

**AGENDA**

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

**September 10, 2015 – 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 for payment vouchers and payroll transfer included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#144140-144342	\$ 734,941.18
Electronic Wire Transfers	#592-599	\$ 212,603.40
Payroll Checks	#18700-18705	\$ 6,658.99
Payroll Direct Deposit	#340001-340169	\$ 299,010.32
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers:		\$1,253,213.89

Page 3 Item 2: TRANSPORTATION GATEWAY PROJECT SOUTH 216<sup>TH</sup> STREET, SEGMENT 1-A RIGHT OF WAY ACQUISITION LURIA PACIFIC NORTH WEST, LLC, PROJECT PARCEL 19

Motion is to purchase 3,869 square feet of land from Luria Pacific North West, LLC in the amount of \$108,400.00, a 650 square foot Wall Easement in the amount of \$4,600.00, a 221 square foot utility easement in the amount of \$4,700.00, as well as compensate the owner \$10,000.00 for taken landscaping and paving, \$10,000.00 for parking lot redesign and striping, and \$74,859.00 in the form of an administrative settlement for right of way, replacement of parking stops and paving, reconfiguration/replacement of parking lot light poles, and legal expenses for grand total of \$212,559.00 (rounded dollars), plus associated closing costs, and further authorize the City Manager to sign the Statutory Warranty Deed, Wall Easement, Utility Easement, Construction Easement and Right of Entry and Real Property Voucher Agreement substantially in the form submitted and accept the right of way on behalf of the City of Des Moines.

- Page 45 Item 3: DES MOINES LODGING TAX ADVISORY COMMITTEE  
Motion is to confirm the Mayoral appointment of Bill Murray General Manager, The Four Points by Sheraton to the Des Moines Lodging Tax Advisory Committee effective immediately.
- Page 51 Item 4: RESOLUTION SETTING A PUBLIC HEARING REGARDING THE WESLEY HOMES MASTER PLAN  
Motion is to adopt Draft Resolution No. 15-157 setting a public hearing on October 1, 2015, or as soon thereafter as the matter can be heard, to consider the Master Plan application entitled "Wesley Homes Des Moines Campus".
- Page 55 Item 5: CONSTRUCTION CONTRACT AWARD FOR THE DES MOINES 2015 CITYWIDE MINOR PAVEMENT RESTORATION PROJECT  
Motion 1 is to approve the Public Works Contract with Rainier Asphalt Sealing LLC for the 2015 Citywide Minor Pavement Restoration Project, in the amount of \$59,158.00, authorize a project contingency of \$6,000.00 and further authorize the City Manager to sign said Contract substantially in the form as submitted.  
  
Motion 2 is to direct City staff to bring forward to the City Council a budget amendment by the end of 2015 to add an additional \$10,000 to the Pavement Management Program from REET 2 funds.
- Page 77 Item 6: CONSULTANT CONTRACT AMENDMENT: BHC CONSULTANTS, LLC  
Motion is to approve the Contract with BHC Consultants LLC, continuing professional inspection and plan review services in the amount of \$65,000, and authorize the City Manager to sign the contract substantially in the form submitted.

#### **NEW BUSINESS**

- Page 95 Item 1: CONTRACT WITH AMERICAN BUILDING SERVICES, INC. FOR JANITORIAL SERVICES IN CITY BUILDINGS  
Staff Presentation: Planning, Building and Public Works Director  
Dan Brewer

#### **NEXT MEETING DATE**

September 17, 2015 Regular City Council Meeting

#### **ADJOURNMENT**

**CITY OF DES MOINES**  
**Voucher Certification Approval**

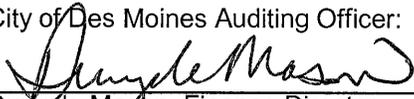
**10-Sep-15**

**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 Sept 10, 2015 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:

  
 Duryele Mason, Finance Director

	# From	# To	Amounts
<b>Claims Vouchers:</b>			
Total A/P Checks/Vouchers	144140 -	144342	734,941.18
Electronic Wire Transfers	592 -	599	212,603.40
<b>Total claims paid</b>			<b>947,544.58</b>
<b>Payroll Vouchers</b>			
Payroll Checks	18700 -	18705	6,658.99
Direct Deposit	340001 -	340169	299,010.32
Payroll Checks	-		
Direct Deposit	-		
Payroll Checks	-		
Direct Deposit	-		
<b>Total Paychecks/Direct Deposits paid</b>			<b>305,669.31</b>
<b>Total checks and wires for A/P &amp; Payroll</b>			<b>1,253,213.89</b>

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# AGENDA ITEM

## BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

**SUBJECT:** Transportation Gateway Project  
South 216<sup>th</sup> Street, Segment 1-A  
Right of Way Acquisition Luria  
Pacific North West, LLC, Project  
Parcel 19

**AGENDA OF:** September 10, 2015

**DEPT. OF ORIGIN:** Planning, Building & Public Works

**DATE SUBMITTED:** September 2, 2015

**ATTACHMENTS:**

1. Statutory Warranty Deed, Parcel # 215640-0301
2. Wall Easement, Parcel # 215640-0301
3. Utility Easement, Parcel # 215640-0301
4. Construction Easement/Right of Entry
5. Administrative Settlement Recommendation
6. Real Property Voucher
7. Project Map

**CLEARANCES:**

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

**APPROVED BY CITY MANAGER  
FOR SUBMITTAL:** MM/ACM

**Purpose and Recommendation:**

The purpose of this agenda item is to seek City Council approval for the purchase of right-of-way from Luria Pacific North West LLC (Bartell drugstore leased property) for widening and capital improvement of S. 216<sup>th</sup> Street, Segment 1-A between 24<sup>th</sup> Avenue S and Pacific Highway S. The following motion will appear on the Consent Calendar:

**Suggested Motion**

**Motion:** "I move to purchase 3,869 square feet of land from Luria Pacific North West, LLC in the amount of \$108,400.00, a 650 square foot Wall Easement in the amount of \$4,600.00, a 221 square foot utility easement in the amount of \$4,700.00, as well as compensate the owner \$10,000.00 for taken landscaping and paving, \$10,000.00 for parking lot redesign and striping, and \$74,859.00 in the form of an administrative settlement for right of way, replacement of parking stops and paving, reconfiguration/replacement of parking lot light poles, and legal expenses for grand total of \$212,559.00 (rounded dollars), plus associated closing costs, and further authorize the City Manager to sign the Statutory Warranty Deed, Wall Easement, Utility Easement, Construction Easement & Right of Entry and Real Property Voucher Agreement substantially in the form submitted and accept the right of way on behalf of the City of Des Moines."

**Background:**

Widening and improvement of S. 216<sup>th</sup> Street, Segment 1-A, between 24<sup>th</sup> Avenue S. and Pacific Highway South, is an element of the City of Des Moines Comprehensive Plan and the 2015-2020 Capital Improvement Program, Project 319.332. This arterial is one of the three roadway segments referred collectively as the Des Moines Transportation Gateway Project. The project will include new travel lanes, bicycle lanes, wider sidewalks, landscaping and pedestrian lighting, as well as other utility and related urban design elements. The City Council passed Ordinance No. 1616 on January 22, 2015 authorizing staff to proceed with acquisition of right-of-way from these properties. The City is following adopted right-of-way procedures conforming to WSDOT and Federal Highway Administration guidelines.

**Discussion:**

Design of this project is complete including all environmental documentation under NEPA and SEPA. An appraisal and review appraisal of the proposed acquisition was performed establishing the fair market value that was offered to the owner as compensation. The approved right-of-way plan requires 3,869 square feet of property in fee (Attachment 1), 650 square feet for a wall easement (Attachment 2), and 221 square feet for a utility easement (Attachment 3) from Parcel Number 215640-0301. A temporary Construction Easement & Right of Entry (Attachment 4) was negotiated including an agreement to entry on the owner's property to match needed improvements. The proposed administrative settlement describes the negotiations (Attachment 5) including recommended compensation within the range of the appraisal. Also included in the settlement is the cost of lost landscaping and paving as well as design, reconfiguration of retail parking spaces and lighting to be performed by the owner. The cost of acquisition is summarized in the proposed Real Property Voucher (Attachment 6).

The land area cited above needs to be acquired so that the State may certify that the City has clear entitlement to the right-of-way prior to advertizing the project for construction. As shown on Attachment 7 this property is referred to as project parcel #19 in the right of way plan. Negotiations are continuing on one (1) remaining parcel.

**Alternatives:**

No other alternatives are currently available. The final design and alignment for the roadway requires this right-of-way. Alternatives were considered during pre-design (symmetrical verses an offset alignment) resulting in settling on a right-of-way plan supported by final design.

**Financial Impact:**

Right-of-Way acquisition is funded in part by a grant from the Federal Highways Administration. The project is funded by CIP Project 319.332.

**Recommendation/Conclusion:**

Staff recommends the Council approve the proposed motion.

**Concurrence:**

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

**After Recording, Return to:**  
 CITY OF DES MOINES  
 ATTN: CITY ATTORNEY  
 21630 11<sup>th</sup> Avenue South, Suite C  
 Des Moines, WA 98198

**STATUTORY WARRANTY DEED**

ROW Parcel #:	19
Grantor:	Luria Pacific North West LLC, a Washington limited liability company
Grantee:	City of Des Moines, a municipal corporation of the State of Washington
Legal Description/STR:	PTN of NW ¼ of the SE ¼ of SEC 9, TOWNSHIP 22, RANGE 4
Assessor's Tax Parcel ID#:	215640-0301
Property Address:	21615 Pacific Hwy S, Des Moines, Washington

**Transportation Gateway Project**  
**South 216<sup>th</sup> Street, Segment 1-A, Improvements**  
**24<sup>th</sup> Avenue S. to Pacific Highway S.**

THE GRANTOR(S), Luria Pacific North West LLC, a Washington limited liability company, for and in consideration of sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys and warrants to the **City of Des Moines, a Washington municipal corporation of the State of Washington**, its successors and assigns, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain per Chapter 8.12 RCW, for the use of the public, the real property described and attached hereto as Exhibit A and illustrated and attached hereto as Exhibit A-1, situated in City of Des Moines, in King County, Washington.

Also, the Grantor requests the Assessor and Treasurer of said County to set over to the remainder of Tax Parcel No. 215640-0301, the lien of all unpaid taxes, if any, affecting the real estate herein conveyed, as provided by RCW 84.60.070

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**GRANTOR:**

Luria Pacific North West LLC,  
a Washington limited liability company

By:  for Mark  
Luria  
as POA

Date: 8/14/15

**GRANTEE:**

CITY OF DES MOINES,  
a Washington municipal corporation

By: \_\_\_\_\_  
Anthony A. Piasecki, City Manager

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

*At the direction of the Des Moines City Council on \_\_\_ day of \_\_\_\_\_, 2015.*

APPROVED as to form only:

\_\_\_\_\_  
Pat Bosmans, City Attorney

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



**EXHIBIT A**  
**PARCEL NO. 215610-0301**  
**RIGHT OF WAY ACQUISITION**

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING NORTH AND NORTHEAST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID PARCEL "A" AND A LINE THAT IS 42.00 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 216<sup>TH</sup> STREET;

THENCE SOUTH 01° 03' 46" WEST ALONG SAID WEST LINE, 6.48 FEET TO THE TRUE POINT OF BEGINNING;

THENCE EASTERLY ON A CURVE TO THE LEFT WHOSE CENTER BEARS NORTH 03° 32' 48" EAST, 6,051.50 FEET, AN ARC DISTANCE OF 191.24 FEET TO A LINE THAT IS 51.50 FEET SOUTH OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 216<sup>TH</sup> STREET;

THENCE SOUTH 88° 15' 51" EAST ALONG SAID PARALLEL LINE, 65.33 FEET;

THENCE SOUTH 01° 44' 09" WEST, 7.00 FEET TO A LINE THAT IS 58.50 FEET SOUTH OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 216<sup>TH</sup> STREET;

THENCE SOUTH 88° 15' 51" EAST ALONG SAID PARALLEL LINE, 45.00 FEET;

THENCE SOUTH 41° 00' 21" EAST, 43.82 FEET TO THE EAST LINE OF SAID PARCEL "A" AND END OF SAID LINE DESCRIPTION;

CONTAINING 3,869 SQUARE FEET, MORE OR LESS.

**PARCEL "A":**

(PER STEWART TITLE COMPANY ORDER NO. 01148-29577, DATED DECEMBER 17, 2014)

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9;

THENCE SOUTH 1°03'58" WEST ALONG THE WEST LINE THEREOF 42.00 FEET TO A POINT ON THE SOUTH MARGIN OF SOUTH 216TH STREET AS ESTABLISHED BY DEED RECORDED UNDER RECORDING NO. 7202020313, AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 88°15'50" EAST ALONG THE SOUTH LINE OF THE NORTH 42.00 FEET OF SAID SUBDIVISION, WHICH LINE IS ALSO THE SOUTH MARGIN OF 216TH STREET, 345.57 FEET, MORE OR LESS, TO THE WEST MARGIN OF PRIMARY STATE HIGHWAY NO. 1;

THENCE SOUTH 6°04'10" WEST 250.72 FEET TO THE NORTH LINE OF THAT CERTAIN PROPERTY DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 4911747;

THENCE NORTH 88°15'50" WEST, PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION AND ALONG THE NORTH LINE OF THE LAND DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 4911747, 322.66 FEET TO THE WEST LINE OF SAID SUBDIVISION;

THENCE NORTH 1°03'58" EAST ALONG THE WEST LINE OF SAID SUBDIVISION 250.02 FEET TO THE TRUE POINT OF BEGINNING;

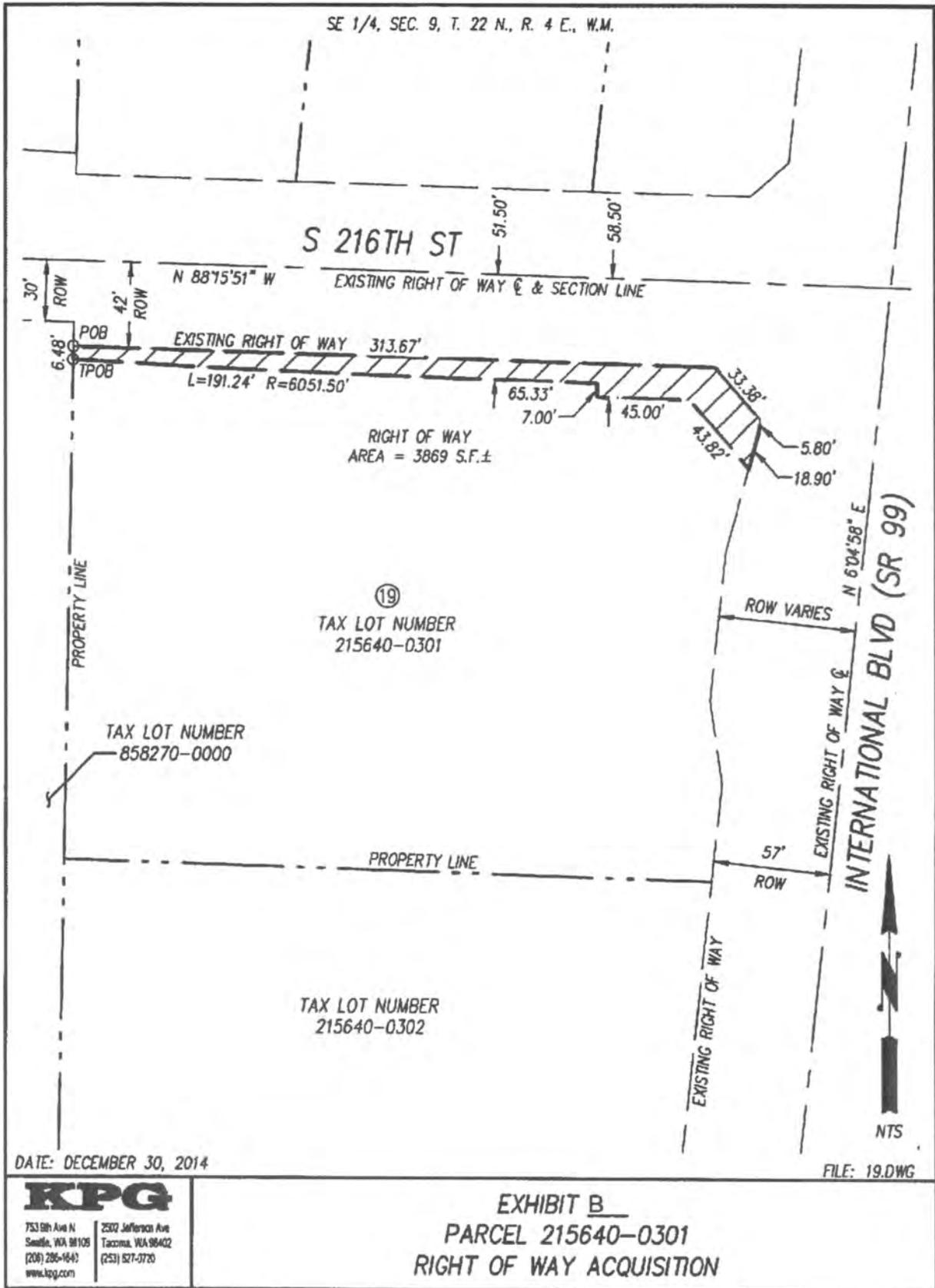
EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF DES MOINES BY DEED RECORDED UNDER RECORDING NO. 9606200764;

AND EXCEPT THAT PORTION THEREOF CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 02-2-19397-8 (KENT);

AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF DES MOINES BY RECORDING NUMBER 20130716000279;

(BEING KNOWN AS A PORTION OF TRACT 16, EAST DES MOINES 5 ACRE TRACTS, ACCORDING TO THE UNRECORDED PLAT THEREOF).





# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of MARIN }

On AUG 14, 2015 before me, PEDRO URIOSTEGUI-RIVERA, Notary Public,  
(Type or print name and title of this officer)

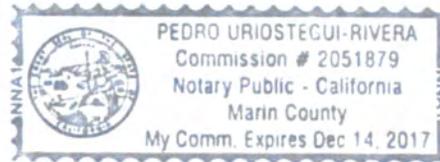
personally appeared JOSHUA MORGAN LURIA,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT  
STATUTORY WARRANTY DEED  
(Title or description of attached document)

(Title or description of attached document (continued))

Number of Pages 6 Document Date \_\_\_\_\_

CAPACITY CLAIMED BY THE SIGNER

Individual (s)  
 Corporate Officer \_\_\_\_\_  
(Title)

Partner(s)  
 Attorney-in-Fact  
 Trustees(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary working and should be completed and attached to the document. Acknowledgments in other states may be completed for documents being sent to that state so long as the working does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
  - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - Print the name(s) of document signer(s) who personally appear at the time of notarization.
  - Indicate the correct singular or plural form by crossing off incorrect forms (i.e. he/she/they) or by circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
  - The notary seal impression must be clear and photographically reproducible; large area must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
    - ❖ Additional information is not required but could help to ensure the acknowledgment is not misused or attached to a different document.
    - ❖ Indicate title or type of attached document, number of pages and date.
    - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
  - Securely attach the document to the signed document with a staple.

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After Recording, Return to:  
CITY OF DES MOINES  
ATTN: CITY ATTORNEY  
21630 11<sup>th</sup> Avenue South, Suite C  
Des Moines, WA 98198

**WALL EASEMENT**

ROW Parcel #:	19
Grantor:	Luria Pacific North West LLC, a Washington limited liability company
Grantee:	City of Des Moines, a municipal corporation of the State of Washington
Legal Description/STR:	PTN of NW ¼ of the SE ¼ of SEC 9, TWNSHIP 22, RANGE 4
Assessor's Tax Parcel ID#:	215640-0301
Property Address:	21615 Pacific Hwy S, Des Moines, Washington

**Transportation Gateway Project**  
**South 216<sup>th</sup> Street, Segment 1-A, Improvements**  
**24<sup>th</sup> Avenue S. to Pacific Highway S.**

THIS EASEMENT AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Luria Pacific North West LLC, a Washington limited liability company ("Grantor" herein), and the CITY OF DES MOINES, a municipal corporation of the State of Washington, ("Grantee" herein),

**WITNESSETH:**

- Grant of Easement.** The Grantor, for and in consideration of TEN DOLLARS (\$10.00), and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grant and convey to the City of Des Moines, a municipal corporation of the State of Washington, its contractors, employees, agents, successors and assigns, (Grantee), for the purposes set forth herein, a non- exclusive perpetual easement for constructing and maintaining roadway modular walls and slopes in excavation and /or embankment ("Easement" herein) over, under, along, across, and through the following described real property ("Easement Area" herein) in King County, Washington.

2. **Property Subject to Easement**

a. **Property Description.** The Property subject to this Easement is legally described and shown in Exhibit "A" and Exhibit "A-1" attached hereto and incorporated by reference.

b. **Easement Areas.** Except as is otherwise set forth herein, Grantee's rights shall be exercised only upon that portion of the property legally described in Exhibit "A" and Exhibit "A-1" ("Easement Areas" herein) attached hereto and incorporated by reference.

3. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, modular walls and/or slopes in excavation and/or embankment, and other associated features within the Easement Areas for the purpose constructing and maintaining roadway side slopes consistent with the design of improvements for S. 216<sup>th</sup> Street Segment 1-A. Walls within easement area are not intended to extend into the air impacting the visibility of the property
4. **Access.** Grantee shall have the right of access to the Easement Areas over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall immediately repair any damage to the Property caused by the exercise of such right of access by Grantee.
5. **Easement Area Clearing and Maintenance.** Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Areas. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, tree or other vegetation in the Easement Area. The Grantee agrees to maintain the wall, repair the wall if it becomes damaged and perform other maintenance consistent with the Grantee's customary maintenance requirements
6. **Grantor's Use of Easement Area.** Grantor reserves the right to use the Easement Areas for any purpose so long as the use does not interfere with the Easement rights herein granted. Grantors may install groundcover and shrub landscaping plantings within the Easement Area. Grantors shall not alter the ground surface and subsurface with the Easement Area by excavation, placement of fill material, or installation of any wall or rockery, without written consent from the Grantee's Public Works Director or authorized designee. Grantee's prior written consent, where required, shall not be unreasonably withheld. Grantor shall not construct or maintain any buildings within the Easement Areas.
7. **Indemnity.** Grantee agrees to indemnify Grantor from and against liability incurred by Grantors as result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

8. Covenant Running With the Land. This Easement shall be covenant running with the land and shall forever bind Grantors, their heirs, successors, and assigns.

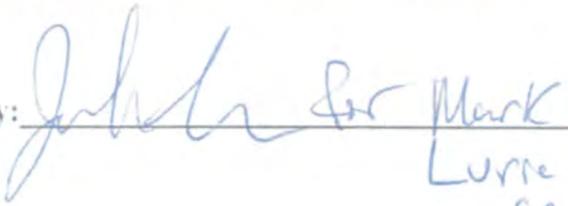
Grantor acknowledges that property and/or property rights conveyed herein are in consideration of mutual benefit to be derived; and Grantor has been informed of its right to receive just compensation.

The lands herein described can be found in design plans on file with the Director of the City of Des Moines Public Works in Des Moines, Washington, CIP 319.332, S. 216<sup>th</sup> Street, Segment 1-A.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**GRANTOR(S):**

Luria Pacific North West LLC, a Washington limited liability company.

By:  Date: 8/14/15  
Mark Lurre  
as POA

**GRANTEE:**

CITY OF DES MOINES,  
a Washington municipal corporation

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Anthony A. Piasecki, City Manager

*At the direction of the Des Moines City Council on \_\_\_ day of \_\_\_\_\_, 2015.*

APPROVED as to form only:

\_\_\_\_\_ Date: \_\_\_\_\_  
Pat Bosmans, City Attorney



**EXHIBIT A**  
**PARCEL NO. 215640-0301**  
**WALL EASEMENT**

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID PARCEL "A" AND A LINE THAT IS 42.00 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 216<sup>TH</sup> STREET;

THENCE SOUTH 01° 03' 46" WEST ALONG SAID WEST LINE, 6.48 FEET;

THENCE EASTERLY ON A CURVE TO THE LEFT WHOSE CENTER BEARS NORTH 03° 32' 48" EAST, 6,051.50 FEET, AN ARC DISTANCE OF 61.35 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING EASTERLY ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 129.89 FEET TO A LINE THAT IS 51.50 FEET SOUTH OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 216<sup>TH</sup> STREET;

THENCE SOUTH 01° 44' 09" WEST, 5.00 FEET;

THENCE WESTERLY ON A CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH 01° 44' 09" EAST, 6056.50 FEET, AN ARC DISTANCE OF 130.00 FEET;

THENCE NORTH 02° 57' 57" EAST, 5.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 650 SQUARE FEET, MORE OR LESS.

PARCEL "A": (PER STEWART TITLE COMPANY ORDER NO. 01148-29577, DATED DECEMBER 17, 2014)

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9;  
THENCE SOUTH 1°03'58" WEST ALONG THE WEST LINE THEREOF 42.00 FEET TO A POINT ON THE SOUTH MARGIN OF SOUTH 216TH STREET AS ESTABLISHED BY DEED RECORDED UNDER RECORDING NO. 7202020313, AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 88°15'50" EAST ALONG THE SOUTH LINE OF THE NORTH 42.00 FEET OF SAID SUBDIVISION, WHICH LINE IS ALSO THE SOUTH MARGIN OF 216TH STREET, 345.57 FEET, MORE OR LESS, TO THE WEST MARGIN OF PRIMARY STATE HIGHWAY NO. 1;

THENCE SOUTH 6°04'10" WEST 250.72 FEET TO THE NORTH LINE OF THAT CERTAIN PROPERTY DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 4911747;

THENCE NORTH 88°15'50" WEST, PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION AND ALONG THE NORTH LINE OF THE LAND DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 4911747, 322.66 FEET TO THE WEST LINE OF SAID SUBDIVISION;

THENCE NORTH 1°03'58" EAST ALONG THE WEST LINE OF SAID SUBDIVISION 250.02 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF DES MOINES BY DEED RECORDED UNDER RECORDING NO. 9806200764;

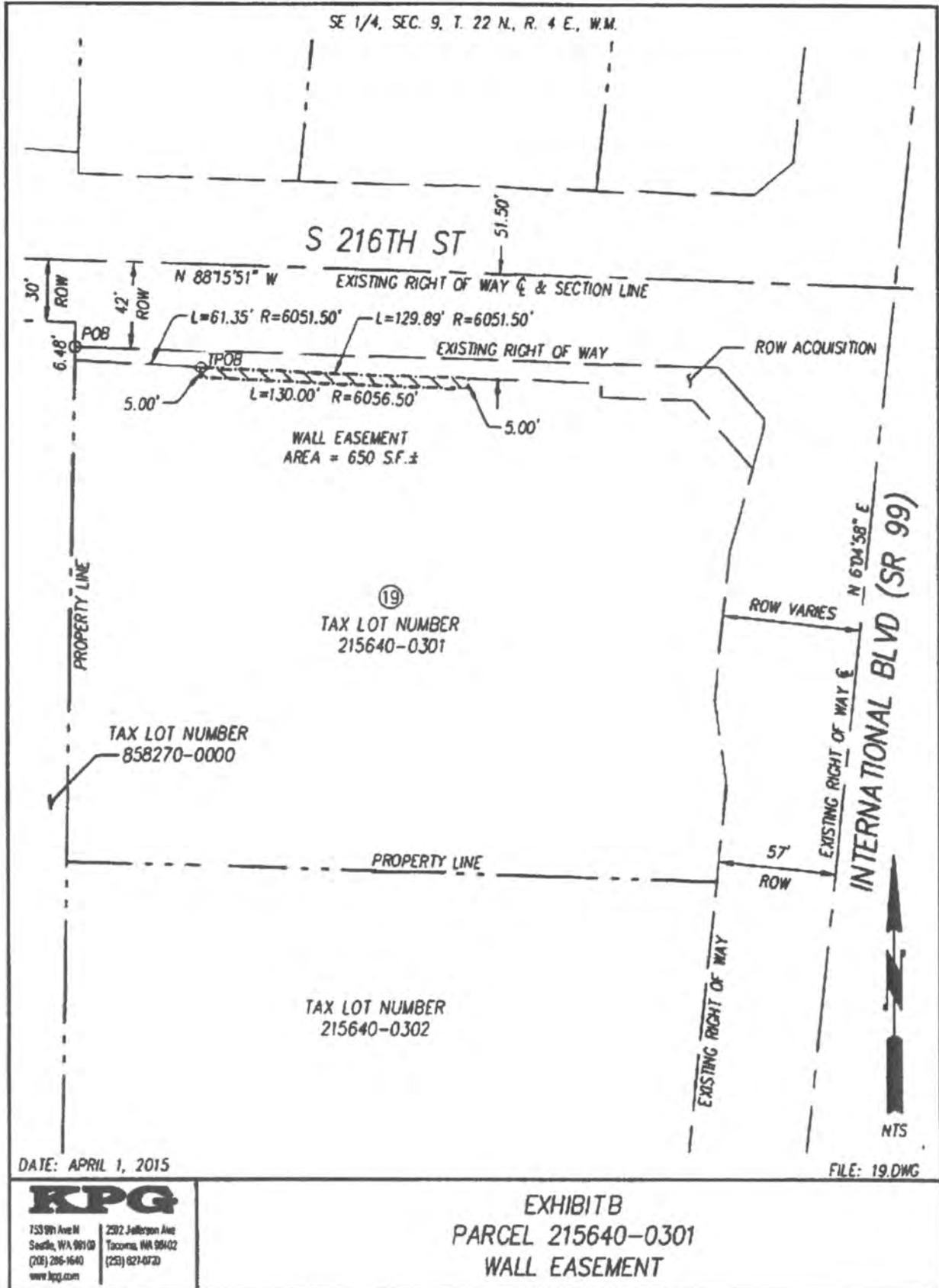
AND EXCEPT THAT PORTION THEREOF CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 02-2-19397-8 (KENT);

AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF DES MOINES BY RECORDING NUMBER 20130716000279;

(BEING KNOWN AS A PORTION OF TRACT 16, EAST DES MOINES 5 ACRE TRACTS, ACCORDING TO THE UNRECORDED PLAT THEREOF).



04/02/2015



# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of MARIN }

On AUG 14, 2013 before me, PEDRO URIOSTEGUI-RIVERA, NOTARY PUBLIC,  
(Here insert name and title of the officer)

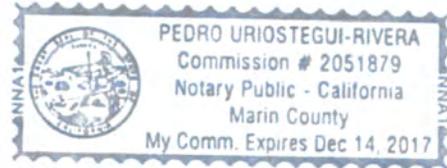
personally appeared JOSHUA MORGAN LURIA,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*[Signature]*  
Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

#### DESCRIPTION OF THE ATTACHED DOCUMENT

WARRANT EASEMENT  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 7 Document Date \_\_\_\_\_

#### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer  
\_\_\_\_\_  
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public)
- Print the name(s) of document signer(s) who personally appear at the time of notarization
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they - is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording
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- Signature of the notary public must match the signature on file with the office of the county clerk
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
- Securely attach this document to the signed document with a staple

**After Recording, Return to:**  
 CITY OF DES MOINES  
 ATTN: CITY ATTORNEY  
 21630 11<sup>th</sup> Avenue South, Suite C  
 Des Moines, WA 98198

**UTILITY EASEMENT**

ROW Parcel #:	19
Grantor:	Luria Pacific North West LLC, a Washington limited liability company
Grantee:	City of Des Moines, a municipal corporation of the State of Washington PTN of NW ¼ of the SE ¼ of SEC 9, TOWNSHIP
Legal Description/STR:	22, RANGE 4
Assessor's Tax Parcel ID#:	215640-0301
Property Address:	21615 Pacific Hwy S, Des Moines, Washington

**Transportation Gateway Project**  
**South 216<sup>th</sup> Street, Segment 1-A, Improvements**  
**24<sup>th</sup> Avenue S. to Pacific Highway S.**

THIS EASEMENT AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Luria Pacific North West LLC, a Washington limited liability company ("Grantor" herein), and the CITY OF DES MOINES, a municipal corporation of the State of Washington, ("Grantee" herein),

**WITNESSETH:**

1. **Grant of Easement.** The Grantor, for and in consideration of TEN DOLLARS (\$10.00), and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants and conveys to the City of Des Moines, a municipal corporation of the State of Washington, its contractors, employees, agents, successors, franchisors and assigns, (Grantee), for the purposes set forth herein, a non- exclusive perpetual easement for the placement, operation, and maintenance of public and private utility equipment ("Easement" herein) over, under, along, across, and through the following described real property ("Easement Area" herein) in King County, Washington.

2. **Property Subject to Easement**

a. **Property Description.** The Property subject to this Easement is legally described and shown in Exhibit "A" and Exhibit "A-1" attached hereto and incorporated by reference.

b. **Easement Areas.** Except as is otherwise set forth herein, Grantee's rights shall be exercised only upon that portion of the property legally described in Exhibit "A" and Exhibit "A-1" ("Easement Areas" herein) attached hereto and incorporated by reference.

3. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, and enlarge utility structures and associated features within the Easement Areas for the purpose of constructing and maintaining utilities. Such utilities may include, but is not limited to: water, sewer, drainage, communications and traffic control, & electrical.

4. **Utility Features.**

Above and below ground handholes, conduits, vaults, switches, pedestals, transformers, fire hydrant connection, water meters, valves, and all other facilities and/or appurtenances necessary and/or convenient to any and/or all of the forgoing. Following the initial construction of all and/or portion of its utility features, Grantee may, from time to time, construct such additional facilities as it may require for such utility features.

5. **Access.** Grantee shall have the right of access to the Easement Areas over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall immediately repair any damage to the Property caused by the exercise of such right of access by Grantee.

6. **Easement Area Clearing and Maintenance.** Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Areas. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, tree or other vegetation in the Easement Area. . The Grantee shall provide 5 days' notice before there is access related to disruptive construction activities (other than due to emergency) and the property shall be reasonably restored to the prior condition following any work in or around the Easement Area..

7. **Grantor's Use of Easement Area.** Grantor reserves the right to use the Easement Areas for any purpose including, without limitation, surface parking so long as the use does not interfere with the Easement rights herein granted. Grantors may install groundcover and shrub landscaping plantings within the Easement Area. Grantors shall not alter the ground surface and subsurface with the Easement Area by excavation, placement of fill material, or installation of any wall or rockery, without Grantee's Public Works Director, or authorized designee, prior written consent. Grantee's prior written consent, where required, shall not be unreasonably withheld. Grantor shall not construct or maintain any buildings within the Easement Areas.

- 8 **Indemnity.** Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.
- 9 **Covenant Running With the Land.** This Easement, and the duties, restrictions, limitations and obligations herein created, run with the land, burden the Property and are binding upon Grantor and its successors, assigns, mortgagees and sublessees and each and every person who, at any time, has a fee, leasehold, mortgage or other interest in any part of the Easement Area.
- 10 **Assignment.** Grantee shall have the right to assign this Easement to franchised utilities.

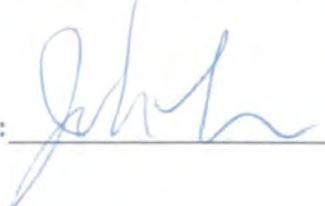
Grantor acknowledges that property and/or property rights conveyed herein are in consideration of mutual benefit to be derived; and Grantor has been informed of its right to receive just compensation.

The lands herein described can be found in design plans on file with the Director of the City of Des Moines Public Works in Des Moines, Washington, CIP 319.332, S. 216<sup>th</sup> Street, Segment 1-A.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**GRANTOR:**

**Luria Pacific North West LLC, a Washington limited liability company**

By:  for Mark Lurie  
as POA

**GRANTEE:**

**CITY OF DES MOINES,  
a Washington municipal corporation**

By: Anthony A. Piasecki, City Manager

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

*At the direction of the Des Moines City Council on \_\_\_ day of \_\_\_\_\_, 2015.*

APPROVED as to form only:

\_\_\_\_\_  
Pat Bosmans, City Attorney

\_\_\_\_\_  
Date



**EXHIBIT A**  
**PARCEL NO. 215640-0301**  
**UTILITY EASEMENT**

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID PARCEL "A" AND A LINE THAT IS 42.00 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF SOUTH 216<sup>TH</sup> STREET;

THENCE SOUTH 01° 03' 46" WEST ALONG SAID WEST LINE, 6.48 FEET;

THENCE EASTERLY ON A CURVE TO THE LEFT WHOSE CENTER BEARS NORTH 03° 32' 48" EAST, 6,051.50 FEET, AN ARC DISTANCE OF 191.24 FEET TO A LINE THAT IS 51.50 FEET SOUTH OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 216<sup>TH</sup> STREET;

THENCE SOUTH 88° 15' 51" EAST ALONG SAID PARALLEL LINE, 65.33' FEET;

THENCE SOUTH 01° 44' 09" WEST, 7.00 FEET TO A LINE THAT IS 58.50 FEET SOUTH OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 216<sup>TH</sup> STREET;

THENCE SOUTH 88° 15' 51" EAST ALONG SAID PARALLEL LINE, 45.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 41° 00' 21" EAST, 13.62 FEET TO A LINE THAT IS 68.50 FEET SOUTH OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 216<sup>TH</sup> STREET;

THENCE NORTH 88° 15' 51" WEST ALONG SAID PARALLEL LINE, 26.74 FEET;

THENCE NORTH 01° 44' 09" EAST, 10.00 FEET TO SAID LINE THAT IS 58.50 FEET SOUTH OF AND PARALLEL WITH SAID CENTERLINE OF SOUTH 216<sup>TH</sup> STREET;

THENCE SOUTH 88° 15' 51" EAST ALONG SAID PARALLEL LINE, 17.50 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 221 SQUARE FEET, MORE OR LESS. PARCEL

"A":

(PER STEWART TITLE COMPANY ORDER NO. 01148-29577, DATED DECEMBER 17, 2014)

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9;

THENCE SOUTH 1°03'58" WEST ALONG THE WEST LINE THEREOF 42.00 FEET TO A POINT ON THE SOUTH MARGIN OF SOUTH 216TH STREET AS ESTABLISHED BY DEED RECORDED UNDER RECORDING NO. 7202020313, AND THE TRUE POINT OF BEGINNING;

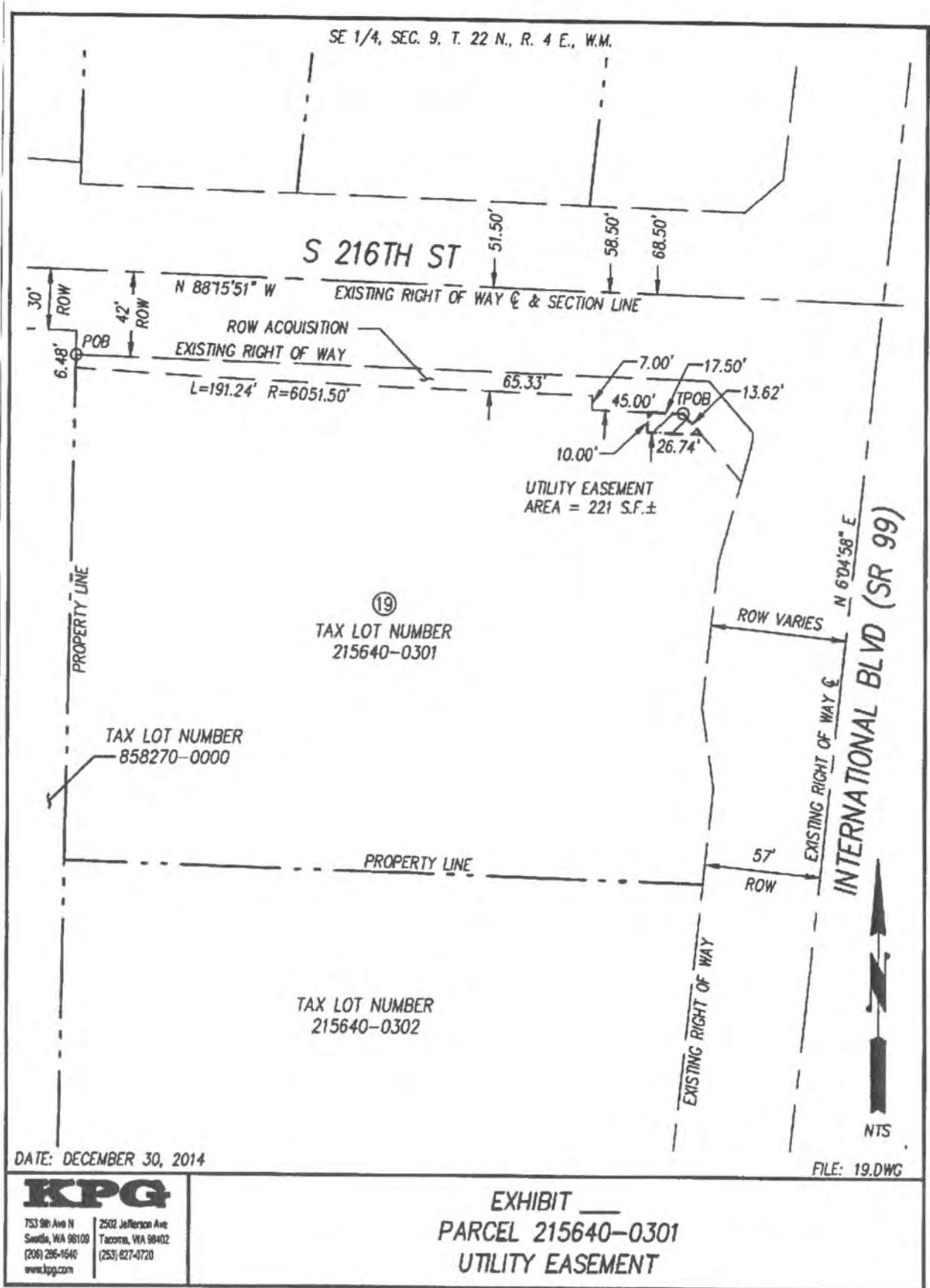
THENCE SOUTH 88°15'50" EAST ALONG THE SOUTH LINE OF THE NORTH 42.00 FEET OF SAID SUBDIVISION, WHICH LINE IS ALSO THE SOUTH MARGIN OF 216TH STREET, 345.57 FEET, MORE OR LESS, TO THE WEST MARGIN OF PRIMARY STATE HIGHWAY NO. 1;

THENCE SOUTH 6°04'10" WEST 250.72 FEET TO THE NORTH LINE OF THAT CERTAIN PROPERTY DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 4911747;

THENCE NORTH 88°15'50" WEST, PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION AND ALONG THE NORTH LINE OF THE LAND DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 4911747, 322.66 FEET TO THE WEST LINE OF SAID SUBDIVISION;  
THENCE NORTH 1°03'58" EAST ALONG THE WEST LINE OF SAID SUBDIVISION 250.02 FEET TO THE TRUE POINT OF BEGINNING;  
EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF DES MOINES BY DEED RECORDED UNDER RECORDING NO. 9606200764;  
AND EXCEPT THAT PORTION THEREOF CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 02-2-19397-8 (KENT);  
AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF DES MOINES BY RECORDING NUMBER 20130716000279;

(BEING KNOWN AS A PORTION OF TRACT 16, EAST DES MOINES 5 ACRE TRACTS, ACCORDING TO THE UNRECORDED PLAT THEREOF).





[SD1]

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of MARIN }

On AUG 14, 2015 before me, PEDRO URIOSTEGUI-RIVERA, NOTARY PUBLIC  
(here, insert name and title of the officer)

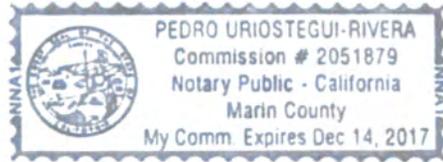
personally appeared JOSHUA MORGAN LURIA,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

#### DESCRIPTION OF THE ATTACHED DOCUMENT

UTILITY EASEMENT  
(Title or description of attached document)

(Title or description of attached document (continued))

Number of Pages 8 Document Date \_\_\_\_\_

#### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
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- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits; otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
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  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

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Return Address:  
 City of Des Moines  
 Attn: City Attorney  
 21630 11<sup>th</sup> Avenue So., Suite C  
 Des Moines, WA 98198-6398

**CONSTRUCTION EASEMENT/  
 RIGHT OF ENTRY**

ROW Parcel #:	19
Grantor:	Luria Pacific North West LLC, a Washington limited liability company
Grantee:	City of Des Moines, a municipal corporation of the State of Washington
Legal Description/STR:	PTN of NW ¼ of the SE ¼ of SEC 9, TOWNSHIP 22, RANGE 4
Assessor's Tax Parcel ID#:	215640-0301
Property Address:	21615 Pacific Hwy S, Des Moines, Washington

**Transportation Gateway Project  
 South 216<sup>th</sup> Street, Segment 1A, Improvements  
 29<sup>th</sup> Avenue South to 24<sup>th</sup> Avenue South**

THIS EASEMENT AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Luria Pacific North West LLC, a Washington limited liability company ("Grantor" herein), and the **CITY OF DES MOINES, a municipal corporation of the State of Washington**, ("Grantee" herein),

In consideration of the transportation, sidewalk, utility and general improvements planned to occur immediately on or adjacent to property that is subject to this easement as a result of the above S. 216<sup>th</sup> Street Improvements, the Grantor(s) hereby grants to the Grantee, its contractors, employees, agents, successors and assigns the right to enter upon land known as King County Assessor's Parcel Number 215640-0301 (the Property) located adjacent to S. 216<sup>th</sup> Street, Des Moines, WA 98198, as required for the purpose of placing personnel and equipment on said premises to re-construct driveway access, restore fences, utility services, mailboxes, plantings, walls and/or walkways to match newly constructed roadway and sidewalk grades within right of way as shown in the plans and specifications found on file with the City Engineer of the Grantee.

## **SPECIAL STIPULATIONS**

1. This license shall remain in force until such time as the construction of street improvements has been accepted for operation and maintenance by the Grantee. Specific details concerning the public street improvements may be found on maps, plans, and specifications on file with Grantee's City Engineer. The terms of this easement will expire at completion of such work or at completion of restoration of the Easement area.
2. Grantee, its agents and assigns, will notify Grantors its agents, successors, and assigns, of its construction schedule, and will, to the greatest extent practicable, schedule the construction activity so as to minimize any inconvenience to the Property and business operations. The Grantee agrees to require that the Contractor implement a City approved traffic control plan that maintains 24 hours a day, 7 days a week business access to the Property from S. 216<sup>th</sup> Street and Pacific Highway S. Any variation to this plan shall be subject to approval of the Grantor and tenants. Once the Grantee or its contractor commences work the transition between the new road and the project shall be completed in a timely manner so as not to unreasonably interfere with access to the Property.
3. The Grantee agrees, to the extent practicable, to leave the Property in as good condition as existed on the day construction commenced. This shall include the timely removal of any and all debris, rubbish or combustible material resulting from construction activities.
4. Compensation: Grantor acknowledges that the Property and/or Property rights conveyed herein are in consideration for benefits to be derived by matching the roadway improvements with the Grantor's Property.
5. Grantor authorizes and appoints Grantee as its agent and attorney-in-fact to make application for any and all permits required to complete the project.
6. The rights herein granted shall include all incidental rights, including but not limited to, rights of ingress and egress necessary to properly perform the work indicated for construction of the project. Grantee and those entitled to exercise the rights granted herein shall exercise all due diligence in their activities upon the property. Grantee hereby agrees to indemnify and hold harmless Grantor against and from any and all liability for losses, damages and expenses on account of damage to property or injury to persons resulting from or arising out of the rights herein granted to Grantee and/or its contractors, employees, agents, successors or assigns.
7. The termination date for this easement shall be by the physical completion date of the project.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**GRANTOR:**

Luria Pacific North West LLC, a Washington limited liability company.

John for Mark Luria as POA.

**GRANTEE:**

CITY OF DES MOINES,  
a Washington municipal corporation

\_\_\_\_\_  
By: Anthony A. Piasecki, City Manager

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

*At the direction of the Des Moines City Council on \_\_\_ day of \_\_\_\_\_, 2015.*

APPROVED as to form only:

\_\_\_\_\_  
Pat Bosman, City Attorney

\_\_\_\_\_  
Date

STATE OF California }  
COUNTY OF MARIN } SS.

I certify that I know or have satisfactory evidence that JOSHUA MORGAN LURIA is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Notary (print name): \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON }  
COUNTY OF KING } SS.

This instrument was acknowledged before me on \_\_\_\_\_ (date of acknowledgment) by Anthony Piasecki as City Manager, City of Des Moines, a State of Washington municipal corporation, on behalf of said corporation.

Dated: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Notary Public in and for the State of Washington  
Notary (print name): \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of MARIN }

On AUG 14, 2015 before me, PEDRO URIOSTEGUI-RIVERA, NOTARY PUBLIC  
(Here insert name and title of the officer.)

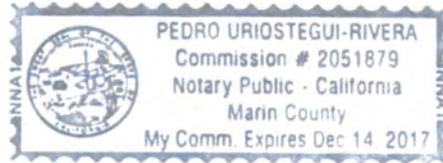
personally appeared JOSHUA MORGAN LURIA,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT  
CONSTRUCTION EASEMENT  
(Title or description of attached document)  
RIGHT OF ENTRY  
(Title or description of attached document continued)  
Number of Pages 4 Document Date \_\_\_\_\_

CAPACITY CLAIMED BY THE SIGNER  
 Individual (s)  
 Corporate Officer  
\_\_\_\_\_  
(Title)  
 Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

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  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
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- Securely attach this document to the signed document with a staple.

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Acquisition and Relocation Services

Date: July 30, 2015

To: Dan Brewer, Public Works Director, City of Des Moines

From: Sonja Davis, Senior Right of Way Consultant, RES Group NW,

Subject: Administrative Settlement Recommendation  
 Transportation Gateway Project, South 216th Street, Segment 1-A Improvements (24th Ave S. to Pacific Highway S.)  
 Tax Parcel No: 215640-0301  
 Project Parcel No: #19  
 Owner: Luria Pacific North West LLC

The City's Original Offer dated April 30, 2015	\$137,700.00
Amount of Proposed Administrative Settlement:	\$74,859.00
Amount of Proposed Total Settlement:	\$212,559.00

#### BACKGROUND

The property owner, Mark Luria, resides out of the Country in England and the City has been in close communication with him since the City Council approved the project. Early on the owner expressed concerns regarding the impact to the configuration of the parking for their main tenant, Bartell's Drug Store. He had flown out to walk the project with the City and the City's engineers to discuss the impact of the project in detail. The proposed project acquisition consisted of an approximately 7 to 15 foot strip along the northerly portion of the property, which would impact 19 existing parking stalls. The owner contends the loss of parking would not be recoverable in the after and would greatly impact the value and rent ability of the property.

On April 30, 2015, the City's offer of \$137,700.00 was presented to the owner and allocated as follows:

Land taken in Fee Simple: 3,869 SF @ \$28 per SF	\$ 108,400 (R)
Permanent Wall Easement: 650 SF @ \$28 per SF @ 25%	\$ 4,600 (R)
Permanent Utility Easement: 221 SF @ \$28 per SF @ 75%	\$ 4,700 (R)
Improvements Taken: pavement, landscaping contribute	\$ 10,000
Damages: Redesign/ restripe parking	\$ 10,000
<u>Temporary Construction Easement/Right of Entry: Mutual benefit</u>	
<b>Total Just Compensation:</b>	<b>\$ 137,700.00</b>

For the City's offer, the City's appraiser concluded that due to the fact that the majority of existing parking stalls are currently non-confirming and will continue to be utilized as non-confirming in the after with minimal restriping. It is of the appraiser's opinion that the non-confirming parking stalls in the before conditions are not the result of the project. Hence he valued the damages for the loss of parking at \$10,000.00 to restripe only. Furthermore the appraiser concluded that restriping will allow the property owner to retain approximately 83-85 stalls in the after to meet the code requirements for the number of stalls for the subject property.

## SUMMARY OF NEGOTIATIONS/COUNTER PROPOSAL

On June 3, 2015, the City received a formal counter offer in the amount of \$251,897.00 from the owner. The owner disputed the City's appraiser's opinion on value. The owner countered per square foot value of \$37.00 per square foot by using the City's appraiser's comparable. In addition, the owner included a cost estimate from Abbot Construction for the relocation of three parking lot lights (see attached bid). The owner argued that the proposed parking reconfiguration proposed by the City's engineers and the appraiser is inadequate. He stated that it would make the driveway isles in between the parking rows too narrow and unsafe. The owner consulted his tenant's contractors to retain a new parking layout which called for a relocation of the parking lights to accommodate the new layout.

On June 29, 2015, after a careful review and consideration, the City proposed a settlement offer in the amount of \$204,341.00 to the owner. The City's proposal acknowledges the need for relocating the parking lot lights to accommodate the reconfiguration of the new parking lot layout and driveway isle. The City agreed to the compensation of the construction cost provided by the contractor minus the 10% escalation fee, the parking stop and the paving for the portion near the lights. The City also agreed to the actual attorney review fees not to exceed \$3,000. The City rejected the owner's counter of \$37.00 per square foot for the valuation.

On July 3, 2015, the owner countered back with additional sales comparable and requested that the City pay \$38.00 per square foot and requested that the City reimburse \$5,000 for their attorney review.

The owner's comparables were discussed with the City's appraiser and it was concluded that the report provided for a range in value of \$26.00 to \$30.00 per square foot. Additional negotiations ensued, which lead to a final settlement at \$30.00 per square foot and up to \$3,000 in attorney fees. The final settlement agreed by the City and owner is as follows:

Allocation	City's Offer	Counter Offer (Owner)	Proposed Settlement (City)	Agreement
Land taken in Fee Simple: 3,869 SF	\$108,400.00	\$143,153.00	\$116,070.00	\$7,670.00
Permanent Wall Easement: 650 SF	\$4,600.00	\$6,012.00	\$4,875.00	\$275.00
Permanent Utility Easement: 221 SF	\$4,700.00	\$6,133.00	\$4,973.00	\$273.00
Landscaping and paving	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00
Redesign/Restripe Parking	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00
TCE/ROE: Mutual Benefit	\$0.00	\$0.00	\$0.00	\$0.00
Legal fees, financial and admin		\$5,000.00	\$3,000.00	\$3,000.00
Parking stops and paving		\$7,875.00	\$7,875.00	\$7,875.00
Reconfiguring/replacing parking light poles and lamps		\$63,724.00	\$55,766.00	\$55,766.00
<b>TOTAL</b>	<b>\$137,700.00</b>	<b>\$251,897.00</b>	<b>\$212,559.00</b>	<b>\$74,859.00</b>

## RECOMMENDATION/JUSTIFICATION

The proposed administrative settlement figure of \$74,859.00 will expeditiously conclude the purchase of the property rights needed within the critical project timeline. The time is of the essence, therefore it is recommended as it is reasonable and represents prudent use of the public funds since there is fairly high risk of the cost being higher than proposed settlement if the purchase is delayed or the matter referred for litigation.

As documented above, I find that proposed settlement request is consistent with the law and is reasonable, prudent, and in the public interest.

Recommended:

 7/30/15  
Sonja Davis, Senior Acquisition Agent Date  
RES Group NW

**Administrative Settlement Approved**  
**Subject to City Council Acceptance:**

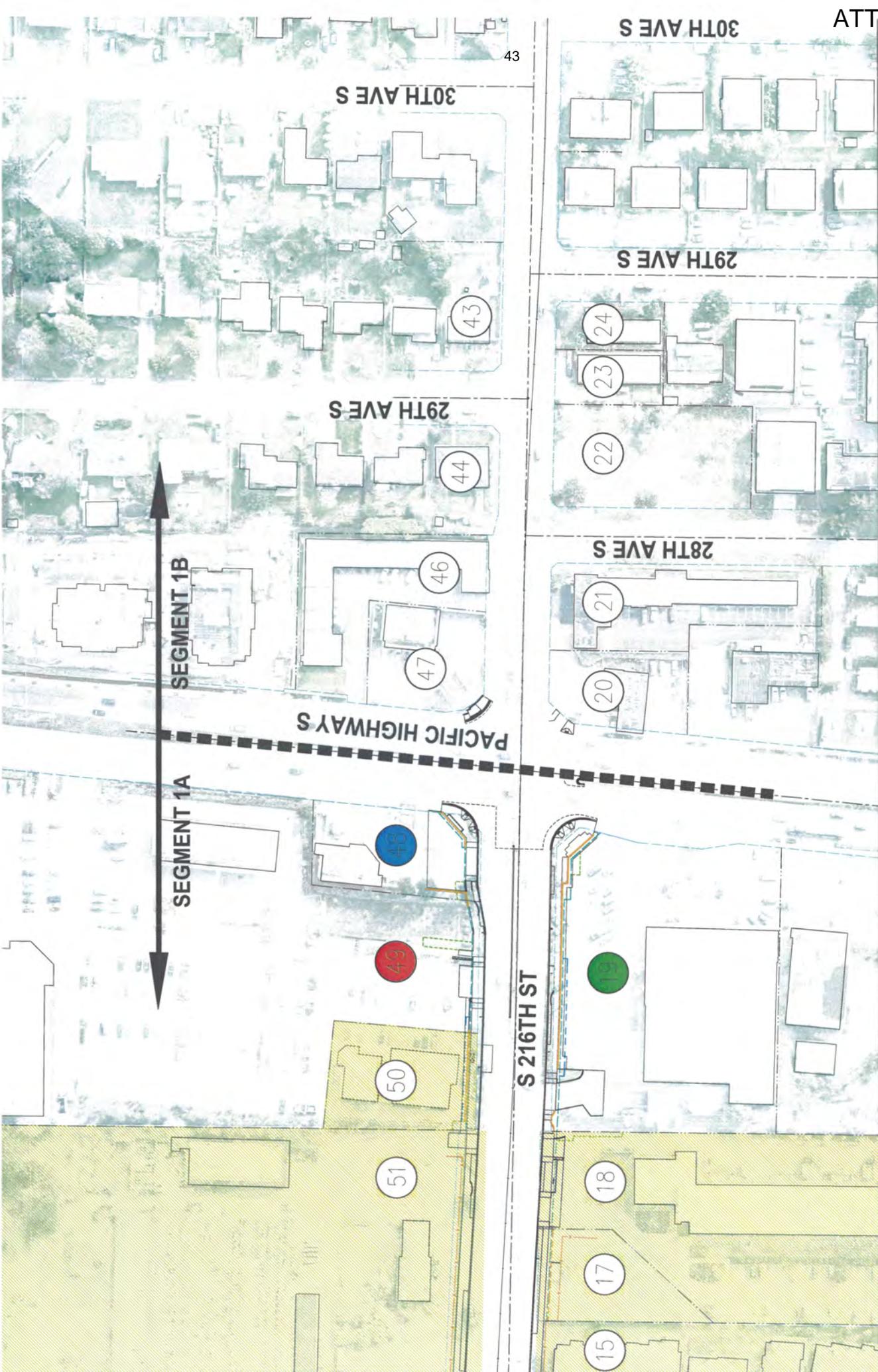
 7-31-15  
Dan Brewer, Public Works Director Date  
City of Des Moines

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# REAL PROPERTY VOUCHER AGREEMENT

<p style="text-align: center;"><b>AGENCY NAME</b></p> <p>City of Des Moines Public Works Department 21630 11<sup>th</sup> AVE South, Suite C Des Moines, WA 98198 Phone: (206) 870-6522</p>	<p>I hereby agree to the terms and conditions listed below and hereby certify under penalty of perjury that the items and amounts listed herein are proper charges, that the same or any part thereof has not been paid, and that I am authorized to sign for the Claimant: <i>(Sign in Ink)</i></p>																					
<p style="text-align: center;"><b>GRANTOR or CLAIMANT</b></p> <p>Luria Pacific North West LLC 1188 Bishop ST. #1203 Honolulu, HI 96813</p>	<p>By: <u><i>John L...</i></u> <i>for Mark Lurie as POA</i> Owner/Authorized Representative Date: <u>8/15/15</u></p>																					
<p>Re: Transportation Gateway Project, South 216<sup>th</sup> Street, Segment 1-A Improvements (24<sup>th</sup> Ave S. to Pacific Highway S.</p>	<p>TAX PARCEL NUMBER: 215640-0301 PROJECT PARCEL NUMBER: 19</p>																					
<p><b>In Full, Complete and Final Payment and Settlement for the Title or Interest Conveyed or Released, as Fully Set Forth In Attached Documents:</b> Statutory Warranty Deed Date: <u>8/14/15</u></p>																						
<table style="width:100%; border: none;"> <tr> <td style="width:30%;">For All Lands Convey: Fee Simple</td> <td style="width:40%;">3,869SF @ \$28/SF</td> <td style="width:30%; text-align: right;">+ \$108,400.00</td> </tr> <tr> <td></td> <td>Permanent Wall Easement 650SF @ \$28/SF @ 25%</td> <td style="text-align: right;">+ \$ 4,600.00</td> </tr> <tr> <td></td> <td>Permanent Utility Easement 221 SF @ \$28/SF @ 75%</td> <td style="text-align: right;">+ \$ 4,700.00</td> </tr> <tr> <td>For All Improvements:</td> <td>Pavement &amp; landscaping</td> <td style="text-align: right;">+ \$ 10,000.00</td> </tr> <tr> <td>For All Damages:</td> <td>Redesign/restripe parking</td> <td style="text-align: right;">+ \$ 10,000.00</td> </tr> <tr> <td>Less Special Benefits:</td> <td>N/A</td> <td style="text-align: right;">+ \$</td> </tr> <tr> <td>Statutory Evaluation Allowance</td> <td></td> <td style="text-align: right;">+ \$</td> </tr> </table>	For All Lands Convey: Fee Simple	3,869SF @ \$28/SF	+ \$108,400.00		Permanent Wall Easement 650SF @ \$28/SF @ 25%	+ \$ 4,600.00		Permanent Utility Easement 221 SF @ \$28/SF @ 75%	+ \$ 4,700.00	For All Improvements:	Pavement & landscaping	+ \$ 10,000.00	For All Damages:	Redesign/restripe parking	+ \$ 10,000.00	Less Special Benefits:	N/A	+ \$	Statutory Evaluation Allowance		+ \$	<p><b>AMOUNT</b></p>
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For All Improvements:	Pavement & landscaping	+ \$ 10,000.00																				
For All Damages:	Redesign/restripe parking	+ \$ 10,000.00																				
Less Special Benefits:	N/A	+ \$																				
Statutory Evaluation Allowance		+ \$																				
<p><b>JUST COMPENSATION</b></p>		<p><b>\$137,700.00</b></p>																				
<p>Legal / Administrative: Signed by the City on Admin. Request memo dated 7/30/2015 Other Items: Deductions:</p>		<p>+ \$ 74,859.00</p>																				
<p><b>FINAL SETTLEMENT</b></p>		<p><b>\$212,559.00</b></p>																				
<p><b>SUBTOTAL</b></p>		<p><b>\$</b></p>																				
<p><b>TOTAL AMOUNT TO BE PAID:</b></p>		<p><b>\$212,559.00</b></p>																				
<p><b>Right-of-Way Agent:</b></p> <p style="font-size: 2em; margin-left: 20px;"><i>John Dan</i></p> <p>By: _____ Date: <u>8/20/15</u></p> <p>The City of Des Moines agrees to the terms and conditions listed above.</p> <p>By: _____ Date: _____</p>																						

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NOTES:

-  ROW ACQUISITION COMPLETE
-  PROPOSED ROW SETTLEMENT
-  ROW ACQUISITION REQUIRED
-  ROW POSSESSION AND USE

CITY OF DES MOINES  
TRANSPORTATION GATEWAY PROJECT  
SOUTH 216TH STREET - SEGMENT 1A

ROW EASEMENT & ACQUISITION  
SEPTEMBER 2, 2015



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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: Des Moines Lodging Tax Advisory  
Committee

ATTACHMENT: Application submitted by  
Bill Murray General Manager, The Four Points by  
Sheraton

FOR AGENDA OF: September 10, 2015

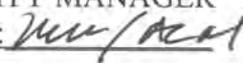
DEPT. OF ORIGIN: Parks, Recreation & Senior  
Services

DATE SUBMITTED: August 20, 2015

CLEARANCES:

- Legal 
- Finance NA
- Marina NA
- Parks, Recreation & Senior Services 
- Planning, Building & Public Works NA
- Police NA
- Courts NA

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

#### Purpose and Recommendation

The purpose of this agenda item is to recommend City Council approval of the Mayor's appointments to the City of Des Moines Lodging Tax Advisory Committee as provided for in Ordinance No. 1319 to fill one vacant position representing the hotel industry.

**Motion:** "I move to confirm the Mayoral appointment of Bill Murray General Manager, The Four Points by Sheraton to the Des Moines Lodging Tax Advisory Committee effective immediately."

#### Background

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

Any proposal to impose a new hotel-motel tax, raise the rate of an existing tax, repeal an exemption from the hotel-motel tax, or change the use of the tax proceeds, must be submitted to the Lodging Tax Advisory Committee for review and comment. After a 45 day review/consultation period with the Lodging Tax Advisory Committee, final decision and action on matters of Lodging Tax collection and the expenditures of resources is made by City Council.

In 2006, the City of Des Moines entered into an Interlocal Agreement with the City of Tukwila whereby, Des Moines' Hotel/Motel Tax funds collected pay for services provided by Seattle Southside Visitor Services in support of Des Moines' Tourism. In 2015, the Seattle Southside Regional Tourism Authority (SSRTA) was formed. The SSRTA is a quasi-public corporation legally separate from the Cities with public oversight but active, private sector participation on the board of directors. All board meetings are open meetings held to the Open Public Meetings Act Chapter 42.30 RCW. The Authority is chartered by the City of SeaTac as part of legislation enabling the region to collect a self-initiated Tourism Promotion Area (TPA) special assessment on room nights via an Inter local Cooperation Agreement as required by the TPA legislation. The Seattle Southside Regional Tourism Authority is now the official destination marketing organization for the cities of SeaTac, Tukwila and Des Moines.

### **Discussion**

By state law, a Des Moines Lodging Tax Advisory Committee with at least two representatives from the hotel/motel industry and two representatives from the tourism industry must be in place in order to collect Des Moines' 1% share of the Lodging Tax. This agenda requests Council approval of the appointment of Bill Murray the General Manager of The Four Points by Sheraton to the Lodging Tax Advisory Committee to fill a lodging industry vacancy on the committee. The applicant's qualifications for the position are attached.

### **Alternatives**

None provided.

### **Financial Impact**

The City currently collects approximately \$20,000 Lodging Tax funds annually. As approved by City Council through an Interlocal Agreement, these funds are paid to the Seattle Southside Regional Tourism Authority in support of Seattle Southside Visitors Services' efforts to promote tourism on behalf of the City of Des Moines. In 2016 and beyond, the city anticipates that the City's Lodging Tax funds will increase by \$75,000 due to the opening of the new The Four Points by Sheraton.

### **Recommendation/Concurrence**

Mayor Kaplan and City Administration support the proposed appointments to the Des Moines Lodging Tax Advisory Committee.



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

NAME: Bill Murray  
ADDRESS: 23100 PACIFIC HWY SOUTH (TEMPORARY OFFICE) 22400 PACIFIC HWY SOUTH (HOTEL ADDRESS)  
CITY, ZIP: DES MOINES 2379  
Contact Information - PHONE: Home 661-203-6170 Work 206-824-2720 (TEMP OFFICE)  
Fax 206-824-2730 E-Mail \_\_\_\_\_

EMPLOYMENT/VOLUNTEER SUMMARY LAST FIVE YEARS:

FOUR POINTS by SHERATON - SEATTLE AIRPORT SOUTH (CURRENT)  
DOUBLETREE by HILTON - BAKERSFIELD, CALIFORNIA 2008 - 2015 (SEE ATTACHED RESUME)

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

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

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

1. Specify the group you represent:  
 Local Lodging Industry     Business/Organization Providing Programs & Services to Promote Tourism in Des Moines

Provide Details of this Representation: PARTICIPATION IN THE LODGING TAX ADVISORY COMMITTEE

2. What problems, programs or improvements are you most interested in? TOURISM DEVELOPMENT AND GROWTH OF TOURISM ECONOMY.

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

NONE

*Bill Murray*  
General Manager  
- THE FOUR POINTS by SHERATON - SEATTLE AIRPORT SOUTH

## William K. Murray

23100 Pacific Hwy South  
Suite 301 Mailbox #5  
Des Moines, Washington

661-203-6170 (cell)

[bill.murray@interstatehotels.com](mailto:bill.murray@interstatehotels.com)  
[bill@wkmurray.com](mailto:bill@wkmurray.com)

### Hotel General Management Regional Hotel Administration

Thirty + years experience in full service hotel management involving the hiring, training, supervision of department heads and associates in the rooms division, public conference department, catering & sales departments, food & beverage outlets, maintenance department, accounting and back office operations. Directed and participate in budget preparations and implementations, monthly forecasting, departmental cost controls, national and area marketing plans and e-commerce plans. Responsible for overall operations of hotels with annual gross revenues ranging from \$5 million to \$15 million

#### Relevant Experience

July 2015 – Present	<p><b>Four Points by Sheraton – Seattle Airport South</b> 22406 Pacific Hwy South Des Moines, Wa. 98198</p>
2008 – June 2015	<p><b>Doubletree by Hilton – Bakersfield, Ca</b> 3100 Camino Del Rio Court Bakersfield, Ca. 93308 <i>Hilton Hotel Corporation Managed Property</i> <i>CIM Group Ownership</i> <b>General Manager</b> 262 Room Full Service Property</p>
2006 – 2008	<p><b>The Hilton Garden Inn San Francisco/Oakland Bay Bridge</b> 1800 Powell Street Emeryville, CA. 94608 <i>RIM Hospitality</i> <b>General Manager</b> 278 Room Full Service Property</p>
1994 - 2006	<p><b>The Four Points Hotel by Sheraton</b> 5101 California Ave. Bakersfield, CA. 93309 <b>General Manager</b> 197 Room Full Service Property Archon Hospitality <i>CNL/Pillars Hotels, LLC*</i> <i>Interstate Hotels &amp; Resorts*</i> <i>RFS Hotel Investors, Inc.*</i> <i>Flagstone Hospitality Management, LLC*</i> <i>*(previous ownership/management co.)</i></p>
1992 - 1994	<p><b>The Radisson Northern Hotel</b> 19 North 28th Street Billings, Montana 59102</p>

**General Manager**  
*The Hotel Group, Inc.*  
 168 Room Full Service Property

1986 - 1992

**Hospitality Services, Inc.**  
 210 North Higgins Ave. Suite 232  
 Missoula, Montana 59802

During my affiliation with Hospitality Services, Incorporated (HSI) I served as the Operation Administrator for the company as well as the General Manager/Asset Manager of two hotels which were operated on behalf of two lender organizations,

- The Quality Inn - Great Falls, Montana  
 The Rainbow Hotel - Great Falls, Montana  
**Operations Administrator / General Manager**
- The Heritage Inn - Greeley, CO.  
**General Manager**

1976 - 1986

**Red Lion Hotels & Inns**  
 4001 Main Street  
 P.O. Box 1027  
 Vancouver, Washington 98666

During my tenure with the Red lion corporation I served at several of their properties, holding various managerial positions. Listed below are the properties and positions of responsibility held at each hotel.

- The Red Lion Hotel / Downtowner - Boise, Idaho  
**General Manager**  
 182 Room Full Service Conference Hotel
- The Red Lion Hotel / Lloyd Center - Portland, Oregon  
**Executive Assistant Manager / In Charge of Food and Beverage**  
 476 Room Full Service Convention Hotel
- The Red Lion Hotel Springfield, Oregon  
**Assistant General Manager / In Charge of Catering**  
 234 Room Full Service Hotel
- The Red Lion Motor Hotel - Yakima, Washington  
**General Manager & Assistant General Manager**  
 209 Room Full Service Conference Hotel
- The Red Lion Motor Hotel - Eugene, Oregon  
**Assistant General Manager**  
 138 Room Full Service Hotel
- The Village Red Lion Hotel  
**Assistant General Manager / In Charge of Catering**  
 176 Room Full Service Conference Hotel

**EDUCATION**

- + University of Montana  
 School of Business Administration  
 Management & Finance

**AWARDS / ASSOCIATIONS / AFFILIATIONS**

- + CHA Designation from the American Hotel & Motel Association 1996
- + Starwood Hotels and Resorts Guest Satisfaction Index award 1997 - 2006
- + Recipient of the 1999 Four Points by Sheraton of the Year Worldwide Award
- + Nominated for the 1995-1996 Four Points by Sheraton General Manger of the Year Award
- + Nominated for the 1995-1996 Four Points by Sheraton of the Year Award
- + 2003 -2006 & 2010 - 2015 Board of Director Greater Bakersfield Chamber of Commerce
- + 1994-1997, 2002, 2004-2006, 2011-14 Board of Director and Chairman - Bakersfield Convention & Visitors Bureau.
- + 1994 - 2015 Rotary Club of Bakersfield Member

**REFERENCES**

Upon Request

## A G E N D A I T E M

### BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Resolution setting a Public Hearing regarding the Wesley Homes Master Plan

FOR AGENDA OF: September 10, 2015

DEPT. OF ORIGIN: Planning, Building and Public Works

ATTACHMENTS:

DATE SUBMITTED: September 3, 2015

1. Draft Resolution No. 15-157

CLEARANCES:

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

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: MM/ACM

#### **Purpose and Recommendation**

The purpose of this agenda item is for City Council to consider Draft Resolution No. 15-157 (Attachment 1), that will set a public hearing date to consider the Master Plan application entitled "Wesley Homes Des Moines Campus". The following motion will appear on the consent calendar:

#### **Suggested Motion**

**Motion 1:** "I move to adopt Draft Resolution No. 15-157 setting a public hearing on October 1, 2015, or as soon thereafter that the matter can be heard, to consider the Master Plan application entitled "Wesley Homes Des Moines Campus".

#### **Background**

On June 19, 2015, Wesley Homes submitted a Master Plan application for the proposed redevelopment of the site. The proposed project includes a phased redevelopment of the campus to include construction of 363 units of senior housing in a combination of cottages, brownstones, independent living apartments and memory care and care center units with grading activities, landscaping, water and sanitary sewer extensions, stormwater facility, interior access roadways, franchise utility improvements and off-site

roadway improvements. Pursuant to Des Moines Municipal Code (DMMC) 18.95.050(1), the purpose of a master plan is to define the development of property, promote compatibility with neighboring areas and benefit the community with flexibility and innovation.

A SEPA Environmental Checklist was submitted with the Master Plan Application. A threshold determination of a Mitigated Determination of Nonsignificance was issued on August 28, 2015. The deadline for comments is September 11, 2015 and the deadline for appeals is September 21, 2015.

### **Discussion**

The City Council is required to set the public hearing date by resolution. A hearing on October 1, 2015 would allow for the required 15 day hearing notice period and the SEPA comment and appeal periods.

The Master Plan review is a requirement of the Institutional Campus Zone (DMMC 18.95), created in 2014 to provide a zoning district for colleges, universities, educational facilities, and retirement facilities to ensure that large sites are planned, designed, and managed in a way that minimizes impacts on adjacent areas. A Master Plan application decision is a Type IV land use action by the City Council.

### **Alternatives**

The City Council may:

1. Adopt the proposed Draft Resolution.
2. Adopt the proposed Draft Resolution with a different hearing date.
3. Decline to adopt the Draft Resolution.

### **Financial Impact**

The phased redevelopment of the Wesley Homes Des Moines Campus will provide new, state of the art senior housing. The redevelopment will serve to revitalize and rehabilitate the existing use to provide long-term economic vitality for the site and the surrounding areas.

### **Recommendation**

Staff recommends Council set the public hearing for consideration of Draft Ordinance No. 15-157.

## CITY ATTORNEY'S FIRST DRAFT - SEPTEMBER 10, 2015

## DRAFT RESOLUTION NO. 15-157

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, fixing a time for a public hearing to consider a Master Plan Application entitled "Wesley Homes Des Moines Campus".

WHEREAS, Wesley Homes Retirement Communities & Health Services (the Applicant) has submitted an application for a Master Plan for the phased redevelopment of the property located at 815 South 216<sup>th</sup> Street, and

WHEREAS, a Master Plan is a Type IV land use action, which is a quasi-judicial or other nonlegislative decision by the City Council made after legally required opportunity for public comment, and

WHEREAS, a public hearing is required for the City Council's consideration of a Master Plan application; now therefore,

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

The matter of the requested Master Plan application for the Wesley Homes Des Moines Campus is set for a public hearing before the City Council on Thursday, October 1, 2015 at 7:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 21630 11th Avenue So., Suite B, Des Moines, Washington.

ADOPTED BY the City Council of the City of Des Moines, Washington this \_\_\_\_ day of \_\_\_\_\_, 2015 and signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

APPROVED AS TO FORM:

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

ATTEST:

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

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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: Construction Contract Award for the Des Moines 2015 Citywide Minor Pavement Restoration Project

ATTACHMENTS:

1. Public Works Contract
2. Project Site Vicinity Map
3. Transportation 2015-2020 CIP

FOR AGENDA OF: September 10, 2015

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: September 2, 2015

CLEARANCES:

- Legal *JB*
- Finance *DM*
- 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: *WMM/ACM*

#### Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval of a Public Works Contract (Attachment 1) with Rainier Asphalt Sealing LLC for the 2015 Citywide Minor Pavement Restoration Project. The following motions will appear on the Consent Calendar:

#### Suggested Motions

**Motion 1:** "I move to approve the Public Works Contract with Rainier Asphalt Sealing LLC for the 2015 Citywide Minor Pavement Restoration Project, in the amount of \$59,158.00, authorize a project contingency of \$6,000.00, and further authorize the City Manager to sign said Contract substantially in the form as submitted."

**Motion 2:** "I move to direct City staff to bring forward to the City Council a budget amendment by the end of 2015 to add an additional \$10,000 to the Pavement Management Program from REET 2 funds."

## Background

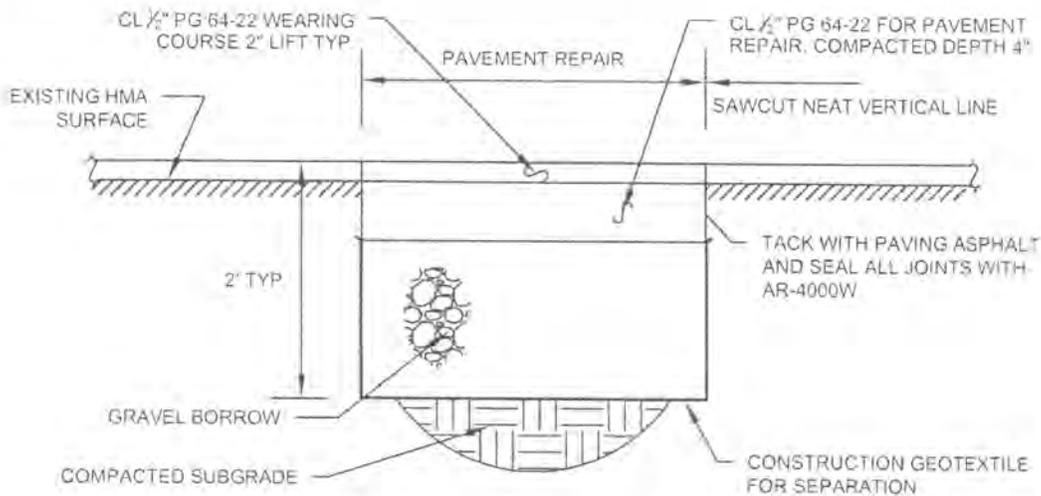
The City's Comprehensive Transportation Plan has identified the Pavement Management Program as a high priority. A major component of this program is the yearly pavement maintenance and rehabilitation projects. These projects are intended to protect and preserve the surface condition, help maintain the structural integrity, and restore texture and skid resistance to the roadway surface.

## Discussion

### MOTION 1

Given the limited financial resources within the Pavement Management Program, City staff reviewed multiple street locations for small site specific rehabilitation needs. Those selected spot locations were based on completely failed pavement, such as potholes or major subgrade deterioration. Select City arterial roadways were also reviewed that are beginning to exhibit significant isolated failures that could cause loss of expected service life.

The pavement rehabilitation construction methods that will be utilized for these locations will not include overlays or extensive asphalt work, but rather small patches that will include full depth hot mix asphalt and subgrade replacement for specific isolated locations. This will help prevent further deterioration of the adjacent asphalt. A typical pavement section of the work is included below.



### PAVEMENT REPAIR DETAIL

NTS

Specific site locations selected (Attachment 2) and approximate pavement square footage (SF) identified for rehabilitation for the 2015 Citywide Minor Pavement Restoration Project include:

- Site 1 (187 SF): 11<sup>th</sup> Avenue South – Near South 211<sup>th</sup> Place
- Site 2 (1080 SF): Des Moines Beach Park – Entrance
- Site 3 (650 SF): 13<sup>th</sup> Place South – Near South 251<sup>st</sup> Court
- Site 4 (297 SF): 13<sup>th</sup> Place South – Near South 259<sup>th</sup> Place
- Site 5 (780 SF): 16<sup>th</sup> Avenue South – Near South 261<sup>st</sup> Place
- Site 6 (510 SF): 16<sup>th</sup> Avenue South – Near South 262<sup>nd</sup> Street

The City received (5) five Quote proposals to perform the work:

- Rainier Asphalt Sealing LLC - \$59,158.00
- Asphalt Patch Systems Inc - \$62,079.20
- Northwest Asphalt Inc - \$82,078.20
- Lakeridge Paving Company LLC - \$84,320.00
- AA Asphaltting LLC - \$94,860.00

The Engineers' Estimate was \$47,237.12, and it was observed that there was wide variability in unit quote prices within the proposals received. This is likely due to the busy end of paving season before restrictions are imposed on paving operations through WSDOT.

#### MOTION 2

Given the quote proposals received and the current budget appropriation (Attachment 3), City staff anticipates an additional \$10,000 need to complete the project. A budget amendment will be brought forward to the City Council prior to the end of 2015.

#### Alternatives

##### MOTION 1

City Council could direct staff to re-solicit for construction quotes at a later time. However, given the conditions of the selected project sites, the roadway pavement condition will continue to deteriorate over the rainy season and most likely will cost more to rehabilitate in the future.

##### MOTION 2

City Council could direct staff to reduce the number of sites selected for pavement rehabilitation in order to meet the current budget appropriation. However, depending on the magnitude of the quote proposal reduction, renegotiation of quote bid prices may be required if quantities are reduced more than 25%.

#### Financial Impact

Funding for the Pavement Management Program is illustrated in the City's Transportation CIP Fund (Attachment 3). City staff will bring forward a budget amendment to City Council as part of the 2015 Revised Budget process to request REET 2 proceeds as additional funding for this project not to exceed \$10,000.

#### 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**  
**Rainier Asphalt Sealing LLC**

THIS CONTRACT is made and entered into this 10 day of September, 2015, by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Rainier Asphalt Sealing LLC organized under the laws of the State of Washington, located and doing business at PO Box 1549 North Bend, WA, 98045; 800-592-0311; Thomas Merry (hereinafter the "Contractor").

**CONTRACT**

The parties agree as follows:

**I. DESCRIPTION OF WORK.**

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

Contractor shall provide roadway excavation including all HMA, subgrade, saw cutting, and haul for locations throughout the City of Des Moines (6 locations in total). Also Pavement repair including asphalt(CL 1/2 In. PG 64-22), crushed surfacing top course, geotextile, as well as the removal and replacement of existing traffic curb and gutter, and the installation of all pavement markings removed/damaged during construction. In addition, the contractor shall provide all traffic control per the MUTCD required to complete the work.

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

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

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

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

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

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

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

**II. TIME OF COMPLETION.** The parties agree that work on the tasks described in Section I above and more specifically detailed in Exhibit A attached hereto will begin immediately upon execution of this Contract. Upon the effective date of this Contract, the Contractor shall complete the work described in Section I within 15 days. If said work is not completed within the time specified, the Contractor agrees to pay the City the sum specified in Section VI - Liquidated Damages of this contract.

**III. COMPENSATION.** The City shall pay the Contractor a total amount not to exceed \$59,158.00, plus any applicable Washington State Sales Tax, for the work and services contemplated in this Contract. If the work and services to be performed as specified in Exhibit A "Scope and Schedule of Work" is for street, place, road, highway, etc. as defined in WAC 458-20-171, then the applicable Washington State Retail Sales Tax

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

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

**IV. INDEPENDENT CONTRACTOR.** The parties understand and agree that Contractor is a firm skilled in matters pertaining to construction and will perform independent functions and responsibilities in the area of its particular field of expertise. Contractor and its personnel, subcontractors, agents and assigns, shall act as independent contractors and not employees of the City. As such, they have no authority to bind the City or control employees of the City, contractors, or other entities. The City's 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 **\$591.58** shall be deducted from the amount to be paid Contractor and shall be retained by City as damages.

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

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

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

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

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

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

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

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

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

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

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

**XII. CHANGES.** The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Contract, section XXII(C), within seven (7) calendar days of the date Contractor knew or should have

known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section XIII, Claims, below.

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

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

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

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

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

5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.
- B. Records. The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

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

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

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

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

**XVI. DISCRIMINATION.** In the hiring of employees for the performance of work under this Contract or any sub-contract, the Contractor, its sub-contractors, or any person acting on behalf of the Contractor or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

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

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

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

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

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

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

**A. Minimum Scope of Insurance**

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

#### **B. Minimum Amounts of Insurance**

Contractor shall maintain the following insurance limits:

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

#### **C. Other Insurance Provisions**

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

#### **D. Acceptability of Insurers**

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

#### **E. Verification of Coverage**

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

**F. Subcontractors**

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

**E. Notice of Cancellation**

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

**F. Failure to Maintain Insurance**

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

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

**XX. Bond.** Pursuant to Chapter 39.08 RCW, the Contractor shall, prior to the execution of the Contract, furnish a performance and payment bond to the City in the full amount of the bid with a surety company as surety, ensuring 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 bond shall provide that any person or persons performing such services or furnishing material to any subcontractor shall have the same right under the provisions of such bond as if such work, services or material was furnished to the original Contractor. In addition, the surety company providing such bond shall agree to be bound to the laws of the state of Washington, and subjected to the jurisdiction of the state of Washington and the King County Superior Court in any proceeding to enforce the bond. This Contract shall not become effective until said bond is supplied and approved by the Engineer and filed with the City Clerk.

In the event that the Compensation called for in Section III of this Contract is less than \$35,000.00, which sum shall be determined after the addition of applicable Washington State sales tax, the Contractor may, prior to the execution to this contract and in lieu of the above mentioned bond, elect to have the City retain 50% of the contract amount for a period of either thirty (30) days after final acceptance, or until receipt of all necessary

releases from the department of revenue and the department of labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

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

## **XXII. MISCELLANEOUS PROVISIONS.**

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

### B. Resolution of Disputes and Governing Law.

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

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

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

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

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

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

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

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

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

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

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

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

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

<p><b>CONTRACTOR:</b></p> <p>By: _____  <span style="margin-left: 150px;"><i>(signature)</i></span></p> <p>Print Name: _____</p> <p>Its _____  <span style="margin-left: 100px;"><i>(Title)</i></span></p> <p>DATE: _____</p>	<p><b>CITY OF DES MOINES:</b></p> <p>By: _____  <span style="margin-left: 150px;"><i>(signature)</i></span></p> <p>Print Name: <u>Anthony A. Piasecki</u></p> <p>Its <u>City Manager</u>  <span style="margin-left: 100px;"><i>(Title)</i></span></p> <p>DATE: _____</p>  <p style="text-align: right;">Approved as to Form:</p> <p style="text-align: right;">_____  City Attorney</p> <p style="text-align: right;">DATE: _____</p>
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<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CONTRACTOR:</b></p> <p>Thomas Merry  Rainier Asphalt Sealing LLC  PO Box 1549  North Bend, WA 98045</p> <p>800-592-0311 (telephone)  [Insert Fax Number] (facsimile)</p>	<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CITY OF DES MOINES:</b></p> <p>Tyler Beekley  City of Des Moines  21630 11<sup>th</sup> Avenue S., Suite A  Des Moines, WA 98198  206-870-6869 (telephone)  206-870-6596 (facsimile)</p>
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**2015 - 2020 CAPITAL IMPROVEMENT PLAN  
Transportation CIP Fund**

**CAPITAL IMPROVEMENT PLAN  
REQUEST FORM**

<b>CATEGORY:</b>	Transportation	<b>PROJECT NO.:</b>	319,100
<b>PROJECT:</b>	Pavement Management Program	<b>Project Type:</b>	Maintenance
<b>LOCATION:</b>	City Wide	<b>Council Goals met:</b>	2
		<b>Council Objectives met:</b>	
		<b>Project Status:</b>	

**DESCRIPTION:** Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of pavement rehabilitation measures, such as chip seals, patches and overlays.

EXPENDITURE SCHEDULE												
COST ELEMENTS	TOTAL*	Prior Years	FY 12 Act	FY 13 Act	FY 14 Amend	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMIN (CITY STAFF)	\$ 111,788	\$ 90,443	\$ 23	\$ 1,322	\$ 9,895	\$ 1,000	\$ 4,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
CIP PROJ MGMT	50,781	\$ 50,767		14	4,986							
DESIGN / ENGINEERING	149,423	149,423			30,000							
LAND	-	-			-							
BUILDINGS	-	-			-							
IMPROVEMENTS	2,366,883	1,901,883			142,039		55,000	97,000	97,000	72,000	72,000	72,000
INSPECTION	219,968	219,968										
CONTINGENCY	-	-										
SALES TAX	-	-										
OTHER	49,372	49,372										
<b>TOTAL</b>	<b>\$ 2,948,215</b>	<b>\$ 2,461,856</b>	<b>\$ 23</b>	<b>\$ 1,336</b>	<b>\$ 186,920</b>	<b>\$ 1,000</b>	<b>\$ 59,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 75,000</b>	<b>\$ 75,000</b>	<b>\$ 75,000</b>

**UNFUNDED IMPROVEMENTS** \$ 9,315,000 \$ 1,399,000 \$ 1,341,000 \$ 1,300,000 \$ 1,325,000 \$ 1,325,000 \$ 1,325,000 \$ 1,325,000

FUNDING SOURCES	TOTAL*	Prior Years	FY 12 Act	FY 13 Act	FY 14 Amend	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
Midway (250th)	\$ 65,000	\$ 65,000	\$ -	\$ -	\$ -	\$ -						
Seattle Public Utilities	1,800	1,800										
Puget Sound Energy	350	350										
SWM - 451.813	-	-										
Transportation Benefit District	60,000	-			60,000	1,000	59,000					
Transfer from MCI	444,375	-			97,039	19,375	-	100,000	100,000	75,000	75,000	75,000
Transportation CIP Fund	2,376,690	\$ 2,394,706	23	1,336	29,881	(19,375)						
<b>TOTAL</b>	<b>\$ 2,948,215</b>	<b>\$ 2,461,856</b>	<b>\$ 23</b>	<b>\$ 1,336</b>	<b>\$ 186,920</b>	<b>\$ 1,000</b>	<b>\$ 59,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 75,000</b>	<b>\$ 75,000</b>	<b>\$ 75,000</b>

\*Excludes FY 14 Amd

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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: September 10, 2015

ATTACHMENTS:

1. 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: September 2, 2015

CLEARANCES:

- Legal TS  
 Finance DM  
 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: MM/ACM

#### **Purpose and Recommendation**

The purpose of this agenda item is to request Council's approval of a contract (refer to Attachment 1) with BHC Consultants, LLC for building inspection and plan review services through 2016. The following motion will appear on the consent calendar:

#### **Suggested Motion**

**Motion:** "I move to approve the Contract with BHC Consultants LLC, continuing professional inspection and plan review services in the amount of \$65,000, and authorize the City Manager to sign the contract substantially in the form submitted."

#### **Background**

The current contract for consultant resources with BHC was approved in 2014, and has been amended two times to authorize additional contract authority for added spending. The current contract authority has reached its limit.

There is a continued need to use consultants to manage peak work load demands for professional services with the Community Development Division, including both Planning and Building.

**Discussion**

BHC has been providing for backup and fill-in inspections since late 2013. BHC has performed well for the City, and the services that they have provided have been cost effective.

Given current work load demands and the positive outlook on upcoming development activity through 2018, on July 9, 2015 the City Council approved an additional inspector/plans examiner position for the Building Division. Recruitment to fill that position is currently underway. Even once the position is filled, it is critical that the City have on-call consultant contracts in place, like the one proposed here with BHC, in order to respond to and manage peak work load demands.

The adopted 2015 Budget provided \$65,000 for consultant resources to augment peak workload in the Building Division. To date, approximately \$40,000 of that appropriation has been encumbered, leaving \$25,000 for the remainder of 2015. This amount, plus \$40,000 for the proposed 2016 budget appropriation, equals \$65,000 which is the amount requested for BHC Consultant services for the 2015/2016 budget cycle.

**Alternatives**

With out on-call contracts, like the one proposed here with BHC, the City would either have to hire more full time staff, which would be more costly, or the level of service would be impacted resulting in significant delays and potentially higher costs to our customers and ultimately delays in the startup of new construction.

**Financial Impact**

There are sufficient funds authorized in the adopted 2015 Budget, and sufficient funds included in the proposed 2016 Budget to cover these expenditures (subject to Council's action on the 2016 budget).

**Recommendation**

Staff requests that Council approve the proposed motion.

**Concurrence**

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



## 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, 2016.

#### **III. COMPENSATION.**

- A. The City shall pay the Consultant, based on time and materials, an amount not to exceed \$65,000 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

CONSULTANT SERVICES CONTRACT 2  
(Various)

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

CONSULTANT SERVICES CONTRACT 4  
(Various)

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

**A. Minimum Scope of Insurance.** Consultant shall obtain insurance of the types 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.



<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CONSULTANT:</b></p> <p>Craig Chambers, President  BHC Consultants  601 Fifth Avenue, Suite 500  Seattle WA 98101  206-505-3400 (telephone)  206-505-3406 (facsimile)</p>	<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CITY OF DES MOINES:</b></p> <p>Denise Lathrop, Community Development  Manager  City of Des Moines  21630 11<sup>th</sup> Avenue S., Suite A  Des Moines, WA 98198  206-870-6563 (telephone)  206-870-6544 (facsimile)</p>
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EXHIBIT "A"**SCOPE OF SERVICES**

## 2015 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, 2015. 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, 2016, 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, 2016. No new work shall be authorized after December 31, 2016 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 \$65,000. 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:

<b>Project Type</b>	<b>Initial Review</b>	<b>Re-Review</b>
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 days (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 .575 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, 2015. Rates are subject to annual review.

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## AGENDA ITEM

SUBJECT: Contract with American Building Services, Inc. for Janitorial Services in City Buildings

AGENDA OF: September 10, 2015

DEPT. OF ORIGIN: Planning, Building & Public Works

**ATTACHMENTS:**

1. Goods and Services Contract
2. Bid Tabulation
3. MRSC Prevailing Wage information - RCW 39.12 and WAC 296-127
4. August 25, 2015 letter to apparent low bidder
5. August 25 response from apparent low bidder
6. August 27, 2015 follow up letter to apparent low bidder
7. August 27, 2015 response from apparent low bidder – withdrawing their bid

DATE SUBMITTED: September 3, 2015

**CLEARANCES:**

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *MUM/ACM*

**Purpose and Recommendation:**

The purpose of this item is to request City Council approval of a Goods and Services Contract with American Building Services, Inc. (Attachment 1) for janitorial services in City buildings for 2016-2018. The current janitorial contract, which has been amended several times, expires at the end of 2015. Staff has conducted a competitive bid process and recommends awarding the contract to American Building Services, Inc.

**Suggested Motion:**

**Motion 1:** "I move to award the Goods and Services Contract to American Building Services, Inc. for janitorial services in City buildings from 2016-2018, for an annual amount not to exceed \$197,890.20, and additionally to authorize the City Manager to sign the Contract substantially in the form as submitted."

**Background:**

In 2003, American Building Services (formerly EDS Janitorial Services) was selected through an RFP process to provide janitorial services for City buildings, pursuant to the requirements of Des Moines Resolution 753 that such services be purchased at the lowest possible price from a responsible vendor. The contract was executed on February 19<sup>th</sup>, 2004 for one year with an option to extend.

The existing contract has been extended and/or amended nine times since 2003 adding new facilities such as the Dining Hall or additional services such as more frequent maintenance cleaning.

Given the length of time that the current contract has been in place, staff made the decision to go through an updated competitive bid process. It is important to periodically go through this process for a variety of reasons. It allows an opportunity for the City to make sure it is paying a reasonable price for the services being provided; to make sure that the necessary contract language is current and up-to-date; and it provides an opportunity for other service providers to compete for and be awarded a public work (and funding) through a formal bid process.

Staff advertised for bids for these services in the Seattle Daily Journal of Commerce on August 4<sup>th</sup> and August 11<sup>th</sup>, 2015. On August 12<sup>th</sup>, 2015, a pre-bid walkthrough was conducted of all facilities included in the contract. Three contractors attended the walkthrough. Bids were opened and read aloud on August 19<sup>th</sup>, 2015 at 2:00 PM. Two bids were received. At the time of bid opening, Varsity Facility Services was the apparent low bidder. Bid tabulations from the bid opening are provided as Attachment 2.

As staff began to review the bid proposals during our due diligence process, it became clear that the apparent low bidder had submitted an irregular bid. On several of the bid items, the apparent low bidder has submitted price proposals that did not appear to staff to be consistent with the contract provisions that janitorial services are required to be purchased at prevailing wage rates under the State's bidding laws. Information from MRSC and RCW 39.12 and WAC 296-127 are included as Attachment 3.

On August 25<sup>th</sup>, 2015 staff sent a letter to the apparent low bidder seeking additional information (Attachment 4). The apparent low bidder sent a response indicating that they were unclear on what pricing information the City was requesting in the proposal, and requested that the City modify their bid proposal (Attachment 5). While the contract allows for the City to make adjustment to formal bid proposals to correct simple math errors, neither the contractor nor the City can outright change bid items on the bid proposal. This would create an unfair bid process, and would subject the City to a bid protest, and potential litigation. After consulting the Legal Department, on August 27, 2015 staff sent a follow-up letter to the apparent low bidder outlining options (Attachment 6). After considering these options, the apparent low bidder sent a response indicating that they were formally withdrawing their bid (Attachment 7).

At this point, the next and only remaining responsive bidder is American Building Services, Inc. Staff has performed the due diligence for this contractor, and has contacted the references provided. It should be noted that American Building Services, Inc. is the contractor currently providing Janitorial Services for the City under the existing contract. American Building Services, Inc. is a recommended contractor that is local, easy to work with, and highly responsive when urgent services are required.

**Discussion:**

Given the fact that at this point there is only one remaining bidder, it is important to make sure that the bid proposal of \$197,890.20 is cost effective for the City. Given that the existing contract has a maximum annual limit of \$127,000.00, it might appear at first glance that this is not the case. However, as explained herein, there are a number of justifiable explanations for the difference that show that the current bid proposal is reasonable and appropriate.

The most significant change is how the bid proposal addresses the cleaning of the Dining Hall and Auditorium at the Beach Park, after a facility rental. This is a new process, and includes two options; one for a typical rental, and one for a heavy use rental. The bid proposal assumes that both the Auditorium and Dining Hall are rented every day of the year. While this is not realistic initially, it could

occur during the lifetime of this contract. That being said, the on-call cleaning services after such rentals are only paid for based upon necessity, and paid out of the facility rental revenues. By estimating maximum rental potential for these buildings, we avoid having to perform change orders to account for the extra effort.

In other words, the new annual not to exceed amount of \$197,890.20 will only be realized if the Auditorium and Dining Hall are rented daily, with the estimated types of rentals.

Based on the current rental frequencies of these facilities, that actual anticipated annual cost for Janitorial services under the new bid proposal would be in the range of \$130,000 to \$140,000. This is only about \$13,000 more annually than what we are currently paying. Given that the current contract prices have not changed since 2004, this is a reasonable and expected increase.

One other change in the new contract is that all of the supplies and consumables are included in each of the building schedules (Exhibits A through L). The current contract paid for supplies and consumables separately – annual amounts for labor being \$115,000, and supplies being \$12,000; leaving an annual janitorial total of \$127,000.

**Alternative:**

Staff also evaluated the option of providing janitorial services with city hired employees. A salary survey of comparable cities was conducted, and determined that the fully loaded hourly rate (including salary and benefits) for a full time employee would be \$44.90 per hour, and the hourly rate for a part time employee would be \$27.45.

Table 1 shows facilities included in the bid proposal along with estimated hours required to clean each facility on a weekly basis, based on the provisions in the contract. Note that the on-call cleaning services for the Dining Hall and Auditorium after a typical or heavy rental are not included in this table.

**Table 1**

SCHEDULE	FACILITY	HRS/WEEK
Exhibit A	City Hall	14
Exhibit B	Founder's Lodge	1.5
Exhibit C	Field House	10
Exhibit D	PW Engineering	4
Exhibit E	Police Services Ctr	13.5
Exhibit F	PW Service Ctr	6
Exhibit G	Senior Activity Ctr	10
Exhibit H	PD Redondo Substation	1.5
Exhibit I	SJU Park Restroom	7.5
Exhibit J	Various Bldgs	2
Exhibit K	BP Auditorium	2
Exhibit L	BP Dining Hall	6
	<b>Total:</b>	<b>78</b>

\* Estimate annual hours = 4,056 Hours

It is important to keep in mind that most if not all of the janitorial work occurs on swing or graveyard shifts, or on the weekends and holidays. If the City were to provide janitorial services with employees, we would hire 1 full time custodian, and several part time custodians. Table 2 below shows that the direct annual cost would be at least \$150,000.

**Table 2**

	Hourly Cost	Annual Hours	Annual Cost
Full Time Employee	\$44.90	2,080	\$93,392
Part Time Employees	\$27.45	1,976	\$54,241
Total:		4,056	\$147,633

When considering an estimate of the costs for the cleaning services for the Dining Hall and Auditorium after a typical or heavy rental, Table 3 below assumes that each of these facilities are rented once per week. The costs for cleaning up after the assumed 52 rentals would be approximately \$10,000.

**Table 3**

	Hours/ Cleaning	Events per year	Annual Hours	Hourly Rate	Annual Cost
Dining Hall – Typical Rental	3	30	90	\$27.45	\$2,470
Dining Hall – Heavy Rental	4	22	88	\$27.45	\$2,416
Auditorium – Typical Rental	3	30	90	\$27.45	\$2,470
Auditorium – Heavy Rental	4	22	88	\$27.45	\$2,416
					\$9,772

Adding these costs up would total at least \$172,000 per year (\$150,000 normal cleaning, \$10,000 for Beach Park facility rentals, and \$12,000 in consumables and supplies). There are also significant indirect costs that would have to be considered, which include tools, supplies, consumables, operation and maintenance costs for a City vehicle and other one-time expenditures as may be necessary. This also does not account for the impact for providing supervision and management of the janitorial staff. The sum of all these costs are far in excess of the estimated annual contract price of \$130,000-\$140,000. If the Dining Hall and Auditorium are actually rented every day of the year, our contract costs would be capped at \$197,890.20.

Based upon the brief analysis shown above, it would be more expensive for the City to provide janitorial services with employees.

**Financial Impact:**

The cost of cleaning the Beach Park facilities will come out of the generated facility rental revenue, and the cost for cleaning the other City buildings will come out of various other Departments budgets. The proposed 2016 budget will have sufficient funds to cover these janitorial cleaning costs.

**Recommendation/Conclusion:**

Staff recommends that Council approve the Contract.

**Concurrence:**

The Finance, Legal, Parks, and Planning, Building & Public Works Departments concur.



## **GOODS & SERVICES CONTRACT between the City of Des Moines and American Building Services, Inc.**

THIS CONTRACT is made by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and American Building Services, Inc. organized under the laws of the State of Washington, King County, located and doing business at P O Box 98591, Des Moines, WA. 98198, (206) 878-6679, Eric Shoopman (hereinafter the "Vendor").

### **CONTRACT**

#### **I DESCRIPTION OF WORK.**

Vendor shall provide the following goods, supplies, materials and/or perform the following services for the City:

"2016 - 2018 City Custodial Services" as described in Exhibits A through L (incorporated into, and attached). The duration of this contract shall be thirty-six (36) months, commencing on January 1, 2016 and ending on December 31, 2018.

Vendor acknowledges and understands that it is not the City's exclusive provider of these goods, materials, or services and that the City maintains its unqualified right to obtain these goods, materials, and services through other sources.

**II. TIME OF COMPLETION.** Upon the effective date of this Contract, Vendor shall commence work on January 1, 2016, and complete the work and provide all goods, materials, and services by December 31, 2018. This Contract shall include a satisfactory performance extension (at no additional bid pricing increase to the City) of thirty-six (36) months. The City will notify the Vendor in writing a minimum of thirty (30) days in advance of the contract termination date of the intent to extend the contract thirty-six (36) months based upon satisfactory performance.

**III. COMPENSATION.** The City shall pay the Vendor an annual amount not to exceed \$197,890.20, which includes all applicable Washington State Sales Tax, for the goods, supplies, materials, and services contemplated in this Contract. The City shall pay the Vendor the following amounts according to the following schedule:

The Vendor shall invoice the City monthly for the services rendered per Exhibits A through L. This contract will be evaluated every two (2) years, and may be amended accordingly upon acceptance of both parties to account for excess actual service costs and/or inflation costs.

If the City objects to all or any portion of an invoice, it shall notify Vendor 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.

- A. Defective or Unauthorized Work.** The City reserves its right to withhold payment from Vendor for any defective or unauthorized goods, materials or services. If Vendor is unable, for any reason, to complete any part of this Contract, the City may obtain the goods, materials or services from other sources, and Vendor 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 these additional costs incurred to complete this Contract with other sources, from any and all amounts due or to become due the Vendor.
- B. Final Payment: Waiver of Claims.** VENDOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY VENDOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

**IV. PREVAILING WAGES.** Vendor 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 Vendor'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. Vendor shall pay prevailing wages in effect on the date the bid is accepted or executed by Vendor, 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 Vendor. It shall be the responsibility of Vendor to require all subcontractors to comply with Chapter 39.12 RCW and this section of the Contract.

The State of Washington prevailing wage rates applicable for this goods and services project, which is located in King County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is 08/19/2015. A copy of the applicable prevailing wage rates are also available at the office of

the Owner, located at 21650 11<sup>th</sup> Avenue South, Des Moines, WA, 98198.

**V. INDEPENDENT CONTRACTOR.** The parties intend that an Independent Contractor-Employer Relationship will be created by this Contract and that the Vendor 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.

**VI. 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.

**VII. CHANGES.** The City may issue a written amendment for any change in the goods, supplies, materials, or services to be provided during the performance of this Contract. If the Vendor determines, for any reason, that an amendment is necessary, Vendor must submit a written amendment request to the person listed in the notice provision section of this Contract, section XVI(C), within fourteen (14) calendar days of the date Vendor 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 Vendor'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 Vendor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Vendor shall proceed with the amended work upon receiving either a written amendment from the City or an oral order from the City before actually receiving the written amendment. If the Vendor fails to require an amendment within the time allowed, the Vendor waives its right to make any claim or submit subsequent amendment requests for that portion of the contract work. If the Vendor disagrees with the equitable adjustment, the Vendor must complete the amended work; however, the Vendor may elect to protest the adjustment as provided in subsections A through E of Section VIII, Claims, below.

The Vendor accepts all requirements of an amendment by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. An amendment that is accepted by Vendor 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.

**VIII. CLAIMS.** If the Vendor disagrees with anything required by an amendment, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Vendor may file a claim as provided in this section. The Vendor 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 Vendor 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 Vendor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.

At a minimum, a Vendor'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 Vendor'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 Vendor is asserting a schedule change or disruption.

B. Records. The Vendor 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 Vendor'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. Vendor's Duty to Complete Protested Work. In spite of any claim, the Vendor 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 Vendor 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 Vendor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

**IX. LIMITATION OF ACTIONS.** VENDOR 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 VENDOR'S ABILITY TO FILE THAT SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

**X WARRANTY.** This Contract is subject to all warranty provisions established under the Uniform Commercial Code, Title 62A, Revised Code of Washington. Vendor warrants goods are merchantable, are fit for the particular purpose for which they were obtained, and will

perform in accordance with their specifications and Vendor's representations to City. The Vendor 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 part of the goods are repaired, 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 Vendor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Vendor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Vendor shall pay all costs incurred by the City in order to accomplish the correction.

**XI. DISCRIMINATION.** In the hiring of employees for the performance of work under this Contract or any sub-contract, the Vendor, its sub-contractors, or any person acting on behalf of the Vendor 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.

**XII. INDEMNIFICATION.** The Vendor 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 Agreement, except for injuries and damages caused by the sole negligence of the City.

**XIII. INSURANCE.** The Vendor 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 products and materials supplied to the City. Vendor shall obtain insurance of the type described below:

**No Limitation.** Vendor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Vendor 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**

Vendor shall obtain insurance of the type described below:

Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The City shall be named as an insured under the Vendor's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 or a substitute endorsement providing equivalent coverage.

**B. Minimum Amounts of Insurance**

Vendor shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$2,000,000 products liability aggregate limit.

**C. Other Insurance Provisions.** The Vendor's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Vendor'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**

Vendor 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 Vendor before goods, materials or supplies will be accepted by the City.

**F. Notice of Cancellation.** The Vendor shall provide the city with written notice of any policy cancellation, within two business days of their receipt of such notice.

**G. Failure to Maintain Insurance.** Failure on the part of the Vendor 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 Vendor 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 Vendor from the City.

**XIV. WORK PERFORMED AT VENDOR'S RISK.** Vendor 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 Vendor's own risk, and Vendor 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.

**XV. 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.

**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. This Contract shall be governed by and construed in accordance with the laws of the State of Washington, If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Contract, then the following shall be the means for resolving the dispute:

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written Contract of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.
2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the King County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XII 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 Vendor.

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

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

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

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

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

<p><b>VENDOR:</b></p> <p>By: _____  <i>(signature)</i></p> <p>Print Name: _____</p> <p>Its _____  <i>(Title)</i></p> <p>DATE: _____</p>	<p><b>CITY OF DES MOINES:</b></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 style="text-align: right;">Approved as to form:</p> <p style="text-align: right;">_____  City Attorney</p> <p style="text-align: right;">DATE: _____</p>
<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>VENDOR:</b></p> <p>Eric Shoopman  American Building Services, Inc.  P O Box 98591  Des Moines, WA. 98198  (206) 878-6679 (telephone)  (206) 870-8763 (facsimile)</p>	<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CITY OF DES MOINES:</b></p> <p>Scott J. Romano  City of Des Moines  21650 11<sup>th</sup> Ave. S.  Des Moines, WA. 98198  (206) 870-6539 (telephone)  (206) 870-6596 (facsimile)</p>

At the direction of the Des Moines  
City Council taken at an open public  
Meeting on \_\_\_\_\_.

**EXHIBITS A THROUGH L**

## CUSTODIAL SERVICES

### SERVICE SPECIFICATIONS SCHEDULE

#### Building to be serviced

Des Moines City Hall Building – Suites A through D – 21630 11<sup>th</sup> Ave. S.

#### Areas to be serviced

Office entrances, executive and administrative offices, conference rooms, kitchens, hallways, shower, and restrooms.

#### Approximate Floor Areas and Types and Fixture Counts

Carpet – 6,431 square feet

Tile – 419 square feet

VCT – 302 square feet

Vinyl – 351 square feet

Toilets – 8

Urinals -- 3

Sinks – 9

Shower Stalls – 1

Drinking Fountains -- 3

**NOTE:** These areas and counts are approximate only, and provided to assist in developing your bids – it is the responsibility of the Vendor to measure and count accurately prior to bid submittal.

#### Cleaning Schedule and Limitations (if any)

**Four nights per week: (Monday, Tuesday, Wednesday, Friday) between 7:00 PM and 6:00 AM.**

#### DAILY Cleaning Services:

**Trash Removal.** Empty waste receptacles and change liners as required. Remove trash and place in designated containers.

**Lunchrooms.** Empty waste receptacles and spot clean, insert new liners. Remove and place trash in designated containers. Vacuum or dust mop and wet mop floors. Wipe down counters, sinks, tables and chairs, and refrigerators.

**Floor Service.** Dust mop or vacuum main entrance area, common areas and main traffic areas completely. Spot mop spillage from floors and spot clean spillage from carpets as needed.

**Restrooms.** Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers. This includes towels, toilet tissue, soap and feminine hygiene products where applicable. Empty waste receptacles and replace liners. Spot clean receptacles.

**Supplies.** Restock needed supplies as necessary.

**WEEKLY Cleaning Services:**

**Floor Service.** Dust mop and wet mop all hard surface floors and vacuum all carpeting completely.

**Shower.** Clean and disinfect shower stall, shower door, and chrome fixtures.

**Entrance Area.** Clean entrance door glass, frames and handles.

**Dusting.** Dust tops of partitions, ledges and windowsills in office areas and remove cobwebs.

**Telephones.** Clean and sanitize telephones weekly.

**MONTHLY Cleaning Services:**

**Floor Service:** Vacuum edges of carpets and baseboards.

**Spot Cleaning.** Spot clean handprints and spillage from doors, walls, and switch plate covers and partition glass where accessible.

**QUARTERLY Cleaning Services:**

**Floor Waxing.** Scrub and re-wax applicable floors.

**MEASUREMENT AND PAYMENT EXPLANATION:**

The units "Monthly" and "Bi-Weekly" shall include payment for all tools, labor, materials, cleaning supplies, paper goods, trash can liners, general custodial supplies, replacing and restocking paper goods, trash can liners, soaps, and any other equipment or items necessary for the acceptable cleaning of the City of Des Moines' facilities as outlined in Exhibits A through L. This includes all daily, weekly, bi-weekly, monthly, and quarterly cleaning services.

## CUSTODIAL SERVICES

### SERVICE SPECIFICATIONS SCHEDULE

#### Building to be serviced

Des Moines Beach Park Founder's Lodge – 22030 Cliff Ave. S., BLDG. A

#### Areas to be serviced

Entrances, 1<sup>st</sup> floor offices, upstairs administrative offices, open common areas, kitchen/lunchroom, 1<sup>st</sup> floor restrooms.

#### Approximate Floor Areas and Types and Fixture Counts

Carpet – 2,045 square feet

VCT – 527 square feet

Toilets – 2

Urinals -- 2

Sinks – 6

**NOTE:** These areas and counts are approximate only, and provided to assist in developing your bids – it is the responsibility of the Vendor to measure and count accurately prior to bid submittal.

#### Cleaning Schedule and Limitations (if any)

**One day per week: (Monday)** All daily, weekly, and quarterly services are to be performed on Mondays *between 7:00 PM and 6:00 AM*. Please arrange for cleaning to take place after any scheduled facility rental or activity.

#### DAILY Cleaning Services:

**Trash Removal.** Empty waste receptacles and change liners as required. Remove trash and place in designated containers.

**Kitchen/Lunchroom.** Empty waste receptacles and spot clean, insert new liners. Remove and place trash in designated containers. Vacuum or dust mop and wet mop floors. Wipe down counters, sinks, tables and chairs and refrigerator. Clean microwave inside and out.

**Floor Service.** Dust mop or vacuum main entrance area, common areas and main traffic areas completely. Spot mop spillage from floors and spot clean spillage from carpets as needed.

**Restrooms.** Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers.

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EXHIBIT B

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## BEACH PARK FOUNDER'S LODGE

## EXHIBIT B

This includes towels, toilet tissue, soap and feminine hygiene products where applicable. Empty waste receptacles and replace liners. Spot clean receptacles.

**Supplies.** Restock needed supplies as necessary.

**WEEKLY Cleaning Services:**

**Floor Service.** Dust mop and wet mop all hard surface floors and vacuum all carpeting completely.

**Entrance Area.** Clean entrance door glass, frames and handles.

**Dusting.** Dust tops of partitions, ledges and windowsills in office areas and remove cobwebs.

**Telephones.** Clean and sanitize telephones weekly.

**MONTHLY Cleaning Services:**

**Floor Service.** Vacuum edges of carpets and baseboards.

**Spot Cleaning.** Spot clean handprints and spillage from doors, walls, and switch plate covers and partition glass where accessible.

**Dusting.** High dust all fixtures, fans, and ledges.

**Windows.** Clean and wipe down all first floor windows and windowsills (both inside and outside).

**QUARTERLY Cleaning Services:**

**Floor Waxing.** Scrub and re-wax applicable floors.

**MEASUREMENT AND PAYMENT EXPLANATION:**

The units "Monthly" and "Bi-Weekly" shall include payment for all tools, labor, materials, cleaning supplies, paper goods, trash can liners, general custodial supplies, replacing and restocking paper goods, trash can liners, soaps, and any other equipment or items necessary for the acceptable cleaning of the City of Des Moines' facilities as outlined in Exhibits A through L. This includes all daily, weekly, bi-weekly, monthly, and quarterly cleaning services.

## CUSTODIAL SERVICES

### SERVICE SPECIFICATIONS SCHEDULE

#### Building to be serviced

Des Moines Field House – 1000 S. 220<sup>th</sup> St.

#### Areas to be serviced

Main Floor: Office and gym entrances, executive and administrative offices, common areas, hallway, gym floor, and restroom.

Basement: Open common area, kitchen, hallways, daycare area, and restrooms.

#### Approximate Floor Areas and Types and Fixture Counts

Carpet – 347 square feet

Tile – 336 square feet

Hardwoods – 5,044 square feet

Vinyl – 2,851 square feet

Toilets – 6

Urinals -- 1

Sinks – 5

Drinking Fountains -- 1

**NOTE:** These areas and counts are approximate only, and provided to assist in developing your bids – it is the responsibility of the Vendor to measure and count accurately prior to bid submittal.

#### Cleaning Schedule and Limitations (if any)

**Four nights per week:** Main floor (Sunday, Tuesday, Wednesday, Thursday) *between 10:00 PM and 6:00 AM*. Please arrange for cleaning to take place after any scheduled facility rental or activity.

**One night per week:** Basement open common area, kitchen, hallways, daycare area, and restrooms (Sunday) *between 10:00 PM and 6:00 AM*. Please arrange for cleaning to take place after any scheduled facility rental or activity.

#### DAILY Cleaning Services:

**Trash Removal.** Empty waste receptacles and change liners as required. Remove trash and place in designated containers.

**Floor Service.** Dust mop or vacuum main entrance area, common areas and main traffic areas completely. Spot mop spillage from floors and spot clean spillage from carpets as needed.

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EXHIBIT C

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**Restrooms.** Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers. This includes towels, toilet tissue, soap and feminine hygiene products where applicable. Empty waste receptacles and replace liners. Spot clean receptacles.

**Supplies.** Restock needed supplies as necessary.

#### WEEKLY Cleaning Services:

**Floor Service.** Dust mop and wet mop all hard surface floors and vacuum all carpeting completely.

**Kitchen/Lunchroom.** Empty waste receptacles and spot clean, insert new liners. Remove and place trash in designated containers. Vacuum or dust mop and wet mop floors. Wipe down counters, sinks, tables and chairs and refrigerator. Clean microwave inside and out.

**Dusting.** Dust tops of partitions, ledges and windowsills in office areas and remove cobwebs.

**Telephones.** Clean and sanitize telephones weekly.

#### MONTHLY Cleaning Services:

**Floor Service.** Vacuum edges of carpets and baseboards.

**Spot Cleaning.** Spot clean handprints and spillage from doors, walls, and switch plate covers and partition glass where accessible.

#### On-call Cleaning Services following Facility Rentals:

**Entrance Areas.** Police entrance areas to remove litter. Clean entrance doors and door glass, frames, and handles.

**Trash Removal.** Empty waste receptacles from all common areas, spot clean receptacles, and change liners as required. Remove trash and place in designated containers.

**Spot Cleaning.** Spot clean handprints and spillage from doors, walls, and switch plate covers.

**Kitchen areas.** Empty waste receptacles, spot clean receptacles and walls around receptacles, insert new liners. Remove and place trash in designated containers. Wipe down counters and sinks and installed appliances with disinfectant solution.

FIELD HOUSE

EXHIBIT C

**Floor Service.** Dust mop or vacuum main entrance areas, common areas, and main traffic areas completely. Spot mop spillage from floors.

**Restrooms.** Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers. This includes towels, toilet tissue, soap and feminine hygiene products where applicable. Empty waste receptacles and replace liners. Spot clean receptacles.

**Supplies.** Restock needed supplies as necessary.

**NOTE:**

Please provide two prices for this on-call service. One for service following a typical rental, and one for service following a heavy rental (above normal facility use involving heavy alcohol consumption).

**MEASUREMENT AND PAYMENT EXPLANATION:**

The units "Monthly" and "Bi-Weekly" shall include payment for all tools, labor, materials, cleaning supplies, paper goods, trash can liners, general custodial supplies, replacing and restocking paper goods, trash can liners, soaps, and any other equipment or items necessary for the acceptable cleaning of the City of Des Moines' facilities as outlined in Exhibits A through L. This includes all daily, weekly, bi-weekly, monthly, and quarterly cleaning services.

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## CUSTODIAL SERVICES

### SERVICE SPECIFICATIONS SCHEDULE

#### Building to be serviced

Des Moines Public Works Engineering – 21650 11<sup>th</sup> Ave. S.

#### Areas to be serviced

**1<sup>st</sup> Floor** (upstairs): Office entrances, executive and administrative offices, common areas, hallway, kitchen/lunchroom and restrooms.

**Basement** (downstairs): Open common area, kitchen, hallways, stairwell, offices, kitchen / lunchroom, shower, and restrooms.

#### Approximate Floor Areas and Types and Fixture Counts

Carpet – 1,807 square feet

VCT – 748 square feet

Vinyl – 68 square feet

Toilets – 4

Sinks – 6

Shower Stalls – 1

Drinking Fountains -- 2

**NOTE:** These areas and counts are approximate only, and provided to assist in developing your bids – it is the responsibility of the Vendor to measure and count accurately prior to bid submittal.

#### Cleaning Schedule and Limitations (if any)

Two nights per week: (Sunday and Wednesday); *Anytime on Sunday, and between 7:00 PM Wednesday and 6:00 AM on Thursday.*

#### DAILY Cleaning Services:

**Trash Removal.** Empty waste receptacles and change liners as required. Remove trash and place in designated containers.

**Kitchens /Lunchroom.** Empty waste receptacles and spot clean, insert new liners. Remove and place trash in designated containers. Vacuum or dust mop and wet mop floors. Wipe down counters, sinks, tables and chairs and refrigerators. Clean microwaves inside and out.

**Floor Service.** Dust mop or vacuum main entrance areas, common areas and main traffic areas completely. Spot mop spillage from floors and spot clean spillage from carpets as needed.

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EXHIBIT D

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**Restrooms.** Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers. This includes towels, toilet tissue, soap and feminine hygiene products where applicable. Empty waste receptacles and replace liners. Spot clean receptacles.

**Supplies.** Restock needed supplies as necessary.

**WEEKLY Cleaning Services:**

**Entrance Area.** Clean entrance door glass, frames and handles.

**Floor Service.** Dust mop and wet mop all hard surface floors and vacuum all carpeting completely.

**Shower.** Clean and disinfect shower stall, shower door, and chrome fixtures.

**Dusting.** Dust tops of partitions, ledges and windowsills in office areas and remove cobwebs.

**Telephones.** Clean and sanitize telephones weekly.

**MONTHLY Cleaning Services:**

**Floor Service:** Vacuum edges of carpets and baseboards.

**Spot Cleaning.** Spot clean handprints and spillage from doors, walls, and switch plate covers and partition glass where accessible.

**QUARTERLY Cleaning Services:**

**Floor Waxing.** Scrub and re-wax applicable floors.

**MEASUREMENT AND PAYMENT EXPLANATION:**

The units "Monthly" and "Bi-Weekly" shall include payment for all tools, labor, materials, cleaning supplies, paper goods, trash can liners, general custodial supplies, replacing and restocking paper goods, trash can liners, soaps, and any other equipment or items necessary for the acceptable cleaning of the City of Des Moines' facilities as outlined in Exhibits A through L. This includes all daily, weekly, bi-weekly, monthly, and quarterly cleaning services.

## CUSTODIAL SERVICES

### SERVICE SPECIFICATIONS SCHEDULE

#### Building to be serviced

Des Moines Police Services Center – 21900 11<sup>th</sup> Ave. S.

#### Areas to be serviced

Entrance, administrative offices, conference room, lunch room, holding areas, hallways, fitness room, restrooms, locker rooms, and locker room showers.

#### Approximate Floor Areas and Types and Fixture Counts

Carpet – 5,302 square feet  
 Tile – 978 square feet  
 VCT – 2,710 square feet  
 Concrete – 1,335 square feet  
 Fitness Room Floor – 586 square feet  
 Toilets – 10  
 Urinals -- 2  
 Sinks – 12  
 Shower stalls – 4  
 Drinking Fountains – 2

**NOTE:** These areas and counts are approximate only, and are provided to assist in developing your bids – it is the responsibility of the Vendor to measure and count accurately prior to bid submittal.

#### Cleaning Schedule and Limitations (if any)

**Three days per week: (Monday, Wednesday, Friday) *between 3:00 PM and 6:00 AM.* Need to start at 3:00 PM in order to access and clean the Administrative offices. You can stay in the building as long as you need to after those offices have been cleaned and secured properly.**

#### DAILY Cleaning Services:

**Entrance Areas.** Police entrance area to remove litter, and empty the trash can in the patrol car area. Clean entrance door glass, frames and handles.

**Trash Removal.** Empty waste receptacles and change liners as required. Remove trash and place in designated containers.

**Dusting.** Dust and spot clean fingerprints from desks and tables when cleared of paperwork.  
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**Spot Cleaning.** Spot clean handprints and spillage from doors, walls, and switch plate covers and partition glass where accessible.

**Lunchroom.** Empty waste receptacles and spot clean, insert new liners. Remove and place trash in designated containers. Vacuum or dust mop and wet mop floors. Wipe down counters, sinks, tables and chairs and refrigerator. Clean microwave inside and out.

**Floor Service.** Dust mop or vacuum main entrance area, common areas and main traffic areas completely. Spot mop spillage from floors and spot clean spillage from carpets as needed.

**Restrooms/Locker Rooms.** Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers. This includes towels, toilet tissue, soap and feminine hygiene products where applicable. Empty waste receptacles and replace liners. Spot clean receptacles.

**Supplies.** Restock needed supplies as necessary.

#### WEEKLY Cleaning Services:

**Floor Service.** Scrub and buff all hard surface floors and vacuum all carpeting completely.

**Locker Room Showers.** Clean and disinfect all locker room showers and chrome fixtures.

**Dusting.** Dust tops of partitions, ledges and windowsills in office areas and remove cobwebs.

**Telephones.** Clean and sanitize telephones weekly.

#### MONTHLY Cleaning Services:

**Floor Service.** Vacuum edges of carpets and baseboards.

**Dusting:** Dust high moldings, doorframes and window casings. Dust window blinds.

#### QUARTERLY Cleaning Services:

**Floor Waxing.** Scrub and re-wax applicable floors.

**MEASUREMENT AND PAYMENT EXPLANATION:**

The units "Monthly" and "Bi-Weekly" shall include payment for all tools, labor, materials, cleaning supplies, paper goods, trash can liners, general custodial supplies, replacing and restocking paper goods, trash can liners, soaps, and any other equipment or items necessary for the acceptable cleaning of the City of Des Moines' facilities as outlined in Exhibits A through L. This includes all daily, weekly, bi-weekly, monthly, and quarterly cleaning services.

## CUSTODIAL SERVICES

### SERVICE SPECIFICATIONS SCHEDULE

#### Building to be serviced

Des Moines Public Works Service Center – 2255 S. 223<sup>rd</sup> St.

#### Areas to be serviced

Office entrance, executive and administrative offices, large conference room, kitchen, hallways, restrooms, showers, and locker room.

#### Approximate Floor Areas and Types and Fixture Counts

Carpet – 3,925 square feet

Tile – 338 square feet

VCT – 383 square feet

Toilets – 5

Urinals -- 3

Sinks – 1

Wash Basins -- 2

Shower Stalls – 2

**NOTE:** These areas and counts are approximate only, and provided to assist in developing your bids – it is the responsibility of the Vendor to measure and count accurately prior to bid submittal.

#### Cleaning Schedule and Limitations (if any)

**Three days per week: (Monday, Wednesday, Friday) *between 8:00 PM and 6:00 AM.***

#### DAILY Cleaning Services:

**Trash Removal.** Empty waste receptacles and change liners as required. Remove trash and place in designated containers.

**Lunchroom/Kitchen.** Empty waste receptacles and spot clean, insert new liners. Remove and place trash in designated containers. Vacuum or dust mop and wet mop floors. Wipe down counters, sinks, tables and chairs and refrigerators. Clean microwaves inside and out.

**Floor Service.** Dust mop or vacuum main entrance area, common areas and main traffic areas completely. Spot mop spillage from floors and spot clean spillage from carpets as needed.

**Restrooms/Locker Rooms.** Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom

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walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers. This includes towels, toilet tissue, soap and feminine hygiene products where applicable. Empty waste receptacles and replace liners. Spot clean receptacles.

**Supplies.** Restock needed supplies as necessary.

**WEEKLY Cleaning Services:**

**Floor Service.** Dust mop and wet mop all hard surface floors and vacuum all carpeting completely.

**Showers.** Clean and disinfect shower stalls, shower doors, and chrome fixtures.

**Dusting.** Dust tops of partitions, ledges and windowsills in office areas and remove cobwebs.

**Telephones.** Clean and sanitize telephones weekly.

**Spot Cleaning.** Spot clean handprints and spillage from doors, walls, and switch plate covers and partition glass where accessible.

**MONTHLY Cleaning Services:**

**Floor Service.** Vacuum edges of carpets and baseboards.

**Dusting.** Dust high moldings, doorframes, and window casings. Dust window blinds.

**QUARTERLY Cleaning Services:**

**Floor Waxing.** Scrub and re-wax applicable floors.

**MEASUREMENT AND PAYMENT EXPLANATION:**

The units "Monthly" and "Bi-Weekly" shall include payment for all tools, labor, materials, cleaning supplies, paper goods, trash can liners, general custodial supplies, replacing and restocking paper goods, trash can liners, soaps, and any other equipment or items necessary for the acceptable cleaning of the City of Des Moines' facilities as outlined in Exhibits A through L. This includes all daily, weekly, bi-weekly, monthly, and quarterly cleaning services.

## CUSTODIAL SERVICES

### SERVICE SPECIFICATIONS SCHEDULE

#### Building to be serviced

Des Moines Senior Activity Center – 2045 S. 216<sup>th</sup> St.

#### Areas to be serviced

Entrances, executive and administrative offices, open common areas, kitchen/lunchroom, hallways, outside patio, and restrooms.

#### Approximate Floor Areas and Types and Fixture Counts

Carpet – 464 square feet

Vinyl – 780 square feet

Hardwoods – 3,476 square feet

Toilets – 4

Urinals – 1

Sinks – 11

Drinking Fountains -- 2

**NOTE:** These areas and counts are approximate only, and provided to assist you in developing your bids – it is the responsibility of the Vendor to measure and count accurately prior to bid submittal.

#### Cleaning Schedule and Limitations (if any)

Five nights per week: (Sunday, Monday, Tuesday, Wednesday, Thursday) *between 10:00 PM and 6:00 AM*. Please arrange for cleaning to take place after any scheduled facility rental or activity.

#### DAILY Cleaning Services:

**Trash Removal.** Empty waste receptacles and change liners as required. Remove trash and place in designated containers.

**Lunchroom/Kitchen.** Empty waste receptacles and spot clean, insert new liners. Remove and place trash in designated containers. Vacuum or dust mop and wet mop floors. Wipe down counters, sinks, tables and chairs, kitchen appliances, and refrigerators. Clean microwave inside and out.

**Floor Service.** Dust mop or vacuum main entrance area, common areas and main traffic areas completely. Spot mop spillage from floors and spot clean spillage from carpets as needed.

**Restrooms.** Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers. This includes towels, toilet tissue, soap and feminine hygiene products where applicable. Empty waste receptacles and replace liners. Spot clean receptacles.

**Supplies.** Restock needed supplies as necessary.

**WEEKLY Cleaning Services:**

**Floor Service.** Dust mop and wet mop all hard surface floors and vacuum all carpeting completely.

**Dusting.** Dust tops of partitions, ledges and windowsills in office areas and remove cobwebs.

**Telephones.** Clean and sanitize telephones weekly.

**Spot Cleaning.** Spot clean handprints and spillage from doors, walls, and switch plate covers and partition glass where accessible.

**MONTHLY Cleaning Services:**

**Floor Service.** Vacuum edges of carpets and baseboards.

**Dusting.** Dust high moldings, doorframes and window casings. Dust window blinds.

**Outside Patio Cigarette/Cigar Butt Containers.** Remove the used butts, and leave the sand in the two containers.

**QUARTERLY Cleaning Services:**

**Floor Waxing.** Scrub and re-wax kitchen and restroom floors.

***NOTE: Relocate and return the rolling metal kitchen serving equipment and tables to facilitate waxing the kitchen floor.***

**MEASUREMENT AND PAYMENT EXPLANATION:**

The units "Monthly" and "Bi-Weekly" shall include payment for all tools, labor, materials, cleaning supplies, paper goods, trash can liners, general custodial supplies, replacing and restocking paper goods, trash can liners, soaps, and any other equipment or items necessary for the acceptable cleaning of the City of Des Moines' facilities as outlined in Exhibits A through L. This includes all daily, weekly, bi-weekly, monthly, and quarterly cleaning services.

## CUSTODIAL SERVICES

### SERVICE SPECIFICATIONS SCHEDULE

#### Building to be serviced

Des Moines Police Department Redondo Substation – 27041 Pacific Highway South

#### Areas to be serviced

Entrance, administrative offices, conference room, lunch room, holding areas, hallways, gym area, restrooms, and locker room.

#### Approximate Floor Areas and Types and Fixture Counts

Carpet – 1,257 square feet

Tile – 152 square feet

Vinyl – 181 square feet

Toilets – 2

Sinks – 3

**NOTE:** These areas and counts are approximate only, and provided to assist you in developing your bids – it is the responsibility of the Vendor to measure and count accurately prior to bid submittal.

#### Cleaning Schedule and Limitations (if any)

**One day per week: (No preference as to which day); *any time of day is acceptable.***

#### DAILY Cleaning Services:

**Entrance Areas.** Police entrance area to remove litter. Clean entrance door glass, frames and handles.

**Trash Removal.** Empty waste receptacles and change liners as required. Remove trash and place in designated containers.

**Dusting.** Dust and spot clean fingerprints from desks and tables when cleared of paperwork.

**Spot Cleaning.** Spot clean handprints and spillage from doors, walls, and switch plate covers and partition glass where accessible.

**Lunchroom.** Empty waste receptacles and spot clean, insert new liners. Remove and place trash in designated containers. Vacuum or dust mop and wet mop floors. Wipe down counters, sinks, tables and chairs, and refrigerator. Clean microwave inside and out.

**Floor Service.** Dust mop or vacuum main entrance area, common areas and main traffic areas completely. Spot mop spillage from floors and spot clean spillage from carpets as needed.

**Restrooms/Locker Rooms.** Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers. This includes towels, toilet tissue, soap and feminine hygiene products where applicable. Empty waste receptacles and replace liners. Spot clean receptacles.

**Supplies.** Restock needed supplies as necessary.

**WEEKLY Cleaning Services:**

**Floor Service.** Dust mop and wet mop all hard surface floors and vacuum all carpeting completely.

**Dusting.** Dust tops of partitions, ledges and windowsills in office areas and remove cobwebs.

**Telephones.** Clean and sanitize telephones weekly.

**MONTHLY Cleaning Services:**

**Floor Service.** Vacuum edges of carpets and baseboards.

**Dusting.** Dust high moldings, doorframes and window casings. Dust window blinds.

**MEASUREMENT AND PAYMENT EXPLANATION:**

The units "Monthly" and "Bi-Weekly" shall include payment for all tools, labor, materials, cleaning supplies, paper goods, trash can liners, general custodial supplies, replacing and restocking paper goods, trash can liners, soaps, and any other equipment or items necessary for the acceptable cleaning of the City of Des Moines' facilities as outlined in Exhibits A through L. This includes all daily, weekly, bi-weekly, monthly, and quarterly cleaning services.

## CUSTODIAL SERVICES

### SERVICE SPECIFICATIONS SCHEDULE

#### Building to be serviced

Des Moines Steven J. Underwood Memorial Park Restroom – 21800 20<sup>th</sup> Ave. S.

#### Areas to be serviced

Public Restrooms

#### Approximate Floor Areas and Types and Fixture Counts

Concrete – 347 square feet

Toilets – 4

Urinals – 2

Sinks – 2

**NOTE:** These areas and counts are approximate only, and provided to assist you in developing your bids – it is the responsibility of the Vendor to measure and count accurately prior to bid submittal.

#### Cleaning Schedule and Limitations (if any)

**Seasonal:** [February thru October (9 months) – daily 7 days/week] - *unless notified otherwise*. Cleaning may take place after the park closes on each day there is a scheduled event.

**Once monthly** [November, December, and January (3 months)] to prevent any buildup. Cleaning may take place at any time provided it does not conflict with a scheduled event.

#### DAILY Cleaning Services:

**Floor Service.** Wash, scrub, mop floors as needed to remove dirt, mud, and field debris.

*Thoroughly scrub the restroom floors once in early March (prior to the peak use period) to get them ready for the season.*

**Restrooms.** Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, sink fixtures, and mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers. This includes towels, toilet tissue, soap and feminine hygiene products where applicable. Clean baby changing stations as needed.

**Locking Entrance Gate on 20<sup>th</sup> Avenue South.** Lock the entrance gate and secure the restroom building after the park closes each day there is a scheduled event.

7-30-15

EXHIBIT I  
Page 1 of 2

**Supplies.** Restock needed supplies as necessary.

**NOTE:** Service events may be cancelled at any time by the City due to weather conditions. The City will *not be charged* for cancelled services.

**MEASUREMENT AND PAYMENT EXPLANATION:**

The units "Monthly" and "Bi-Weekly" shall include payment for all tools, labor, materials, cleaning supplies, paper goods, trash can liners, general custodial supplies, replacing and restocking paper goods, trash can liners, soaps, and any other equipment or items necessary for the acceptable cleaning of the City of Des Moines' facilities as outlined in Exhibits A through L. This includes all daily, weekly, bi-weekly, monthly, and quarterly cleaning services.

**CUSTODIAL SERVICES EXHIBIT J**Restrooms in need of “MAINTENANCE” cleaning every three months:

- City Hall Suite A (Men and Women including shower) – *Exhibit A*
- City Hall Suite C (Public Restrooms for Men and Women) – *Exhibit A*
- City Hall Suite D (Men and Women) – *Exhibit A*
- Public Works Engineering Upstairs (Men and Women) – *Exhibit D*
- Public Works Engineering Downstairs (Both Restrooms including shower) – *Exhibit D*
- Field House Upstairs – *Exhibit C*
- Field House Downstairs (Men and Women) – *Exhibit C*
- Public Works Service Center (Men and Women including showers) – *Exhibit F*

For the purposes of this Exhibit, “MAINTENANCE” cleaning means:

- Machine scrubbing and disinfecting all floor surfaces.
- Scrubbing and disinfecting wall surfaces and toilet stall partitions.
- Scrubbing and disinfecting all toilets, sinks, urinals, and other restroom fixtures (including de-scaling).

Kitchen areas in need of “MAINTENANCE” cleaning every three months:

- City Hall Suite A – *Exhibit A*
- City Hall Suite D – *Exhibit A*
- Public Works Engineering (Upstairs and Downstairs) – *Exhibit D*
- Public Works Service Center – *Exhibit F*

For the purposes of this Exhibit, “MAINTENANCE” cleaning means:

- Machine scrubbing and disinfecting all floor surfaces.
- Scrubbing and disinfecting all table and counter surfaces.
- Scrubbing and disinfecting all sinks.
- Scrubbing and cleaning all microwave interior surfaces.

**Cleaning Schedule and Limitations (if any)**

**This work needs to be completed during the allowable days/times given in the applicable Exhibits.**

## CUSTODIAL SERVICES

### SERVICE SPECIFICATIONS SCHEDULE

#### Building to be serviced

Des Moines Beach Park Auditorium – 22030 Cliff Ave. S., BLDG. D

#### Areas to be serviced

Auditorium entrance, kitchenette, open meeting room, stage, and two restrooms.

#### Approximate Floor Areas and Types and Fixture Counts

Concrete – 3,723 square feet

Plywood Stage – 530 square feet

Toilets – 5

Urinals – 1

Sinks – 5

Drinking Fountains – 2

**NOTE:** These areas and counts are approximate only, and provided to assist in developing your bids – it is the responsibility of the Vendor to measure and count accurately prior to bid submittal.

#### Cleaning Schedule and Limitations (if any)

**One day per month: (Monday) All monthly cleaning services are to be performed on Mondays between 6:00 PM and 6:00 AM. Please arrange for cleaning to take place after any scheduled facility rental or activity.**

#### MONTHLY Cleaning Services:

**Dusting.** High dust all fixtures, fans, and ledges.

**Windows.** Clean and wipe down all windows, windowsills, entrance doors, and folding doors (both inside and outside).

**Floor Service.** Machine scrub and rinse with auto scrubber.

**NOTE:** *From May through September (5 months), please scrub the floors on a bi-weekly basis.*

**On-call Cleaning Services following Facility Rentals:**

**Entrance Areas.** Police entrance areas to remove litter. Clean entrance door glass (4), frames, and handles. Clean large swing doors on side of building.

**Trash Removal.** Empty waste receptacles from all common areas and change liners as required. Remove trash and place in designated containers.

**Spot Cleaning.** Spot clean handprints and spillage from doors, walls, and switch plate covers.

**Kitchenette.** Empty waste receptacles, spot clean receptacles and walls around receptacles, insert new liners. Remove and place trash in designated containers. Wipe down counters and sink with disinfectant solution. Clean microwave inside and out.

**Floor Service.** Back pack vacuum floor, machine scrub and rinse with auto scrubber. Dust mop and wet mop stage.

**Restrooms.** Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers. This includes towels, toilet tissue, soap and feminine hygiene products where applicable. Empty waste receptacles and replace liners. Spot clean receptacles.

**Supplies.** Restock needed supplies as necessary.

**NOTE:**

Please provide two prices for this on-call service. One for service following a typical rental, and one for service following a heavy rental (above normal facility use involving heavy alcohol consumption).

**MEASUREMENT AND PAYMENT EXPLANATION:**

The units "Monthly" and "Bi-Weekly" shall include payment for all tools, labor, materials, cleaning supplies, paper goods, trash can liners, general custodial supplies, replacing and restocking paper goods, trash can liners, soaps, and any other equipment or items necessary for the acceptable cleaning of the City of Des Moines' facilities as outlined in Exhibits A through L. This includes all daily, weekly, bi-weekly, monthly, and quarterly cleaning services.

## CUSTODIAL SERVICES

### SERVICE SPECIFICATIONS SCHEDULE

#### Building to be serviced

Des Moines Beach Park Dining Hall – 22030 Cliff Ave. S., BLDG. B

#### Areas to be serviced

Dining Hall entrances, restroom alcove, kitchen areas, main event room, office, Kaffe Stugga room, janitor closet area, table and chair storage area, entry area by stairway leading upstairs, electrical room, and two restrooms. No services provided upstairs.

#### Approximate Floor Areas and Types and Fixture Counts

VCT – 539 square feet

Vinyl – 849 square feet

Hardwoods – 2,794 square feet

Toilets – 2

Urinals – 1

Sinks – 11

Drinking Fountains – 1

Floor Sinks -- 3

**NOTE:** These areas and counts are approximate only, and provided to assist in developing your bids – it is the responsibility of the Vendor to measure and count accurately prior to bid submittal.

#### Cleaning Schedule and Limitations (if any)

(Mondays) All bi-weekly, monthly, and quarterly cleaning services are to be performed on Mondays between 6:00 PM and 6:00 AM. Please arrange for cleaning to take place after any scheduled facility rental or activity.

#### BI-WEEKLY Cleaning Services:

**Windows.** Clean and wipe down the exterior window panes and windowsills around the perimeter of the building.

#### MONTHLY Cleaning Services:

**Windows.** Clean and wipe down the interior window panes, windowsills, and drink rails around the perimeter of the building.

**Floor Service.** Scrub and clean all hard surfaced floors.

**QUARTERLY Cleaning Services:**

**Floor Waxing.** Scrub and re-wax all vinyl composite tile (VCT) floors.

**NOTE:** *Relocate and return the tables and chairs in the storage area to facilitate waxing.*

**On-call Cleaning Services following Facility Rentals:**

**Entrance Areas.** Police entrance areas to remove litter. Clean entrance doors and door glass, frames, and handles.

**Trash Removal.** Empty waste receptacles from all common areas, spot clean receptacles, and change liners as required. Remove trash and place in designated containers.

**Spot Cleaning.** Spot clean handprints and spillage from doors, walls, and switch plate covers.

**Kitchen areas.** Empty waste receptacles, spot clean receptacles and walls around receptacles, insert new liners. Remove and place trash in designated containers. Wipe down counters and sinks and installed appliances with disinfectant solution.

**Floor Service.** Dust mop or vacuum main entrance areas, common areas, and main traffic areas completely. Spot mop spillage from floors.

**Restrooms.** Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers. This includes towels, toilet tissue, soap and feminine hygiene products where applicable. Empty waste receptacles and replace liners. Spot clean receptacles.

**Supplies.** Restock needed supplies as necessary.

**NOTE:**

Please provide two prices for this on-call service. One for service following a typical rental, and one for service following a heavy rental (above normal facility use involving heavy alcohol consumption).

**MEASUREMENT AND PAYMENT EXPLANATION:**

The units "Monthly" and "Bi-Weekly" shall include payment for all tools, labor, materials, cleaning supplies, paper goods, trash can liners, general custodial supplies, replacing and restocking paper goods, trash can liners, soaps, and any other equipment or items necessary for the acceptable cleaning of the City of Des Moines' facilities as outlined in Exhibits A through L. This includes all daily, weekly, bi-weekly, monthly, and quarterly cleaning services.

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August 19, 2015 Bid Opening @ 2:00 PM

Page One of One

CITY OF DES MOINES  
PUBLIC WORKS DEPARTMENT  
2016 -- 2018 City Custodial Services  
Bid Tabulation

Item Number	Item Description	Unit	Cleanings per Year	VARSITY FACILITY SERVICES		AMERICAN BUILDING SVCS	
				Unit Price	Annual Subtotal	Unit Price	Annual Subtotal
1	Exhibit A City Hall (Suites A-D)	Monthly	208	\$1,314.74	\$15,776.88	\$1,593.90	\$19,126.80
2	Exhibit B Beach Park Founder's Lodge	Monthly	52	\$259.18	\$3,110.16	\$189.96	\$2,279.52
3	Exhibit C Field House	Monthly	208	\$996.18	\$11,954.16	\$995.00	\$11,940.00
4	Exhibit C Field House -- Typical Rental	On-Call	15	\$53.33	\$799.95	\$90.00	\$1,350.00
5	Exhibit C Field House -- Heavy Rental	On-Call	20	\$73.33	\$1,466.60	\$90.00	\$1,800.00
6	Exhibit D Public Works Engineering	Monthly	104	\$313.87	\$3,766.44	\$452.92	\$5,435.04
7	Exhibit E Police Services Center	Monthly	156	\$1,218.78	\$14,625.36	\$1,724.00	\$20,688.00
8	Exhibit F Public Works Service Center	Monthly	156	\$528.36	\$6,340.32	\$661.00	\$7,932.00
9	Exhibit G Senior Activity Center	Monthly	260	\$1,296.49	\$15,557.88	\$1,256.66	\$15,079.92
10	Exhibit H PD Redondo Substation	Monthly	52	\$178.27	\$2,139.24	\$185.00	\$2,220.00
11	Exhibit I SJU Memorial Park Restroom	Monthly	257	\$745.00	\$8,940.00	\$921.66	\$11,059.92
12	Exhibit J Various City Buildings -- Maintenance Cleaning	Quarterly	4	\$150.00	\$600.00	\$915.00	\$3,660.00
13	Exhibit K Beach Park Auditorium	Monthly	17	\$60.00	\$720.00	\$205.00	\$2,460.00
14	Exhibit K Beach Park Auditorium -- Typical Rental	On-Call	104	\$30.00	\$3,120.00	\$100.00	\$10,400.00
15	Exhibit K Beach Park Auditorium -- Heavy Rental	On-Call	260	\$35.00	\$9,100.00	\$130.00	\$33,800.00
16	Exhibit L Beach Park Dining Hall	Bi-Weekly	26	\$35.00	\$910.00	\$171.50	\$4,459.00
17	Exhibit L Beach Park Dining Hall -- Typical Rental	On-Call	104	\$30.00	\$3,120.00	\$100.00	\$10,400.00
18	Exhibit L Beach Park Dining Hall -- Heavy Rental	On-Call	260	\$35.00	\$9,100.00	\$130.00	\$33,800.00
19	Price Per Square Foot for Steam Cleaning Carpet	On-Call		\$0.13		\$0.18	
20	Price Per Each for Steam Cleaning Chairs	On-Call		\$7.00		\$5.00	
				ANNUAL TOTAL:	\$111,146.99		\$197,890.20
				2016 -- 2018 CITY CUSTODIAL SERVICES TOTAL CONTRACT BID:	\$333,440.97		\$593,670.60

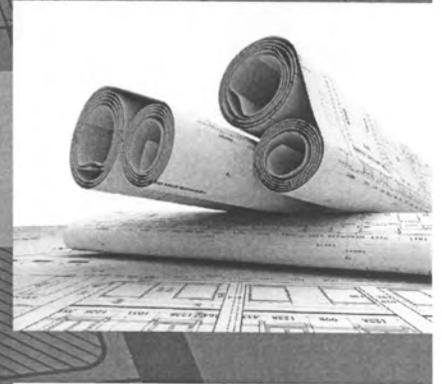
Varsity Facility Services misunderstood what they were bidding on, and have formally withdrawn their bid. Indicates minor math errors on the proposal that have since been corrected.

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# Contracting for Services

Guidelines for Local Governments  
in Washington State

November 2013



**MRSC**  
Municipal Research and Services Center



- recycling/disposal/litter pickup service
- vehicle inspection, lubricating and repair services
- HVAC system maintenance service
- office furnishings installation, refurbishment, and repair service

## Public Works Definitions

RCW 39.04.010(4): “Public work” means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein.

- All public works, including maintenance when performed by contract shall comply with chapter 39.12 RCW.
- “Public work” does not include work, construction, alteration, repair, or improvement performed under contracts entered into under RCW 36.102.060(4) or under development agreements entered into under RCW 36.102.060(7) or leases entered into under RCW 36.102.060(8).

WAC 296-127-010(7) (for purposes of prevailing wages):

(a) The term “public work” shall include:

(i) All work, construction, alteration, enlargement, improvement, repair, and/or demolition that is executed by contract, purchase order, or any other legal agreement and that is executed at the cost of the state of Washington or of any municipality. The source of the funding shall not determine the applicability of the statute, and may include, but is not limited to, such sources as those payments made through contracts with insurance companies on behalf of the insured state or municipality;

(ii) All work, construction, alteration, enlargement, improvement, repair, and/or demolition which, by law, constitutes a lien or charge on any property of the state or of a municipality;

(iii) All work, construction, alteration, repair, or improvement, other than ordinary maintenance that the state or a municipality causes to be performed by a private party through a contract to rent, lease, or purchase at least fifty percent of the project by one or more state agencies or municipalities, pursuant to RCW 39.04.260;

(iv) Maintenance, except ordinary maintenance as defined by (b)(iii) of this subsection, when performed by contract. Maintenance is defined as keeping existing facilities in good usable, operational condition;

(v) Janitorial and building service maintenance as defined by WAC 296-127-023, when performed by contract, on public buildings and/or assets; and

**Chapter 39.12 RCW****PREVAILING WAGES ON PUBLIC WORKS**

Complete Chapter | RCW Dispositions

**RCW Sections**

- 39.12.010 Definitions.
- 39.12.015 Industrial statistician to make determinations of prevailing rate.
- 39.12.020 Prevailing rate to be paid on public works and under public building service maintenance contracts -- Posting of statement of intent -- Exception.
- 39.12.021 Prevailing rate to be paid on public works -- Apprentice workers.
- 39.12.022 Vocationally handicapped -- Exemption from RCW 39.12.020 -- Procedure.
- 39.12.026 Surveys -- Applicability by county.
- 39.12.030 Contract specifications must state minimum hourly rate -- Stipulation for payment -- Residential and commercial construction work.
- 39.12.040 Statement of intent to pay prevailing wages, affidavit of wages paid -- Alternative procedure.
- 39.12.042 Compliance with RCW 39.12.040 -- Liability of public agencies to workers, laborers, or mechanics.
- 39.12.050 False statement or failure to file -- Penalty -- Unpaid wages lien against bond and retainage -- Prohibitions on bidding on future contracts -- Hearing.
- 39.12.055 Prohibitions on bidding on future contracts.
- 39.12.060 Director of labor and industries to arbitrate disputes.
- 39.12.065 Investigation of complaints -- Hearing -- Remedies -- Penalties.
- 39.12.070 Fees authorized for approvals, certifications, and arbitrations.
- 39.12.080 Public works administration account.
- 39.12.100 Independent contractors -- Criteria.
- 39.12.110 Failure to provide or allow inspection of records.
- 39.12.900 Severability -- 1945 c 63.

**Notes:**

Enforcement of wage claims: RCW 49.48.040.

Hours of labor on public works: Chapter 49.28 RCW.

Workers' compensation applicable to public works contracts: RCW 51.12.050, 51.12.070.

**39.12.015** << 39.12.020 >> **39.12.021**

## **RCW 39.12.020**

### **Prevailing rate to be paid on public works and under public building service maintenance contracts — Posting of statement of intent — Exception.**

The hourly wages to be paid to laborers, workers, or mechanics, upon all public works and under all public building service maintenance contracts of the state or any county, municipality or political subdivision created by its laws, shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the state where such labor is performed. For a contract in excess of ten thousand dollars, a contractor required to pay the prevailing rate of wage shall post in a location readily visible to workers at the job site: PROVIDED, That on road construction, sewer line, pipeline, transmission line, street, or alley improvement projects for which no field office is needed or established, a contractor may post the prevailing rate of wage statement at the contractor's local office, gravel crushing, concrete, or asphalt batch plant as long as the contractor provides a copy of the wage statement to any employee on request:

(1) A copy of a statement of intent to pay prevailing wages approved by the industrial statistician of the department of labor and industries under RCW **39.12.040**; and

(2) The address and telephone number of the industrial statistician of the department of labor and industries where a complaint or inquiry concerning prevailing wages may be made.

This chapter shall not apply to workers or other persons regularly employed by the state, or any county, municipality, or political subdivision created by its laws.

[2007 c 169 § 1; 1989 c 12 § 7; 1982 c 130 § 1; 1981 c 46 § 1; 1967 ex.s. c 14 § 1; 1945 c 63 § 1; Rem. Supp. 1945 § 10322-20.]

**Chapter 296-127 WAC**

Last Update: 9/22/09

**PREVAILING WAGE**

Complete Chapter | Show Dispositions

**WAC Sections**

- 296-127-010 Definitions for chapter 296-127 WAC.
- 296-127-011 Time for determining prevailing wage.
- 296-127-013 Scope of work descriptions.
- 296-127-01301 Certified asbestos abatement workers.
- 296-127-01303 Heat and frost insulators and asbestos workers.
- 296-127-01305 Boilermakers.
- 296-127-01306 Brick masons.
- 296-127-01308 Building service employees (janitors, waxers, and window washers).
- 296-127-01309 Cabinet makers.
- 296-127-01310 Carpenters.
- 296-127-01312 Carpenter tenders.
- 296-127-01313 Carpet and resilient floor layers.
- 296-127-01315 Cement masons.
- 296-127-01316 Diver and diver tender.
- 296-127-01317 Drywall applicators (drywall nailers and sheetrock installers).
- 296-127-01318 Drywall finishers (tapers).
- 296-127-01320 Power line construction electricians.
- 296-127-01322 Electronic technicians.
- 296-127-01323 Inside wireman electrician.
- 296-127-01325 Electrical fixture maintenance workers.
- 296-127-01327 Elevator constructors.
- 296-127-01328 Fence erectors and fence laborers.
- 296-127-01329 Flaggers.
- 296-127-01331 Glaziers.
- 296-127-01332 Hod carriers, mason tenders, and mortarmen.
- 296-127-01333 Heating equipment mechanics.
- 296-127-01334 Industrial power vacuum cleaner.
- 296-127-01335 Inland boatmen.
- 296-127-01337 Insulation applicators.
- 296-127-01339 Ironworkers.
- 296-127-01340 Laborers in utilities construction.
- 296-127-01342 Clean-up laborers.
- 296-127-01344 Laborers.
- 296-127-01346 Landscape construction.

- 296-127-01347 Lathers.
- 296-127-01349 Marble setters.
- 296-127-01351 Millwrights.
- 296-127-01352 Metal fabricators.
- 296-127-01354 Operating engineers (equipment operators).
- 296-127-01356 Painters.
- 296-127-01358 Pile drivers.
- 296-127-01360 Plasterers.
- 296-127-01362 Playground and park equipment installers.
- 296-127-01364 Plumbers, pipefitters, and steamfitters.
- 296-127-01367 Refrigeration mechanic.
- 296-127-01369 Remote controlled cleaning, inspection and sealing of underground sewer and water systems.
- 296-127-01370 Roofers.
- 296-127-01372 Sheet metal workers.
- 296-127-01374 Sign makers and sign installers.
- 296-127-01375 Sprinkler fitters.
- 296-127-01376 Stone masons.
- 296-127-01377 Outside telephone line construction.
- 296-127-01378 Telecommunication technicians.
- 296-127-01379 Terrazzo (artificial marble) workers.
- 296-127-01382 Terrazzo workers' helpers, tile and marble setters' helpers (finishers).
- 296-127-01384 Tile setters.
- 296-127-01386 Traffic control stripers.
- 296-127-01387 Power line clearance tree trimming.
- 296-127-01389 Utilities construction (underground sewers and water lines).
- 296-127-01391 Water well drillers, exploration drillers, water well pump installers, and equipment oilers.
- 296-127-01392 Stage rigging mechanics (nonstructural).
- 296-127-01393 Street sweepers (nonconstruction).
- 296-127-01394 Tinting and coating installer.
- 296-127-01396 Construction site surveyor.
- 296-127-014 Usual benefits.
- 296-127-01410 Information concerning prevailing wage usual benefits.
- 296-127-015 Applicability of prevailing wages for supervisors.
- 296-127-017 Notice of wage determinations.
- 296-127-018 Coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials.
- 296-127-019 Survey methodology.
- 296-127-020 Interpretation of phrases used in chapter 39.12 RCW.
- 296-127-021 Apprentice worker.
- 296-127-022 Overtime according to RCW 49.28.065 ,

- 296-127-023** Building service maintenance.
- 296-127-025** Applicability of joint federal-state standards.
- 296-127-026** Exemptions for sole owners and their spouses, partnerships, corporations, and employees of public agencies.
- 296-127-030** Irrigation district exemption.
- 296-127-040** Statement of intent to pay prevailing wages.
- 296-127-045** Affidavit of wages paid.
- 296-127-050** Filing of statements of intent to pay prevailing wages and affidavits of wages paid for contracts under two thousand five hundred dollars.
- 296-127-060** Director of department of labor and industries to arbitrate disputes—General provisions.
- 296-127-061** Requests for arbitration.
- 296-127-062** Conduct of arbitration hearing.
- 296-127-130** Filing of complaint.
- 296-127-140** Investigation of complaint.
- 296-127-150** Notice of violation.
- 296-127-160** Appeal of notice of violation.
- 296-127-170** Hearing on notice of violation.
- 296-127-180** Effect of final decision finding a violation of RCW **39.12.065** .
- 296-127-190** Filing of lien against retainage or bonds.
- 296-127-200** Surety bond payable to director.
- 296-127-210** Suit against retainage and bonds.
- 296-127-220** Distribution of recovery.
- 296-127-300** Filing and service.
- 296-127-310** List of violators.
- 296-127-320** Payroll.
- 296-127-400** Applicability.
- 296-127-410** Definitions.
- 296-127-420** Application for a subprevailing wage certificate.
- 296-127-430** Conditions for granting a subprevailing wage certificate.
- 296-127-440** Issuance of a subprevailing wage certificate.
- 296-127-450** Terms of subprevailing wage certificate.
- 296-127-460** Renewal of subprevailing wage certificate.
- 296-127-470** Review.
- 296-127-990** Severability.

296-127-022 << 296-127-023 >> 296-127-025

**WAC 296-127-023**

No agency filings affecting this section since 2003

**Building service maintenance.**

The "public building service maintenance contracts" referred to in RCW **39.12.020** shall mean janitorial service contracts and cover only work performed by janitors, waxers, shampooers, and window cleaners.

For all building service maintenance contracts, the prevailing wage rates which are in effect on the date when the bids are required to be submitted to the contract awarding public agency are the minimum prevailing wage rates which must be paid for the first year of such contracts and thereafter. However, any building service maintenance contract of more than one year duration, must include wage increase language recognizing the potential for future variance in applicable prevailing wage(s) and specifying that the wages which a contractor shall pay its employees must be altered annually to recognize and follow the most recently promulgated increases in prevailing wages each year after the first year of the contract period. The cost of the increases in the wages due employees shall be borne by the contract awarding agency.

[Statutory Authority: Chapters **39.04** and **39.12** RCW and RCW **43.22.270**. WSR 88-22-046 (Order 88-22), § 296-127-023, filed 10/31/88.]



PLANNING, BUILDING AND PUBLIC WORKS  
www.desmoineswa.gov  
21650 11TH AVENUE SOUTH  
DES MOINES, WASHINGTON 98198-6317  
(206) 870-6522 FAX (206) 870-6596



August 25, 2015

Varsity Facility Services  
**ATTN: MISKER AREFEAYNE**  
1502 Pike Street NW Suite 1  
Auburn, WA. 98001

RE: 2016 – 2018 CITY CUSTODIAL SERVICES BID PROPOSAL

Dear Mr. Arefeayne –

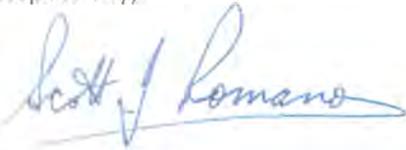
In the process of reviewing your proposal, and performing our due diligence, we have come across what appears to be a possible irregular proposal. Specifically, the abnormally low prices for bid items 4 – Exhibit C Field House – Typical Rental, 5 – Exhibit C Field House – Heavy Rental, 12 – Exhibit J Various City Buildings – Maintenance Cleaning, 13 – Exhibit K Beach Park Auditorium, 14 – Exhibit K Beach Park Auditorium – Typical Rental, 15 – Exhibit K Beach Park Auditorium – Heavy Rental, 16 – Exhibit L Beach Park Dining Hall, 17 – Exhibit L Beach Park Dining Hall – Typical Rental, and 18 – Exhibit L Beach Park Dining Hall – Heavy Rental. Please provide us with the following information pertaining to these bid items:

1. Bid Item 4 – A complete breakdown of the labor, materials, consumables, and equipment used to estimate your proposal amount for the required scope of work (copy attached) to ensure compliance with the required minimum prevailing wage rates (copy included) and associated Contract Documents.
2. Bid Item 5 – A complete breakdown of the labor, materials, consumables, and equipment used to estimate your proposal amount for the required scope of work (copy attached) to ensure compliance with the required minimum prevailing wage rates (copy included) and associated Contract Documents.
3. Bid Item 12 -- A complete breakdown of the labor, materials, consumables, and equipment used to estimate your proposal amount for the required scope of work (copy attached) to ensure compliance with the required minimum prevailing wage rates (copy included) and associated Contract Documents.
4. Bid Item 13 -- A complete breakdown of the labor, materials, consumables, and equipment used to estimate your proposal amount for the required scope of work (copy attached) to ensure compliance with the required minimum prevailing wage rates (copy included) and associated Contract Documents.
5. Bid Item 14 -- A complete breakdown of the labor, materials, consumables, and equipment used to estimate your proposal amount for the required scope of work (copy attached) to ensure compliance with the required minimum prevailing wage rates (copy included) and associated Contract Documents.
6. Bid Item 15 -- A complete breakdown of the labor, materials, consumables, and equipment used to estimate your proposal amount for the required scope of work (copy attached) to ensure compliance with the required minimum prevailing wage rates (copy included) and associated Contract Documents.
7. Bid Item 16 -- A complete breakdown of the labor, materials, consumables, and equipment used to estimate your proposal amount for the required scope of work (copy attached) to ensure compliance with the required minimum prevailing wage rates (copy included) and associated Contract Documents.

8. Bid Item 17 -- A complete breakdown of the labor, materials, consumables, and equipment used to estimate your proposal amount for the required scope of work (copy attached) to ensure compliance with the required minimum prevailing wage rates (copy included) and associated Contract Documents.
9. Bid Item 18 -- A complete breakdown of the labor, materials, consumables, and equipment used to estimate your proposal amount for the required scope of work (copy attached) to ensure compliance with the required minimum prevailing wage rates (copy included) and associated Contract Documents.

We look forward to receiving this information promptly (prior to 3:30 PM on Thursday, August 27, 2015), so that we may conclude our review of your proposal.

Respectfully,

A handwritten signature in blue ink that reads "Scott J. Romano". The signature is written in a cursive style with a long horizontal stroke at the end.

Scott J. Romano  
CIP Project Manager

Cc: Dan Brewer, Planning, Building and Public Works Director

State of Washington  
 Department of Labor & Industries  
 Prevailing Wage Section - Telephone 360-902-5335  
 PO Box 44540, Olympia, WA 98504-4540

### Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

#### Journey Level Prevailing Wage Rates for the Effective Date: 08/19/2015

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
King	Building Service Employees	Janitor	\$21.29	5S	2F	
King	Building Service Employees	Traveling Waxer/Shampooer	\$21.70	5S	2F	
King	Building Service Employees	Window Cleaner (Non-Scaffold)	\$24.94	5S	2F	
King	Building Service Employees	Window Cleaner (Scaffold)	\$25.80	5S	2F	

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## CUSTODIAL SERVICES

### SERVICE SPECIFICATIONS SCHEDULE

#### Building to be serviced

Des Moines Field House – 1000 S. 220<sup>th</sup> St.

#### Areas to be serviced

Main Floor: Office and gym entrances, executive and administrative offices, common areas, hallway, gym floor, and restroom.

Basement: Open common area, kitchen, hallways, daycare area, and restrooms.

#### Approximate Floor Areas and Types and Fixture Counts

Carpet – 347 square feet

Tile – 336 square feet

Hardwoods – 5,044 square feet

Vinyl – 2,851 square feet

Toilets – 6

Urinals -- 1

Sinks – 5

Drinking Fountains -- 1

**NOTE:** These areas and counts are approximate only, and provided to assist in developing your bids – it is the responsibility of the Vendor to measure and count accurately prior to bid submittal.

#### Cleaning Schedule and Limitations (if any)

**Four nights per week:** Main floor (Sunday, Tuesday, Wednesday, Thursday) *between 10:00 PM and 6:00 AM*. Please arrange for cleaning to take place after any scheduled facility rental or activity.

**One night per week:** Basement open common area, kitchen, hallways, daycare area, and restrooms (Sunday) *between 10:00 PM and 6:00 AM*. Please arrange for cleaning to take place after any scheduled facility rental or activity.

#### DAILY Cleaning Services:

**Trash Removal.** Empty waste receptacles and change liners as required. Remove trash and place in designated containers.

**Floor Service.** Dust mop or vacuum main entrance area, common areas and main traffic areas completely. Spot mop spillage from floors and spot clean spillage from carpets as needed.

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EXHIBIT C

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**Restrooms.** Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers. This includes towels, toilet tissue, soap and feminine hygiene products where applicable. Empty waste receptacles and replace liners. Spot clean receptacles.

**Supplies.** Restock needed supplies as necessary.

#### WEEKLY Cleaning Services:

**Floor Service.** Dust mop and wet mop all hard surface floors and vacuum all carpeting completely.

**Kitchen/Lunchroom.** Empty waste receptacles and spot clean, insert new liners. Remove and place trash in designated containers. Vacuum or dust mop and wet mop floors. Wipe down counters, sinks, tables and chairs and refrigerator. Clean microwave inside and out.

**Dusting.** Dust tops of partitions, ledges and windowsills in office areas and remove cobwebs.

**Telephones.** Clean and sanitize telephones weekly.

#### MONTHLY Cleaning Services:

**Floor Service.** Vacuum edges of carpets and baseboards.

**Spot Cleaning.** Spot clean handprints and spillage from doors, walls, and switch plate covers and partition glass where accessible.

#### On-call Cleaning Services following Facility Rentals:

**Entrance Areas.** Police entrance areas to remove litter. Clean entrance doors and door glass, frames, and handles.

**Trash Removal.** Empty waste receptacles from all common areas, spot clean receptacles, and change liners as required. Remove trash and place in designated containers.

**Spot Cleaning.** Spot clean handprints and spillage from doors, walls, and switch plate covers.

**Kitchen areas.** Empty waste receptacles, spot clean receptacles and walls around receptacles, insert new liners. Remove and place trash in designated containers. Wipe down counters and sinks and installed appliances with disinfectant solution.

**Floor Service.** Dust mop or vacuum main entrance areas, common areas, and main traffic areas completely. Spot mop spillage from floors.

**Restrooms.** Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers. This includes towels, toilet tissue, soap and feminine hygiene products where applicable. Empty waste receptacles and replace liners. Spot clean receptacles.

**Supplies.** Restock needed supplies as necessary.

**NOTE:**

Please provide two prices for this on-call service. One for service following a typical rental, and one for service following a heavy rental (above normal facility use involving heavy alcohol consumption).

**MEASUREMENT AND PAYMENT EXPLANATION:**

The units "Monthly" and "Bi-Weekly" shall include payment for all tools, labor, materials, cleaning supplies, paper goods, trash can liners, general custodial supplies, replacing and restocking paper goods, trash can liners, soaps, and any other equipment or items necessary for the acceptable cleaning of the City of Des Moines' facilities as outlined in Exhibits A through L. This includes all daily, weekly, bi-weekly, monthly, and quarterly cleaning services.

**CUSTODIAL SERVICES EXHIBIT J**Restrooms in need of "MAINTENANCE" cleaning every three months:

- City Hall Suite A (Men and Women including shower) – *Exhibit A*
- City Hall Suite C (Public Restrooms for Men and Women) – *Exhibit A*
- City Hall Suite D (Men and Women) – *Exhibit A*
- Public Works Engineering Upstairs (Men and Women) – *Exhibit D*
- Public Works Engineering Downstairs (Both Restrooms including shower) – *Exhibit D*
- Field House Upstairs – *Exhibit C*
- Field House Downstairs (Men and Women) – *Exhibit C*
- Public Works Service Center (Men and Women including showers) – *Exhibit F*

For the purposes of this Exhibit, "MAINTENANCE" cleaning means:

- Machine scrubbing and disinfecting all floor surfaces.
- Scrubbing and disinfecting wall surfaces and toilet stall partitions.
- Scrubbing and disinfecting all toilets, sinks, urinals, and other restroom fixtures (including de-scaling).

Kitchen areas in need of "MAINTENANCE" cleaning every three months:

- City Hall Suite A – *Exhibit A*
- City Hall Suite D – *Exhibit A*
- Public Works Engineering (Upstairs and Downstairs) – *Exhibit D*
- Public Works Service Center – *Exhibit F*

For the purposes of this Exhibit, "MAINTENANCE" cleaning means:

- Machine scrubbing and disinfecting all floor surfaces.
- Scrubbing and disinfecting all table and counter surfaces.
- Scrubbing and disinfecting all sinks.
- Scrubbing and cleaning all microwave interior surfaces.

**Cleaning Schedule and Limitations (if any)**

**This work needs to be completed during the allowable days/times given in the applicable Exhibits.**

## CUSTODIAL SERVICES

### SERVICE SPECIFICATIONS SCHEDULE

#### Building to be serviced

Des Moines Beach Park Auditorium – 22030 Cliff Ave. S., BLDG. D

#### Areas to be serviced

Auditorium entrance, kitchenette, open meeting room, stage, and two restrooms.

#### Approximate Floor Areas and Types and Fixture Counts

Concrete – 3,723 square feet

Plywood Stage – 530 square feet

Toilets – 5

Urinals – 1

Sinks – 5

Drinking Fountains – 2

**NOTE:** These areas and counts are approximate only, and provided to assist in developing your bids – it is the responsibility of the Vendor to measure and count accurately prior to bid submittal.

#### Cleaning Schedule and Limitations (if any)

**One day per month: (Monday)** All monthly cleaning services are to be performed on Mondays between 6:00 PM and 6:00 AM. Please arrange for cleaning to take place after any scheduled facility rental or activity.

#### MONTHLY Cleaning Services:

**Dusting.** High dust all fixtures, fans, and ledges.

**Windows.** Clean and wipe down all windows, windowsills, entrance doors, and folding doors (both inside and outside).

**Floor Service.** Machine scrub and rinse with auto scrubber.

**NOTE:** *From May through September (5 months), please scrub the floors on a bi-weekly basis.*

**On-call Cleaning Services following Facility Rentals:**

**Entrance Areas.** Police entrance areas to remove litter. Clean entrance door glass (4), frames, and handles. Clean large swing doors on side of building.

**Trash Removal.** Empty waste receptacles from all common areas and change liners as required. Remove trash and place in designated containers.

**Spot Cleaning.** Spot clean handprints and spillage from doors, walls, and switch plate covers.

**Kitchenette.** Empty waste receptacles, spot clean receptacles and walls around receptacles, insert new liners. Remove and place trash in designated containers. Wipe down counters and sink with disinfectant solution. Clean microwave inside and out.

**Floor Service.** Back pack vacuum floor, machine scrub and rinse with auto scrubber. Dust mop and wet mop stage.

**Restrooms.** Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers. This includes towels, toilet tissue, soap and feminine hygiene products where applicable. Empty waste receptacles and replace liners. Spot clean receptacles.

**Supplies.** Restock needed supplies as necessary.

**NOTE:**

Please provide two prices for this on-call service. One for service following a typical rental, and one for service following a heavy rental (above normal facility use involving heavy alcohol consumption).

**MEASUREMENT AND PAYMENT EXPLANATION:**

The units "Monthly" and "Bi-Weekly" shall include payment for all tools, labor, materials, cleaning supplies, paper goods, trash can liners, general custodial supplies, replacing and restocking paper goods, trash can liners, soaps, and any other equipment or items necessary for the acceptable cleaning of the City of Des Moines' facilities as outlined in Exhibits A through L. This includes all daily, weekly, bi-weekly, monthly, and quarterly cleaning services.

## CUSTODIAL SERVICES

### SERVICE SPECIFICATIONS SCHEDULE

#### Building to be serviced

Des Moines Beach Park Dining Hall – 22030 Cliff Ave. S., BLDG. B

#### Areas to be serviced

Dining Hall entrances, restroom alcove, kitchen areas, main event room, office, Kaffe Stugga room, janitor closet area, table and chair storage area, entry area by stairway leading upstairs, electrical room, and two restrooms. No services provided upstairs.

#### Approximate Floor Areas and Types and Fixture Counts

VCT – 539 square feet

Vinyl – 849 square feet

Hardwoods – 2,794 square feet

Toilets – 2

Urinals – 1

Sinks – 11

Drinking Fountains – 1

Floor Sinks -- 3

**NOTE:** These areas and counts are approximate only, and provided to assist in developing your bids – it is the responsibility of the Vendor to measure and count accurately prior to bid submittal.

#### Cleaning Schedule and Limitations (if any)

**(Mondays)** All bi-weekly, monthly, and quarterly cleaning services are to be performed on Mondays *between 6:00 PM and 6:00 AM*. Please arrange for cleaning to take place after any scheduled facility rental or activity.

#### BI-WEEKLY Cleaning Services:

**Windows.** Clean and wipe down the exterior window panes and windowsills around the perimeter of the building.

#### MONTHLY Cleaning Services:

**Windows.** Clean and wipe down the interior window panes, windowsills, and drink rails around the perimeter of the building.

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EXHIBIT L

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**Floor Service.** Scrub and clean all hard surfaced floors.

**QUARTERLY Cleaning Services:**

**Floor Waxing.** Scrub and re-wax all vinyl composite tile (VCT) floors.

*NOTE: Relocate and return the tables and chairs in the storage area to facilitate waxing.*

**On-call Cleaning Services following Facility Rentals:**

**Entrance Areas.** Police entrance areas to remove litter. Clean entrance doors and door glass, frames, and handles.

**Trash Removal.** Empty waste receptacles from all common areas, spot clean receptacles, and change liners as required. Remove trash and place in designated containers.

**Spot Cleaning.** Spot clean handprints and spillage from doors, walls, and switch plate covers.

**Kitchen areas.** Empty waste receptacles, spot clean receptacles and walls around receptacles, insert new liners. Remove and place trash in designated containers. Wipe down counters and sinks and installed appliances with disinfectant solution.

**Floor Service.** Dust mop or vacuum main entrance areas, common areas, and main traffic areas completely. Spot mop spillage from floors.

**Restrooms.** Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers. This includes towels, toilet tissue, soap and feminine hygiene products where applicable. Empty waste receptacles and replace liners. Spot clean receptacles.

**Supplies.** Restock needed supplies as necessary.

**NOTE:**

Please provide two prices for this on-call service. One for service following a typical rental, and one for service following a heavy rental (above normal facility use involving heavy alcohol consumption).

**MEASUREMENT AND PAYMENT EXPLANATION:**

The units "Monthly" and "Bi-Weekly" shall include payment for all tools, labor, materials, cleaning supplies, paper goods, trash can liners, general custodial supplies, replacing and restocking paper goods, trash can liners, soaps, and any other equipment or items necessary for the acceptable cleaning of the City of Des Moines' facilities as outlined in Exhibits A through L. This includes all daily, weekly, bi-weekly, monthly, and quarterly cleaning services.



August 26, 2015

To Scott J. Romano  
CIP Project Manager

Re 016-2018 City Custodial Services bid Proposal

Dear Mr. Romano,

On our pricing our understanding was a minimum hourly bid price for on-call services, and bill total hours spent to clean the building after work is completed. Since you clarify on your mail the pricing schedule we have made the pricing change to reflect the exact amount on each on-call services. The new pricing reflect all the necessary expenses including labor, material, equipment, and consumables to complete each task per month.

I apologize for the misunderstanding on the on- call service pricing. Hope this adjustment will give you more clarity. Please don't hesitate to call me if you have any more questions.

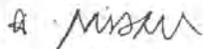
As a Des Moines longtime resident this is not only business for me. It is my city, and would appreciate to do my part in any way I possibly can.

1. Bid time # 4
  - a. Labor allocated a minimum 2hrs per cleaning. Consumables for 60 guests fully stocking all dispenser. We use backpack vacuums, treated dust mops, certified Green cleaning chemicals. For open rental spaces we use auto scrubbers to reduce labor, and to improve quality.
  - b. The scope work is used to calculate the amount of hour that is needed to clean during that specific service. For example we estimated to clean an area up to 3,500 SF per hour on open spaces cleaning and 750 SF per hour in the restroom cleaning.
  - c. Minimum wage and benefits (health and welfare, retirement) added to reflect \$21.29 per hour wages.
2. Bid Item # 5
  - a. Labor allocated at 3hrs per cleaning. Consumable pricing includes fully stocking all dispensers.
  - b. During heavy cleaning we calculated to clean up to 3000 SF per hour in open areas and 600 SF per hour restroom cleaning.

3. Bid Item # 12
  - a. We use a Compass machine to clean walls, and we will use side by side to scrub floors. This compass machine is designed to save labor up to 50 % from the traditional way. Total labor on regular cleaning calculated at 14hrs to complete the task. With compass the labor calculated at 10hrs.
  - b. Minimum wage and benefits (health and welfare, retirement) added to reflect \$21.70 per hour wages.
4. Bid time # 13
  - a. Labor allocated at 2hrs per cleaning. The consumables includes fully stocking all dispensers.
  - b. Based on the type of floor we estimated to clean up to 4,000 SF per hour on concrete floors sweeping and spot mopping. Restroom up to 750 SF per hour cleaning that includes stocking, cleaning toilets, sinks, urinals, sweeping and mopping, and spot cleaning touch points.
  - c. Minimum wage and benefits (health and welfare, retirement) added to reflect \$21.29 per hour wages.
5. Bid time #14
  - a. Labor allocated a minimum 2hrs per cleaning. Consumables for 60 guests fully stocking all dispenser. We use backpack vacuums, treated dust mops, certified Green cleaning chemicals. For open rental spaces we use auto scrubbers to reduce labor, and to improve quality.
  - b. Restroom cleaning and stocking, Dust mopping and spot mopping floors, clean all touch points, removing all trash.
  - c. Minimum wage and benefits (health and welfare, retirement) added to reflect \$21.29 per hour wages.
6. Bid time # 15
  - a. Labor allocated a minimum 3hrs per cleaning. Consumables for 60 guests fully stocking all dispenser. We use backpack vacuums, treated dust mops, certified Green cleaning chemicals. For open rental spaces we use auto scrubbers to reduce labor, and to improve quality.
  - b. Restroom cleaning and stocking, Dust mopping and spot mopping floors, clean all touch points, removing all trash.
  - c. Minimum wage and benefits (health and welfare, retirement) added to reflect \$21.29 per hour wages.
7. Bid time #16, and 17
  - a. Labor allocated a minimum 2hrs per cleaning. Consumables for 60 guests fully stocking all dispenser. We use backpack vacuums, treated dust mops, certified Green cleaning chemicals. For open rental spaces we use auto scrubbers to reduce labor, and to improve quality.

- b. Based on the type of floor we estimated to clean up to 5000 SF per hour on wood floors sweeping and spot mopping. Restroom stocking, cleaning toilets, sinks and urinals sweeping and mopping, and spot cleaning touch points.
  - c. Minimum wage and benefits (health and welfare, retirement) added to reflect \$21.29 per hour wages.
8. Item # 18
- a. Labor allocated a minimum 3hrs per cleaning. Consumables for 60 guests fully stocking all dispenser. We use backpack vacuums, treated dust mops, certified Green cleaning chemicals. For open rental spaces we use auto scrubbers to reduce labor, and to improve quality.
  - b. Restroom cleaning and stocking, Dust mopping and spot mopping floors, clean all touch points, removing all trash.
  - c. Minimum wage and benefits (health and welfare, retirement) added to reflect \$21.29 per hour wages.

Respectfully,



Misker Arefeayne

District Manager

206-369-0894

2016 -- 2018 CITY CUSTODIAL SERVICES

Item Number	Item Description	Unit	Unit Price	Cleanings per Year	Annual Subtotal
1	Exhibit A City Hall (Suites A-D)	Monthly	\$ 75.86	208	\$ 15,777.00
2	Exhibit B Beach Park Founder's Lodge	Monthly	\$ 59.50	52	\$ 3,094.00
3	Exhibit C Field House	Monthly	\$ 53.34	208	\$ 11,093.00
4	Exhibit C Field House -- Typical Rental	On-Call	\$ 86.19	15	\$ 1,292.85
5	Exhibit C Field House -- Heavy Rental	On-Call	\$ 99.11	20	\$ 1,982.37
6	Exhibit D Public Works Engineering	Monthly	\$ 36.22	104	\$ 3,766.00
7	Exhibit E Police Services Center	Monthly	\$ 93.75	156	\$ 14,625.00
8	Exhibit F Public Works Service Center	Monthly	\$ 40.64	156	\$ 6,340.00
9	Exhibit G Senior Activity Center	Monthly	\$ 59.84	260	\$ 15,558.00
10	Exhibit H PD Redondo Substation	Monthly	\$ 41.13	52	\$ 2,139.00
11	Exhibit I SJU Memorial Park Restroom	Monthly	\$ 34.75	257	\$ 8,941.00
12	Exhibit J Various City Buildings -- Maintenance Cleaning	Quarterly	\$ 277.76	4	\$ 1,111.04
13	Exhibit K Beach Park Auditorium	Monthly	\$ 60.03	17	\$ 1,020.00
14	Exhibit K Beach Park Auditorium -- Typical Rental	On-Call	\$ 80.43	104	\$ 8,364.72

PROPOSAL  
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2016 -- 2018 CITY CUSTODIAL SERVICES

Item Number	Item Description	Unit	Unit Price	Cleanings per Year	Annual Subtotal
15	Exhibit K Beach Park Auditorium -- Heavy Rental	On-Call	\$ 90.33	260	\$ 23,485.80
16	Exhibit L Beach Park Dining Hall	Bi-Weekly	\$ 80.43	104	\$ 8,364.72
17	Exhibit L Beach Park Dining Hall -- Typical Rental	On-Call	\$ 80.43	104	\$ 8,364.72
18	Exhibit L Beach Park Dining Hall -- Heavy Rental	On-Call	\$ 90.43	260	\$ 23,511.80
19	Price Per Square Foot for Steam Cleaning Carpet	On-Call	\$ 0.07		
20	Price Per Each for Steam Cleaning Chairs	On-Call	\$ 7.00/chair		

ANNUAL TOTAL: \$ 158,831.02

2016 -- 2018 CITY CUSTODIAL SERVICES TOTAL CONTRACT BID: \$ 158,831.02

**NOTE: Total Contract Bid amount is NOT a guarantee of services, but an estimated annual amount that may or may not be fulfilled.**

**MEASUREMENT AND PAYMENT EXPLANATION:**

The units "Monthly" and "Bi-Weekly" shall include payment for all tools, labor, materials, cleaning supplies, paper goods, trash can liners, general custodial supplies, replacing and restocking paper goods, trash can liners, soaps, and any other equipment or items necessary for the acceptable cleaning of the City of Des Moines' facilities as outlined in Exhibits A through L. This includes all daily, weekly, bi-weekly, monthly, and quarterly cleaning services.

PROPOSAL  
3 OF 4

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PLANNING, BUILDING AND PUBLIC WORKS  
www.desmoineswa.gov  
21650 11TH AVENUE SOUTH  
DES MOINES, WASHINGTON 98198-6317  
(206) 870-6522 FAX (206) 870-6596



August 27, 2015

Varsity Facility Services  
**ATTN: MISKER AREFEAYNE**  
1502 Pike Street NW Suite 1  
Auburn, WA. 98001

RE: 2016 – 2018 CITY CUSTODIAL SERVICES BID PROPOSAL

Dear Mr. Arefeayne –

Thank you for your e-mailed responses to the letter dated August 25, 2015. At this point, we can't allow you to simply alter your proposal. The City has reviewed your responses, and still believes your proposal to be an irregular proposal. That being said, the City is offering you the following two (2) options:

1. You can perform **ALL** of the work and services outlined in the Exhibits (A through L), **AND** comply with the required prevailing wage rates; for the unit bid prices shown in your original proposal which was opened on August 19, 2015 at 2:00 PM. This may result in the City formally rejecting your proposal as irregular and non-responsive.
2. You can formally withdraw your original proposal which was opened on August 19, 2015 at 2:00 PM. If your bid is formally withdrawn by 3:30 PM on August 28, 2015, the City agrees not to seek forfeiture of your bid bond.

We look forward to receiving your written choice of the above options promptly (prior to 3:30 PM on Friday, August 28, 2015), so that we may conclude the proposal review process.

Respectfully,

Scott J. Romano  
CIP Project Manager

Cc: Dan Brewer, Planning, Building and Public Works Director

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**Scott Romano**

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**From:** Misker arefeayne <marefeayne@varsityfs.com>  
**Sent:** Thursday, August 27, 2015 10:03 AM  
**To:** Scott Romano  
**Cc:** Dan Brewer  
**Subject:** RE: 2016 -- 2018 CITY CUSTODIAL SERVICES BID PROPOSAL OPTIONS

Mr. Romano,

I have read your letter, and the options that you have presented to us. As I said in my previous e mail we have misunderstood the on - Call services when we propose the pricing. We did a minimum pricing for all on call services not the entire price for the service that will be rendered. Because of that we had to adjust our pricing to make the pricing right.

On your first option you simply asking us to accept the pricing we propose, so that you can reject our bid as non-responsive. Either options are going to make any difference on the city's decision on who is going to be awarded to this contract.

The second proposal is just to withdraw our bid, therefore we won't lose our bid-bond money on the process. We were hoping a face to face meeting to address all the concerns before your final decision on the matter. To be fair to approach all the bidders to get the best price, and quality service for the city. Since this was a misunderstanding we thought the city would consider, and negotiate the final pricing. This happen in any bid we have been participated in the past.

We also presented several references that we work with to look at our body of work history with different state and county customers. We are one of the largest Janitorial contractors for the stare of WA. We also service over 40 building for Snohomish county. We were hoping to work with you to make this work for the city, with reasonable price and quality of work.

Since there is no alternative for us, **we have decided to withdraw our bid at this time.**

We sincerely thank you for this opportunity,

**Misker Arefeayne** | District Manager  
Varsity Facility Services | North west region

[marefeayne@varsityfs.com](mailto:marefeayne@varsityfs.com) | [www.varsityfs.com](http://www.varsityfs.com)

253.218.0794 (Office) | 206.369.0894 (Cell) | 253.218.0597 (Fax)



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