted by the Contractor. The monthly progress payment requests submitted by the Contractor will not be considered complete without the required Record Drawings. The City will make progress payment within 45 days after receipt of the Contractor's complete progress request until the work is complete and accepted by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

- A. Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries and until settlement of any liens filed under Chapter 60.28 RCW. If Contractor plans to submit a bond in lieu of the retainage specified above, the bond must be in a form acceptable to the City and submitted within 20 calendar 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 Planning, Building and 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 **\$(enter amount)** **(compute the amount to be entered using the following formula $0.15 \times$ original contract amount divided by original time for completion. Delete this after computing the amount to enter)** 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.

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine that the work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

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. 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 not protested as provided in this Section shall be full payment and final settlement of all claims for Contract time and for all costs of any kind, including costs of delays, related to any Work either covered or affected by the change. By not protesting as this Section provides, the Contractor also waives any additional entitlement and accepts from the Engineer any written or oral order (including directions, instructions, interpretations, and determinations).

If in disagreement with anything required in a change order, another written order, or an oral order from the Engineer, including any direction, instruction, interpretation, or determination by the Engineer, the Contractor shall:

1. Immediately give a signed written notice of protest to the Project Engineer or the Project Engineer's field Inspectors before doing the Work;
2. Supplement the written protest within 14 calendar days with a written statement and supporting documents providing the following:

- a. The date and nature of the protested order, direction, instruction, interpretation, or determination;
- b. A full discussion of the circumstances which caused the protest, including names of persons involved, time, duration and nature of the Work involved, and a review of the Plans and Contract Provisions referenced to support the protest;
- c. The estimated dollar cost, if any, of the protested Work and a detailed breakdown showing how that estimate was determined;
- d. An analysis of the project schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and
- e. If the protest is continuing, the information required above shall be supplemented upon request by the Project Engineer until the protest is resolved.

Throughout any protested Work, the Contractor shall keep complete records of extra costs and time incurred. The Contractor shall permit the Engineer access to these and any other records related to the protested Work as determined by the Engineer.

The Engineer will evaluate all protests provided the procedures in this Section are followed. If the Engineer determines that a protest is valid, the Engineer will adjust payment for Work or time by an equitable adjustment in accordance with WSDOT Standard Specifications Section 1-09.4. Extensions of time will be evaluated in accordance with WSDOT Standard Specifications Section 1-08.8. No adjustment will be made for an invalid protest.

If the Engineer determines that the protest is invalid, that determination and the reasons for it will be provided in writing to the Contractor. The determination will be provided within 14 calendar days after receipt of the Contractor's supplemental written statement (including any additional information requested by the Project Engineer to support a continuing protest) described in item 2 above.

If the Contractor does not accept the Engineer's determination then the Contractor shall pursue the dispute and claims procedures set forth in WSDOT Standard Specifications Section 1-09.11. In spite of any protest or dispute, the Contractor shall proceed promptly with the Work as the Engineer orders.

By failing to follow the procedures of WSDOT Standard Specifications Sections 1-04.5 and 1-09.11, the Contractor completely waives any claims for protested Work.

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 PHYSICAL COMPLETION DATE ISSUED BY THE ENGINEER 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 indemnification required for the Work is contained in Exhibit D (Special Provisions) Section 1-07.18(6).

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 scope of insurance required for the Work is contained in Exhibit D (Special Provisions) Section 1-07.18.

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/companies providing such bonds shall agree to be bound to the laws of the State of Washington, and subjected to the jurisdiction of the State of Washington and the King County Superior Court in any proceeding to enforce the bond. This Contract shall not become effective until said bonds are supplied and approved by the Engineer and filed with the City Clerk.

In the event that the Compensation called for in Section III of this Contract is less than \$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 bonds, 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 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 XVII of this Contract.

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

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

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

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

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

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

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

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

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

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

<p>CONTRACTOR:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Its _____ <i>(Title)</i></p> <p>DATE: _____</p>	<p>CITY OF DES MOINES:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: Anthony A. Piasecki</p> <p>Its City Manager <i>(Title)</i></p> <p>DATE: _____</p> <p style="text-align: center;">Approved as to Form:</p> <p style="text-align: center;">_____ City Attorney</p> <p style="text-align: center;">DATE: _____</p>
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<p>NOTICES TO BE SENT TO:</p> <p>CONTRACTOR:</p> <p>[Insert Contact Name] [Insert Company Name] [Insert Address] [Address - Continued]</p> <p>[Insert Telephone Number] (telephone) [Insert Fax Number] (facsimile)</p>	<p>NOTICES TO BE SENT TO:</p> <p>CITY OF DES MOINES:</p> <p>[Insert Name of City Rep. to Receive Notice] City of Des Moines 21650 11th Avenue South Des Moines, WA 98198 [Insert Telephone Number] (telephone) [Insert Fax Number] (facsimile)</p>
<p>At the direction of the Des Moines City Council taken on an open public meeting on _____</p>	

Formal Task Assignment Document

Task Number 05

The general provisions and clauses of Agreement 2014-2015 On-Call General Civil Engineering Services shall be in full force and effect for this Task Assignment.

Location of Project: South 251st Street (Between 10th Avenue South and 11th Avenue South)

Project Title: South 251st Street Slide Repair

Maximum Amount Payable Per Task Assignment: \$7,978.06

Completion Date: March 31st, 2015

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

Provide assistance to the City during construction by assisting in the following elements as needed, determined and initiated by the City:

- Material testing.
- Geotechnical Site Inspection and MRE Wall shop drawing review.
- EOR support.
- Change Order / Field Change Support.

Exhibit A-1 Scope of Work
Exhibit E-1 Fee

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

ATTACHMENT A-1

SCOPE OF SERVICES

S 251st Street Slide Repair Construction Inspection Support

PROJECT INFORMATION

A small landslide occurred on or around March 24, 2014 on the south edge of South 251st Street near 10th Ave S in the City of Des Moines, WA. The road is owned and maintained by the City and temporary safety measures are in place to protect the public and to monitor the slope until more permanent measures are in place. The final design is complete and the project has been advertised for construction.

The scope of this Task Assignment is to provide construction support services based on the final design provided by Tetra Tech and Aspect Consulting.

The following are overall project assumption:

- The City will conduct day to day construction inspection services with support by Tetra Tech, Aspect Consulting, and Krazan & Associates. The Tetra Tech team will assist in inspection reporting as needed to supplement City inspection documentation.
- It is assumed that the gravel backfill for the wall will come from a WSDOT approved and certified source, so extensive testing of the material will not be required.
- Compaction testing will not be required for every reinforced earth wall lift and the Tensar representative will be on site at the beginning of the wall construction and occasionally thereafter (per the contract specifications), watching the wall construction in support of proper construction methods.

SCOPE OF SERVICES

TASK 1 – Construction Support Services (CSS)

Provide assistance to the City during construction by assisting in the following elements as needed, determined and initiated by the City:

1. Material testing – Materials certification inspection and periodic testing for wall backfill compaction and HMA paving. Testing will be accomplished by Krazan and Associates.
2. Geotechnical Site Inspection and MRE Wall shop drawing review – Initial site inspection by Aspect Consulting of the wall foundation prior to wall erection. This will include one site visit (half day) for subgrade inspection to verify subgrade improvement measures properly undertaken, one site visit (half day) to observe placement and compaction of MRE lifts, facing units, and subsurface drainage elements, and review and comment on compaction tests taken by Krazan and Associates. This will also include the review of the contractors MRE wall design (shop drawings) for conformance with the design and specifications, review of gravel

backfill for wall borrow source, and responding to or assisting with response for up to one MRE wall RFI.

3. Engineer of record support and submittal reviews – this includes general responses for up to three RFI's relating to roadway and drainage elements. All RFI's relating to the wall is covered as part of number 2 above. This also includes general submittal review support for the City as needed.
4. Change Order / Field Change Support - review and solution support for any formal change orders or field changes as needed. It is assumed that there will be up to 2 change orders and up to 4 field changes. Request for approval of materials (RAM) review as needed.

All assistance will be recorded on daily inspection reports and/or formal brief memorandums as needed. Testing and inspection results from Krazean and Associates will be per their normal submittal documentation as previously provided to the City on past projects. All documentation will come through Tetra Tech prior to submittal to the City.

Tetra Tech will also provide project administration and coordination with the City to facilitate efficient progress and timely completion of this construction support services. This will include schedule coordination, weekly progress reports of Consultant activities, and monthly invoicing.



**DRAFT 2014 - 2019 CAPITAL IMPROVEMENT PLAN
Transportation CIP Fund**

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Transportation	PROJECT NO.	319.611
PROJECT	South 251st Slide Repairs	Project Type:	Repair
LOCATION	South 251st Street east of Marine View Dr.	Council Goals met:	
		Council Objectives met:	
		Project Status	New

DESCRIPTION: Install MSE structural wall to repair roadway slide and improvement existing stormwater facilities

COST ELEMENTS	TOTAL*	EXPENDITURE SCHEDULE														
		FY 13 Act	FY 12 Act	FY 14 Amend	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20					
ADMIN (CITY STAFF)	\$ 15,000				\$ 15,000											
CIP PROJ MANAGEMENT	10,000				10,000											
DESIGN / ENGINEERING	93,160				93,160											
LAND	27,000				27,000											
BUILDINGS	-															
IMPROVEMENTS	225,000				225,000											
INSPECTION	8,000				8,000											
CONTINGENCY	50,000				50,000											
UTILITY UNDERGROUNDING	-															
OTHER - PERMIT	-															
TOTAL	\$ 428,160				\$ 428,160											

FUNDING SOURCES	TOTAL*	EXPENDITURE SCHEDULE														
		FY 13 Act	FY 12 Act	FY 14 Amend	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20					
Transportation CIP Fund	\$ 284,812				\$ 284,812											
Transfer from General Fund	-															
SWM CIP Transfer	143,348				143,348											
TOTAL	\$ 428,160				\$ 428,160											

*Excludes FY 14 Amd



**DRAFT 2014 - 2019 CAPITAL IMPROVEMENT PLAN
Transportation CIP Fund**

**CAPITAL IMPROVEMENT PLAN
REQUEST FORM**

CATEGORY	Transportation	PROJECT NO.	319.611
PROJECT	South 251st Slide Repairs	Project Type:	Repair
LOCATION	South 251st Street east of Marine View Dr.	Council Goals met:	
		Council Objectives met:	
		Project Status	New

JUSTIFICATION:

Heavy spring rains cause a slide on the south side of South 251st Street east of Marine View Drive. The shoulder of the road was compromised and further erosion put the roadway at risk.

SCOPE OF WORK:

The project involves consultant design in the development of plans, specifications, and estimates for the described work. Construction will be done by a contract and managed by in-house staff with consultant resources as needed.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Contract Award for Senior Activity Center Optional Standby Generator Project

FOR AGENDA OF: October 9, 2014

ATTACHMENTS:

1. Public Works Contract
2. Bid Results List
3. 2014-2019 CIP Summary Worksheet
4. Generator and Automatic Transfer Switch Cut Sheets

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: October 2, 2014

CLEARANCES:

Legal PB

Finance _____

Marina N/A

Parks, Recreation & Senior Services _____

Planning, Building & Public Works DSB

Police N/A

Courts N/A

APPROVED BY CITY MANAGER

FOR SUBMITTAL: AS

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval of a Public Works Contract (Attachment 1) for the Senior Activity Center Optional Standby Generator Project.

Suggested Motion

Motion: "I move to award the Public Works Contract to _____ for the Senior Activity Center Optional Standby Generator Project, in the amount of \$_____, and authorize the City Manager to sign said contract substantially in the form as submitted."

Background

During the winter storm seasons and periods of severe weather, the Senior Activity Center is not operational at times due to power outages. The City has planned to provide a generator at the Senior Activity Center for emergency situation for many years but the project was unfunded until 2014. This optional standby generator will allow activities to continue during emergency conditions, and will keep the building open to the public.

Discussion

The Engineer's Estimate for the project is \$63,800.00 plus WSST, for a total of \$69,861.00. The project was advertised for bids in the Seattle Daily Journal of Commerce on September 10th and September 17th, 2014. A pre-bid project walkthrough was conducted at the Activity Center on September 19, 2014 at 10:00 AM. Sealed bids were opened and read aloud on October 1, 2014 at 2:00 PM. The apparent lowest responsive bidder at bid opening was Pioneer Cable Contractors, Inc. The bidders are shown below, and the bid results list is provided as Attachment 2.

Contractor Name	Total Bid
Pioneer Cable Contractors, Inc.	\$70,143.02
JR Electric, Inc	\$83,573.69
Battery Power Systems, Inc	\$114,494.30
Engineer's Estimate	\$69,861.00

Staff and the Engineer of Record are performing the necessary bid evaluations, bid tabulations, and reference checks, and will present recommendations for Contract award at the Council meeting on October 9th.

The contract time for the project is 120 working days. This means that the generator project will not be complete and operational until April 2015.

Staff has heard some frustrations about the timing of the delivery of this project. While staff certainly agrees that it would have been ideal to have the generator project completed this fall, a number of issues prevented this from occurring:

Other Budgeted Projects

- Activity Center Floor Repairs – This project was a premiere project priority focus early in the year to address liability and safety concerns.
- Dining Hall Rehabilitation Project – The design of this project took several months longer than anyone expected in order to address issues with the windows and other emergent issues that came up during the demolition and abatement process.
- Street Sweeping Contract – The prior contract expired in July. Revamping the scope of work and new contract was a priority this past spring.
- Activity Center Reader Board

Unforeseen/Emergency Projects

- Beach Park Mud Slide (February 2014)
- Field House Repairs - Ground Water Intrusion (March 2014)
- Picnic Shelter and Restroom – Responding to Tree damage (February 2014)
- South 251st Street Slide (March 2014)

Following is an explanation from the Design Engineer (Elcon) as to why the procurement period is so long, and why this generator is different than one sitting on a Home Depot shelf:

The biggest floor model generator you can find for sale at Home Depot is ~ 7.5kW. The Home Depot website does offer machines up to 500kW, but everything bigger than the floor models is shipped to

your home. The bigger the machine, the fewer of them get purchased. The manufacturers make lots of the little ones, because they know they will sell and not sit around – they have a continuous flow in the product pipeline. As the generator sizes get bigger, the manufacturer’s make fewer and fewer ‘on spec’ because:

- There are too many different configurations and options such that it isn’t feasible to have ‘one of everything’ sitting around:
 - Generators can run on diesel, gasoline, natural gas, or propane. Custom units will run on landfill off-gassing.
 - The application may require different types of controls and environmental features depending on if it is prime power or backup power; and Emergency, Critical, or Standby.
 - There many different sizes of generators – Kohler offers 58 different models of 60Hz diesel generators from 10kW to 3,250kW.
 - Generators can provide 120/240V, 120/208V, 277/480V, plus a host of specialty voltages. There tend to be at least a dozen different inverters available for each size of generator to handle not only different voltage but different types of loads (everything from across-the-line motors to data centers).
 - There are three different standard types of enclosures for the generator, and then custom enclosures if the standard ones aren’t adequate.
 - You can get as big a fuel tank as you want – after about 3 days runtime, they get too big to sit under the generator, and become a standalone unit.
 - Different applications and environments require differ features – marine grade, rodent proof (I am getting this feature for yours), different seismic criteria, interior or exterior installation setup, and different control packages.
 - A variety of heating and cooling options to accommodate different environments.
- Periodically the environmental requirements for the large generators get incremented which could make a large inventory of spec machines a complete write-off.

The 100kW machine you are getting is right at the high end of what a manufacturer might make without having an order in-hand. If we don’t get a spec machine then we will get a custom built. The order goes in, we get our spot in the product queue, they make it, test it, and ship it. Different manufacturers have different lead times – we have been told 6 to 12 weeks depending on the manufacturer.

Alternatives

Council could choose not to award the contract.

Financial Impact

The CIP Project summary worksheet (Attachment 3) shows that there are sufficient funds in the adopted project budget to cover the cost of the chosen improvements. However, the design efforts have exceeded the adopted budget amounts, and an additional \$20,020 will need to be added to the project for the 2015 budget.

Recommendation or Conclusion

Staff recommends Council approve the suggested motion.

Concurrence

Finance, Legal, Parks, Recreation and Senior Services, and Planning, Building, and Public Works concur.

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PUBLIC WORKS CONTRACT between City of Des Moines and

[Insert Contractor's Company Name]

THIS CONTRACT is made and entered into this [Enter Day] day of [Enter Month], [Year], by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and [Insert Contractor's Co. Name] organized under the laws of the State of [Insert State Co. Formed Under], located and doing business at [Insert Contractor's Address, Phone Number, and Contact Person] (hereinafter the "Contractor").

CONTRACT

The parties agree as follows:

I. DESCRIPTION OF WORK.

Contractor shall perform the services for the City in accordance with the following described Plans, and/or Specifications, attached hereto and incorporated herein by reference.

Senior Activity Center Optional Standby Generator System

- Provide a standby generator to automatically supply backup power for the Des Moines Senior Activity Center. Significant project work elements include modification of utility service with a new service disconnect, new automatic transfer switch, new standby generator with fuel tank, and all required interconnections.
- And all incidental items necessary to complete the Work as described in the Plans and/or Specifications.

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

Standard Specifications for Road, Bridge and Municipal Construction, 2014 prepared by the Washington State Department of Transportation and the American Public Works Association – Washington State Chapter

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

Exhibit A: Bid Documents

Exhibit B: Contract Documents

Exhibit C: Amendments to the Standard Specifications

Exhibit D: Special Provisions

Appendix A: Prevailing Wage Rates

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) (2014 edition);
- (ii) any changes in the Work in accordance 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,
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 the Plans and Specifications attached hereto or incorporated herein by reference will begin within 10 days of issuance of the Notice to Proceed for this project. The Contractor shall complete the Work described in Section I within **120 working days** based upon the start date specified in the Notice to Proceed for this project. 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 [Insert maximum dollar amount to be paid for services. You may type out the dollar amount and place the numerical dollar amount in parentheses or you may just enter the numerical dollar amount.], 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 Section I 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 City will make payment within 45 days after receipt of the Contractor's complete project element request and acceptance by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

- A. Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries and until settlement of any liens filed under Chapter 60.28 RCW. If Contractor plans to submit a bond in lieu of the retainage specified above, the bond must be in a form acceptable to the City and submitted within 20 calendar 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 Planning, Building and 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 **[\$[enter amount] (compute the amount to be entered using the following formula $0.15 \times$ original contract amount divided by original time for completion. Delete this after computing the amount to enter)]** 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.

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine that the work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

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. 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 not protested as provided in this Section shall be full payment and final settlement of all claims for Contract time and for all costs of any kind, including costs of delays, related to any Work either covered or affected by the change. By not protesting as this Section provides, the Contractor also waives any additional entitlement and accepts from the Engineer any written or oral order (including directions, instructions, interpretations, and determinations).

If in disagreement with anything required in a change order, another written order, or an oral order from the Engineer, including any direction, instruction, interpretation, or determination by the Engineer, the Contractor shall:

1. Immediately give a signed written notice of protest to the Project Engineer or the Project Engineer's field Inspectors before doing the Work;
2. Supplement the written protest within 14 calendar days with a written statement and supporting documents providing the following:
 - a. The date and nature of the protested order, direction, instruction, interpretation, or determination;
 - b. A full discussion of the circumstances which caused the protest, including names of persons involved, time, duration and nature of the Work involved, and a review of the Plans and Contract Provisions referenced to support the protest;
 - c. The estimated dollar cost, if any, of the protested Work and a detailed breakdown showing how that estimate was determined;
 - d. An analysis of the project schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and
 - e. If the protest is continuing, the information required above shall be supplemented upon request by the Project Engineer until the protest is resolved.

Throughout any protested Work, the Contractor shall keep complete records of extra costs and time incurred. The Contractor shall permit the Engineer access to these and any other records related to the protested Work as determined by the Engineer.

The Engineer will evaluate all protests provided the procedures in this Section are followed. If the Engineer determines that a protest is valid, the Engineer will adjust payment for Work or time by an equitable adjustment in accordance with WSDOT Standard Specifications Section 1-09.4. Extensions of time will be evaluated in

accordance with WSDOT Standard Specifications Section 1-08.8. No adjustment will be made for an invalid protest.

If the Engineer determines that the protest is invalid, that determination and the reasons for it will be provided in writing to the Contractor. The determination will be provided within 14 calendar days after receipt of the Contractor's supplemental written statement (including any additional information requested by the Project Engineer to support a continuing protest) described in item 2 above.

If the Contractor does not accept the Engineer's determination then the Contractor shall pursue the dispute and claims procedures set forth in WSDOT Standard Specifications Section 1-09.11. In spite of any protest or dispute, the Contractor shall proceed promptly with the Work as the Engineer orders.

By failing to follow the procedures of WSDOT Standard Specifications Sections 1-04.5 and 1-09.11, the Contractor completely waives any claims for protested Work.

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 PHYSICAL COMPLETION DATE ISSUED BY THE ENGINEER 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 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 Contractor, their agents, representatives, employees or subcontractors.

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

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

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

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

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

B. MINIMUM AMOUNTS OF INSURANCE

Contractor shall maintain the following insurance limits:

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

C. OTHER INSURANCE PROVISIONS

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Subcontractors

The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which

determination shall be made in accordance with reasonable and prudent business practices.

G. NOTICE OF CANCELLATION

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

H. FAILURE TO MAINTAIN INSURANCE

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

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

XX. Bonds - Separate Payment Bond 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/companies providing such bonds shall agree to be bound to the laws of the State of Washington, and subjected to the jurisdiction of the State of Washington and the King County Superior Court in any proceeding to enforce the bond. This Contract shall not become effective until said bonds are supplied and approved by the Engineer and filed with the City Clerk.

In the event that the Compensation called for in Section III of this Contract is less than \$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 bonds, 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 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 XVII of this Contract.

C. Written Notice. All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of the Contract, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be

deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.

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

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

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

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

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

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

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

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

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

<p>CONTRACTOR:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Its _____ <i>(Title)</i></p> <p>DATE: _____</p>	<p>CITY OF DES MOINES:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: <u>Anthony A. Piasecki</u></p> <p>Its <u>City Manager</u> <i>(Title)</i></p> <p>DATE: _____</p> <p>Approved as to Form:</p> <p>_____ City Attorney</p> <p>DATE: _____</p>
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<p>NOTICES TO BE SENT TO:</p> <p>CONTRACTOR:</p> <p>[Insert Contact Name] [Insert Company Name] [Insert Address] [Address - Continued] [Insert Telephone Number] (telephone) [Insert Fax Number] (facsimile)</p>	<p>NOTICES TO BE SENT TO:</p> <p>CITY OF DES MOINES:</p> <p>Scott J. Romano City of Des Moines 21650 11th Avenue South Des Moines, WA 98198 (206) 870-6539 (telephone) (206) 870-6596 (facsimile)</p>
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At the direction of the Des Moines City Council taken at an open public Meeting on _____.

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2014 - 2019 CAPITAL IMPROVEMENT PLAN

Municipal Capital Improvement

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	General Government	PROJECT NO.	310.702
PROJECT	Activity Center Emergency Generator	PROJECT STATUS:	
		Preliminary Estimate	X
		Plans in Preparation	
		P.S.E. Complete	

LOCATION 2045 S 216th St

DESCRIPTION: Install a new 125 Kw emergency generator outside at the Activity Center to allow operations during power outages and emergency situations.

EXPENDITURE SCHEDULE											
COST ELEMENTS	TOTAL*	FY 11 Act	FY 12 Act	FY 13 Est	FY 13 Amd	FY 14	FY 15	FY 16	FY 17	FY 18	FY 19
ADMINISTRATION	\$ 2,000					\$ 2,000					
CIP PROJ MANAGEMENT	2,900					2,900					
DESIGN / ENGINEERING	4,600					4,600					
LAND	-										
BUILDINGS	-										
IMPROVEMENTS	73,200					73,200					
INSPECTION / PERMITS	2,400					2,400					
CONTINGENCY	-										
SALES TAX	6,900					6,900					
OTHER	-										
TOTAL	\$ 92,000					\$ 92,000					

FUNDING SOURCES	TOTAL*	FY 11 Act	FY 12 Act	FY 13 Est	FY 13 Amd	FY 14	FY 15	FY 16	FY 17	FY 18	FY 19
To Be Determined	\$ 92,000					\$ 92,000					
MCI	-										
TOTAL	\$ 92,000					\$ 92,000					

*Excludes FY 13 Amd

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Sound levels (dB(A))*				
kW	Model	Weather-protective	Level I	Level II
Diesel				
10	DSKAA	78	68	65
15	DSKAB	81	69	66
20	DSKBA	80	70	67
25	DSKCA	82	72	69
30	DGHCA	75	68	62
35	DGHCB	76	68	62
35	DGBB °	82	71	63
40	DGHCC	76	69	62
40	DGBC °	82	72	63
50	DGCA	83	72	66
50	DGHE	79	70	65
60	DGCB	84	73	67
60	DSFAD	87	79	71
80	DGCG	84	76	67
80	DSFAE	87	82	72
100	DGDB	86	77	70
100	DSGAA *	87	-	73
100	DSHAF	95	88	78
125	DGDK	86	80	71
125	DSGAB *	87	-	74
125	DSHAE	95	88	78
150	DGFA	89	77	72
150	DSGAC *	88	-	75
150	DSHAA	95	88	78
175	DGFB	90	78	72
175	DSHAB	95	88	78
200	DGFC	91	80	74
200	DSHAC	95	88	78
230	DGFS	91	81	75
230	DSHAD	96	89	78
250	DQDAA	90	86	71
275	DQDAB	89	86	71
275	DQHAA	86	85	74
300	DFCB	86	84	71
300	DQDAC	89	86	71
300	DQHAB	89	88	76
350	DFEG	85	83	72
400	DFEG	89	85	73
450	DFEJ	87	84	73
500	DFEK	88	85	76
600	DFGB	85	78	74
600	DQCA	87	79	74
750	DFGE	87	80	75
750	DFHA	91	81	77
750	DQCB	87	79	74
750	DQFAA	89	79	75
800	DFHB	91	81	77
800	DQCC	87	79	74
800	DQFAB	89	79	75
900	DFHC	93	83	78
900	DQFAC	88	80	76
1000	DFHD	90	80	76
1000	DQFAD	90	80	76

Sound levels (dB(A))*				
kW	Model	Weather-protective	Level I	Level II
Natural gas				
20	GGMA	77	N/A	66
25	GGMB	78	N/A	66
30	GGMC	79	N/A	67
35	GGPA	82	74	63
40	GGPB	83	74	65
50	GGPC	83	74	65
60	GGHE	86	77	68
70	GGHF	87	77	69
85	GGHG	85	79	75
100	GGHH	86	80	76
125	GGLA	85	79	75
150	GGLB	85	79	75

***Also available Level III**

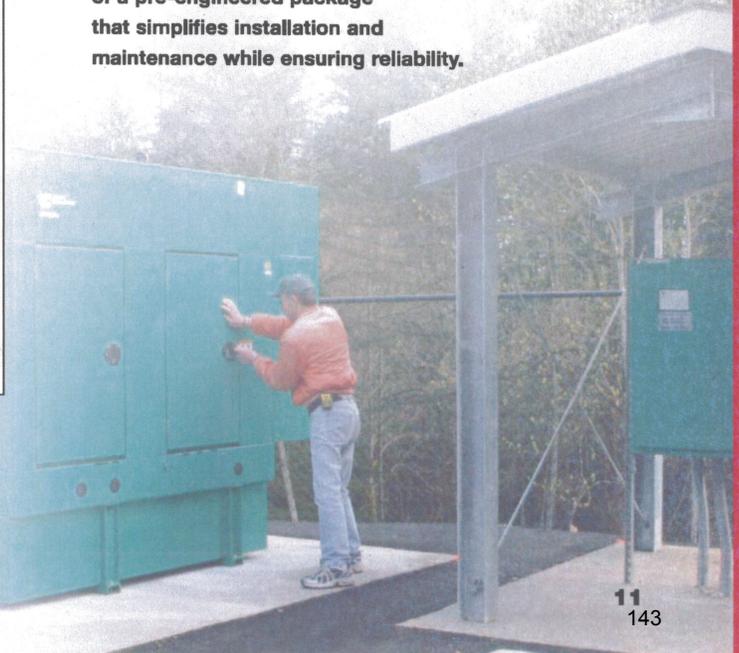
100 kW	DSGAA	68 dB(A)
125 kW	DSGAB	69 dB(A)
150 kW	DSGAC	70 dB(A)

°Models to be discontinued in 2011



DSGAA

Sound-attenuated generator sets are installed at wastewater lift stations in Camas, Washington, as part of a pre-engineered package that simplifies installation and maintenance while ensuring reliability.



Power Transfer Equipment

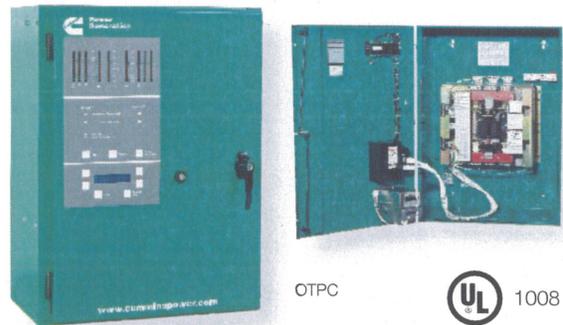
PowerCommand® automatic transfer switches communicate directly with the generator set controller, providing more reliable communication across the entire system.

In addition to a full line of standard transfer switches, custom-engineered switches are available to fit unique project requirements anywhere in the world.



Orange County Convention Center, Orlando, Florida

A 6 MW standby power system in the Phase V expansion includes 72 automatic transfer switches. The transfer switches are used for load distribution and for switching between the utility source and four 1500 kW PowerCommand diesel generator sets.



Automatic transfer switches

PowerCommand automatic transfer switches feature microprocessor-based control technology for easy operation and robust, high-contact-force design to withstand thousands of switching cycles. Applications include utility-to-generator-set, utility-to-utility or generator-set-to-generator-set. Open transition switches can be adjusted to completely disconnect the load from both sources for a programmed time period to prevent unnecessary circuit breaker tripping and load damage.

Major features include:

- UL 1008-listed withstand and closing ratings up to 200kA
- Convenient front-panel display to easily review power and load conditions, make adjustments, review events, and check network status
- Service entrance configurations to 1000 amps

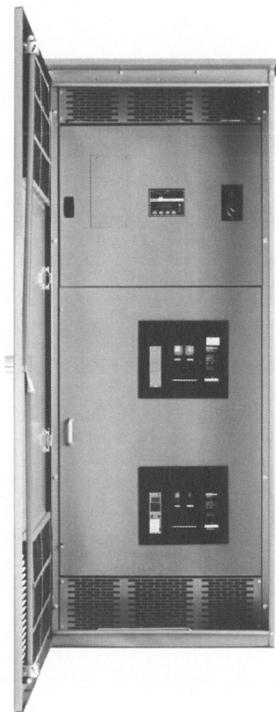
Closed-transition transfer switches

For critical applications where even a momentary loss of power makes a difference, closed transition provides make-before-break transfer between live sources by momentarily paralleling the two sources.

KOHLER Power Systems

Automatic Transfer Switches Service Entrance Rated

ISO 9001
KOHLER
POWER SYSTEMS
 NATIONALLY REGISTERED



Controller

- Decision-Maker® MPAC 1500

Ratings

Power Switching Device	Current	Voltage, Frequency
Molded case (MCCB)	200	208-240 VAC, 60 Hz
	100-1200	208-480 VAC, 60 Hz
Insulated Case (ICCB)	800-4000	208-480 VAC, 60 Hz

Transfer Switch Standard Features

Enclosed Contact Power Switching Units

- Service entrance automatic transfer switches incorporate an isolating mechanism and overcurrent protection on the utility supply, eliminating the need to have a separate, upstream utility source circuit breaker/disconnect switch.
- UL 1008 listed, file #58962
- IBC seismic certification available
- Fully enclosed silver alloy contacts provide high withstand rating.
- 3-cycle short circuit current withstand-tested
- Completely separate utility and generator set power switching units provide redundancy (no common parts) and are easy to service.
- Utility disconnect power switching units have overcurrent protection; generator disconnect is available with or without overcurrent protection:
 - Molded case circuit breakers (MCCB) include thermal-magnetic or electronic trip overcurrent protection (80% rated)
 - Molded case switches (MCSW) do not include overcurrent protection (100% rated) (available on generator disconnect only)
 - Insulated case circuit breakers (ICCB) include electronic trip overcurrent protection (100% rated).
 - Insulated case switches (ICSW) do not include overcurrent protection (100% rated) (available on generator disconnect only)
- Inherent stored-energy design prevents damage if manually switched while in service.
- Heavy duty brushless gear motor and operating mechanism provide mechanical interlocking and extreme long life with minimal maintenance.
- Safe manual operation permits easy operation even under adverse conditions.
- All mechanical and control devices are visible and readily accessible.
- NEMA 1, 3R, 4X and 12 enclosures available
- Padlockable service disconnect control switch
- Status indicators
- Two-position control circuit isolation switch disconnects utility power to the transfer switch controller.

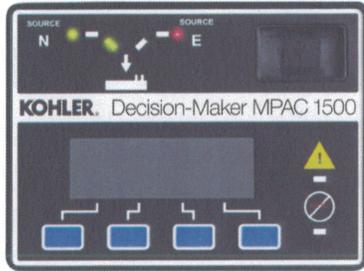
Service Disconnect Switch

- Two-position switch with padlockable cover disconnects the normal source and inhibits transfer during maintenance or service.
- Controller display shows SERVICE DISCONNECT.
- Lamp illuminates to indicate that the switch is in the DISCONNECT position.
- Further transfer is inhibited after transfer to Emergency.

Automatic Transfer Switch Controller

The Decision-Maker® MPAC 1500 Automatic Transfer Switch Controller is used on service entrance transfer switch models.

Decision-Maker® MPAC 1500 Controller



- LCD display, 4 lines x 20 characters, backlit
- Complete programming and viewing capability at the door using the keypad and LCD display
- LED indicators: Source available, transfer switch position, service required (fault), and "not in auto"
- Modbus communication is standard
- Programmable voltage and frequency pickup and dropout settings
- Programmable time delays
- Programmable generator exerciser
- Time-based load control
- Current-based load control (current sensing kit required)
- Two programmable inputs and two programmable outputs
- Up to four I/O extension modules available
- RS-485 communication standard
- Ethernet communication standard
- Three-source system
- Prime power

For more information about Decision-Maker® MPAC 1500 features and functions, see specification sheet G11-128.

Codes and Standards

The ATS meets or exceeds the requirements of the following specifications:

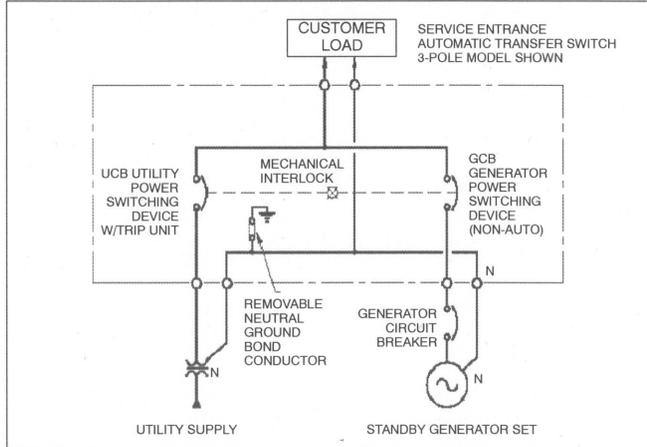
- EN61000-4-4 Fast Transient Immunity Severity Level 4
- EN61000-4-5 Surge Immunity Class 4 (voltage sensing and programmable inputs only)
- IEC Specifications for EMI/EMC Immunity:
 - CISPR 11, Radiated Emissions
 - IEC 1000-4-2, Electrostatic Discharge
 - IEC 1000-4-3, Radiated Electromagnetic Fields
 - IEC 1000-4-4, Electrical Fast Transients (Bursts)
 - IEC 1000-4-5, Surge Voltage
 - IEC 1000-4-6, Conducted RF Disturbances
 - IEC 1000-4-8, Magnetic Fields
 - IEC 1000-4-11, Voltage Dips and Interruptions
- IEC 60947-6-1, Low Voltage Switchgear and Control Gear; Multifunction Equipment; Automatic Transfer Switching Equipment
- IEEE Standard 446, IEEE Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications
- IEEE 472 (ANSI C37.90A) Ring Wave Test
- NEMA Standard ICS 10-2005, Electromechanical AC Transfer Switch Equipment
- NFPA 70, National Electrical Code
- NFPA 99, Essential Electrical Systems for Health Care Facilities
- NFPA 110, Emergency and Standby Power Systems
- Underwriters Laboratories UL 1008, Standard for Automatic Transfer Switches for Use in Emergency Standby Systems file #58962

Application Data

Environmental Specifications	
Operating Temperature	-15°C to 50°C (5°F to 122°F)
Storage Temperature	-20°C to 70°C (-4°F to 158°F)
Humidity	95% noncondensing

Auxiliary Position-Indicating Contacts	
MCCB Models	Use programmable digital outputs
ICCB Models	3 Normal, 2 Emergency Rated 2.5 A @ 24/48 VDC, 6 A @ 480VAC

Typical Single-Line Diagram



Ratings

Interrupting Capacity Current Rating With Integral Overcurrent Protection *				
(No upstream circuit breaker protection required)				
Power Switching Device	Switch Rating, Amps	Voltage, Max.	Amps RMS	
			@ 240 V	@ 480 V
Molded case	100	600	65,000	25,000
	150	600		
	200	240	65,000	NA
	250	600	65,000	35,000
	400	600	65,000	50,000
	600			
	800			
	1000			
Insulated case	1200	600	100,000	100,000
	800			
	1000			
	1200			
	1600			
	2000			
	2500			
	3000			
4000				

* With molded case/insulated case switching devices equipped with integral overcurrent protection.

Cable Sizes

Model	Amps	Cable Sizes, Al/Cu Wire		
		Circuit Breaker (per Phase)	Neutral	Ground
KEP, MCCB	100	(1) #14 - 1/0 AWG	(3) #14 - 2/0 AWG	(3) #14 - 1/0 AWG
	150	(2) #2 - 4/0 AWG		
	200	(1) #6 - 350 KCMIL	(3) #6 - 350 KCMIL	(3) #6 - 350 KCMIL
	250			
	400	(2) 2/0 - 500 KCMIL	(6) 2/0 - 500 KCMIL	(3) #6 - 350 KCMIL
	600	(3) 2/0 - 500 KCMIL	(9) 2/0 - 500 KCMIL	
	800	(4) 4/0 - 500 KCMIL	(12) 4/0 - 500 KCMIL	(3) #4 - 600 KCMIL
	1000	(3) 3/0 - 750 KCMIL	(9) 3/0 - 750 KCMIL	(3) #6 - 250 KCMIL
1200				
KEP, ICCB	800	(4) 3/0 - 750 KCMIL	(12) 3/0 - 750 KCMIL	(3) #6 - 250 KCMIL
	1000	(4) 3/0 - 750 KCMIL	(12) 3/0 - 750 KCMIL	
	1200	(5) 3/0 - 750 KCMIL	(15) 3/0 - 750 KCMIL	(3) #6 - 250 KCMIL
	1600	(6) 3/0 - 750 KCMIL	(18) 3/0 - 750 KCMIL	
	2000	(8) 3/0 - 750 KCMIL	(24) 3/0 - 750 KCMIL	(3) #6 - 250 KCMIL
	2500	(9) 3/0 - 750 KCMIL	(27) 3/0 - 750 KCMIL	
	3000	(12) 3/0 - 750 KCMIL	(36) 3/0 - 750 KCMIL	(3) #6 - 250 KCMIL
	4000			(3) #6 - 250 KCMIL

Weights and Dimensions

Weights and dimensions are shown for NEMA type 1 enclosures. Consult the factory for other enclosure types. Weights and dimensions are shown for reference only. Refer to the transfer switch dimension drawing for planning and installation.

Molded Case Circuit Breaker (MCCB) Models								
Model	Amps	Dimensions, mm (in.)				Weight, kg (lb.)		
		Poles	Height	Width	Depth	2P	3P	4P
KEP, MCCB	100-150	2,3,4	914 (36.0)	725 (28.5)	462 (18.2)	68 (150)	68 (150)	68 (150)
	200	2,3	914 (36.0)	725 (28.5)	462 (18.2)	68 (150)	68 (150)	N/A
	250	2,3,4	914 (36.0)	725 (28.5)	462 (18.2)	81 (178)	81 (178)	81 (178)
	400	2,3,4	1231 (48.4)	995 (39.2)	486 (19.1)	195 (430)	195 (430)	195 (430)
	600-800	2,3,4	1231 (48.4)	995 (39.2)	486 (19.1)	200 (441)	200 (441)	200 (441)
	1000-1200	3,4	2024 (79.7)	875 (34.4)	515 (20.3)	N/A	270 (595)	270 (595)

Insulated Case Circuit Breaker (ICCB) Models						
Model	Amps	Poles	Dimensions, mm (in.)			Weight, kg (lb.)
			Height	Width	Depth	
KEP, ICCB	800	3	2324 (91.5)	914 (36.0)	1219 (48.0)	544 (1200)
		4	2324 (91.5)	914 (36.0)	1219 (48.0)	635 (1400)
	1000-1200	3	2324 (91.5)	914 (36.0)	1219 (48.0)	553 (1220)
		4	2324 (91.5)	914 (36.0)	1219 (48.0)	644 (1420)
	1600	3	2324 (91.5)	914 (36.0)	1372 (54.0)	598 (1320)
		4	2324 (91.5)	914 (36.0)	1372 (54.0)	625 (1380)
	2000	3	2324 (91.5)	914 (36.0)	1372 (54.0)	607(1340)
		4	2324 (91.5)	914 (36.0)	1372 (54.0)	644 (1420)
	2500	3	2324 (91.5)	914 (36.0)	1524 (60.0)	625 (1380)
		4	2324 (91.5)	1067 (42.0)	1524 (60.0)	662 (1460)
	3000	3	2324 (91.5)	914 (36.0)	1524 (60.0)	644 (1420)
		4	2324 (91.5)	1067 (42.0)	1524 (60.0)	680 (1500)
	4000	3	2324 (91.5)	1372 (42.0)	1524 (60.0)	907 (2000)
		4	2324 (91.5)	1372 (42.0)	1524 (60.0)	1270 (2800)

Accessories

Accessories are available either factory-installed or as loose kits, unless otherwise noted.

Digital Meter

- Measure and display voltage, current, frequency, and power for both sources:
- Programmable visual alarms for high voltage, low voltage, and high current
- Three digital outputs
- Serial port for optional network connections
- Password-protected programming menus
- Joystick operation
- Factory-installed

Extended Warranties

- 2-year basic
- 5-year basic
- 5-year comprehensive
- 10-year major components

Heater, Anti-Condensation

- Hygrostat-controlled 120 VAC strip heater (customer-supplied voltage source required)
- 100 or 250 watts (sized for enclosure)
- Protective 15 Amp circuit breaker

Literature Kits

- Production literature kit (one set of literature is included with each transfer switch)
- Overhaul literature kit

Load Shed Kit

- Forced transfer from Emergency to OFF for programmed-transition models
- Customer-supplied signal (contact closure) is required for the forced transfer to OFF function
- Factory-installed

RSA III Remote Serial Annunciator

- Monitors the generator set
- Monitors Normal and Emergency source status and connection
- Monitors ATS common alarm
- Allows remote testing of the ATS
- For more information, see specification sheet G6-139.

Seismic Certification

- Certification depends on application and geographic location. Contact your distributor for details.
- Available for the transfer switches and enclosures shown below:

ATS Type and Size		Enclosure, NEMA Type:			
Type	Amps	1	3R	4X	12
MCCB	100-600			•	
MCCB	100-1200	•	•		•
ICCB	800-4000	•	•		

Surge Protection Device (SPD)

- SPD available for the normal source supply
- Surge protection reduces transient voltages to harmless levels
- Protection modes: L-L / L-N / L-G / N-G
- Replaceable phase and neutral cartridges for service
- Frequency: 50-60 Hz
- Operating Temperature Range: -40 to 176°F (-40 to 80°C)
- Remote contacts for customer-supplied status indicators:
Contacts: 1 NO, 1 NC
Min Load: 12VDC / 10 mA
Max. Load: 250 VAC / 1 A
Wire Size (max.): 16AWG
- Fuse protection: 30 amps / 600 V
- UL 1449, 3rd Edition for Type 2 applications
- IEC 61-643-1, 2nd Edition T2/11
- See additional specifications below

Additional Controller Accessories

See the controller specification sheet for more information.

Accessory Modules

- Alarm Module
- External Battery Supply Module
- Input/Output Module
- High-Power Input/Output Module

Current Sensing Kit

Line-to-Neutral Voltage Monitoring

Padlockable User Interface Cover

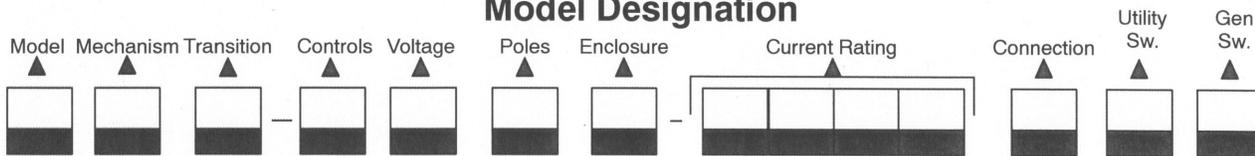
Supervised Transfer Control Switch

SPD Specifications									
Nominal Voltage (V ±15%)	Max. Discharge Current (kA)	Phase	Poles	UL VPR 3rd Ed (L-N/N-G/L-G) (kV)	Limiting Voltage, (L-N/N-G/L-G) (kV)		Short Circuit Withstand Current (kA)	Maximum Continuous Operating Voltage (VAC)	
					at 3kAmps	at 10kAmp			
240/120	40	Split	3	0.6 / 1.2 / 0.7	0.6 / 0.4 / 0.6	0.8 / 0.7 / 0.8	200	175 / 350	
208/120	40	Wye	4	0.6 / 1.2 / 0.7	0.6 / 0.4 / 0.6	0.8 / 0.7 / 0.8	200	175 / 350	
480/277	40	Wye	4	1.0 / 1.2 / 1.1	1.0 / 0.4 / 1.0	1.2 / 0.7 / 1.2	200	320 / 460	
240/120	40	HLD	4	1.0 / 1.2 / 1.1	1.0 / 0.4 / 1.0	1.2 / 0.7 / 1.2	200	320 / 460	
600/347	40	Wye	4	1.3 / 1.2 / 1.4	1.3 / 0.4 / 1.3	1.5 / 0.7 / 1.5	200	440 / 880	

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Model Designation



Record the transfer switch model designation in the boxes. The transfer switch model designation defines characteristics and ratings as explained below.

Sample Model Designation: **KEP-DMTA-0400S-NK**

Model

K: Kohler

Current, Amps

0100	0600	2000
0150	0800	2500
0200	1000	3000
0250	1200	4000
0400	1600	

Mechanism

E: Service Entrance Rated

Transition

P: Programmed

Connections

S: Standard

Controller

D: Decision-Maker® MPAC 1500, Automatic

Utility Switching Device

- M: MCCB w/thermal magnetic trip 100–200 A
- N: MCCB w/electronic trip 250–800 A
- P: MCCB w/electronic trip and GF 1000–1200 A
- R: ICCB w/electronic trip 800 A
- T: ICCB w/electronic trip and GF 1000–4000 A

Voltage/Frequency

C: 208 Volts/60 Hz	M: 480 Volts/60 Hz
F: 240 Volts/60 Hz	R: 220 Volts/60 Hz
K: 440 Volts/60 Hz	

Number of Poles/Wires

- N: 2 Poles/3 Wires, Solid Neutral
- T: 3 Poles/4 Wires, Solid Neutral
- V: 4 Poles/4 Wires, Switched Neutral

Generator Switching Device

- K: MCSW 100–1200 A
- M: MCCB w/thermal magnetic trip 100–200 A
- N: MCCB w/electronic trip 250–1200 A
- Q: ICSW 800–4000 A
- R: ICCB w/electronic trip 800–4000 A

Enclosure

A: NEMA 1	C: NEMA 3R
B: NEMA 12	F: NEMA 4X

Note: Some selections are not available for every model. Contact your Kohler distributor for availability.

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