

AGENDA

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

February 11, 2016 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORT

Item 1: MONTHLY FINANCIAL REPORT

Item 2: SALTWATER BRIDGE AWARD

CONSENT AGENDA

Page 1 Item 1: APPROVAL OF MINUTES

Motion is to approve the minutes from the January 7th and January 14, 2016 regular City Council meetings.

Page 13 Item 2: 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	#145737-145921	\$ 780,890.48
Electronic Wire Transfers	#654-663	\$ 335,492.87
Payroll Checks	#18757-18760	\$ 4,346.45
Payroll Direct Deposit	#50001-50169	\$ 298,057.96
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers:		\$1,418,787.76

Page 15 Item 3: 2015 SCHOOL OF DISTINCTION AWARD PROCLAMATION: NORTH HILL ELEMENTARY SCHOOL

Motion is to approve the Proclamation congratulating North Hill Elementary School for receiving the 2015 School of Distinction Award.

Page 19 Item 4: SETTING PUBLIC HEARING DATE FOR DRAFT ORDINANCE 15-176, PACIFIC RIDGE COMMERCIAL ZONE MIXED USE LIMITATIONS

Motion is to adopt Draft Resolution No. 15-176 setting a public hearing on March 10, 2016 to consider Draft Ordinance 15-176 amending chapter 18.52.010B, Permitted Uses Commercial Use Chart DMMC.

Page 29 Item 5: FIELD HOUSE ROOF REPLACEMENT
Motion 1 is to approve the staff recommended 2016 Fund 506n project reprioritizations, and proceed with the Field House Roof Replacement in 2016.

Motion 2 is to direct Administration to propose a 2016 budget amendment reallocating funds between approved project budgets to cover the cost of this project.

Page 37 Item 6: CONSTRUCTION CONTRACT AWARD FOR CONSULTING AGREEMENT FOR CONSTRUCTION ADMINISTRATION & INSPECTION SERVICES FOR THE BOARDWALK REPAIR PROJECT

Motion 1 is to approve the Public Works Contract with _____ (Contractor), for the Redondo Boardwalk Repair Project, in the amount of \$_____, authorize a project contingency in the amount of \$_____, and further authorize the City Manager to sign said Contract substantially in the form as submitted after the Washington State Department of Transportation provides approval to award.

Motion 2 is to approve Supplemental Agreement Number 3 with Exeltech Consulting Inc. for the Construction Administration and Inspection Services of the Redondo Boardwalk Repair Project in the amount of \$379,524.59, authorize a project contingency of \$20,000.00, and further authorize the City Manager to sign said Task Order substantially in the form as submitted.

Page 167 Item 7: CITY MANAGER SEPARATION AGREEMENT

Motion is to approve the separation agreement between the City of Des Moines and the City Manager and authorize the Mayor to sign it substantially in the form as submitted.

Page 175 Item 8: PROFESSIONAL SERVICES CONTRACT FOR CONDUCTING AN EXECUTIVE RECRUITMENT

Motion is to authorize the City Manager to execute a professional services contract with Strategic Government Resources (SGR) for the recruitment and selection of a City Manager.

Page 181 Item 9: MANDATORY FURLOUGHS

Motion is to adopt Draft Resolution No. 16-009 implementing mandatory furloughs for the City's regular non-represented employees, for the period beginning March 1, 2016 and ending December 31, 2016.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

Page 187 Item 1: DRAFT ORDINANCE 15-206 RELATED TO PUBLIC NOTICE REQUIREMENTS FOR ESSENTIAL PUBLIC FACILITIES (EPFs)

Staff Presentation: Community Development Manager
Denise Lathrop

NEW BUSINESS

Page 197 Item 1: RE-ORGANIZATION OF TITLE 3 DMMC

Staff Presentation: Finance Director Donyele Mason

NEXT MEETING DATE

February 18, 2016 City Council Meeting

ADJOURNMENT

MINUTES

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

January 7, 2016 – 7:00 p.m.

CALL TO ORDER

Councilmember Kaplan called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Kaplan.

SWEARING IN OF COUNCILMEMBERS

Councilmember Kaplan called Councilmember Luisa Bangs to the podium to be sworn in by her daughter, Ariel.

Councilmember Kaplan called Councilmember Jeremy Nutting to the podium to be sworn in by his wife, Yvonne and daughters, Natalie and Lilah.

Councilmember Kaplan called Councilmember Robert K. Back to the podium to be sworn in by Chaplain Nick Lembo.

Chaplain Nick Lembo performed an invocation.

Councilmember Kaplan acknowledged King County Councilmember Dave Upthegrove, who was in attendance.

ROLL CALL

Council present: Councilmembers Dave Kaplan, Jeremy Nutting, Melissa Musser, Matt Pina, Luisa Bangs, Robert K Back and Vic Pennington.

Staff present: City Manager Tony Piasecki; City Attorney Pat Bosmans; Assistant City Manager Michael Matthias; Municipal Court Judge Lisa Leone; Planning, Building and Public Works Director Dan Brewer; Police Chief George Delgado; Marina Maintenance Manager Scott Wilkins; Parks, Recreation & Senior Services Director Patrice Thorell; Finance Director Dunyele Mason; City Clerk Bonnie Wilkins.

SELECTION OF MAYOR

Councilmember Kaplan called for nominations for Mayor.

Councilmember Pennington nominated Councilmember Pina as Mayor for 2016-2017.

Councilmember Kaplan asked three times if there were any other nominations. Seeing none City Clerk Wilkins called the vote.

Councilmember Pina was unanimously elected as Mayor.

SELECTION OF MAYOR PRO TEM

Mayor Pina called for nominations for Mayor Pro Tem.

Councilmember Musser nominated Vic Pennington as Mayor Pro Tem for 2016-2017.

Mayor Pina asked if there were any other nominations. Seeing none City Clerk Wilkins called the vote.

Councilmember Pennington was unanimously elected as Mayor Pro Tem.

Mayor Pina thanked the Council and the public for their support.

Mayor Pro Tem Pennington thanked the Council and the public for their support.

Councilmember Back thanked the public for their support.

Councilmember Bangs thanked everyone for their support.

Councilmember Nutting thanked his wife and children for their support and also thanked the Community.

Councilmember Musser thanked Councilmember Kaplan for his years of service and for his work as Mayor.

Councilmember Kaplan addressed the public, thanked Council for their past support and acknowledged former Councilmember Carmen Scott's birthday.

At 7:41 p.m. Council took a 10 minute break and resumed the regular meeting at 7:55 p.m.

CORRESPONDENCE

Sound Transit letter.

COMMENTS FROM THE PUBLIC

- Bill Linscott, 22335 6th Avenue; Upcoming Community Meeting regarding Marina Development Plans.
- Vic Bishop, 2114 West Lake Sammamish SE; Sound Transit Subarea Equity.
- Dave Upthegrove, 21420 14th Avenue S; Congratulated the newly elected Councilmembers and Mayor Pina and Mayor Pro Tem Pennington and thanked former Mayor Dave Kaplan.
- Scott Evans, 1127 S 243rd Court; Invited Council to three upcoming Destination Des Moines events.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Mayor Pro Tem Pennington

- Thanked the public for attending the meeting.

Councilmember Back

- No report.

Councilmember Bangs

- No report.

Councilmember Musser

- No report.

Councilmember Nutting

- Thanked Dan Brewer and his crew for removing a tree on Des Moines Creek trail so quickly

Councilmember Kaplan

- Acknowledged the passing of Washington National Guard Staff Sergeant Matthew McClintock, who was killed in action recently.
 - GoFundMe page.
- Met with Representative Orwall, a Representative from King County Housing Authority and a Representative with the Washington State Department of Commerce:
 - Mobile home relocation.
- Highline College:
 - Potential development in area.
 - Interest in Council looking at zoning for area on south side of 240th.
 - Sound Transit station location.
- Meeting with Green Corps Human Resources Director:
 - Business Park in May.
 - Job Fair.

PRESIDING OFFICER'S REPORT

- Thanked the public for attending the meeting and staying after the swearing in ceremonies.
- Development of properties:
 - Opportunities.
- Better Utilization of Channel 21.

ADMINISTRATION REPORT

- Massey Creek Reconfiguration project:
 - Out to bid in 3-4 weeks.
- Boardwalk project out to bid on January 11th.
- Segment 1-A Gateway project Bid Opening.
- Public Records Request:
 - Tim Clemans started going through paper records.
 - King 5 came to interview Mr. Clemans at City Hall.
- Hyde Shuttle:
 - Services being cut back except in Des Moines.
 - Great core of Volunteers to drive the shuttles.
- Reach Out Des Moines:
 - Des Moines youth more access to activities.

CONSENT AGENDA

- Item 1: APPROVAL OF MINUTES
Motion is to approve minutes from the November 5, November 12, November 19 and December 3, 2015 Council meetings, minutes from the November 14, 2015 Council retreat and minutes from the November 12 and November 19, 2015 Council Executive Sessions.

Item 2: PUBLIC DEFENDERS CONTRACT
Motion is to approve the proposed contract with Julie Codd and Tracy Greenwood for public defense services for the period January 1, 2016 through December 31, 2017 substantially in the form as submitted.

Item 3: 2016-2017 RECYCLING PROGRAM FUNDING AND PROFESSIONAL SERVICES CONTRACT
Motion 1 is to authorize the City Manager to sign the 2016 Local Hazardous Waste Management Program Grant No. EHS3673 between the City of Des Moines and the Seattle-King County Department of Public Health, substantially in the form as submitted.

Motion 2 is to authorize the City Manager to sign the Professional Services Contract for the 2016-2017 Recycling Program between the City of Des Moines and Olympic Environmental Resources, substantially in the form as submitted.

Direction/Action

Motion made by Councilmember Musser to approve the Consent Agenda; seconded by Councilmember Bangs.
The motion passed 7-0.

OLD BUSINESS

Item 1: COMMUNICATIONS PLANS
Staff Presentation: City Manager Tony Piasecki

City Manager Piasecki gave a power point presentation to Council.

No formal action was taken.

NEW BUSINESS

Item 1: LOCAL GOVERNMENT 101
Staff Presentation: City Attorney Pat Bosmans

City Attorney Bosmans started her power point presentation to Council.

Mayor Pina asked Council if the Local Government 101 presentation should be moved to January 14, 2016 due to time constraints. Council was in agreement.

EXECUTIVE SESSION

At 9:15 p.m. Council went into Executive Session. The purpose of this Executive Session was to discuss the Performance of a Public Employee under RCW 42.30.110(1)(g). The Executive Session is expected to last 30 minutes. In attendance were Mayor Pina; Mayor Pro Tem Pennington; Councilmembers Musser, Nutting, Bangs, Back and Kaplan; City Manager Piasecki. The meeting concluded at 9:50 p.m. No formal action was taken.

At 9:55 p.m. the regular meeting resumed.

NEXT MEETING DATE

January 14, 2015 Regular City Council Meeting

ADJOURNMENT

Motion made by Councilmember Kaplan to adjourn; seconded by Mayor Pro Tem Pennington.
The motion passed 7-0.

The meeting was adjourned at 10:00 p.m.

Respectfully Submitted,
Bonnie Wilkins, CMC
City Clerk

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MINUTES

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

January 14, 2016 – 7:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order 7:01 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Mayor Pro Tem Pennington.

ROLL CALL

Council present: Mayor Matt Pina; Mayor Pro Tem Vic Pennington; Councilmembers Melissa Musser, Jeremy Nutting, Luisa Bangs, Robert K. Back and Dave Kaplan.

Staff present: Assistant City Manager Michael Matthias; City Attorney Pat Bosmans; Assistant City Attorney Tim George; Planning, Building and Public Works Director Dan Brewer; Police Chief George Delgado; Engineering Services Manager Brandon Carver; Finance Director Dunyele Mason; Parks, Recreation & Senior Services Director Patrice Thorell; Marina Maintenance Manager Scott Wilkins; City Clerk Bonnie Wilkins.

CORRESPONDENCE

There were no correspondences.

COMMENTS FROM THE PUBLIC

- Tom Roush, 2000 Alaskan Way, Suite 255; Zoning on Pacific Ridge and Marijuana Zoning.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Mayor Pro Tem Pennington

- Finance & Economic Development Committee meeting.
- Economic Forecast meeting:
 - Washington State economy is slowly growing.
 - King County is growing faster than the rest of the state.
- Thanked the public for attending.

Councilmember Kaplan

- Questioned staff if the state indicated if Des Moines would be eligible for a second cannabis store.
 - Assistant City Attorney Tim George:
 - King County was awarded at large in King County.
 - One more possible in Des Moines.

Direction/Action

Motion made by Councilmember Kaplan to remand marijuana zoning back to the Finance & Economic Development Committee for further consideration; seconded by Councilmember Bangs.

The motion passed 7-0.

- Former Mayor Don Wasson's wife, Mary Jane Wasson passed away on January 5th.

Direction/Action

Motion made by Councilmember Kaplan to send flowers from the Council's Hearts and Flowers fund to Don Wasson; seconded by Mayor Pro Tem Pennington.
The motion passed 7-0.

Councilmember Back

- Will be attending the Puget Sound Regional Council Workshop for newly elected officials.
- Sound Cities Association will be doing an orientation.
- Association of Washington Cities:
 - City Action Days.
 - Councilmember from all 280 Cities that AWC represent.
- Thanked the Community for all their support on being elected.
- Read a quote from President Ronald Regan honoring Martin Luther King, Jr.

Councilmember Bangs

- Will report back on future Committee and Liaison meetings.

Councilmember Nutting

- Finance & Economic Development Committee Meeting:
 - Ono Property Rezone.
 - Good information provided.
 - Committee tabled rezone to keep it Pacific Ridge Commercial.
 - 2016 Work Pan.

Councilmember Musser

- Sound Cities Association Public Issues Committee meeting:
 - Best Starts for Kids.
 - King County Metro Strategic Plan and Service Guidelines update.
 - State Legislative Agenda.
 - Public Safety & Emergency Response.
- SCA Networking Dinner of 2016.

PRESIDING OFFICER'S REPORT

Item 1: ADVISORY COMMITTEE MEMBER RECOGNITION

Mayor Pina and Parks, Recreation & Senior Services Director Thorell presented outgoing Human Services Advisory Committee Members with an appreciation certificate.

- Nadine Byers
- Susan Corey
- Deana Rader
- Eileen Severns

- Fourth Quarter 2015 Employee Recognition
- Bob Crane (Employee of the Quarter)
 - Tina Hickey
 - Matt Koppelman
 - Andrew Merges
 - Chris Pauk
 - Larry Pickard
 - Cathy Savage

Read letter from citizens thanking the Planning, Building and Public Works Department for their hard work and dedication.

- Finance & Economic Development Committee Meeting:
 - Chair, Councilmember Nutting.
- Committee Assignment complete.
- Finding best way to work with staff and best ways to communicate.
- Vacation schedules.
- Judson Park Presentation:
 - Mayor Pina
 - Mayor Pro Tem Pennington
 - Assistant City Manager/Economic Development Director Matthias

ADMINISTRATION REPORT

- Item 1: VILLAGE CONCEPTS: DONATION TO DES MOINES LEGACY FOUNDATION FOR SENIOR SERVICES

Andy Langsford and Dave Baus, with Village Concepts, presented the Des Moines Legacy Foundation with a check for \$32,000

CONSENT AGENDA

- Item 1: APPROVAL OF MINUTES
Motion is to approve minutes from the December 10, 2015 regular Council meeting.

- Item 2: 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 | #145267-145590 | \$1,201,770.14 |
| Electronic Wire Transfers | #638-653 | \$ 517,027.44 |
| Payroll Checks | #18739-18748 | \$ 6,204.06 |
| Payroll Direct Deposit | #510001-510156 | \$ 289,348.85 |
| Payroll Checks | #18749-18751 | \$ 5,897.85 |
| Payroll Direct Deposit | #10001-10172 | \$ 301,870.69 |
| Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers: | | \$2,322,119.03 |

- Item 3: HUMAN SERVICES ADVISORY COMMITTEE APPOINTMENTS
Motion is to confirm the Mayoral appointments of Ms. Judi Armer, Ms. Charlotte Edman and Mr. Chad Harper to two year terms on the Human Services Advisory Committee, effective immediately and expiring on December 31, 2017.

Item 4: DRAFT RESOLUTION NO. 15-198 SETTING A PUBLIC HEARING TO CONSIDER AMENDMENTS TO ADULT ENTERTAINMENT ZONING
Motion is to adopt Draft Resolution No. 15-198 setting a public hearing date on February 25, 2016 to consider Draft Ordinance No. 15-198 amending the adult entertainment zoning requirements found in DMMC 18.16.030 and DMMC 18.52.010(B).

Item 5: PARKS AND RIGHT OF WAY LANDSCAPE MAINTENANCE CONTRACT WITH NORTHWEST LANDSCAPE SERVICES (NLS)
Motion is to approve the revised Goods and Services Contract for Landscape Maintenance Services with Northwest Landscape Services for a maximum annual contract amount of \$146,798.22 (including sales tax), which includes \$112,272.52 for the base bid and \$865.68 for bid alternate 2, \$4,328.40 for bid alternate 3, \$865.68 for bid alternate 4, \$8,568.99 for bid alternate 6, \$7,161.04 for bid alternate 7, contract sales tax of \$12,735.91 and authorize the City Manager to sign said Contract substantially in the form as submitted.

Direction/Action

Motion made by Councilmember Kaplan to approve the Consent Agenda; seconded by Councilmember Musser.
The motion passed 7-0.

OLD BUSINESS

Item 1: LOCAL GOVERNMENT 101, PART 1: THE COUNCIL-MANAGER FORM OF GOVERNMENT
Staff Presentation: City Attorney Pat Bosmans

City Attorney Bosmans gave a power point presentation to Council.

No formal action was taken.

NEW BUSINESS

Item 1: LOCAL GOVERNMENTAL 101, PART 2: OPEN PUBLIC MEETINGS ACT & PUBLIC RECORDS
Staff Presentation: City Attorney Pat Bosmans

City Attorney Bosmans gave a power point presentation to Council on the Open Public Meetings Act.

No formal action was taken.

Assistant City Attorney George gave a power point presentation to Council on Public Records.

NEXT MEETING DATE

January 21, 2015 Regular City Council Meeting

ADJOURNMENT

Motion made by Councilmember Kaplan to adjourn; seconded by Mayor Pro Tem Pennington.
The motion passed 7-0.

The meeting was adjourned at 8:56 p.m.

Respectfully Submitted,
Bonnie Wilkins, CMC
City Clerk

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CITY OF DES MOINES
Voucher Certification Approval
11-Feb-16
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 **Feb 11, 2016** 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:


 Dunyele Mason, Finance Director

	# From	# To	Amounts
Claims Vouchers:			
Total A/P Checks/Vouchers	145737 -	145921	780,890.48
Electronic Wire Transfers	654 -	663	335,492.87
Total claims paid			1,116,383.35
Payroll Vouchers			
Payroll Checks	18757 -	18760	4,346.45
Direct Deposit	50001 -	50169	298,057.96
Payroll Checks	-		
Direct Deposit	-		
Payroll Checks	-		
Direct Deposit	-		
Total Paychecks/Direct Deposits paid			302,404.41
Total checks and wires for A/P & Payroll			1,418,787.76

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: 2015 School of Distinction Award
Proclamation: North Hill Elementary School

AGENDA OF: February 11, 2016

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: January 25, 2016

ATTACHMENT:

- 1. Proclamation

CLEARANCES:

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation:

The purpose of this agenda item is to congratulate North Hill Elementary School for receiving the 2015 School of Distinction award.

Suggested Motion

MOTION: "I move to approve the Proclamation congratulating North Hill Elementary School for receiving the 2015 School of Distinction award.

Background:

North Hill Elementary school is being recognized with the 2015 School of Distinction Award after five consecutive years of outstanding improvement in student achievement.

This award is given to the top 5% of schools in Washington State who have made sustained improvements in reading and math.

North Hill is one of only 51 elementary schools that met the School of Distinction performance criteria for the 2014-15 school year.

The Schools of Distinction were announced by the Center for Educational Effectiveness (CEE), Association of Educational Service District, the Association of Washington School Principals, Washington Association of School Administrators, Washington State School Directors' Association and Washington State Association for Supervision and Curriculum Development

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City of Des Moines



CITY COUNCIL
21630 11th AVENUE S, SUITE A
DES MOINES, WASHINGTON 98198-6398
(206) 878-4595 T.D.D: (206) 824-6024 FAX: (206) 870-6540



Proclamation

WHEREAS, North Hill Elementary School has received the 2015 School of Distinction Award; and

WHEREAS, North Hill Elementary School is one of only 51 elementary schools that met the School of Distinction performance criteria for the 2014-15 school year; and

WHEREAS, the School of Distinction Award is given after five consecutive years of outstanding improvements in student achievement; and

WHEREAS, North Hill principal Nancy Melius and staff will be recognized on January 21, 2016 at an awards ceremony at Puget Sound Educational Service District in Renton; and

WHEREAS, this year represents the ninth year that the Center for Educational Effectiveness and partners have recognized schools with the School of Distinction Award; and

WHEREAS, this award process highlights the need to continue to support improvement efforts of our schools and the dedicated and talented leaders and staffs that make this kind of increased student achievement happen; now therefore

THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS AND CONGRATULATES

NORTH HILL ELEMENTARY SCHOOL

Located in Des Moines, Washington, for receiving the 2015 School of Distinction Award and encourages all our citizens to congratulate North Hill Elementary School on this prestigious award.

SIGNED this 11th day of February, 2016.

Matt Pina, Mayor

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Setting Public Hearing Date for Draft Ordinance 15-176, Pacific Ridge Commercial Zone Mixed Use Limitations

FOR AGENDA OF: February 11, 2016

ATTACHMENTS:

1. Draft Resolution No. 15-176 setting a public hearing date for Draft Ordinance 15-176.
2. Draft Ordinance 15-176.

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: February 4, 2016

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is for City Council to set a public hearing date to consider Draft Ordinance No. 15-176 (Attachment 2), amending Footnote 50 of chapter 18.52.010B, DMMC, Permitted Uses Commercial Use Chart. This footnote clarifies the ground floor commercial requirements for mixed use buildings fronting on Pacific Highway South and eliminates inconsistencies and confusion with chapter 18.135.060 (1) (d) (i) DMMC. The City Council can move forward with the consideration of this ordinance by passing the motion below setting the required public hearing. The following motion will appear on the consent calendar:

Suggested Motion

Motion 1: "I move to adopt Draft Resolution No. 15-176 setting a public hearing on March 10, 2016 to consider Draft Ordinance 15-176 amending chapter 18.52.010B, Permitted Uses Commercial Use Chart DMMC."

Background

The 1990 Growth Management Act is codified in RCW 36.70A. It requires, among other things, that “cities ... take action to review and, if needed, revise their comprehensive plans and *development regulations* (*emphasis added*) to ensure the plan and regulations comply with the requirements of this chapter Any amendment of or revision to development regulations shall be consistent with and implement the comprehensive plan.”

The City Council continues to support the redevelopment of the Pacific Ridge Neighborhood as a high density, commercially viable mixed use neighborhood, transforming Pacific Ridge into a new urban community that takes advantage of its geographic location, local and regional transportation linkages, stable soils, and view potential. The transformation of Pacific Ridge will include replacement of lower-scale, existing buildings with taller structures that will dramatically enhance the appearance, character, economy, and safety of the area while maintaining commercial activity along Pacific Highway South. There has been very little successful commercial development and no new residential development in Pacific Ridge since the adoption of the Pacific Ridge Neighborhood Improvement Plan in 2000.

Comprehensive Plan Policy PR 1.1 and Policy PR 1.5 seek to promote redevelopment of Pacific Ridge properties to attract new or expanded businesses and commercial development to Pacific Ridge and encourage affordable homeownership within Pacific Ridge, but the marketplace has not yet made this economically feasible.

Discussion

The more flexible development regulations implemented for Pacific Ridge have created some confusion regarding commercial uses in mixed commercial and residential building fronting Pacific Highway South. Staff and the City Council Finance and Economic Development Committee worked on these development regulation changes and believe the goal of maximizing street level commercial activity on Pacific Highway South can be better achieved with changes implemented by this Draft Ordinance. When the DMMC was restructured by Ordinance 1591 in 2014, confusion was created by inconsistencies in Note 50 in chapter 18.52.010B, Permitted Uses Commercial Use Chart, and the environmental performance standards and general limitations in the Pacific Ridge Zone chapter, 18.135.060 (d) (i). Staff believes the City Council’s initial intent will be achieved by the change being proposed by Draft Ordinance 15-176.

The proposed textual code amendment is expected to be consistent with the range of impacts studied under the SEPA Planned Action Environmental Impact Statement, the Pacific Ridge Neighborhood Improvement Plan and the Comprehensive Plan. The Planning, Building & Public Works Director acting as the SEPA responsible official will review these proposed non-project actions and determine that the proposed textual code amendment is within the scope of the existing environmental documents and fulfill the SEPA requirements established by chapter 197-11 WAC and chapter 16.05DMMC.

Pursuant to DMMC 18.20.210, amendments of the Zoning Code (Title 18 DMMC) are legislative (Type VI) land use decisions, and pursuant to DMMC 18.30.070 amendments to the Zoning Code (Title 18 DMMC) require the City Council to conduct a public hearing to receive public comment regarding these proposals. DMMC 18.30.100(3) requires that the date of the public hearing to consider amendments to Title 18 DMMC be set by motion of the City Council and that a 15-day public hearing notice be published.

The textual code amendment proposed in this Draft Ordinances was provided to the Department of Commerce as required by RCW 36.70A.106. The Finance and Economic Development Committee provided general direction on Draft Ordinance 15-176, on October 8th and directed that the Ordinance be finalized and scheduled for City Council consideration.

Alternatives

The City Council may:

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

Financial Impact

Amended development regulations will help the City commercially develop.

Recommendation or Conclusion

Staff recommends that the City Council adopt Draft Resolution No. 15-176 as written or amend the Resolution to establish a different hearing date.

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CITY ATTORNEY'S FIRST DRAFT 2/4/2016

DRAFT RESOLUTION NO. 15-176

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, setting a public hearing to consider Draft Ordinance No. 15-176 that amends the limitations for mixed use development in the Pacific Ridge - Commercial Zone in chapter 18.52.010B DMMC.

WHEREAS, the City Council directed City staff to prepare an ordinance for its considerations which clarifies DMMC chapters 18.52.010B and 18.35.060 inconsistencies and maximizes the amount of commercial development along Pacific Highway South and clarifies the requirements of mixed use commercial development regulations for Pacific Ridge, and

WHEREAS, a public hearing is necessary to receive public comment regarding amendments to Title 18 DMMC, and

WHEREAS, a public hearing is required for adoption of an ordinance which amends a portion of the Title 18 DMMC commonly referred to as the Zoning Code; now therefore,

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

The matter of amendments to chapter 18.52.010B DMMC, is set for a public hearing before the City Council on Thursday, March 10, 2016, at 7:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 21630 11th Avenue South, Suite B, Des Moines, Washington.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____th day of _____ and signed in authentication thereof this ____ day of _____.

M A Y O R

Resolution No. ____
Page 2 of ____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

CITY ATTORNEY'S FIRST DRAFT 2/4/2016

DRAFT ORDINANCE NO. 15-176

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to land use and development regulations for the Pacific Ridge area, and amending chapter 18.52.010B DMMC, Permitted Uses Commercial Use Chart.

WHEREAS, the City Council supports the redevelopment of the Pacific Ridge Neighborhood as a high density, commercially viable mixed use neighborhood, and

WHEREAS, the City Council directed City staff to prepare an ordinance for its considerations which clarifies DMMC inconsistencies between chapters 18.52.010B and 18.135.060 (1)(d)(i) for mixed use commercial development in Pacific Ridge and maximizes the amount of commercial development along Pacific Highway South., and

WHEREAS, the Planning, Building and Public Works Director acting as the SEPA responsible official reviewed this proposed non-project action and determined that the proposed textual code amendments are within the scope of the existing environmental documents and fulfilled the SEPA requirements established by chapter 197-11 WAC and chapter 16.05 DMMC, and

WHEREAS, the City Council set the date for the public hearing by Draft Resolution No. 15-176, fixing the public hearing for March 10, 2016 as required by DMMC 18.30.070, and

WHEREAS, the textual code amendments proposed in this Draft Ordinance were provided to the Department of Commerce as required by RCW 36.70A.106, and

WHEREAS, notice of the public hearing was issued on _____ in accordance with the DMMC, and

WHEREAS, a public hearing was held on _____ where all persons wishing to be heard were heard, and

2/4/16

Draft Ordinance No. 15-176

Ordinance No. _____
Page 2 of 3

WHEREAS, the City Council finds that the amendment contained in this Draft Ordinance is appropriate and necessary; now therefore,

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

Sec. 1. DMMC 18.52.010B, Commercial Use Chart, Footnote 50, and section 133 of Ordinance 1591 as amended by section 12 of Ordinance 1601 as amended by section 8 of Ordinance No. 1619-A, are each amended to read as follows:

50. Mixed Use. This regulation applies to all parts of Table 18.52.010B that have a [50]. Mixed use shall be permitted in the PR-C Zone, except:

(a) In that part of PR-C fronting on Pacific Highway South and/or South 216th Street, at least 75% of the ground floor shall be dedicated to commercial uses and dwellings may not be located on the ground floor; provided, that they are accessed from the rear of the property; and provided, that the commercial uses in that portion of the building must front and be accessed from Pacific Highway South or South 216th Street;

(b) ~~When a project fronting Pacific Highway South or South 216th Street contains more than one building, those buildings not fronting on Pacific Highway South or South 216th Street may be single purpose multifamily residential buildings; and~~ The City Manager or City Manager's designee may, by formal action, waive or modify the requirements of this Mixed Use requirement for commercial uses, upon approval of a plan that is consistent with the legislative intent to maximize ground floor commercial activity.

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Draft Ordinance No. 15-176

Ordinance No. _____
Page 3 of 3

(c) No residential use is permitted north of South 216th Street.

Sec. 2. Severability - Construction.

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

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

Sec. 3. Effective date. This Ordinance shall take effect and be in full force five (5) days after its final approval by the Des Moines City Council in accordance with law.

PASSED BY the City Council of the City of Des Moines this _____th day of _____ and signed in authentication thereof this _____ day of _____, _____.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

2/4/16

Draft Ordinance No. 15-176

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Field House Roof Replacement

AGENDA OF: February 11, 2016

ATTACHMENTS:

1. Recent photos

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: February 4, 2016

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: DSB

Purpose and Recommendation:

The purpose of this agenda item is for the Council to approve the staff recommended 2016 Fund 506 project reprioritizations, and proceed with the Field House Roof Replacement in 2016. The following motions will appear on the consent calendar:

Suggested Motions

Motion 1: "I move to approve the staff recommended 2016 Fund 506 project reprioritizations, and proceed with the Field House Roof Replacement in 2016."

Motion 2: "I move to direct Administration to propose a 2016 budget amendment reallocating funds between approved project budgets to cover the cost of this project."

Background:

After the recent severe weather events of November and December, 2015, staff evaluated the condition of the field house roof (after several cedar shakes were found on the ground). It has become quite apparent that this roof is at the end of its useful life and will not make it to the currently scheduled replacement year of 2018.

Following recent inclement weather, staff was inspecting some minor damage while cleaning gutters, and upon closer examination noticed that the cedar shakes were literally crumbling apart. Recent photos are included in Attachment 1.

The field house roof was last replaced in the summer of 1998, at a cost of \$95,381.74. The project included the installation of new wood cedar shakes. The roof was installed by Mike's Roofing, Inc. That contractor is no longer in business. The shakes were purchased from Meeker Cedar Products Ltd. in Canada, and came with a 30 year warranty on the shakes. Staff attempted to contact Meeker Cedar Products Ltd., and was informed they are no longer in business.

The new roof was properly installed and inspected as evidenced by the City inspector initials adjacent to the approved final inspection on the City of Des Moines Building Permit in the project file.

Staff consulted with a cedar shake roofing company (Jornada Roofing in Auburn, WA) and David A. Clark Architects, PLLC about why the shakes are so deteriorated at only the approximate half-life of the product warranty period. Reasons discussed were lack of good quality old growth cedar, and the surrounding climate conditions. Newly installed cedar shake roofs nowadays have an expected lifespan of 12-15 years.

Discussion: This roof replacement project is currently scheduled in the budget for 2018. Staff has received approval from King County Historic Preservation to replace the roof with typical asphalt 5-tab architectural shingles that have a much longer life span and product warranty. We would use materials and colors similar to those on the Beach Park buildings.

The current roofing project budget request is \$120,000. In an effort to prevent interior damages to the building, staff has developed, for Council consideration, the potential 2016 Fund 506 project reprioritizations listed below that would make available the needed funds in order to replace the roof in 2016:

2016 Fund 506 project reprioritizations

- The 2016 beginning fund balance is \$168,340.
- LED Exterior Lighting (\$34,000) – Reschedule this project to 2018.
- Activity Center Floor Repair Contingency (\$20,000) – Delete this project in its entirety, and use the funds to replace the Field House roof.
- Council Chambers Lighting (\$25,000) -- This project was recommended by the contractor that installed the new video recording system, because with the new HD technology we now have less than optimal broadcasts and recording. Staff recommends keeping this project in the 2016 work program, contingent upon the actual cost of the completed Field House Roofing Project.

- With the above outlined project reprioritizations, upon completion of the Field House Roof Replacement (and the Council Chamber lighting), the estimated 2016 ending fund balance for Fund 506 would be around \$20,000.

Financial Impact:

There will be sufficient funds within the Fund 506 budget to barely complete the Field House Roof Replacement if we reprioritize projects as suggested above. This ending fund balance, however, is not sufficient to properly sustain the program. Staff recommends that the Municipal Facilities Committee take a close look at the funding and needs for this program as part of its 2016 work program, and bring back recommendations to the Council on a more sustainable facility repair budget.

Alternatives:

Council could choose to not reprioritize the 2016 Fund 506 projects, and hope the roof lasts until its scheduled replacement in 2018. Council could choose to reschedule the Council Chambers Lighting project in addition to the above-mentioned staff recommendations.

Recommendation:

Staff recommends that the City Council approve the proposed motions. This recommendation was discussed at the January 28, 2016 Municipal Facilities Committee meeting, and the Committee supported the recommendation.

Concurrence

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

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Construction Contract Award and Consultant Agreement for Construction Administration & Inspection Services for the Redondo Boardwalk Repair Project

FOR AGENDA OF: February 11, 2016

DEPT. OF ORIGIN: Planning, Building & Public Works

ATTACHMENTS:

DATE SUBMITTED: February 4, 2016

1. Public Works Contract
2. Local Agency A&E Professional Services Supplemental Agreement Number 3- Exeltech Consulting
3. Contract Bid Tabulation
4. Stellar J Corporation Bid Proposal
5. Quigg Bros., Inc. Bidder Disqualification Letter, Correspondence, and Bid Proposal

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AA

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval of the Contract, Attachment 1, with _____ (Contractor) for the Redondo Boardwalk Repair Project and approval of Supplemental Agreement Number 3, Attachment 2, with Exeltech Consulting for the Construction Administration and Inspection Services for the Redondo Boardwalk Repair Project.

Suggested Motions

Motion 1: "I move to approve the Public Works Contract with _____ (Contractor), for the Redondo Boardwalk Repair Project, in the amount of \$ _____, authorize a project contingency in the amount of \$ _____, and further authorize the City Manager to sign said Contract substantially in the form as submitted after the Washington State Department of Transportation provides approval to award."

Motion 2: "I move to approve Supplemental Agreement Number 3 with Exeltech Consulting Inc. for the Construction Administration and Inspection Services of the Redondo Boardwalk Repair Project in the amount of \$379,524.59, authorize a project contingency of \$20,000.00, and further authorize the City Manager to sign said Task Order substantially in the form as submitted."

Background

On November 29, 2014, the City of Des Moines experienced unprecedented weather and associated tidal action along its shoreline. In particular, the entire boardwalk adjacent to Redondo Beach Drive South sustained significant damage resulting in permanent closure of the facility. Following a facility damage assessment (DDIR) in cooperation with WSDOT and FHWA, Emergency Relief Program (ER) resources became available to restore the boardwalk as well as Department of Commerce and Transportation Improvement Board grants.

The Project will consist of approximately 2600 LF of boardwalk temporary and permanent traffic control, construction surveying, boardwalk demolition, precast deck and crossbeam installation, pedestrian railing and access ladders, boardwalk ADA curb ramp replacement, minor pavement repairs, pedestrian lighting, HDPE pile encasement, and pedestrian crossing safety improvements at S 287th Street and Redondo Beach Drive. Additionally, the construction project will include consultant Construction Administration and Inspection Services.

The Project was advertised on January 11th, 2016 and Bids were opened on February 1st, 2016. All project approvals and permits are acquired.

Discussion

Construction Contract (Motion#1)

Staff solicited for sealed bid proposals publically via Seattle Times and the Seattle Daily Journal of Commerce on January 11th, 2016 and January 18th, 2016. Staff utilized Builder's Exchange of Washington (an on-line plan center) to reach the majority of contractors and encourage the most competitive bidding atmosphere. A pre-bid meeting was held on January 19th, 2016 and bids were publically read on February 1st, 2016 by the City Clerk. A total of (6) bids for the project were received. Bids from the (6) contractors are summarized below and the Bid Tabulation which is provided in Attachment 3.

BID RESULTS

Engineer's Estimate	\$3,185,395.00
<u>Contractor Name</u>	<u>Bid Proposal</u>
Quigg Bros., Inc.	\$3,190,895.00 (Disqualified)
Stellar J Corporation	\$3,367,358.00 (Apparent Low Bid)
MJ Hughes Construction Inc.	\$3,485,892.80
Ceccanti, Inc.	\$3,524,362.00
McClure & Sons, Inc.	\$4,037,793.00
Road Construction Northwest, Inc.	\$4,225,986.00

Disqualification of Apparent Low Bidder

The City notified Quigg Bros., Inc. on February 3rd, 2016 that their Bid has been disqualified. This has been based on notification from the Washington State Department of Transportation (WSDOT) to the City on February 3rd, 2016 that the prime Contractor's Disadvantaged Business Enterprise (DBE) sub-contractor listed to fulfill the 19% DBE project requirement, "Tiger-West Inc. does not have the proper work descriptors nor the proper NAICS (North American Industry Classification System) codes to perform the work listed on the DBE Utilization Certification. They would need NAICS code 238120 to perform this work." Subsequently, the City received notice on February 4th that Quigg Bros., Inc. will be

exercising their right to appeal the decision per the Contract Documents. Attachment 5 includes the proposal of the disqualified low bidder along with correspondence letters.

Next Steps

In efforts to execute a Contract with a Responsive Low Bidder, City staff will continue to:

- Respond to Quigg Bros., Inc. per the Contract Documents if an appeal request is received.
- Work with WSDOT in review of the 2nd Low Bidder, Stellar J Corporation. Attachment 4 includes the Bid Proposal from Stellar J Corporation.

City staff will bring an amended Motion 1 to Council for consideration illustrating recommendation to award on February 11th, 2016.

The Contractor will receive Notice to Proceed on this project as soon as possible after Council approval to award and staff has receipt of all the necessary Contract paperwork. The Contractor will have 110 working days to complete this project, and construction is expected to begin in March 2016.

Construction Administration and Inspection Services (Motion#2)

Engineering consultants are needed in order to supplement and expand the capability of City staff for Construction Administration and Inspection of the Project. These services are proposed to be provided by Exeltech, the Engineer of Record for the project, as provided in Attachment 2. Staff believes that Exeltech has satisfactorily met engineering expectations for the project as originally envisioned in the solicitation for services and have demonstrated their qualifications for these services on other projects within the City of Des Moines and will be able to maintain valuable overall project history and consistency with the previous phases of work.

Construction administration and inspection services on this project are complex in that it is being constructed with federal funds and must meet extensive FHWA requirements. Steel materials must conform to Buy America requirements and be certified. Requirements include ongoing inspection, monitoring and documentation of contractor compliance to prevailing wage rates, assurance that 19% or more of the contract meets Federal requirements for Disadvantaged Business Enterprises (DBE) goals. WSDOT is responsible for overseeing FHWA federal funds and will audit work to insure adherence contract requirements. Failure to meet these requirements could result in a loss of Certification Acceptance (CA) status jeopardizing the city's ability to cost effectively manage federally funded projects. Lack of accurate documentation and inspection could also result in a requirement to reimburse all or a portion of FHWA funds expended on the project. Staff believes Exeltech is capable of preparing required federal reports and working directly with WSDOT to ensure that FHWA requirements are met.

Alternatives

(Motion #1)

Council could direct staff to re-submit for construction bids at a later time. However, given permit conditions imposed on the project by the Hydraulic Permit Approval (HPA) issued by the Washington Department of Fish and Wildlife, any delay will initiate the potential need for re-permitting and review by WSDOT and FHWA.

(Motion #2)

The City does not have adequate resources to perform complete Construction Administration and Inspection in compliance with federal and general project requirements. Council could direct staff to

solicit for proposals, but will cause project delay impacting issued permits and construction schedule. Additionally, solicitation for proposals will result in potentially (2) separate contracts, one for the construction management and inspection work and one for the Engineer of Record. By utilizing the Engineer of Record to fulfill these services, the City will benefit from consolidated services.

Financial Impact

Four funding sources for the project include an Emergency Relief (ER) FHWA grant administered by WSDOT, Washington State Department of Commerce Direct Appropriations grant, Transportation Improvement Board (TIB) grant, and City Real Estate Excise Tax (REET) are utilized to cover project costs.

The project is within budget in analyzing both Quigg Bros., Inc. and Stellar J Corporation's Bid proposals.

City staff will bring an updated CIP project worksheet to Council with a Motion 1 amendment for consideration illustrating recommendation to award on February 11th, 2016.

Recommendation or Conclusion

Staff recommends Council approve the suggested motions.

Concurrence

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



PUBLIC WORKS CONTRACT between City of Des Moines and

[Insert Contractor's Company Name]

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

CONTRACT

The parties agree as follows:

I. DESCRIPTION OF WORK.

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

Redondo Boardwalk Repair Project

- Removal and Disposal of existing timber boardwalk
- Precast deck slabs.
- Precast crossbeams.
- Pile encapsulation
- Pedestrian Rail
- Access Ladders
- Cast-in-place closure pour
- Cast in place span 1
- Staining
- Pedestrian Lighting
- Provide temporary fencing, erosion control, and property restoration.
- Erosion Control
- Pedestrian Safety Improvement at S. 287th
- Pavement Markings
- And all incidental items necessary to complete the Work as described in the Plans and Specifications.

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

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

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

Exhibit A: Bid Documents

Exhibit B: Contract Documents

Exhibit C: Amendments to the Standard Specifications

Exhibit D: Special Provisions

Appendix A: State and Federal Wage Rates

Appendix B: City Forms

Appendix C: Environmental Documents

Contract Plans

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

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

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

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

- (i) the Standard Specifications of the Washington State Department of Transportation (WSDOT) (2014 edition);

- (ii) the American Public Works Association (APWA) (current edition);
- (iii) the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways (current edition);
- (iv) the Standard Plans for Road, Bridge and Municipal Construction (as prepared by the WSDOT/APWA current edition);
- (v) the American Water Works Association Standard (AWWA) (current edition), and;
- (vi) any changes in the Work in accordance with the Contract Documents.

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

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

II. TIME OF COMPLETION. The parties agree that work on the tasks described in Section I above and more specifically detailed in the Plans and Specifications attached hereto or incorporated herein by reference will begin within 10 days of issuance of the Notice to Proceed for this project. The Contractor shall complete the Work described in Section I within **110 working days** based upon the start date specified in the Notice to Proceed for this project. If said work is not completed within the time specified, the Contractor agrees to pay the City the sum specified in Section VI - Liquidated Damages of this contract.

III. COMPENSATION. The City shall pay the Contractor a total amount not to exceed \$_____ inclusive of any applicable Washington State Sales Tax, for the work and services contemplated in this Contract. If the work and services to be performed as specified in Section I is for street, place, road, highway, etc. as defined in WAC 458-20-171, then the applicable Washington State Retail Sales Tax on this contract shall be governed by WAC 458-20-171 and its related rules for the work contemplated in this Contract. The Contractor shall invoice the City monthly. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The Contractor will submit

requests for Progress payments on a monthly basis. The Contractor's Record Drawings, per the Contract Provisions, for the Work completed each week shall be attached to each monthly progress payment request submitted by the Contractor. The monthly progress payment requests submitted by the Contractor will not be considered complete without the required Record Drawings. The City will make progress payment within 30 days after receipt of the Contractor's complete progress request until the work is complete and accepted by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

A. 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.

B. 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. Liquidated damages shall be calculated and assessed in accordance with WSDOT Standard Specifications Section 1-08.9. 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.

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.

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, 294 U.S.C. 201 et seq, the Occupational Safety and Health Act of 1970, 29 U.S.C. 651, et seq, the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, and any other state or federal laws applicable to wage, hours, safety, or health standards.

X. DAYS AND TIME OF WORK. Unless otherwise approved by the City, the working hours for this project will be limited to the following hours:

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

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

XI. WORKERS' COMPENSATION. The Contractor shall maintain Workers' Compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of Workers'

Compensation Laws. In jurisdictions not providing complete Workers' Compensation protection, the Contractor shall maintain Employer's Liability Insurance in the amount, form and company satisfactory to the City for the benefit of all employees not protected by Workers' Compensation Laws.

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

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

XII. CHANGES. The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Contract, section XXII(C), within seven (7) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section XIII, Claims, below.

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

XIII. CLAIMS. The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this Section provides. A change order that is not protested as provided in this Section shall be full payment and final settlement of all claims for Contract time and for all costs of any kind, including costs of delays, related to any Work either covered or affected by the change. By not protesting as this Section provides, the Contractor also waives any

additional entitlement and accepts from the Engineer any written or oral order (including directions, instructions, interpretations, and determinations).

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

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

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

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

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

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

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

XIV. LIMITATION OF ACTIONS. CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 180 CALENDAR DAYS FROM THE PHYSICAL COMPLETION DATE ISSUED BY THE ENGINEER OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

XV. 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.

XVI. INDEMNIFICATION.

The indemnification required for the Work is contained in Exhibit D (Special Provisions) Section 1-07.18(6).

XVII. INSURANCE.

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

XVIII. 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.

XIX. BOND - SEPARATE PAYMENT AND PERFORMANCE BONDS REQUIRED. Pursuant to Chapter 39.08 RCW, the Contractor shall, prior to the execution of the Contract, furnish both a performance bond and a payment bond to the City, both in the full amount of the bid with a surety company as surety. The purpose of the bonds is to ensure that the Contractor shall faithfully perform all the provisions of this Contract and pay all laborers, mechanics, and subcontractors and materialmen, State Departments of Revenue, Employment Security, and Labor and Industries, and all persons who supply such Contractor or subcontractors with provisions and supplies for the carrying on of such work. Such bonds shall provide that any person or persons performing such services or furnishing material to any subcontractor shall have the same right under the provisions of such bond as if such work, services or material was furnished to the original Contractor. In addition, the surety company/companies providing such bonds shall agree to be bound to the laws of the State of Washington, and subjected to the jurisdiction of the State of Washington and the King County Superior Court in any proceeding to enforce the bond. This Contract shall not become

effective until said bonds are supplied and approved by the Engineer and filed with the City Clerk.

XX. 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.

XXI. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

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

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

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

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

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

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

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

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

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

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

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

Supplemental Agreement Number 3	Organization and Address Phone:	
	Exeltech Consulting, Inc. 8729 Commerce Pl Dr NE Lacey, WA 98516	
Original Agreement Number	Phone: (360) 357-8289	
Project Number ER-1501 (008)	Execution Date April, 28, 2015	Completion Date December 31, 2016
Project Title Redondo Boardwalk Repair Project	New Maximum Amount Payable \$788,451.63	
Description of Work Construction Administration & Inspection Services		

The Local Agency of City of Des Moines
 desires to supplement the agreement entered into with Exeltech Consulting, Inc.
 as executed on April 28, 2015.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

Provide construction administration and inspection services in accordance with attached Exhibit A: Supplement #3 Scope of Services for City of Des Moines Redondo Boardwalk Repair #ER-1501 (008)

II

Section IV, TIME FOR BEGINNING AND COMPLETION, shall be amended as follows:

Completion changed to December 31, 2016

III

Section V, PAYMENT, shall be amended as follows:

The authorized amount for Supplement #3 is \$379,524.59, in accordance with attached Exhibit D. This amends the Maximum Amount Payable under this Agreement to \$788,451.63.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: _____

By: _____

 Consultant Signature

 Approving Authority Signature

 Date

Exhibit A

**Supplement #3
Scope of Services
City of Des Moines
Construction Administration & Inspection Services for
Redondo Boardwalk Repair
ER-1501(008)**

January, 2016

Prepared by:
Exeltech Consulting, Inc.
8729 Commerce Pl Dr NE, Suite A
Lacey, WA 98516



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INTRODUCTION

City of Des Moines (hereinafter "City") is the Contracting Agency for this Scope of Services. Exeltech Consulting, Inc. (hereinafter "Consultant") will work under the City's Project Manager and will provide Construction Administration and Inspection services to support the City throughout the construction of the Redondo Boardwalk Repair Project (hereinafter "Project"). Services generally include on-site contract administration, management and documentation control, on-site inspection, materials testing, and Engineer of Record (EOR) services during the construction of the Project, as further detailed in this scope of services.

The Consultant's Construction Administration and Inspection Team for this scope of work will consist of Exeltech's Project Manager, On-Site Resident Engineer, On-Site Field Inspector, Construction Engineer, QA/QC Engineer, Construction Documentation Control Administrator and sub-consultant Mayes Testing Engineers for materials testing.

The Consultant will act as the direct point of contact for correspondence sent to and received from the Contractor, and will work to facilitate discussions between the Contractor and the EOR.

The Consultant's contract period will be from the City's Notice to Proceed through final completion and acceptance of the construction Project by the City, completion and acceptance of the project documentation by the City, or December 31, 2016, whichever occurs later.

ASSUMPTIONS

1. The level of services is based on a Construction Contract duration that is assumed to be 110 working days with an estimated 5 additional days due to potential changes or delays. The Consultant's Construction Administration and Inspection team will begin pre-construction activities approximately two (2) weeks prior to construction and will continue to provide post-construction activities for approximately four (4) weeks after construction completion. The scope of services is therefore based on a duration of 115 working days during construction, plus 30 days for pre and post construction tasks as defined in the scope.
2. Contractor's work is anticipated to take place during daylight hours on a single shift of 8 to 10 hours per day, 5 days per week.
3. The Consultant's Construction Administration and Inspection Team is assumed to include the following labor resources (on average) during the duration of the construction contract:
 - One Principal Engineer, 2 hrs. per month
 - One part time Project Manager, average 5 hrs per week

- One part time Resident Engineer, average 15 hrs per week
- One full time (average 9 hours/day) Inspector, average 45 hrs per week
- One part time Construction Engineer, average 10 hrs per week
- One part time Construction Documentation Control Administrator, average 20 hrs per week
- One part time QA/QC Engineer, average 5 hrs per month
- Materials Testing Firm as required by ROM

Staffing levels are anticipated in accordance with attached budget estimate. Budget may be shifted between tasks, so long as the authorized amount is not exceeded. Services will be limited to these assumed hours/costs, unless additional services are authorized.

4. The City will lead all public involvement efforts.
5. It is recognized that the City's Contractor will provide a field office and other items, as required by the Special Provisions. A space for the Construction Management Team will be provided in the field office, with internet access, desk/chair, and power available.
6. Services not included in this Scope of Services are excluded.

1 PROJECT MANAGEMENT

1.1 General Project Management

Exeltech will be the Prime Consultant for construction management of this Project. The Consultant will perform general coordination and be the main point of contact for the City on this multidiscipline consultant and construction team.

Throughout the duration of the project, these activities will include coordination and oversight of the Construction Administration and Inspection Team's operations, including inspection, engineering, answering questions regarding contract administration, and offering advice to the City on construction issues.

The Consultant will work with the City to develop and monitor the scope, schedule, and budget for the construction management services on the project. Issues or changes that arise will be proactively communicated and documented with the City's Project Manager.

The Principal Engineer will periodically contact the City to conduct QA performance reviews of the Construction Administration and Inspection Team. If there are any concerns he will work with the team to resolve them.

1.2 Monthly Invoices

The Consultant's monthly invoices for the services provided with this Agreement will document the efforts of the Construction Administration and Inspection Team.

The Consultant's monthly invoices for the services provided with this Agreement will document the efforts of the Construction Administration and Inspection Team in support of the contractor's monthly payment requests.

2 ENGINEERING BID SUPPORT AND ENGINEER OF RECORD (EOR) ACTIVITIES

2.1 Bid Support Services

The Consultant shall provide design engineering and bid support to the City during the project advertisement.

The Consultant shall address Contractor requests for information and interpretations of the contract documents. The Consultant shall provide Bid Item quantity checks, prepare and process updates to the Contract Provisions and Contract Plans for any Addendums. The Consultant will provide Bid analysis and a recommendation on award of the project.

2.2 Engineer of Record

The Consultant will provide Engineer of Record (EOR) construction support services to include:

- Review the Project Schedule for the project.
- Review the Contractor's approach to the project in their Work Plan.
- Review shop drawings that are anticipated to be provided to Contractor at the pre-construction meeting.
- Review and respond to Requests for Information (RFI's) on the project and provide clarification and interpretation of contract specifications and drawings.
- Review of project materials submittals, including catalog cuts, specifications, material certifications, welding procedures, and other submittals required by the contract.
- Review Contractor proposed construction materials, methods and procedures for the various components of the project.
- Review Change Orders.

- Review the Contractor's Environmental Compliance submittals, including the SPCC/Erosion Control Plan and Environmental Compliance with applicable project permit requirements.
- Prepare as-built drawings (red marked 11" x 17" paper copies of the original signed plans).

3 CONTRACT ADMINISTRATION PRE-CONSTRUCTION ACTIVITIES

3.1 Construction Team Preparation

The Consultant Construction Management Team will review the project PS&E and then participate in a kick-off/handoff meeting with the City. At this meeting we will have the Design Team present the project, and as a group, we will build a Risk Registry that will be used during construction.

The Consultant will prepare a Construction Management Plan (CMP) that will outline delivery strategy for coordinating the anticipated activities. This document will be reviewed in detail with the City at a meeting shortly after Notice to Proceed (NTP). The Construction Management team will build an Estimate Spreadsheet for Contractor's payments.

The Consultant's Inspector will take pre-construction photographs.

3.2 Pre-construction Conference with Contractor

The Consultant will prepare for and conduct a Pre-construction Conference prior to the Contractor beginning work. The Consultant will develop an agenda and relevant project distribution information for the City's review and approval prior to the Conference. The Consultant will distribute notices of and facilitate the meeting, which will be held at a location designated by the City. The Consultant will prepare and distribute meeting minutes within seven (7) days of the Conference to all attendees and affected agencies, staff, etc.

At the Pre-construction conference, the Consultant will facilitate discussions with the Contractor concerning the plans, specifications, schedules, issues with utilities, unusual conditions, federal, state, and local requirements, EEO, DBE requirements, and any other items that will result in better project understanding among the parties involved.

4 CONTRACT ADMINISTRATION AND INSPECTION FOR CONSTRUCTION

4.1 Project Meetings

The Consultant will attend various on-site project related meetings with the Contractor (including weekly project meetings). The Consultant will prepare the agenda, keep meeting minutes, and the action item list for each of the weekly Project meetings. The Consultant may also be required to attend and

participate in weekly safety tool box meetings as conducted by the Contractor. No minutes will be provided for safety meetings, but will be noted in the inspector's daily report.

4.2 Project Communication

The Consultant will serve as the primary on-site contact for public inquiries about the project. The Consultant will develop and regularly maintain a communications log that documents all project inquiries (by phone, e-mail, or in person) and their resolution. All calls will be recorded in a phone memorandum. The Consultant will develop responses to inquiries within 24 hours, and follow up as necessary.

The Consultant will assist the City as requested for other public/agency communications.

4.3 Submittal Management

All Project submittals will be logged and tracked by the Consultant. The Consultant will coordinate and process the receipt, distribution, review and compilation of comments; and monitor and track the processing of RFI's, submittals, samples, shop drawings, steel reinforcing details, bar lists, mix designs, test reports, traffic control plans, change orders, payment requests, certified payrolls, and other submittals from the Contractor for compliance with the contract documents.

The Consultant will prepare a matrix that identifies key submittals that will be transmitted to the design engineer and/or the City for review and approval.

The Consultant will track and approve the processing of the Record of Materials (ROM) and Request for Approval of Materials (RAM's) and review and distribute as necessary. All Contractor submittals to City staff and/or EOR for will be submitted for approval, including proposed designs, construction methods and procedures for the various components of the structures, formwork and false work submittals, catalog cuts, and shop drawings for compliance with the Contract documents. The Consultant will seek technical expertise from the EOR when required for clarification or resolution of Contract drawings.

The Consultant will process the requests for sublet; and will review and approve the requests according to WSDOT specs.

The Consultant will review and respond on the SPCC / Erosion Control Plan and will monitor the Contractor's administration of the Plan.

The Consultant will monitor the Contractor's preparation of quarterly and annual DBE Reports, and will transmit them to the WSDOT Local Programs office.

4.4 Inspection Services

The Consultant will inspect on-site construction methods, products, materials, and activities for conformance with the project plans, specifications, Contract documents, submittals and applicable codes and design standards with the ROM. Any non-conformances, deviations, defects or deficiencies observed will be documented and communicated to the City.

The Inspector will be the City's representative to coordinate and facilitate the Contractor's work with Utilities, and the adjoining property owners on the project.

The Consultant will review the required wage rates and conduct the required employee wage interviews. The Consultant will also track the required DBE goals, and prepare Monthly Utilization Reports.

The Consultant will track and inspect all materials deliveries, storage and protection for compliance. The Consultant will coordinate the technical inspection and verify acceptance testing for all project materials and constructed components as specified by the ROM.

The Consultant will document all observed non-conforming work, and as necessary in conjunction with the Construction Administration and Inspection Team and make recommendations to the City for corrective measures. In addition, the Construction Administration and Inspection Team will notify the Contractor immediately and proactively work with the Contractor to resolve such issues. Resolution of all nonconforming issues/item, will be tracked to assure that corrective work is completed. As necessary, disputes will be elevated to the proper level.

The Consultant will prepare Inspector's Daily Reports (IDRs) by utilizing an electronic Inspector's Daily Report forms that meets WSDOT criteria documenting weather conditions, labor, equipment, and materials used, material and equipment deliveries to the site, phases of work being undertaken with start and stop times, work by bid item number, environmental permit compliance, Contractor contacts made, visitors to the site, quality of work, shortages, requests for change orders, engineer directives and/or clarifications, design issues, safety, traffic management, accidents, any notices received, interfaces with other agencies and government officials, identification of different site conditions and contaminated materials and the influence of external events such as weather and strikes which may affect the cost or completion schedule for the work. IDR's will be posted to Sharefile by the end of the next day's shift.

The Consultant will provide daily reports on any Force Account items on forms that meet WSDOT criteria, and document and calculate the amount to be paid for work performed on the force account.

The Consultant will use WSDOT form 422-635 to document and record field calculations and notes.

4.5 Field Survey

The Consultant will provide quality assurance field control by using Pace Engineering's survey crew. They will perform field survey as required to ensure the project is being built according to the plan documents in regards to horizontal and vertical location.

4.6 Claims/Change Order Administration

The Consultant will work to resolve day-to-day construction disputes which may occur during the course of the Project, and will promptly inform the City of notices of changes or claims/issues raised by the Contractor.

The Consultant will assist and work on behalf of the City in preparing and negotiating claims, change order costs and time extensions by evaluating the Contractor's proposal and performing a preliminary evaluation of the contents of the change or claim and obtaining factual information concerning the change or claim to evaluate merit and entitlement. The Consultant will prepare independent cost estimates based on the alleged cause of claims or proposed changes submitted by the Contractor. Upon successful change order negotiations, the Consultant will prepare the final change order for execution by the City and the Contractor. Where applicable, the Consultant will prepare alternate estimates based on varying scenarios of the change or claim cause. These estimates will be transmitted to the City and will be used in claim or change order rulings and negotiations. All delays and extra work will be monitored and tracked. The Consultant will advise the City of the acceptability of price and time extension prior to submittal to the Contractor for their signature.

The Consultant will coordinate with and obtain written concurrence from the EOR on the description of work for each change order, which will be included as an attachment to the change order.

The Consultant will prepare and maintain a Change Order Report which will be provided to the City on a weekly basis. The report will document and track change order information pertaining to proposed and executed change orders and their effect on the contract price as of the date of the report.

The Consultant will coordinate emergency change order work as directed by the City.

If necessary, the Consultant will provide dispute resolution procedures and expert witness deposition during litigation (associated time not included in current budget).

All minor items of work, per the contract bid item, will be approved by the City's Project Manager before the Consultant directs the Contractor to proceed with the work.

4.7 Monthly Construction Contract Schedule Review

The Consultant will perform an initial detailed schedule review of the Contractor provided CPM for conformance with the contract documents, and will discuss related schedule issues or concerns with the City.

The Consultant will review and respond to the Contractor's updated construction schedule and compare with field-observed progress. The Consultant will monitor and regularly report to the City regarding schedule compliance. If issues arise, the Consultant will report to the City with suggested resolutions, and coordinate with Contractor in the development of recovery schedules, as needed, to address delays caused by either events or issues within the Contractor's control or other events or issues beyond the Contractor's control.

The Consultant will advise the City and make recommendations for exercising the City's contract prerogatives, including giving the Contractor notice to accelerate the project progress, withhold payment for cause, and other prerogatives available in an effort to achieve contract and schedule compliance.

4.8 Review Contractor Payment Requests

The Consultant will track installed quantities, review Contractor's invoices for materials, and provide a monthly pay estimate for the City to make payment to the Contractor based on measured quantities of work performed for each bid item. As necessary, the Consultant will prepare correspondence explaining payment recommendations.

4.9 Document Reviews

The Consultant will conduct periodic internal quality documentation audits to monitor that documentation is complete and accurate. The audit will be conducted by an independent member of the Consultant's staff. The Consultant's project team will then respond to findings and recommendations from the audit.

The Consultant will assist the City with and will attend all Document Reviews conducted by WSDOT Local Programs and the Washington State Department of Commerce for the Project, including any preliminary Document Review(s) during the construction of the Project, and a Project Management Review (PMR) after completion of the Project.

4.10 Record Drawings

The Consultant will review record drawings prepared by the Contractor, and will prepare and maintain a conformed set of field record drawings based on Contractor provided information and from inspection notes. The field record drawings will be verified on a monthly basis, as part of the progress payment to the Contractor. Upon project completion, contractor provided markups will be verified for completeness and supplemented with inspection information. The Consultant will then forward the final conformed field record drawings to the EOR who will prepare the final record drawings.

4.11 Materials Testing

The Consultant will coordinate and manage all materials testing required on the Project. The Consultant will document and evaluate results of testing, and address deficiencies. The Consultant will use Mayes Testing to perform necessary field and lab testing of structural concrete.. All testing will be performed by the Consultant's sub consultant Mayes Testing for those items requiring physical acceptance testing in accordance with the project plans and specifications. Testing will be done according to the Local Agency Guidelines (LAG) and the WSDOT Construction Manual (as modified by the LAG manual). Specifically, this includes Table 9-3.7 of the WSDOT CN Manual as modified by Section 52.3 Quality Control of the LAG.

4.12 Project Closeout

When appropriate, the Consultant will make a recommendation for issuance of substantial construction completion. The Consultant will coordinate with the City, the engineer of record, sub-consultants, Utilities, and other affected agencies to perform a project walk through and inspection, and oversee production of a comprehensive list of deficiencies and punch list items to be completed by the Contractor. The punch list and Certificate of Substantial Completion will be prepared by the Consultant and issued by the City. The Consultant will sign-off on punch list work as it is completed in accordance with the Contract documents.

Following completion of all punch list work, the Consultant will recommend that the City and/or Utilities accept the Project. Once all involved entities have accepted the Project in writing, the Consultant will prepare a Certificate of Physical Completion, which will be issued by the City.

5 CONTRACT ADMINISTRATION POST-CONSTRUCTION ACTIVITIES

5.1 Substantial and Physical Completion

The Consultant will prepare and/or finalize all of the necessary reports and documentation for the Project, including but not limited to the final pay estimate, comparison of preliminary and final quantities, record of material samples and tests, material certifications, affidavit of wages paid, and affidavit of amount paid to DBE participants.

Upon completion of all work on the Project, the Consultant will deliver all Project documents to the City for permanent storage. Project documentation will be neatly organized and labeled in standard filing boxes. A copy of all digital files related to the construction project, including all e-mails, will be provided to the City on a mass storage device (thumb drive, or approved equivalent). The Consultant may keep a copy of the project documents for their records.

The Consultant will assist the City in resolving any outstanding Contractor claims and then prepare all necessary documentation to finalize.

The Consultant will take a series of post-construction photographs which will document the final condition of the Project right-of-way, and all relevant buildings and structures adjoining the site. Photos will be cataloged as to their location, date, and other relevant information. The Consultant will provide a copy of the post-construction photographs to the City in digital format.

6 MANAGEMENT RESERVE

At the request of the City, the Consultant will provide optional services as required.

DELIVERABLES

The following is a summary of the deliverables contained within this scope of services, which will be delivered via Sharefile:

1. Monthly Invoices and Progress Reports
2. ROM
3. Pre-construction Conference agenda and materials
4. Pre-construction Conference meeting minutes
5. Pre-construction Photographs
6. Construction Management Plan w/ Risk Registry
7. Communications Log
8. Submittal Log
9. Inspector Daily Reports w/ Construction Photographs
10. Meeting agenda's and minutes for all Project meetings
11. Change Order Log
12. RFI Log
13. Issues Log
14. Internal Quality Review Reports
15. Monthly contractor pay estimate
16. Certificate of Substantial Completion with punch list
17. Physical completion letter and recommendation of final acceptance letter
18. Post-construction Photographs
19. Construction Record Drawings
20. All project records at the completion of the contract

Exhibit D
City of Des Moines
Redondo Boardwalk Repair Project
Construction Management Services
Construction Administration and Inspection Team
Summary of Cost

Task	Exeltech	Mayes Testing	Pace	Total
1. PROJECT MANAGEMENT	\$2,770.78			\$2,770.78
2. ENGINEERING BID SUPPORT AND ENGINEER OF RECORD (EOR) ACTIVITIES				
2.1 Bid Support Services	\$19,410.88			\$19,410.88
2.2 Engineer of Record	\$17,738.23			\$17,738.23
3. CONTRACT ADMINISTRATION PRE-CONSTRUCTION ACTIVITIES				
3.1 Construction Team Preparation	\$18,325.83			\$18,325.83
3.2 Pre-Construction Conference	\$5,614.38			\$5,614.38
4. CONTRACT ADMINISTRATION AND INSPECTION FOR CONSTRUCTION	\$271,855.66	\$9,935.70	\$3,284.73	\$285,076.09
5. CONTRACT ADMINISTRATION POST-CONSTRUCTION ACTIVITIES				
5.1 Post-Construction	\$14,386.14			\$14,386.14
6. MANAGEMENT RESERVE				
TOTAL LABOR COSTS	\$350,101.90	\$9,935.70	\$3,284.73	\$363,322.34
Direct Costs	\$2,224.00	\$3,950.00	\$28.25	\$6,202.25
Management Reserve				\$10,000.00
TOTAL	\$352,325.90	\$13,885.70	\$3,312.98	\$379,524.59

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Exhibit D
City of Des Moines
Redondo Boardwalk Repair Project
Construction Management Services
Construction Administration and Inspection Team
Hours Sheet

Task	Exeltech Labor Hours												Mayes Testing Labor Hours				Pace Labor Hours									
	QA/QC Principal Engineer	Project Manager	EOR - Project Eng - Roadway	EOR - Design Eng - Bridge	EOR - Cadd Tech	EOR - Environmental Planner	Resident Engineer	Field Inspectors	Office Engineer	QA/QC Office Engineer	Documentation Administrator	Administration	Total Exeltech Labor Hours	Inspector I	Inspector II	Project Manager	Total Mayes Labor Hours	Principal Surveyor	Sr. Project Surveyor	Project Surveyor	Sr. Party Chief	Survey Tech II	Survey Tech I	Project Administrator	Total Pace Labor Hours	Total All Consultants
1. PROJECT MANAGEMENT		15										2	17													17
2. ENGINEERING BID SUPPORT AND ENGINEER OF RECORD (EOR) ACTIVITIES																										
2.1 Bid Support Services		12	30	20	35		30		20			2	149													149
2.2 Engineer of Record		5	5	80	20	10							120													120
3. CONTRACT ADMINISTRATION PRE-CONSTRUCTION ACTIVITIES																										
3.1 Construction Team Preparation		2	6	6		6	20	20	40	2	60		162													162
3.2 Pre-Construction Conference		6					10	6	6		20		48													48
4. CONTRACT ADMINISTRATION AND INSPECTION FOR CONSTRUCTION	2	115					345	1,035	230	20	460		2,207	120		6	126		1	6	8	8	6	4	33	2,366
5. CONTRACT ADMINISTRATION POST-CONSTRUCTION ACTIVITIES																										
5.1 Post-Construction		4					30	20	20	10	40		124													124
6. MANAGEMENT RESERVE																										
Total	2	159	41	106	55	16	435	1,081	316	32	580	4	2,827	120	0	6	126	0	1	6	8	8	6	4	33	2,986

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Exhibit D
Consultant Fee Determination - Summary Sheet
Construction Administration and Inspection Team
Cost Plus Fixed Fee

Redondo Boardwalk Repair
City of Des Moines
Task Description:
Consultant Fee Determination
Consultant: Exeltech Consulting, Inc.

Start Date
End Date
Exeltech Project #

Code	Classification	Man Hours		Rate	Dollars
LABOR		Hours			
	QA/QC Principal Engineer	2	x	\$69.87 =	139.74
	Project Manager	159	x	\$56.00 =	8,904.00
	EOR - Project Eng - Roadway	41	x	\$45.00 =	1,845.00
	EOR - Design Eng - Bridge	106	x	\$52.00 =	5,512.00
	EOR - Cadd Tech	55	x	\$27.50 =	1,512.50
	EOR - Environmental Planner	16	x	\$53.39 =	854.24
	Resident Engineer	435	x	\$49.05 =	21,336.75
	Field Inspectors	1,081	x	\$42.00 =	45,402.00
	Office Engineer	316	x	\$36.85 =	11,644.60
	QA/QC Office Engineer	32	x	\$35.00 =	1,120.00
	Documentation Administrator	580	x	\$26.00 =	15,080.00
	Administration	4	x	\$29.00 =	116.00
	Total Hours	2,827			
	Total DSC			=	\$113,466.83

	% Increase	% of Work		
Labor Escalation for '16	0.0	0	=	\$0.00
Escalated Total DSC			=	\$113,466.83

Overhead (OH Cost -- including Salary Additives)				
OH Rate x DSC of	178.55%	x	\$113,466.83 =	\$202,595.03
Fixed Fee (FF):				
FF Rate x DSC of	30.00%	x	\$113,466.83 =	\$34,040.05

Reimbursables	Quantity	Units	@	Rate	In Scope
<u>Itemized</u>					
Postage	15	each	@	\$15.00 =	\$225.00
Mileage	1,800	each	@	\$0.56 =	\$999.00
Reproduction		each	@	\$0.25 =	\$0.00
Project Trailer Rental		Est	@	\$1,000.00 =	\$0.00
Misc.	1	Est	@	\$1,000.00 =	\$1,000.00
Reimbursables Total					\$2,224.00

Exeltech Subtotal	\$352,325.91
Subconsultant Costs (See Exhibit G)	\$17,198.68
Sub-Total	\$369,524.59
Management Reserve	\$10,000.00
Total	\$379,524.59

Exhibit E
Construction Administration and Inspection Team
Subconsultant Fee Determination - Summary Sheet

Redondo Boardwalk Repair	Start Date	
City of Des Moines		
Task Description: Materials Testing	End Date	
Consultant Fee Determination		Exeltech Project #
Consultant: Mayes Testing		

Classification	Hours	Labor Rate	Dollars
Inspector I	120	x \$26.50 =	\$3,180.00
Inspector II	0	x \$15.00 =	\$0.00
Project Manager	6	x \$35.75 =	\$214.50
Total Hours	126		
		Total Direct Labor Cost =	\$3,394.50

Labor Escalation for '16	% Increase	0	% of Work	0	=	0.00
Escalated Total DSC					=	<u>3,394.50</u>

Overhead (OH Cost -- including Salary Additives)		
OH Rate x DSC of	<u>162.70%</u>	x <u>\$3,394.50</u> =
		\$5,522.85

Fixed Fee (FF):		
FF Rate x DSC of	<u>30.00%</u>	x <u>\$3,394.50</u> =
		\$1,018.35

Reimbursables	Quantity	Units	Rate	Total
Itemized				
Concrete Compression Test Cylinders - Sets of 4	42	each @	\$25.00 =	\$1,050.00
Grout Compressive Strength Test	36	each @	\$25.00 =	\$900.00
HMA testing	1	each @	\$2,000.00 =	\$2,000.00
				\$3,950.00
				<u>\$13,885.70</u>

Prepared By: _____

Date: _____

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**City of Des Moines
Redondo Boardwalk Repair Project**

Bid Tabulations

NO.	STD. ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	Engineer's Estimate		Contractor 1		Contractor 2		Contractor 3		Contractor 4		Contractor 5		Contractor 6	
					UNIT PRICE	AMOUNT	Quigg Brothers, Inc.		Stellar J		MJ Hughes Const. Inc.		Ceccanti, Inc.		McClure & Sons, Inc.		Road Const. NW, Inc.	
							UNIT PRICE	AMOUNT										
Schedule A																		
1	0001	MOBILIZATION	1	L.S.	10%	\$ 280,977.00	\$270,000.00	\$270,000.00	\$300,000.00	\$300,000.00	\$250,000.00	\$250,000.00	\$259,000.00	\$259,000.00	\$294,413.00	\$294,413.00	\$400,000.00	\$400,000.00
2	0050	Removal of Structure and Obstruction	1	L.S.	\$240,000.00	\$ 240,000.00	\$250,000.00	\$250,000.00	\$215,000.00	\$215,000.00	\$225,000.00	\$225,000.00	\$275,000.00	\$275,000.00	\$250,000.00	\$250,000.00	\$291,000.00	\$291,000.00
3	---	Access to Girder Bolts	1	L.S.	\$31,380.00	\$ 31,380.00	\$56,000.00	\$56,000.00	\$50,000.00	\$50,000.00	\$99,600.00	\$99,600.00	\$48,500.00	\$48,500.00	\$55,000.00	\$55,000.00	\$73,400.00	\$73,400.00
4	---	Precast Deck Slabs	161	EA	\$4,200.00	\$ 676,200.00	\$4,600.00	\$740,600.00	\$5,000.00	\$805,000.00	\$4,840.00	\$779,240.00	\$5,970.00	\$961,170.00	\$4,500.00	\$724,500.00	\$5,275.00	\$849,275.00
5	---	View Point Precast Deck Slabs	4	EA	\$5,000.00	\$ 20,000.00	\$3,000.00	\$12,000.00	\$4,000.00	\$16,000.00	\$3,800.00	\$15,200.00	\$772.00	\$3,088.00	\$2,750.00	\$11,000.00	\$6,550.00	\$26,200.00
6	---	Typical Precast Crossbeam	152	EA	\$2,100.00	\$ 319,200.00	\$3,000.00	\$456,000.00	\$3,700.00	\$562,400.00	\$3,440.00	\$522,880.00	\$1,600.00	\$243,200.00	\$4,700.00	\$714,400.00	\$2,960.00	\$449,920.00
7	---	Special Precast Crossbeam	10	EA	\$2,100.00	\$ 21,000.00	\$4,000.00	\$40,000.00	\$5,000.00	\$50,000.00	\$3,560.00	\$35,600.00	\$1,500.00	\$15,000.00	\$5,000.00	\$50,000.00	\$3,000.00	\$30,000.00
8	---	Conc. Class 6000M - Precast Deck Slab Closure Pour	162	EA	\$900.00	\$ 145,800.00	\$300.00	\$48,600.00	\$900.00	\$145,800.00	\$330.00	\$53,460.00	\$465.00	\$75,330.00	\$1,525.00	\$247,050.00	\$1,500.00	\$243,000.00
9	---	Conc. Class 6000M - Cast-in-place Span 1	1	EA	\$1,600.00	\$ 1,600.00	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$2,250.00	\$2,250.00	\$5,500.00	\$5,500.00	\$1,500.00	\$1,500.00	\$3,700.00	\$3,700.00
10	---	Stain Concrete Deck Slabs	165	EA	\$560.00	\$ 92,400.00	\$200.00	\$33,000.00	\$150.00	\$24,750.00	\$206.00	\$33,990.00	\$191.00	\$31,515.00	\$200.00	\$33,000.00	\$200.00	\$33,000.00
11	---	Stain Precast Deck Slab Closure Pours	161	EA	\$100.00	\$ 16,100.00	\$30.00	\$4,830.00	\$35.00	\$5,635.00	\$28.80	\$4,636.80	\$45.00	\$7,245.00	\$25.00	\$4,025.00	\$30.00	\$4,830.00
12	---	Pile Encapsulation	167	EA	\$1,300.00	\$ 217,000.00	\$1,000.00	\$167,000.00	\$625.00	\$104,375.00	\$780.00	\$130,260.00	\$2,600.00	\$434,200.00	\$1,000.00	\$167,000.00	\$1,575.00	\$263,025.00
13	---	SWP Pile Encapsulation	6	EA	\$1,950.00	\$ 11,700.00	\$1,000.00	\$6,000.00	\$1,300.00	\$7,800.00	\$2,350.00	\$14,100.00	\$2,500.00	\$15,000.00	\$4,000.00	\$24,000.00	\$1,675.00	\$10,050.00
14	---	Pedestrian Rail	2,602	LF	\$214.00	\$ 556,828.00	\$210.00	\$546,420.00	\$200.00	\$520,400.00	\$250.00	\$650,500.00	\$231.00	\$601,062.00	\$355.00	\$923,710.00	\$333.00	\$866,466.00
15	---	Access Ladders	5	EA	\$2,000.00	\$ 10,000.00	\$2,500.00	\$12,500.00	\$2,000.00	\$10,000.00	\$1,640.00	\$8,200.00	\$2,700.00	\$13,500.00	\$2,800.00	\$14,000.00	\$5,250.00	\$26,250.00
16	6403	ESC Lead	100	DAY	\$7.25	\$ 725.00	\$65.00	\$6,500.00	\$20.00	\$2,000.00	\$73.00	\$7,300.00	\$40.00	\$4,000.00	\$100.00	\$10,000.00	\$90.00	\$9,000.00
17	6471	Inlet Protection	14	EA	\$100.00	\$ 1,400.00	\$95.00	\$1,330.00	\$90.00	\$1,260.00	\$76.50	\$1,071.00	\$48.00	\$672.00	\$150.00	\$2,100.00	\$90.00	\$1,260.00
18	6488	Erosion/Water Pollution Control	1	EST.	\$10,000.00	\$ 10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
19	6806	Paint Line	6,500	LF	\$1.00	\$ 6,500.00	\$0.30	\$1,950.00	\$0.25	\$1,625.00	\$1.10	\$7,150.00	\$0.25	\$1,625.00	\$0.40	\$2,600.00	\$0.30	\$1,950.00
20	6857	Plastic Crosswalk Line	2,000	SF	\$8.00	\$ 16,000.00	\$5.00	\$10,000.00	\$4.35	\$8,700.00	\$3.40	\$6,800.00	\$4.00	\$8,000.00	\$5.00	\$10,000.00	\$5.00	\$10,000.00
21	6833	Plastic Traffic Arrow	13	EA	\$150.00	\$ 1,950.00	\$100.00	\$1,300.00	\$90.00	\$1,170.00	\$197.00	\$2,561.00	\$90.00	\$1,170.00	\$125.00	\$1,625.00	\$100.00	\$1,300.00
22	---	Boardwalk Pedestrian Lighting	1	L.S.	\$165,000.00	\$ 165,000.00	\$140,000.00	\$140,000.00	\$175,000.00	\$175,000.00	\$220,000.00	\$220,000.00	\$170,000.00	\$170,000.00	\$150,000.00	\$150,000.00	\$225,000.00	\$225,000.00
23	6993	Portable Changeable Message Sign	2000	HR	\$8.00	\$ 16,000.00	\$10.00	\$20,000.00	\$5.00	\$10,000.00	\$15.80	\$31,600.00	\$2.00	\$4,000.00	\$17.00	\$34,000.00	\$7.00	\$14,000.00
24	6971	Project Temporary Traffic Control	1	L.S.	\$180,000.00	\$ 180,000.00	\$175,000.00	\$175,000.00	\$170,000.00	\$170,000.00	\$137,800.00	\$137,800.00	\$150,000.00	\$150,000.00	\$75,000.00	\$75,000.00	\$185,000.00	\$185,000.00
25	7003	Type B Progress Schedule	1	L.S.	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 7,700.00	\$ 7,700.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00
26	7037	Structure Surveying	1	L.S.	\$20,000.00	\$ 20,000.00	\$15,000.00	\$15,000.00	\$3,000.00	\$3,000.00	\$13,500.00	\$13,500.00	\$4,500.00	\$4,500.00	\$25,000.00	\$25,000.00	\$19,200.00	\$19,200.00
27	7054	Detectable Warning Surface	48	SF	\$60.00	\$ 2,880.00	\$60.00	\$2,880.00	\$58.00	\$2,784.00	\$79.00	\$3,792.00	\$50.00	\$2,400.00	\$120.00	\$5,760.00	\$75.00	\$3,600.00
28	7728	Minor Change	EST.	EST.	\$15,000.00	\$ 15,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
29	7736	SPCC Plan	1	L.S.	\$2,000.00	\$ 2,000.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00
30	---	Biologist Site Survey	30	HR	\$150.00	\$ 4,500.00	\$130.00	\$3,900.00	\$190.00	\$5,700.00	\$188.00	\$5,640.00	\$150.00	\$4,500.00	\$180.00	\$5,400.00	\$340.00	\$10,200.00
31	---	Pre-Construction Photographs	1	L.S.	\$1,000.00	\$ 1,000.00	\$500.00	\$500.00	\$500.00	\$500.00	\$950.00	\$950.00	\$100.00	\$100.00	\$1,000.00	\$1,000.00	\$2,700.00	\$2,700.00
32	---	Inspector's Trailer and Site	1	L.S.	\$5,000.00	\$ 5,000.00	\$4,500.00	\$4,500.00	\$10,000.00	\$10,000.00	\$7,300.00	\$7,300.00	\$30,000.00	\$30,000.00	\$10,000.00	\$10,000.00	\$22,000.00	\$22,000.00
Total Schedule A						\$ 3,090,740.00	Total Schedule A =	\$ 3,060,810.00	Total Schedule A =	\$ 3,244,899.00	Total Schedule A =	\$ 3,310,080.80	Total Schedule A =	\$ 3,401,277.00	Total Schedule A =	\$ 3,879,083.00	Total Schedule A =	\$ 4,110,326.00

Schedule B																		
NO.	STD. ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Contractor 1	Contractor 2	Contractor 3	Contractor 4	Contractor 5	Contractor 6						
							UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT						
33	0001	Mobilization	1	L.S.	10%	\$8,605.00	\$4,000.00	\$4,000.00	\$13,000.00	\$13,000.00	\$48,400.00	\$48,400.00						
34	0050	Removal of Structure and Obstruction	1	L.S.	\$4,000.00	\$4,000.00	\$7,000.00	\$7,000.00	\$12,300.00	\$12,300.00	\$4,110.00	\$4,110.00						
35	---	Intersection Excavation and Grading Incl. Haul	1	L.S.	\$3,000.00	\$3,000.00	\$9,000.00	\$9,000.00	\$4,750.00	\$4,750.00	\$8,700.00	\$8,700.00						
36	3080	Adjust Manhole	1	EACH	\$500.00	\$ 500.00	\$750.00	\$750.00	\$950.00	\$950.00	\$860.00	\$860.00						
37	3091	Catch Basin Type 1	5	EACH	\$1,500.00	\$ 7,500.00	\$2,000.00	\$10,000.00	\$1,100.00	\$5,500.00	\$1,920.00	\$9,600.00						
38	3100	Adjust Catch Basin	2	EACH	\$500.00	\$ 1,000.00	\$750.00	\$1,500.00	\$900.00	\$1,800.00	\$830.00	\$1,660.00						
39	3541	Schedule A Storm Sewer Pipe 12 In. Diam.	106	LF	\$50.00	\$ 5,300.00	\$80.00	\$8,480.00	\$81.00	\$8,586.00	\$103.00	\$10,918.00						
40	5120	Crushed Surfacing Top Course	150	TON	\$40.00	\$ 6,000.00	\$50.00	\$7,500.00	\$38.00	\$5,700.00	\$58.00	\$8,700.00						
41	5625	Cement Conc. Pavement	10	CY	\$575.00	\$ 5,750.00	\$750.00	\$7,500.00	\$750.00	\$7,500.00	\$860.00	\$8,600.00						
42	5767	HMA Cl. 1/2 In. PG 64-22	85	TON	\$175.00	\$ 14,875.00	\$140.00	\$11,900.00	\$130.00	\$11,050.00	\$146.00	\$12,410.00						
43	6700	Cement Conc. Traffic Curb and Gutter	30	LF	\$40.00	\$ 1,200.00	\$50.00	\$1,500.00	\$70.00	\$2,100.00	\$59.00	\$1,770.00						
44	6707	Cement Conc. Pedestrian Curb	100	LF	\$30.00	\$ 3,000.00	\$55.00	\$5,500.00	\$70.00	\$7,000.00	\$44.50	\$4,450.00						
45	6857	Plastic Crosswalk Line	140	SF	\$8.00	\$ 1,120.00	\$5.00	\$700.00	\$4.35	\$609.00	\$4.00	\$560.00						
46	6890	Permanent Signage	1	L.S.	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$300.00	\$300.00	\$510.00	\$510.00						
47	6971	Project Temporary Traffic Control	1	L.S.	\$5,000.00	\$5,000.00	\$11,000.00	\$11,000.00	\$10,000.00	\$10,000.00	\$4,390.00	\$4,390.00						
48	6993	Portable Changeable Message Sign	1350	HR	\$8.00	\$ 10,800.00	\$9.00	\$12,150.00	\$5.00	\$6,750.00	\$15.80	\$21,330.00						
49	7006	Structure Excavation Class B Incl. Haul	25	CY	\$25.00	\$ 625.00	\$25.00	\$625.00	\$70.00	\$1,750.00	\$36.00	\$900.00						
50	7038	Roadway Surveying	1	L.S.	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$12,500.00	\$12,500.00						
51	7041	Bollard Type 1	10	EACH	\$500.00	\$ 5,000.00	\$1,300.00	\$13,000.00	\$350.00	\$3,500.00	\$650.00	\$6,500.00						
52	7055	Cement Conc. Sidewalk	65	SY	\$60.00	\$ 3,900.00	\$100.00	\$6,500.00	\$130.00	\$8,450.00	\$68.00	\$4,420.00						
53	7054	Detectable Warning Surface	58	SF	\$60.00	\$ 3,480.00	\$60.00	\$3,480										

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Bidders Checklist

The Bidder's attention is called to the following forms which must be executed in full as required:

(a) Proposal

The unit prices bid must be shown in the space provided. Final sheet on proposal must be filled in and signed by the bidder. Refer to Instructions for Bidders regarding submittal of proposals.

All items in the Bid Proposal must be completed, or the bid shall be considered non-responsive. Basis for award shall be the lowest total Bid included in the Proposal.

The Owner will correct obvious mathematical errors in bid proposals.

b) Bond Accompanying Bid

This form is to be executed by the Bidder and the surety company unless bid is accompanied by a cashier's check or certified check. The amount of this bond shall be not less than five percent (5%) of the total bid, including sales tax, if applicable, and may be shown in dollars or on a percentage basis. On federally funded projects, a surety's name must also appear on the United States' Treasury Department's list of authorized sureties - Circular 570 as amended.

(c) Non-Collusion Affidavit

This form must be filled in, signed, and notarized.

(d) Statement of Bidder's Qualifications

(e) Statement of Proposed Subcontractors and Material Suppliers

All subcontractors must be approved in writing by the Engineer prior to commencing any work.

(f) Disadvantaged Business Enterprise Utilization Certification

(g) Local Agency DBE Written Confirmation Document

(h) Non Collusion Declaration

(i) Certification for Federal-Aid Contracts

(j) Local Agency Subcontractor List

(k) Required Contract Provisions Federal-Aid Construction Contracts

Proposal

Redondo Boardwalk Repair Project

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

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

The undersigned bidder hereby agrees to start construction within ten (10) days after the issue of the Notice to Proceed, and to complete the contract within 110 working days thereafter. This period shall be known as the "Contract Time" for the purposes of the project.

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

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

The City reserves the right to not award the project.

The Owner will correct obvious mathematical errors in bid proposals.

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

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

Proposal (Continued)

The following bid prices shall include all material, labor, tools, equipment and all taxes.

Schedule A

Bid Item	WSDOT STD NO.	ITEM DESCRIPTION	Total Qty	UNIT	Unit Price	Total Price
1	0001	Mobilization	1	L.S.	300,000.00 ^{PER} 300,000.00	\$ 300,000.00 ^{PER} \$ 300,000.00
2	0050	Removal of Structure and Obstruction	1	L.S.	215,000.00	\$ 215,000.00
3	----	Access to Girder Bolts	1	L.S.	50,000.00	\$ 50,000.00
4	---	Precast Deck Slab	161	EACH	5,000.00	\$ 805,000.00
5	---	View Point Precast Deck Slab	4	EACH	4,000.00	\$ 16,000.00
6	----	Typical Precast Crossbeam	152	EACH	3,700.00	\$ 562,400.00
7	---	Special Precast Crossbeam	10	EACH	5,000.00	\$ 50,000.00
8	----	Conc. Class 6000M - Precast Deck Slab Closure Pour	162	EACH	900.00	\$ 145,800.00
9	----	Conc. Class 6000M - Cast-In-Place Span 1	1	EACH	4,000.00	\$ 4,000.00
10	----	Stain Concrete Deck Slabs	165	EACH	150.00	\$ 24,750.00
11	----	Stain Precast Deck Slab Closure Pours	161	EACH	35.00	\$ 5,635.00
12	----	Pile Encapsulation	167	EACH	625.00	\$ 104,375.00
13	----	SWP Pile Encapsulation	6	EACH	1,300.00	\$ 7,800.00
14	----	Pedestrian Rail	2,602	LF	200.00	\$ 520,400.00
15	----	Access Ladders	5	EACH	2,000.00	\$ 10,000.00
16	6403	ESC Lead	100	DAY	20.00	\$ 2,000.00

Proposal (Continued)						
Bid Item	WSDOT STD NO.	ITEM DESCRIPTION	Total Qty	UNIT	Unit Price	Total Price
17	6471	Inlet Protection	14	EACH	90.00	\$ 1,260.00
18	6488	Erosion/Water Pollution Control	EST.	EST.	\$10,000	\$10,000.00
19	6806	Paint Line	6,500	LF	0.25	\$ 1,625.00
20	6857	Plastic Crosswalk Line	2,000	SF	4.35	\$ 8,700.00
21	6833	Plastic Traffic Arrow	13	EACH	90.00	\$ 1,170.00
22	----	Boardwalk Pedestrian Lighting	1	L.S.	175,000.00	\$ 175,000.00
23	6993	Portable Changeable Message Sign	2,000	HR.	5.00	\$ 10,000.00
24	6971	Project Temporary Traffic Control	1	L.S.	170,000.00	\$ 170,000.00
25	7003	Type B Progress Schedule	1	L.S.	1,000.00	\$ 1,000.00
26	7037	Structure Surveying	1	L.S.	3,000.00	\$ 3,000.00
27	7054	Detectable Warning Surface	48	SF	58.00	\$ 2,784.00
28	7728	Minor Change	EST.	EST.	\$20,000	\$20,000.00
29	7736	SPCC Plan	1	L.S.	1,000.00	\$ 1,000.00
30	----	Biologist Site Survey	30	HR	190.00	\$ 5,700.00
31	----	Pre-Construction Photographs	1	L.S.	500.00	\$ 500.00
32	----	Inspector's Trailer and Site	1	L.S.	10,000.00	\$ 10,000.00
Total Schedule A Bid Items =						3,244,899.00

Proposal (Continued)

Schedule B

Bid Item	WSDOT STD NO.	ITEM DESCRIPTION	Total Qty	UNIT	Unit Price	Total Price
33	0001	Mobilization	1	L.S.	13,000.00	\$ 13,000.00
34	0050	Removal of Structure and Obstruction	1	L.S.	12,300.00	\$ 12,300.00
35	----	Intersection Excavation and Grading Incl. Haul	1	L.S.	4,750.00	\$ 4,750.00
36	3080	Adjust Manhole	1	EACH	950.00	\$ 950.00
37	3091	Catch Basin Type 1	5	EACH	1,100.00	\$ 5,500.00
38	3100	Adjust Catch Basin	2	EACH	900.00	\$ 1,800.00
39	3541	Schedule A Storm Sewer Pipe 12 In. Diam.	106	LF	81.00	\$ 8,586.00
40	5120	Crushed Surfacing Top Course	150	TON	38.00	\$ 5,700.00
41	5625	Cement Conc. Pavement	10	CY	750.00	\$ 7,500.00
42	5767	HMA Cl. ½ In. PG 64-22	85	TON	130.00	\$ 11,050.00
43	6700	Cement Conc. Traffic Curb and Gutter	30	LF	70.00	\$ 2,100.00
44	6707	Cement Conc. Pedestrian Curb	100	LF	70.00	\$ 7,000.00
45	6857	Plastic Crosswalk Line	140	SF	4.35	\$ 609.00
46	6890	Permanent Signing	1	L.S.	300.00	\$ 300.00
47	6971	Project Temporary Traffic Control	1	L.S.	10,000.00	\$ 10,000.00
48	6993	Portable Changeable Message Sign	1,350	HR.	5.00	\$ 6,750.00
49	7006	Structure Excavation Class B Incl. Haul	25	CY	70.00	\$ 1,750.00

Proposal (Continued)						
Bid Item	WSDOT STD NO.	ITEM DESCRIPTION	Total Qty	UNIT	Unit Price	Total Price
50	7038	Roadway Surveying	1	L.S.	7,500. ⁰⁰	\$ 7,500.00
51	7041	Bollard Type 1	10	EACH	²⁵⁰ 350.00	\$ 3,500.00
52	7055	Cement Conc. Sidewalk	65	SY	130.00	\$ 8,450.00
53	7054	Detectable Warning Surface	58	SF	58.00	\$ 3,364.00
Total Schedule B Bid Items =						\$ 122,459.00

Total Schedule A Bid Price (in figures) \$ 3,244,899.00

Total Schedule A Bid Price (in words) Three million, two hundred forty four thousand eight hundred ninety nine dollars and no cents

Total Schedule B Bid Price (in figures) \$ 122,459.00

Total Schedule B Bid Price (in words) One hundred twenty two thousand four hundred fifty nine dollars and no cents

Total Project (Sum of Schedules A and B) Bid Price (in figures)

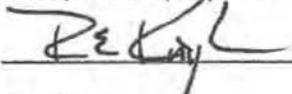
\$ 3,367,358.00

Total Project (Sum of Schedules A and B) Bid Price (in words)

Three million, three hundred sixty seven thousand three hundred fifty eight dollars and no cents

Proposal (Continued)

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

Signed  R.E. Kinghorn

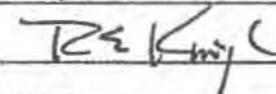
Title President

Name of Bidder Stellar J Corporation

Registration or license, Division of Professional Licensing:

1. License Number STELLJC045J9

2. Date February 1st, 2016

3. Contractor's Signature  R.E. Kinghorn

4. Title President

Address of Bidder: 1363 Down River Drive Woodland, WA. 98674
Street City Zip

Telephone Number of Bidder 360-225-7996
Office Home

Email Contacts ivan@stellarj.com

Date of Bid February 1st, 2016

Proposal (Continued)

Receipt is hereby acknowledged for the following Addenda:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Signature</u>
1	1/26/2016	RE King
2	1/27/2016	RE King
3	1/29/2016	RE King

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

Bid proposal to be submitted in a sealed envelope marked "Bid Enclosed" for Redondo Boardwalk Repair Project.

Form of a Bid Bond

BID BOND DEPOSIT

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

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

Signature _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Stellar J Corporaton _____, as Principal, and Liberty Mutual Insurance Company _____, as Surety, are held and firmly bound unto the City of Des Moines, as Obligee, in the penal sum of Five Percent of the attached Bid and _____00/100 dollars (\$ 5% of bid _____) for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

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

SIGNED, SEALED AND DATED THIS 1st DAY OF February, 2016.

Stellar J Corporation By: [Signature]

Principal Liberty Mutual Insurance Company By: [Signature]

Surety Eric R. Sander, Attorney-In-Fact

Received return of deposit in the sum of _____

Date _____

Signature _____

POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6797543

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint David D. Sander; Eric R. Sander; Ericka D. Carlson

all of the city of Ridgely, state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of November, 2014.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 25th day of November, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of February, 2014.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Non-collusion Affidavit

City of Des Moines

STATE OF WASHINGTON)

) ss.

County of King)

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

Signature

R.E. Kinghorn

R.E. Kinghorn, President

Subscribed and sworn to before me this 1st day

of February, 2016.

Sheryl M Trumbower

Notary Public in and for the State of Washington

Woodland

Residing at



My commission expires

July 28th, 2018

Statement of Bidder's Qualifications

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

1. Name of bidder: Stellar J Corporation

2. Business address and telephone number:

1363 Down River Drive

Woodland, WA. 98674

360-225-7996

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

20

4. Contracts now in hand (gross amount):

\$ 137,500,000

5. General character of work performed by said company:

Wastewater treatment plants, water reclamation facilities, Pump stations, bridges

6. List of more important projects constructed by said company, including approximate costs and dates:

Please see attached Project Reference list

7. List of company's major equipment:

Please see attached equipment list

8. Bank references:

Banner Bank - 3100 SE 164th Drive, Vancouver, WA. 98683

Greg Usselman

360-896-6684 Fax 360-604-0494

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

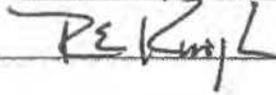
908,480-007

10. Dept. of Revenue registration number:

601 702 222

Name of Bidder Stellar J Corporation

By



R.E. Kinghorn

Title President

Date 2/1/2016

Local Agency Disadvantaged Business Enterprise Utilization Certification

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. The Bidder must submit good faith effort documentation only in the event the bidder's efforts to solicit sufficient DBE participation has been unsuccessful. The successful bidder's Disadvantage Business Enterprise Utilization Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE online at: <http://omwbe.wa.gov/directory-of-certified-firms/>

Stellar J Corporation certifies that the Disadvantaged Business Enterprise (DBE)
(Box 1) Name of Bidder

Firms listed below have been contacted regarding participation on this project. If this bidder is successful on this project and is awarded the contract, it shall assure that subcontracts or supply agreements are executed with those firms where an "Amount to be Applied Towards Goal" is listed. (If necessary, use additional sheet.)

Column 1 Name of DBE Certificate Number	Column 2 Project Role (Prime, Joint Venture, Subcontractor, Manufacturer, Regular Dealer, Force Account)	Column 3 Description of Work	Column 4 Amount to be Applied Towards Goal
1. Chuck of All Trades D5F1021136	Sub	Flaggers and Traffic Control	128,769.50
2. Danasco D2F0023527	Sub	Saw cutting	5,770.00
3. Silver Streak D2F0018670	Sub	Trucking	8,652.00
4. MSD Construction D5M0024003	Sub	ornamental rail fence installation	434,898.00 REK
5. Belarde Company D5M00110842	Sub	concrete form, pour finish	63,051.00
6.			
7.			
8.			
9.			
10.			

Disadvantaged Business Enterprise Subcontracting Goal: 19% DBE Total \$ 644,138.50 ***
Box 2 Box 3

* Regular Dealer status must be approved prior to bid submittal by the Office of Equal Opportunity, Wash. State Dept. of Transportation, on each contract.

** See the section "Crediting DBE Participation Toward Meeting the Goal" in the Contract Document.

*** The Contracting Agency will utilize this amount to determine whether or not the bidder has met the goal. In the event of an arithmetic difference between this total and the sum of the individual amounts listed above, then the sum of the amounts listed shall prevail and the total will be revised accordingly. Participation in excess of the goal amount will be considered voluntary or race-neutral participation.

SR

DOT Form 272-056A
10/2015

City of Des Moines
21650 11th Avenue South
Des Moines, WA 98198

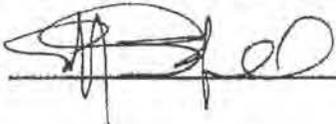
Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Document

As an authorized representative of the Disadvantaged Business Enterprise (DBE), I confirm that we have been contacted by the referenced bidder with regard to the referenced project and if the bidder is awarded the contract we will enter into an agreement with the bidder to participate in the project consistent with the information provided in the bidder's Disadvantaged Business Enterprise Utilization Certification.

Contract Title: Redondo Boardwalk Repair Project

Bidder's Business Name: Stellar J Corporation

DBE's Business Name: Silver Streak inc

DBE Signature: 

DBE's Title: Estimator

Date: 2.1.16

The entries must be consistent with what is shown on the bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in bid rejection. See contract provision; *Disadvantaged Business Enterprise Condition of Award Participation.*

Description of Work: Dump Trucking / TRUCKING

Amount to be Applied Towards Goal: \$8,650

Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Document

As an authorized representative of the Disadvantaged Business Enterprise (DBE), I confirm that we have been contacted by the referenced bidder with regard to the referenced project and if the bidder is awarded the contract we will enter into an agreement with the bidder to participate in the project consistent with the information provided in the bidder's Disadvantaged Business Enterprise Utilization Certification.

Contract Title: Redondo Boardwalk Repair Project

Bidder's Business Name: Stellar J Corporation

DBE's Business Name: Chick Of All Trades, LLC dba C.O.A.T. Flagging

DBE Signature: 

DBE's Title: Owner

Date: 1/29/2016

The entries must be consistent with what is shown on the bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in bid rejection. See contract provision; *Disadvantaged Business Enterprise Condition of Award Participation*.

Description of Work: Flaggers & Traffic Control

Amount to be Applied Towards Goal: 128,769.50

SR

DOT Form 422-031A EF
07/2011

City of Des Moines
21650 11th Avenue South
Des Moines, WA 98198

Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Document

As an authorized representative of the Disadvantaged Business Enterprise (DBE), I confirm that we have been contacted by the referenced bidder with regard to the referenced project and if the bidder is awarded the contract we will enter into an agreement with the bidder to participate in the project consistent with the information provided in the bidder's Disadvantaged Business Enterprise Utilization Certification.

Contract Title: Redondo Boardwalk Repair Project

Bidder's Business Name: Stellar J Corporation

DBE's Business Name: MSD Construction, LLC

DBE Signature: 

DBE's Title: President

Date: February 01, 2016

The entries must be consistent with what is shown on the bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in bid rejection. See contract provision; *Disadvantaged Business Enterprise Condition of Award Participation*.

Description of Work: Ornamental Raze & Fence Install

Amount to be Applied Towards Goal: 434,898.00

City of Des Moines
21650 11th Avenue South
Des Moines, WA 98198

Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Document

As an authorized representative of the Disadvantaged Business Enterprise (DBE), I confirm that we have been contacted by the referenced bidder with regard to the referenced project and if the bidder is awarded the contract we will enter into an agreement with the bidder to participate in the project consistent with the information provided in the bidder's Disadvantaged Business Enterprise Utilization Certification.

Contract Title: Redondo Boardwalk Repair Project

Bidder's Business Name: Stellar J Corporation

DBE's Business Name: BELAZOE COMPANY

DBE Signature: 

DBE's Title: VICE PRESIDENT

Date: 02/01/16

The entries must be consistent with what is shown on the bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in bid rejection. See contract provision; *Disadvantaged Business Enterprise Condition of Award Participation*.

Description of Work: CLOSURE STRIPS, PAVEMENT, SIDEWALKS, CURBS, ETC.

Amount to be Applied Towards Goal: \$ 63,051

City of Des Moines
21650 11th Avenue South
Des Moines, WA 98198

Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Document

As an authorized representative of the Disadvantaged Business Enterprise (DBE), I confirm that we have been contacted by the referenced bidder with regard to the referenced project and if the bidder is awarded the contract we will enter into an agreement with the bidder to participate in the project consistent with the information provided in the bidder's Disadvantaged Business Enterprise Utilization Certification.

Contract Title: Redondo Boardwalk Repair Project

Bidder's Business Name: Stellar J Corporation

DBE's Business Name: Danasco LLC

DBE Signature: [Handwritten Signature]

DBE's Title: owner/member

Date: 1/29/16

The entries must be consistent with what is shown on the bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in bid rejection. See contract provision; *Disadvantaged Business Enterprise Condition of Award Participation*.

Description of Work: Asphalt & Concrete Saw Cutting
Amount to be Applied Towards Goal: \$5,770.00

SR

DOT Form 422-031A EF
07/2011

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

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

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Local Agency Certification for Federal-Aid Contracts

The prospective participant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Local Agency Name City of Des Moines
Local Agency Address 21650 11th Avenue South Des Moines, WA 98198

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name Redondo Boardwalk Repair Project

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

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

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

Subcontractor Name	<u>Stellar J Corporation</u>
Work to be Performed	<u>HVAC</u>
	<hr/>
	<hr/>

Subcontractor Name	<u>Stellar J Corporation</u>
Work to be Performed	<u>Plumbing</u>
	<hr/>
	<hr/>

Subcontractor Name	<u>Pioneer</u>
Work to be Performed	<u>Electrical</u>
	<hr/>
	<hr/>

Subcontractor Name	<hr/>
Work to be Performed	<hr/>
	<hr/>
	<hr/>

Subcontractor Name	<hr/>
Work to be Performed	<hr/>
	<hr/>
	<hr/>

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

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 23 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action, if the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the Union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualified minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 48 CFR 25.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project workforce on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL),

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL),

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and Interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

i. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause-titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

Stellar J. Corporation
1363 Down River Drive
Woodland, WA 98674

Owner	Project Name:	Class of Work	Amount: (WA Incl S/T)	Original Contract Amount:	Dates of Construction:	Location	Project Manager	Superintendent	Project References (Owner and Project Manager/owner's rep)
City of Blaine, WA	Blaine Lighthouse Point Water Reclamation Facility	Wastewater treatment, Shoring, mass excavation	\$ 28,208,960.00	\$ 26,998,713.00	5/2008-7/2010	Blaine, WA	Tom Williams	Jack Blanchard	Steve Banham (Currently with City of Lynden 360-354-3446)
Clean Water Services, Hillsboro, OR	Rock Creek East Aeration Basins	Wastewater treatment, Shoring, mass excavation	\$ 11,347,951.75	\$ 10,896,428.00	7/2008 - 6/2010	Hillsboro, OR	Tim Bauman	Jim LaMew	Owner: Clean Water Services, Perry Sunderland, 503-547-8038 ; Engineer: Carollo Engineers, Brian Casey and Jeff McCormick, 503-227-1885
City of Mercer Island, WA	Mercer Island Pump Station #4	Pump Station, Shoring, Mass Excavation	\$ 4,468,745.23	\$ 4,348,403.00	3/2009 - 8/2010	Mercer Island, WA	Jeff Carlsen	Les Kenney	Anne Tonelia-Howe 206.275.7813
Klickitat PUD, Goldendale, WA	Klickitat PUD LFG Cleaning	Mechanical piping, HVAC, Plumbing, Equipment	\$ 6,353,919.00		4/2009 - 3/2010	Goldendale, WA	Jeff Walker	No Super	
Klickitat PUD, Goldendale, WA	Klickitat PUD Sitework	Earthwork	\$ 4,631,056.48	\$ 2,215,508.00	7/2009 - 1/2010	Goldendale, WA	Tim Bauman	Alex McCoy	
City of Portland, OR	Columbia Blvd. Digesters	Wastewater treatment, Shoring, mass excavation	\$ 17,720,807.80	\$ 15,703,918.00	8/2009-02/2012	Portland, OR	Jeff Walker	Destre Lelfson	City Of Portland - Mark Hutchinson
City of Portland, OR	Swan Island CSO Pump Station	Pumpstation	\$8,317,260.29	\$ 5,889,945.00	8/2009-6/2011	Portland, OR	Tim Bauman	Andrew Schlappi	Julius Strid, Construction Manager; Mike Zappone, Engineer
City of Shelton, WA	Shelton WWTP Rehabilitation	Wastewater treatment, Shoring, mass excavation	\$ 22,101,210.00	\$ 20,111,745.00	1/2010-1/2012	Shelton, WA	Tom Williams	Bob Wile	
King County, Seattle, WA	West Point Waste to Energy	Wastewater treatment, Alternative Energy	\$ 13,060,811.00	\$ 11,735,199.00	4/2010-1/2012	Seattle, WA	Tim Starbuck	Tim McRobertis	
City of Everett, WA	Lake Chaplain Outfall Improvements	Water Treatment, diving, in-water work	\$ 1,171,546.00	\$ 1,172,563.00	5/5/2010-3/2/2011	Everett, WA	Jeff Carlsen	Les Kenney	John McClellan 425.257.8927, jmccllellan@cl.everett.wa.us, or Bill Fisher 425.754.4277, bfisher@cl.everett.wa.us
King County, WA	Interbay Pump Station Upgrades	Pump Station, Shoring, Mass Excavation	\$ 13,792,066.00	\$ 13,035,324.00	11/8/2010-10/2014	Seattle, WA	Jeff Carlsen/Tom Williams/Jeff Walker	Jack Blanchard	
City of Portland	CBWTP Chemically Enhanced Primary Treatment	Wastewater Treatment	\$ 2,698,637.00	\$ 2,450,358.00	4/4/2011-4/23/2012	Portland, OR	Jeff Walker	Destre Lelfson	
City of Everett, WA	Everett Water Pollution Control Facility, Phase B2 Improvements	Wastewater Treatment	\$ 2,967,636.88	\$ 2,519,729.94	3/2011-5/2012	Everett, WA	Jeff Carlsen	Les Kenney	John McClellan 425.257.8927, jmccllellan@cl.everett.wa.us,
Clean Water Services, Hillsboro, OR	Hillsboro WWTP Influent Pump Station	Pump Station, Shoring, Mass Excavation	\$ 1,883,843.60	\$ 1,660,337.58	4/2011-1/2012	Hillsboro, OR	Tim Bauman	Les Kenney	Owner: Clean Water Services, Steve Kebbe, 503-547-8175 ; Engineer:Black and Veatch, Sean Goris, 503-443-4400, gorissd@bv.com
City Of Monroe, WA	Monroe WWTP Phase III	Wastewater treatment, Shoring, mass excavation	\$ 9,253,790.00	\$ 8,636,648.51	6/2011-4/2013	Monroe, WA	Tim Bauman	Jim LaMew/Matt Fredrickson	Owner and Owner's Rep: City of Monroe, WA, John Lande (425) 754-3770, JLande@monroewa.gov>
King County, WA	Kirkland Pump Station Upgrade	Wastewater treatment, Shoring, mass excavation	\$ 9,243,169.00	\$ 8,652,126.00	5/1/2011 - 6/2014	Seattle, WA	Jeff Carlsen	Jack Blanchard	

Owner	Project Name:	Class of Work	Amount: (WA Incl S/T)	Original Contract Amount:	Dates of Construction:	Location	Project Manager	Superintendent	Project References (Owner and Project Manager/owner's rep)
City Of Goldbeach, OR	Gold Beach WWTP	Wastewater treatment, Shoring, mass excavation	\$ 8,517,718.49	\$ 8,170,427.00	7/1/2011 - 10/20/13	Gold Beach, OR	Tim Bauman	Andrew Schlappl	Owner: City of Gold Beach, OR; Will Newdall, 541-247-7029; Owner's Rep: Dyer Partnership, Aaron Speakman, 541-269-0732, aspeakman@dyerpart.com
City Of Portland, BES	Ankeny Pumpstation	Pump Station	\$ 6,972,360.35	\$ 6,283,657.00	4/1/2012 -	Portland, OR	Jeff Walker	Sean Harris	
City Of Portland, BES	Secondary Process Improvements	Wastewater Treatment	\$ 7,943,984.60	\$ 7,200,600.00	4/2012-5/2014	Portland, OR	Jeff Carlsen/Tim Bauman	Destre Lelfson	Darin Wilson P.E. 503-823-2672, Darin.Wilson@portlandoregon.gov Fred Wright, P.E., P.L.S., F. ASCE Project Engineer, Facilities & Engineering Oregon Department of Fish & Wildlife 3406 Cherry Avenue NE Salem, OR 97303 503-947-6239
State of OR, Dept Of Fish & Wildlife	Sandy Fish Hatchery	Fish Hatchery, In-water Work	\$ 2,889,092.72	\$ 2,396,164.00	4/20/2012 - 6/30/13	Sandy, OR	Tim Bauman	Bob Wile	
City of Portland, OR	CBWTP - Digester Mixing Improvement	Wastewater Treatment	\$ 6,089,049.00	\$ 5,831,600.00	6/6/2012-8/2014	Portland, OR	Jeff Carlsen/Tim Bauman	Destre Lelfson	Owner's Rep: David Hammond and Jim Brown; Engineer: Brown and Caldwell
Whatcom County PUD No 1	Whatcom PUD	Water treatment, Shoring, mass excavation	\$ 19,395,209.00	\$ 18,889,850.00	6/20/2012-6/2014	Ferndale, WA	Tom Williams	Tim McRoberts/Jack Blanchard	Duane Holden (360) 384-4288 duaneholden@pudwhatcom.org
Tacoma Water	Green River Concrete	Concrete	\$ 20,915,018.99	\$ 18,976,165.00	8/2012-10/2014	Black Diamond, WA	Starbuck/Clayton Thompson	Jim LaMew	Gary Fox (253)502-8214 , Cell (253)377-1138
Tacoma Water	Green River Mechanical	Mechanical piping, HVAC, Plumbing, Equipment	\$ 29,437,381.44	\$ 27,131,000.00	8/2012-4/2015	Black Diamond, WA	Starbuck/Clayton Thompson	Alex McCoy	Gary Fox (253)502-8214 , Cell (253)377-1138
King County, WA	South Magnolia CSO Diversion Structure	Wastewater treatment, Shoring, mass excavation	Ongoing	\$ 12,516,600.00	12/2013-	Seattle, WA	Jeff Walker	Matt Fredrickson	Shahrazad Namini - 206-477-5450
King County, WA	North Beach CSO Diversion Structure	Wastewater treatment, Shoring, mass excavation	Ongoing	\$ 9,662,000.00	12/2013-	Seattle, WA	Jeff Carlsen	Sean Harris	John Fjarlie - 206-293-5459
City of Montesano, WA	Montesano WWTP and Marys River Bank Stabilization	Excavation, Shoring	\$ 5,054,694.00	\$ 4,600,610.90	1/6/14 - 10/1/14	Montesano, WA	Tim Bauman	Mike Koski	Owner: City of Montesano, WA, Mike Wincewicz, (360) 249-3021 x.111 mwincewicz@montesano.us; Owner's Rep/Engineer: Parametrix, Deena Hueneka, 253.722.8407 cell, DHueneka@parametrix.com
Clean Water Services	Rock Creek Headworks CMGC	Wastewater Treatment	Ongoing	\$ 4,985,434.54		Hillsboro, OR	Tim Bauman	Jim LaMew	John Michael (503)547-8129 Cell (503)705-5869
Clark Regional Water District	Payne Pump Station	Pump Station	Ongoing	\$ 1,384,681.00		Ridgefield, WA	Pat Farrell		Phil Roppo (360) 993-8853
Tualatin Valley Water District	Ridgewood Reservoir	Wastewater treatment, Shoring, mass excavation	Ongoing	\$ 21,450,300.00		Beaverton, OR	Clayton Thompson	Destre Lelfson	Nicholas Augustus (503)624-1511

Owner	Project Name:	Class of Work	Amount: (WA Incl S/T)	Original Contract Amount:	Dates of Construction:	Location	Project Manager	Superintendent	Project References (Owner and Project Manager/owner's rep)
City of Bremerton, WA	Bremerton Westslope Bictower	Wastewater Treatment	Ongoing	\$ 1,173,470.00		Bremerton, WA	Tim Bauman		Pat Coxon- 360-473-5448 patric.coxon@ci.bremerton.wa.us Rick Zimburean 360-473-5449 rick.zimburean@ci.bremerton.wa.us
King County, WA	Fremont Siphon	Wastewater treatment, Shoring, mass excavation	Ongoing	\$ 21,722,000.00		Seattle, WA	Jeff Walker	Mark Van Brunt	Marty Noble (206)459-3640

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City of Des Moines



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



February 3, 2016

Quigg Bros., Inc.
819 West State Street
Aberdeen WA ~~9850~~ 98520

**RE: Redondo Boardwalk Repair Project Contract No. TA-5662;
Federal Aid No: ER-1501(008)**

Dear Mr. Quigg;

This letter is to notify you that your bid proposal for the above referenced Redondo Boardwalk Repair Project, submitted on February 1, 2016, has been disqualified per Special Provision 1-02.14 Disqualification of Bidders (March 8, 2013 APWA GSP, Option B). The Washington State Department of Transportation has provided the City a notice that "Tiger-West Inc. does not have the proper work descriptors nor the proper NAICS codes to perform the work listed on the DBE Utilization Certification. They would need NAICS code 238120 to perform this work."

If you have any questions, please contact me at 206.870.6581.

Respectfully,

Daniel J. Brewer, P.E., P.T.O.E.
Building, Planning & Public Works Director

cc: Brandon Carver, P.E., P.T.O.E., Engineering Services Manager
Andrew Merges, PE, Associate Transportation Engineer
Roger Horton, P.E., Exeltech
Phil Segami, WSDOT Highways and Local Programs

Andrew Merges

From: Segami, Phil <SegamiP@wsdot.wa.gov>
Sent: Wednesday, February 03, 2016 2:40 PM
To: Andrew Merges
Cc: Larsen, Renae L.
Subject: RE: Redondo Boardwalk ER-1501(008) - Bid Award Recommendation

Andrew,

After review, we've determined that Tiger-West, Inc. does not have the proper work descriptors nor the proper NAICS codes to perform the work listed on the DBE Utilization Certification. They would need NAICS code 238120 to perform this work. Therefore, the apparent low bidder is non-responsive and Local Programs cannot concur in award. If you would like to move forward with awarding the project, please submit Written Confirmation Forms from the next apparent low bidder. Thanks.

Phil

From: Andrew Merges [mailto:AMerges@desmoineswa.gov]
Sent: Wednesday, February 03, 2016 11:41 AM
To: Segami, Phil
Subject: RE: Redondo Boardwalk ER-1501(008) - Bid Award Recommendation

Phil,

Yes, the City is planning on awarding Schedules A & B.

Please see the attached DBE utilization forms for all 6 bidders.

Thanks,

Andrew Merges, PE, Executive MPA

Associate Transportation Engineer
 City of Des Moines
 21650 11th Avenue South
 Des Moines, WA 98198-6317
 (p) 206-870-6568
 (f) 206-870-6596

From: Segami, Phil [mailto:SegamiP@wsdot.wa.gov]
Sent: Wednesday, February 03, 2016 10:53 AM
To: Andrew Merges <AMerges@desmoineswa.gov>
Subject: RE: Redondo Boardwalk ER-1501(008) - Bid Award Recommendation

Andrew,

Is the city planning to award both schedules? Please send me the DBE Utilization Certifications from all the bidders. Just the Certs – no Written Confirmation Forms. OK if you send all the proposals if easier. Thanks.

Phil

From: Andrew Merges [<mailto:AMerges@desmoineswa.gov>]
Sent: Wednesday, February 03, 2016 7:45 AM
To: Segami, Phil; Larsen, Renae L.
Cc: Brandon Carver; Dan Brewer
Subject: Redondo Boardwalk ER-1501(008) - Bid Award Recommendation

Phil and Renae,

Good morning.

The City of Des Moines held the Public Reading of Bids for the Redondo Boardwalk Repair Project this past Monday (2/1/16). We have reviewed the Bids for compliance with the contract documents and have made a determination that the lowest bidder, Quigg Bros Inc. is the responsive low bidder.

The City would like to request WSDOT's concurrence with the recommendation that the Contract be awarded to Quigg Bros Inc. Please see the attached:

- Award Recommendation
- Bid Tabulations
- Quigg Bros Inc Bid Package

If you have any questions or need additional information, please let me know. We are anticipating awarding the Contract next Thursday 2/11/16 pending your concurrence.

Thank you,

Andrew Merges, PE, Executive MPA

Associate Transportation Engineer
City of Des Moines
21650 11th Avenue South
Des Moines, WA 98198-6317
(p) 206-870-6568
(f) 206-870-6596

QUIGO

BID DOCUMENTS

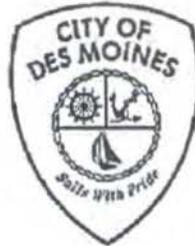
for

CITY OF DES MOINES

Redondo Boardwalk Repair Project

Contract No. TA-5662

Federal Aid No: ER-1501(008)



City of Des Moines, Washington

Planning, Building, and Public Works Department

January 2016

Prepared by

Exellech Consulting, Inc
8729 Commerce Pl. Dr. NE, Suite A
Lacey, WA 98516



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Officials of the City Of Des Moines

Mayor

Matt Pina

Mayor Pro Tem

Vic Pennington

City Council

Robert Back

Luisa Bangs

Dave Kaplan

Melissa Musser

Jeremy Nutting

City Manager

Tony Piasecki

Planning, Building, and Public Works Director

Daniel J. Brewer, P.E., P.T.O.E.

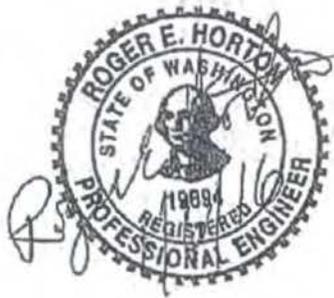


Engineer's Statement

These Specifications and Special Provisions have been prepared, except as noted otherwise, under the direction of a Professional Engineer, registered in the State of Washington, whose seal(s) and signature(s) appear below:

Roger E. Horton
Engineer's Signature

1-7-2016
Date



Approved For Construction

Daniel J. Brewer
Daniel J. Brewer, P.E., P.T.O.E.
Planning, Building, and Public Works Director

1-7-2016
Date

[Handwritten mark]

Exhibit A: Bid Documents

Redondo Boardwalk Repair Project

Advertisement for Bids	1
Instructions for Bidders	3
Bidders Checklist	6
Proposal	7
Form of a Bid Bond.....	14
Non-collusion Affidavit	15
Statement of Bidder's Qualifications.....	16
Statement of Proposed Subcontractors and Material Suppliers	18
Local Agency Disadvantaged Business Enterprise Utilization Certification (272-056A)	19
Local Agency DBE Written Confirmation Document (422-031A)	20
Non-Collusion Declaration (272-036I)	21
Local Agency Certification for Federal-Aid Contracts (272-040A).....	22
Local Agency Subcontractor List (271-015A)	23
Required Contract Provisions Federal-Aid Construction Contracts (1273).....	24



Advertisement For Bids

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Engineering Division of the City of Des Moines, Washington, until 2:00 P.M., on Monday, February 1, 2016 in the Engineering Building, 21650 11th Avenue South, Des Moines, WA 98198

Bid opening will occur at approximately 2:15 P.M., on Monday, February 1, 2016 in the Public Works Service Center, 2255 South 223rd Street, Des Moines, WA 98198, at which time all bids will be publicly opened and read aloud for:

City of Des Moines
Redondo Boardwalk Repair Project
Federal Aid No. ER-1501(008)
Contract No. TA-5662

The City will hold a Pre-Bid meeting for interested plan holders at 10:00 A.M., on Tuesday, January 19, 2016 at the boat ramp near project site.

Work contemplated to be performed under this contract is as follows:

- Removal and Disposal of existing timber boardwalk
- Precast deck slabs.
- Precast crossbeams.
- Pile encapsulation
- Pedestrian Rail
- Access Ladders
- Cast-in-place closure pour
- Cast in place span 1
- Staining
- Pedestrian Lighting
- Provide temporary fencing, erosion control, and property restoration.
- Erosion Control
- Pedestrian Safety Improvement at S. 287th
- Pavement Markings
- And all incidental items necessary to complete the Work as described in the Plans and Specifications.

The Contracting Agency has established a Condition of Award (COA) contract goal in the amount of nineteen percent (19%) of the contract total for COA Disadvantaged Business Enterprise (DBE) goals.

Access to bidding information (plans, specifications, addenda, and Bidders List) is available through City of Des Moines' on-line plan room. Free-of-charge access is provided to Prime

Bidders, Subcontractors, and Vendors by going to www.bxwa.com and clicking on "Posted Projects", "Public Works", and "City of Des Moines." This on-line plan room provides Bidders with fully usable on-line documents; with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free on-line digitizer/take-off tool. Bidders must "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List." Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at 425-258-1303 should you require assistance.

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, postal money order, or bid bond made payable to the City of Des Moines in an amount not less than five percent (5%) of the amount of such bid proposal. Bid bonds shall be in a form satisfactory to the City Attorney. Should the successful bidder fail to enter into such contract and furnish satisfactorily the bond within the time stated in the specifications, the bid proposal deposit will be forfeited to the City of Des Moines.

The City reserves the right to reject any or all bids and to waive informalities in the bidding and to make the award as deemed to be in the best interest of the City. No bidder may withdraw his bid for a period of thirty (30) days after the date set for the bid opening.

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

"The (City of Des Moines) in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award."

By order of the City Council of the City of Des Moines.

CITY OF DES MOINES
Bonnie Wilkins, City Clerk

Published: The Seattle Times – January 11, January 18, 2016

The Daily Journal of Commerce – January 11, January 18, 2016

Instructions For Bidders

- IB-1 **PREPARATION OF PROPOSALS.** All proposals shall be submitted on the proposal forms provided in the Bid Documents section of the Project Specifications. The Contract forms in the Contract Documents section of the Specifications shall not be filled in. All spaces on the bid form shall be appropriately and legibly filled in with ink, and all prices stated in words and figures. No alterations in proposals or in the printed forms therefore, by erasures, deletions, or interpolations, will be acceptable unless each alteration is signed or initialed by the person signing the bid; if initialed, the Owner may require the Bidder to identify the alteration so initialed.
- IB-2 **SUBMITTING PROPOSALS.** Each proposal shall be submitted in a sealed envelope bearing on the outside the name and address of the Bidder and addressed to the Owner, naming the Project for which the bid is submitted. Also, there shall appear conspicuously on the envelope the statement: "Bid -- To Be Opened at (specified hour) on (specified date)." It shall be the sole responsibility of the Bidder to see that his bid is received by the proper time. Any bid received after the scheduled time for opening bids will be returned to the Bidder unopened. The decision as to whether or not bids that have been delayed in the mails will be opened and considered shall rest with the Owner.
- IB-3 **MODIFICATION OF PROPOSALS.** Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modifications of the bid form which are not specifically called for in the contract documents may result in the Owner's rejection of the bid as not being responsive to the invitation. No oral or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Bidder was placed in the mail prior to the opening of the bids.
- IB-4 **WITHDRAWAL OF PROPOSAL.** Any Bidder may withdraw his bid, either personally, by written request, or by telegraphic request confirmed in the manner specified above, at any time prior to the scheduled closing time for receipt of bids.
- IB-5 **SIGNATURES OF BIDDERS.** Each Bidder shall sign his proposal, using his usual signature and giving his full business address. Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the individual signing. Bids by corporations shall be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The names of all persons signing should also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing his principal may be held to be the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing in behalf of the partnership or corporation shall be furnished.
- IB-6 **QUALIFICATION OF BIDDER.** Bidders are required to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon, and that they have the necessary financial resources to complete the proposed work. Refer to the **Statement of Bidder Qualifications.**

In determining the lowest responsible bid, the following elements will be considered: Whether the Bidder involved (a) maintains a permanent place of business; (b) has adequate plant equipment to do the work properly and expeditiously; (c) has a suitable financial status to meet obligations incident to the work; (d) has appropriate technical experience.

Each bidder may be required to show that former work performed by him has been handled in such a manner that there are no just or proper claims pending against such work. No Bidder will be acceptable if he is engaged in any work that impairs his ability to finance this Contract or provide proper equipment for the proper execution of same. Each Bidder shall demonstrate his ability by meeting all requirements herein stipulated, if asked for them.

- IB-7 LOCAL CONDITIONS. Each Bidder shall visit the site of the work and thoroughly and fully inform himself relative to construction hazards and procedure, labor, and all other conditions and factors, local and otherwise, which would affect the prosecution and completion of the work and the cost thereof, including the availability and cost of labor, and available facilities for transportation, handling, and storage of materials and equipment. It must be understood and agreed that all such factors have been properly investigated and considered in the preparation of every proposal submitted, as there will be no subsequent financial adjustment to any Contract awarded thereunder which is based on the lack of such prior information or its effect on the cost of the work.
- IB-8 INTERPRETATION OF CONTRACT DOCUMENTS. If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents, or finds discrepancies in or omissions from the Plans or Specifications, he may submit to the Owner a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such Contract Documents. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents. No oral interpretations of any provision in the Contract Documents will be made to any Bidder.
- IB-9 ACCEPTANCE OF PROPOSAL. The Owner reserves the privilege of rejecting all bids and not making an award. The award of the Contract, if made by the Owner, will be made to the qualified Bidder submitting the lowest and best bid, but the Owner shall determine at his own discretion whether a Bidder is qualified to perform the Contract and what bid is the lowest and best and whether it is to the interest of the Owner to accept the bid.
- IB-10 BID AND PERFORMANCE GUARANTEES. Each bid shall be accompanied by a good faith token in the amount and form specified in the Notice to Contractors as evidence of good faith and as a guarantee that if awarded the Contract, the Bidder will execute the Contract and give bond as required. The successful Bidder's good faith token will be retained until he has entered into a satisfactory Contract and furnished the required 100% (one hundred percent) Performance Bond. The Owner reserves the right to hold the certified checks, cashier's checks, or bid bonds for the three (3) lowest bidders until the successful Bidder has entered into a Contract and furnished a Performance Bond.

Bid Bonds executed in the amount, form, and manner specified shall be furnished by a Corporate Surety satisfactory to the Owner and licensed to do business at the place where the Project is located. Should the successful Bidder fail to enter into a Contract and give

bond within ten (10) days after his proposal has been accepted, the Bidder shall pay the Owner as liquidated damages the amount specified for the good faith token.

- IB-11 AGREEMENT AND BONDS. The form of Agreement which the successful Bidder, as Contractor, will be required to execute, and the forms and amounts of Surety Bonds which he will be required to furnish at the time of execution of the agreement, are included in the Contract Documents and should be carefully examined by the Bidder. The Agreement and the Surety Bonds shall be executed in four (4) original counterparts.

Bidders Checklist

The Bidder's attention is called to the following forms which must be executed in full as required:

✓(a) Proposal

The unit prices bid must be shown in the space provided. Final sheet on proposal must be filled in and signed by the bidder. Refer to Instructions for Bidders regarding submittal of proposals.

All items in the Bid Proposal must be completed, or the bid shall be considered non-responsive. Basis for award shall be the lowest total Bid included in the Proposal.

The Owner will correct obvious mathematical errors in bid proposals.

✓(b) Bond Accompanying Bid

This form is to be executed by the Bidder and the surety company unless bid is accompanied by a cashier's check or certified check. The amount of this bond shall be not less than five percent (5%) of the total bid, including sales tax, if applicable, and may be shown in dollars or on a percentage basis. On federally funded projects, a surety's name must also appear on the United States' Treasury Department's list of authorized sureties - Circular 570 as amended.

✓(c) Non-Collusion Affidavit

This form must be filled in, signed, and notarized.

✓(d) Statement of Bidder's Qualifications

✓(e) Statement of Proposed Subcontractors and Material Suppliers

All subcontractors must be approved in writing by the Engineer prior to commencing any work.

✓(f) Disadvantaged Business Enterprise Utilization Certification

✓(g) Local Agency DBE Written Confirmation Document

✓(h) Non Collusion Declaration

✓(i) Certification for Federal-Aid Contracts

✓(j) Local Agency Subcontractor List

✓(k) Required Contract Provisions Federal-Aid Construction Contracts

Proposal

Redondo Boardwalk Repair Project

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

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

The undersigned bidder hereby agrees to start construction within ten (10) days after the issue of the Notice to Proceed, and to complete the contract within 110 working days thereafter. This period shall be known as the "Contract Time" for the purposes of the project.

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

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

The City reserves the right to not award the project.

The Owner will correct obvious mathematical errors in bid proposals.

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

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

Proposal (Continued)

The following bid prices shall include all material, labor, tools, equipment and all taxes.

Schedule A

Bid Item	WSDOT STD NO.	ITEM DESCRIPTION	Total Qty	UNIT	Unit Price	Total Price
1	0001	Mobilization	1	L.S.	270,000. ⁰⁰	\$ 270,000. ⁰⁰
2	0050	Removal of Structure and Obstruction	1	L.S.	250,000. ⁰⁰	\$ 250,000. ⁰⁰
3	----	Access to Girder Bolts	1	L.S.	56,000.00	\$ 56,000.00
4	----	Precast Deck Slab	161	EACH	4,600. ⁰⁰	\$ 740,600. ⁰⁰
5	----	View Point Precast Deck Slab	4	EACH	3,000.00	\$ 12,000.00
6	----	Typical Precast Crossbeam	152	EACH	3,000. ⁰⁰	\$ 456,000. ⁰⁰
7	----	Special Precast Crossbeam	10	EACH	4,000.00	\$ 40,000.00
8	----	Conc. Class 6000M - Precast Deck Slab Closure Pour	162	EACH	300. ⁰⁰	\$ 48,600. ⁰⁰
9	----	Conc. Class 6000M - Cast-in-Place Span 1	1	EACH	3,000.00	\$ 3,000.00
10	----	Stain Concrete Deck Slabs	165	EACH	200.00	\$ 33,000.00
11	----	Stain Precast Deck Slab Closure Pours	161	EACH	30.00	\$ 4,830.00
12	----	Pile Encapsulation	167	EACH	1,000.00	\$ 167,000.00
13	----	SWP Pile Encapsulation	6	EACH	1,000.00	\$ 6,000.00
14	----	Pedestrian Rail	2,602	LF	210. ⁰⁰	\$ 546,420. ⁰⁰
15	----	Access Ladders	5	EACH	2,500.00	\$ 12,500.00
16	6403	ESC Lead	100	DAY	65.00	\$ 6,500.00

Proposal (Continued)						
Bid Item	WSDOT STD NO.	ITEM DESCRIPTION	Total Qty	UNIT	Unit Price	Total Price
17	6471	Inlet Protection	14	EACH	95.00	\$ 1,330.00
18	6488	Erosion/Water Pollution Control	EST.	EST.	\$10,000	\$10,000.00
19	6806	Paint Line	6,500	LF	0.30	\$ 1,950.00
20	6857	Plastic Crosswalk Line	2,000	SF	5.00	\$ 10,000.00
21	6833	Plastic Traffic Arrow	13	EACH	100.00	\$ 1,300.00
22	----	Boardwalk Pedestrian Lighting	1	L.S.	140,000.00	\$ 140,000.00
23	6993	Portable Changeable Message Sign	2,000	HR.	10.00	\$ 20,000.00
24	6971	Project Temporary Traffic Control	1	L.S.	175,000.00	\$ 175,000.00
25	7003	Type B Progress Schedule	1	L.S.	1,500.00	\$ 1,500.00
26	7037	Structure Surveying	1	L.S.	15,000.00	\$ 15,000.00
27	7054	Detectable Warning Surface	48	SF	60.00	\$ 2,880.00
28	7728	Minor Change	EST.	EST.	\$20,000	\$20,000.00
29	7736	SPCC Plan	1	L.S.	500.00	\$ 500.00
30	----	Biologist Site Survey	30	HR	130.00	\$ 3,900.00
31	----	Pre-Construction Photographs	1	L.S.	500.00	\$ 500.00
32	----	Inspector's Trailer and Site	1	L.S.	4,500.00	\$ 4,500.00
Total Schedule A Bid Items =						3,060,810.00

Proposal (Continued)

Schedule B

Bid Item	WSDOT STD NO.	ITEM DESCRIPTION	Total Qty	UNIT	Unit Price	Total Price
33	0001	Mobilization	1	L.S.	4,000.00	\$ 4,000.00
34	0050	Removal of Structure and Obstruction	1	L.S.	7,000.00	\$ 7,000.00
35	----	Intersection Excavation and Grading Incl. Haul	1	L.S.	9,000.00	\$ 9,000.00
36	3080	Adjust Manhole	1	EACH	750.00	\$ 750.00
37	3091	Catch Basin Type 1	5	EACH	2,000.00	\$ 10,000.00
38	3100	Adjust Catch Basin	2	EACH	750.00	\$ 1,500.00
39	3541	Schedule A Storm Sewer Pipe 12 In. Diam.	106	LF	80.00	\$ 8,480.00
40	5120	Crushed Surfacing Top Course	150	TON	50.00	\$ 7,500.00
41	5625	Cement Conc. Pavement	10	CY	750.00	\$ 7,500.00
42	5767	HMA Cl. ½ In. PG 64-22	85	TON	140.00	\$ 11,900.00
43	6700	Cement Conc. Traffic Curb and Gutter	30	LF	50.00	\$ 1,500.00
44	6707	Cement Conc. Pedestrian Curb	100	LF	55.00	\$ 5,500.00
45	6857	Plastic Crosswalk Line	140	SF	5.00	\$ 700.00
46	6890	Permanent Signing	1	L.S.	3,000.00	\$ 3,000.00
47	6971	Project Temporary Traffic Control	1	L.S.	11,000.00	\$ 11,000.00
48	6993	Portable Changeable Message Sign	1,350	HR.	9.00	\$ 12,150.00
49	7006	Structure Excavation Class B Incl. Haul	25	CY	25.00	\$ 625.00



Proposal (Continued)						
Bid Item	WSDOT STD NO.	ITEM DESCRIPTION	Total Qty	UNIT	Unit Price	Total Price
50	7038	Roadway Surveying	1	L.S.	5,000.00	\$ 5,000.00
51	7041	Bollard Type 1	10	EACH	1,300.00	\$ 13,000.00
52	7055	Cement Conc. Sidewalk	65	SY	100.00	\$ 6,500.00
53	7054	Detectable Warning Surface	58	SF	60.00	\$ 3,480.00
Total Schedule B Bid Items =						130,085.00

Total Schedule A Bid Price (in figures) \$ 3,060,810.⁰⁰

Total Schedule A Bid Price (in words) Three million, sixty thousand eight hundred & ten dollars

Total Schedule B Bid Price (in figures) \$ 130,085.00

Total Schedule B Bid Price (in words) One Hundred Thirty Thousand Eighty Five Dollars

Total Project (Sum of Schedules A and B) Bid Price (in figures)

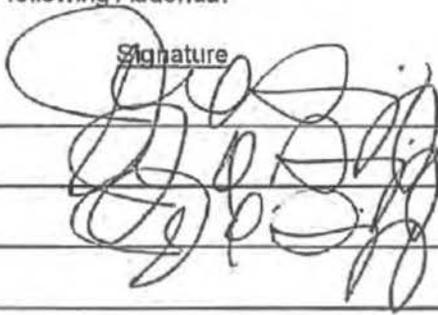
\$ 3,190,895.⁰⁰

Total Project (Sum of Schedules A and B) Bid Price (in words)

Three million, one hundred & ninety thousand eight hundred & ninety five dollars

Proposal (Continued)

Receipt is hereby acknowledged for the following Addenda:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Signature</u>
#1	1/26/16	
#2	1/27/16	
#3	1/29/16	

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

Bid proposal to be submitted in a sealed envelope marked "Bid Enclosed" for Redondo Boardwalk Repair Project.



Form of a Bid Bond

BID BOND DEPOSIT

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

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

Signature

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Quigg Bros., Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the City of Des Moines, as Obligee, in the penal sum of five percent (5%) of the total bid amount dollars (\$) for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

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

SIGNED, SEALED AND DATED THIS 27th DAY OF January, 20 16. Quigg Bros., Inc.

Principal Travelers Casualty and Surety Company of America

Surety

Received return of deposit in the sum of

Date

Signature

Handwritten mark



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229644

Certificate No. 006212474

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Donald W. Bacic, Kathleen Maria Moss, Marilyn Larson, and Regan Hupf

of the City of Seattle, State of Washington, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 8th day of July, 2015

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 8th day of July, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

Non-collusion Affidavit

City of Des Moines

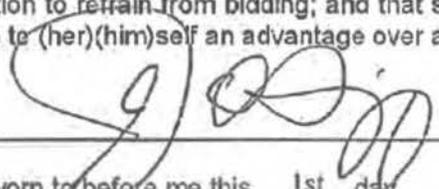
STATE OF WASHINGTON)

) ss.

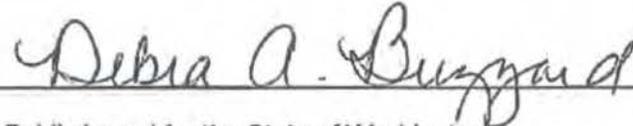
County of King)

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

Signature



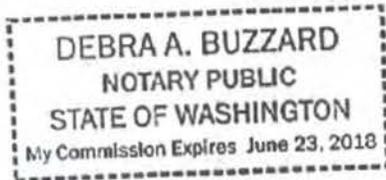
Subscribed and sworn to before me this 1st day of February, 2016.



Notary Public in and for the State of Washington

Residing at Hoquiam, Washington

My commission expires June 23, 2018



Statement of Bidder's Qualifications

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

1. Name of bidder: Quigg Bros., Inc.

2. Business address and telephone number:
819 West State Street

Aberdeen, Wa 98520

360-533-1530

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

17 years

4. Contracts now in hand (gross amount):

\$ 35 million

5. General character of work performed by said company:

Heavy Civil Construction, Marine Construction

6. List of more important projects constructed by said company, including approximate costs and dates:

See attached.

7. List of company's major equipment:

See attached list of company owned major equipment.

6. Major Completed Projects

Project Title	Owner	Engineer	Total Project Cost	Date Completed	% Completed By QBI
WSDOT Simpson Ave Bridge	WSDOT - Aberdeen	Berger ABAM, Inc.	\$3,934,400	Jan-11	55%
Hoquiam Lagoon Modifications	City of Hoquiam	HDR, Inc.	\$5,923,000	Oct-11	40%
Pt of Tacoma Pier 7 Repairs	Port of Tacoma	Otak, Inc.	\$1,650,000	Oct-11	90%
Zidell Remediation	ZRZ Realty	Maul Foster Alongi	\$13,444,600	Dec-11	40%
Olympia Percival Landing	City of Olympia	Anchor QEA	\$8,064,934	Jan-12	75%
Oxychem 11th St. Tidelands	Occidental Chem Corp	Anchor QEA	\$1,300,000	Feb-12	90%
Kitsap Co Southworth Dr	Kitsap County	Otak, Inc.	\$1,965,000	Mar-12	75%
Triton Cattail Lake Bridge	Triton Marine		\$1,014,250	Apr-12	85%
Todd/Sargent Agpro Piling	Todd & Sargent	Todd/Sargent	\$10,457,000	May-12	99%
Tacoma Hylebos Bridge	City of Tacoma	Parsons Brinckerhoff	\$16,814,000	Jun-12	60%
Tacoma Lincoln Ave Bridge	City of Tacoma		\$2,564,551	Jun-12	50%
Tacoma Old Town Dock	City of Tacoma		\$1,581,800	Jun-13	75%
Kent Boeing Floodwall/Levee	City of Kent		\$2,066,167	Jul-13	80%
Sickman Ford Bridge	Chehalis Tribe		\$2,184,910	Dec-13	75%
Purdy Canyon Slide Repair	WSDOT - Tumwater	WSDOT	\$1,179,900	Jan-14	85%
Wishkah Road Realignment	Grays Harbor County		\$1,178,275	Jan-14	90%
Seattle Ballard Bridge	City of Seattle		\$7,092,370	Feb-14	80%
SR107 Chehalis Bridge Seismic	WSDOT - Aberdeen		\$1,180,459	Feb-14	75%
M St/I-705 Seismic Retrofit	WSDOT - Fife		\$2,692,762	Apr-14	75%
Raft Island Bridge	Raft Island Assoc.	Exeltech	\$4,380,000	Oct-14	80%
DNR 1-RD Nisqually Bridge	DNR		\$3,747,896	Nov-14	65%

QUIGG BROS., INC. EQUIPMENT LIST

UPDATED AS OF 12/10/15

Processing Equipment

	<u>Model</u>	<u>Serial Number</u>
01-311	CEC Rip Rap Sorter	D6x16 9551D
01-312	'07 Thunderbird Crusher	380JL6203 5
01-313	'08 Thunderbird Scalping Screen	6203FST 2609-08
01-314	Eagle Fine MTL's Screw	10610
01-315	'04 Pegson Jaw Crusher	26x44 650104BB
01-400	HIS Portable	
01-401	Thunderbird Screen	5x16 3D 10082-2
01-402	Wes Tee Conveyor	36" x 45' WS310
01-403	Wes Tee Conveyor	30" x 50' WS126
01-404	Wes Tee Conveyor	30" x 50' WS127
01-405	Wes Tee Conveyor	30" x 50' WS129
01-406	Wes Tee Conveyor	30" x 50' WS132
01-407	Peerless Radial Stacker	42" x 100'
01-408	'07 20 Yard Belt Feeder	20 Yard
01-409	24' x 10' Transfer Conveyor	
01-410	'08 20 Yard Belt Feeder	4213BFH EQU-01902
01-411	H/M Feeder	
01-412	30" x 15' Transfer Conveyor	
01-507	'07 Superior Conveyor	36 x 50 EQU-01871

Crawler Cranes

	<u>Model</u>	<u>Serial Number</u>
08-303	'66 American 40-Ton	599C GS11450
08-304	'72 American 50-Ton	S299 GS16514
08-306	'64 Lima 85-Ton	1250 3427-10
09-324	'81 P&H 100-Ton	5100 51779
09-325	'77 P&H 150-Ton	5150R 43484
09-326	'70 Manitowoc 135-Ton	SC-135 395043
09-327	'82 P&H 100-Ton	5100 52140
09-328	'02 American/Terex 110 Ton	HC 110 AC3899
09-329	'79 American 125-Ton	9260 19436
09-330	'68 American 165 Ton	9299C GS12732
09-331	'99 American 125 Ton	HC125 AC3747

Rough Terrain Cranes

	<u>Model</u>	<u>Serial Number</u>
11-101	'75 P&H Hydraulic 20-Ton	R200 37195
11-103	'76 P&H Hydraulic 20-Ton	R200 41989
11-104	'76 P&H Hydraulic 20-Ton	R200 41410
11-105	'86 P&H Hydraulic 22-Ton	Century122 53901
11-106	'81 P&H Hydraulic 40 Ton	Omega 40 50306

Truck Cranes

	<u>Model</u>	<u>Serial Number</u>
11-300	'75 P&H Hydraulic 75-Ton	T750 41064
11-301	'77 P&H Conventional 90-Ton	T790 43982

Excavators

	<u>Model</u>	<u>Serial Number</u>
13-501	'06 JD50 Mini Excavator	JD50D FP050DX245314
13-502	'11 JD50 Mini Excavator	JD50D XEA0275613
13-504	'00 Case Backhoe	590SL JG0285410
13-505	'97 Case Backhoe	580L JG0235307
13-713	'00 Hitachi Excavator	EX200 LC-5 AMD 300270
13-714	'01 Komatsu Excavator	PC228LC-3 20805
13-715	'04 Komatsu Excavator	PC308USLC-3 20068
13-716	'05 Hitachi Excavator	ZX370LC 34066
13-717	'06 Hitachi Excavator	ZX230LC FF00ARJ410244
13-718	'07 Komatsu Excavator	PC138USLC-8 21522
13-719	'05 Cat Excavator	325 CL CKBFB01623
13-720	'97 Komatsu Log Shovel	PC-300-HD-5 21528
13-722	'10 160 Komatsu Excavator	PC160LC-8 25013
13-723	'04 450 John Deere Excavator	450 C LC FF450CX091582
13-724	'14 JD 75 Mini Excavator	JD75G GHJ015079
13-725	'14 JD135 Excavator	JD135G IIEE400538
13-726	'11 Cat Excavator	336GL JYEP00211

Forklifts

	<u>Model</u>	<u>Serial Number</u>
15-201	Hyster 4-Ton Forklift	H80XL F005A04254M
15-202	Cat 4-Ton Forklift	V80E 37W08926
15-300	Clark 9-Ton Forklift	HY1425 CHY200
15-301	Hyster 10-Ton Forklift	I200HS C007D01562E
15-302	Hyster 7-Ton Forklift: Lacey	H135XL F006A3529K
15-303	'01 Taylor 15-Ton Forklift	THD300M 29542
15-400	'97 Skytrak 4-Ton Forklift	8042 TRK7078
15-401	'00 Skytrak 4-Ton Forklift	8042 11724
15-402	'00 Skytrak 4-Ton Forklift	8042 11926
15-403	'99 Skytrak 4-Ton Forklift	8042 9281
15-404	'00 Skytrak 5-Ton Forklift	10054 11914
15-405	'00 Skytrak 5-Ton Forklift	10054 12069
15-406	'05 Skytrak 4-Ton Forklift	8042 160013267
15-407	'07 Skytrak 5-Ton Forklift	10054 160025143
15-501	'06 Genie Manlift	S-40 54006-10933
15-502	'06 Genie Manlift	Z-45 2452506-28997

Loaders

	<u>Model</u>	<u>Serial Number</u>
17-403	'13 JD Skid Steer	329D CD237124
17-702	'95 Cat Loader	1T28F 3CLD1842
18-037	'79 Cat Loader	980C 63X01600
18-097	'93 Cat Loader	970F 9JK00162
18-098	'98 Cat Loader	980G 9CM01441
18-303	'77 Cat Loader	966C 7611109
18-304	'91 Komatsu Loader	WA500-1L A20674
18-306	'95 JD Loader	544G DW544D541544
18-307	'12 Cat Loader	980K 0W7K01144

Motor Graders

	<u>Model</u>	<u>Serial Number</u>
19-502	'84 Cat Grader	140G 72V08706
19-504	'05 140 Grader	140H APM01993

Crawler Tractors

	<u>Model</u>	<u>Serial Number</u>
20-103	'95 Cat Dozer	D4CXL 6YL01101
20-107	'03 JD Dozer	JD700H T0700HX924635
20-304	'05 JD Dozer w/Rippers	JD850J T0850JX115425
20-305	'06 JD 650 Dozer	JD650J T0650JX130489

Scrapers

	<u>Model</u>	<u>Serial Number</u>
22-150	'72 Cat Scraper	631C 67M04448
22-151	'72 Cat Scraper	631C 67M04301
22-152	'72 Cat Scraper	631C 67M04300

Crane Barges

	<u>Model</u>	<u>Serial Number</u>
25-501	Dredge Skookum	100 x 38 x 6
25-620	Holland Barge	75 x 24 x 3

QUIGG BROS., INC. EQUIPMENT LIST

UPDATED AS OF 12/10/15

<u>Work Barges</u>		<u>Model</u>	<u>Serial Number</u>	<u>Tugs</u>	<u>Model</u>	<u>Serial Number</u>
25-625	Water Driver Barge	55 x 28 x 3		27-104	Duetz	
26-701	Rendrag Float	40 x 10 x 5	R-1425	27-105	Boom Boat Lil Joey	
26-702	Rendrag Float	40 x 10 x 5	R-1426	27-106	Boom Boat Lil Abbi	
26-703	Rendrag Float	40 x 10 x 5	R-1428	27-107	Boom Boat Big Mike	
26-704	Rendrag Float	40 x 10 x 5	R-1430	27-902	Mary Margaret (85,000 Lbs)	256882
26-705	Rendrag Float	40 x 10 x 5	R-1444	27-904	Ironman (80,000 Lbs)	ST-3000 50 x 13
26-706	Rendrag Float	40 x 10 x 5	R-1447	27-907	Tug Betty	70' x 21' x 7.5'
26-707	Rendrag Float	20 x 10 x 5	R-234	27-908	Pat Quigg	35x14x5 1225584
26-708	Rendrag Float	20 x 10 x 5	R-235	27-909	Mike Quigg	61x22x10
26-709	Rendrag Float	20 x 10 x 5	R-236			
26-710	Rendrag Float	20 x 10 x 5	R-237			
26-711	Rendrag Spudwell		R-6132			
26-712	Poseidon Spudwell		PA-303	<u>Work Boats & Trailers</u>		
26-713	Rendrag Spudwell		R-6133	28-705	Sea Wolf	24 ft
26-714	Rendrag Spudwell		R-6134	28-706	Tuffy	
26-715	Rendrag FF	40x10x5	R-1423	28-707	Tug Mac Trailer	CUDCAB
26-716	Rendrag FF	40x10x5	R-1424	28-708	Tuffy Trailer	25846
26-717	Rendrag FF	40x10x5	R-1429	28-709	Sea Wolf Trailer	
26-718	Rendrag FF	40x10x5	R-1445	28-710	Sea Monkey	
26-719	Rendrag FF	40x10x5	R-1446	28-711	Sea Monkey Trailer	AK35540
26-720	Rendrag FF	20x10x5	R-248	28-712	Grizzly	14' x 7' x 26'
26-721	Rendrag FF	20x10x5	R-50	28-713	Bulldog	20' x 86" x 3'
26-722	Posiden FF	40x10x7	PF7-125	28-714	Bobcat	22' x 8' x 3'
26-723	Posiden FF	40x10x7	PF7-131	28-715	Badger	14' x 6' x 26"
26-724	Posiden FF	40x10x7	PF7-146	28-716	Badger Trailer	
26-725	Posiden FF	40x10x7	PF7-164	28-717	Bobcat Trailer	
26-726	Posiden FF	40x10x7	PF7-165	28-719	'12 EZ Loader Boat Trailer	KA3CA003340
26-727	Posiden FF	40x10x7	PF7-166	28-720	'15 EZ Loader Boat Trailer	MSHXFA013950
26-728	Posiden FF	20x10x7	227-B019	28-721	'92 Bay Liner	2359 FG92 BL3A56PQB292
26-729	Posiden FF	20x10x7	227-B020	28-722	'98 Shore Trailer (Bayliner)	234WA999337
26-730	Posiden FF	20x10x7	227-B021			
26-731	Posiden FF	20x10x7	227-B022	<u>Pile Driving Equipment</u>		
26-732	Posiden Ramp	20x10x7	PF7-RPF102R	31-202	Vulcan #1 Pile Hammer	2241 G11500
26-733	Posiden Ramp	20x10x7	PF7-RPF104R	31-203	Vulcan #1 Pile Hammer	17624
26-734	Posiden Ramp	20x10x7	227-AR02	32-104	APE 200 T Vibro Hammer	150 931229
26-735	Posiden Ramp	20x10x7	227-AR04	32-105	APE 700 Power Unit	700 #95
26-736	Posiden FF	20x10x7	227B016	32-106	APE 150 T Vibro Hammer	V150T 2015081537
26-737	Posiden Ramp	20x10x7	227SR04	32-107	APE 375 Power Unit	P375 201509237
26-738	Spudwell		S-319			
26-739	Spudwell		S-320	<u>Pile Leads</u>		
26-740	Posiden FF	40x10x7	PF7-117RCT	35-100	8 1/2 x 20 Swing Leads	
26-741	Posiden FF	40x10x7	PF7-135QCT	35-103	8 x 21-1/2 Burnham Leads	
26-742	Posiden FF	40x10x7	PF7-143QCT	35-104	Wick Drain Leads	
26-743	Posiden FF	40x10x7	PF7-145QCT	35-105	Flying Leads	
26-803	Wishkah	120 x 40 x 7		35-106	8 x 20 Fixed Leads	
26-804	Aberdeen	122 x 32 x 8.8		35-107	8 x 32 ICE Leads	
26-806	Montesano	125 x 34 x 9		35-108	8 x 26 Swing Leads	
26-807	Muckmaster Work Barge #1	24 x 12 x 3		35-109	A & B Hydraulic Leads	
26-808	Muckmaster Work Barge #2	24 x 12 x 3		35-110	8 x 21 APE Leads (94 feet)	
26-809	Hoquiam Work Barge #1	24 x 12 x 3				
26-810	Hoquiam Work Barge #2	24 x 12 x 3		<u>Pile Accessories</u>		
26-811	Hoquiam	110 x 31 x 7	1243467	36-500	Parallelogram Spotter	
				36-501	Telescopic Spotter	
				36-502	Kamb Telescopic Spotter	

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QUIGG BROS., INC. EQUIPMENT LIST

UPDATED AS OF 12/10/15

Pickups				Trucks			
		Model	Serial Number			Model	Serial Number
51-197	'00 Ford: Gib Peterson	F150 4x4	YNB21907	53-518	'94 Kenworth Dump Truck	T800	619262
51-206	'00 Ford: Pressure Washer	F450	YEC39097	53-519	'94 Kenworth Dump Truck	T800	619263
51-209	'03 Ford: Shop	F150 4x4	3KB68459	53-522	'97 Kenworth Dump Truck	T800	739680
51-210	'03 Ford: Shop	F150 4x4	3KB68460	53-523	'97 Kenworth Dump Truck	T800	739681
51-212	'03 Ford: Shop	F250 4x4 D	3EC03326	53-524	'97 Kenworth Dump Truck	T800	739682
51-218	'05 Ford: Earl Williams	F250 4x4 D	5EB73110	53-525	'00 Kenworth Dump Truck	T800	864771
51-219	'05 Ford: Pat Frankard	F550 D	5EC29326	53-526	'00 Kenworth Dump Truck	T800	864772
51-220	'05 Ford: Weld Truck	F550 D	5EC29327	53-527	'00 Kenworth Tractor	T800	864773
51-221	'05 Ford: Kyle Raines	F550 D	3EC37855	53-528	'07 Kenworth Dump Truck	T800	212558
51-222	'07 Ford: Shop	F-150 4x4	7FA13290	53-529	'07 Kenworth Dump Truck	T800	212559
51-223	'07 Ford: Shop	F-150 4x4	7FA13291	53-530	'07 Kenworth Dump Truck	T800	211502
51-226	'07 Ford: Arnie Reynvaan	F-250 4x4 D	7EA68108	53-531	'07 Kenworth Dump Truck	T800	211503
51-227	'07 Ford: Lacey Yard	F-350 4x4 D	7EA68110	53-532	'07 Kenworth Dump Truck	T800	211504
51-228	'07 Ford: John Davis	F-350 4x4 D	7EA68111	54-200	International Lube Truck		4290
51-229	'07 Ford: Shop w/dump	F-550 D	7EB39829	54-202	'07 Kenworth Service Truck	T300	M205449
51-230	'07 Ford: Weld Shop	F-550 D	7EB39830	55-206	'00 Kenworth w/10-T Boom	W900	828238
51-232	'03 Ford: Flagging Trk	F-350 G	3EC61768	55-207	'07 Peterbilt w/18-T Boom	340	M732541
51-234	'08 Ford: Jim Hannah	F-150	8FA40140	55-400	'95 Kenworth Tractor	W900	8231GL
51-235	'08 Ford: Marine Crew	F-150	8FA40141	55-401	'07 Kenworth Tractor	T800	213684
51-236	'08 Ford: Shop	F-150	8FA40142	55-729	'99 Kenworth Tractor	T800	826293
51-237	'08 Ford: Eric Seely	F-150	8FA40143	55-732	'01 Kenworth Tractor	T800	882519
51-238	'08 Ford: Shop	F-250	8ED64014	56-102	'82 Ford Water Truck	LN8000	A33784
51-239	'08 Ford: Jeff Oien	F-250	8EC93825	56-105	'86 Ford Water Truck	LN8000	A19986
51-240	'08 Ford: Andrew Pratt	F-250	8EC93826	56-106	'02 Sterling Vac Truck	LTO	AJ86106
51-241	'08 Ford: George Williams	F-250	8EC93827				
51-243	'08 Ford: Mike Goulden	F-550	8EC93829				
51-244	'08 Ford: Ray Hughes	F-350	8EC93828				
51-245	'05 Ford: Jeff Oien	F-550	5EC18563				
51-246	'06 Chev: Company Use Only	6-1500	27751				
51-247	'95 Ford: Crew Van	WWG	SBA40169				
51-249	'11 Ford: John Quigg	Expedition	EF32570				
51-251	'12 Ford: Frank Scherer	F-250	CEA44936	57-101	'73 Fruehauf		479009
51-252	'12 Ford: Jerry Ambrose	F-250	CEA44940	57-102	'76 Fruehauf		366616
51-253	'12 Ford: John Bergeson	F-250	CEA44937	57-104	'69 Brown '40 Flatbed Trlr		91424C
51-254	'12 Ford: Erik Hegg	F-250	CEA44938	57-105	'81 Fruehauf 45' Flatbed Trlr		92814
51-255	'12 Ford: Scott Schoch	F-250	CEA44939	57-106	'90 Trailmobile 47' Flatbed Trlr		1123
51-256	'12 Ford: Peter Even	F-150	CKDC6632	57-107	'85 Fruehauf 45' Flatbed Trlr		131005
51-257	'12 Ford: Matt Zepeda	F-150	CKDC6633	57-108	'96 Fontaine 48' Flatbed Trailer	48' x 102'	T1573732
51-258	'12 Ford: Kelley Ferguson	F-150	CKDC6634	57-109	'96 Fontaine 48' Flatbed Trlr	48' x 102'	T1573765
51-259	'12 Ford: Jack Eckland	F-150	CKD15113	57-110	'87 Great Dane 45' Flatbed Trlr	GP 245	JM020501
51-260	'11 Ford: Crew Van	E-350	BDA67388	57-111	'99 JC 53' Flatbed		000072
51-261	'06 Ford: Chuck Fairbairn	F-250	ECO8684	57-112	'04 Lodeking 53' Flatbed Trlr	LodeKing	1071305-F
51-262	'04 Chevy: 272nd St.	1500	Z178405	57-113	'99 JC 53' Flatbed Trlr		XX000073
51-263	'10 Ford: Ron Patrick	F-150	AKE65157	57-285	S/A Converter Dolley		
51-264	'06 Ford: Shop/Greg Hagana	F-150	KC20460	57-286	'80 Trailmobile 27' Job Trailer	Trailmobile	27' x 96'
51-265	'11 Ford Crew Van	E-350	BDB08365	57-287	'80 Trailmobile 27' Job Trailer	Trailmobile	27' x 96'
51-267	'03 Ford: Shop	Expedition	LB12629	57-288	30' Alloy Job Site Trailer		860436
51-268	'14 Ford: Neil Quigg	F-150	EFB47888	57-289	'71 Fruehauf 26' Job Trailer	Van	MEN242116
51-269	'14 Ford: Mike Wallerstedt	F-250	EEB65024	57-300	'65 Fruehauf 40' - 53' Stretch		FWE218004
51-270	'14 Ford: Randall Luellen	F-450	EEB30614	57-301	'86 Aztec 48' - 70' Stretch		17488
51-271	'15 Ford: Chris Swantek	F-550	FEB80370	57-302	'75 Fruehauf 43' Drop Deck	PBJ243	694604
51-272	'15 Ford Van: Lewis McClendon	Transit	FKA06783	57-303	'89 General Jeep	DAJ607	8101
51-273	'15 Ford: Kevin Cucchiara	F-250	FEC14031	57-304	'89 General 80-Ton Lowboy	TAM608	8102
51-274	'15 Ford: Larry Calkins	F-250	FEC36855	57-305	'89 General Booster	DAB608	8103
51-275	'15 Ford: Dan Wolf	F-250	FEC46059	57-306	'95 General S/A Frl. Booster	JAWBS	8002
51-276	'15 Ford: Charlie Quigg	F-150	FFA06544	57-308	'00 General 55-Ton Lowboy	TAM-686	8005
51-277	'16 Ford: Frank Scherer	F-250	TIGEB42452	57-309	'97 Fruehauf 48' Drop Deck		040109
51-278	'16 Ford: Jerry Ambrose	F-250	T7GEB42453	57-310	'00 Fontaine 48' Drop Deck		1588957
				57-311	'00 Fontaine 48' Drop Deck		1588975

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QUIGG BROS., INC. EQUIPMENT LIST

UPDATED AS OF 12/10/15

<u>Trailers (cont.)</u>		<u>Model</u>	<u>Serial Number</u>
57-400	'01 Big Tex Trailer	8 x 16	E33115
57-801	'12 Big Tex Trailer	120A - 18BK	C4326385
57-802	'12 PJ Trailer (JD 50)	T6202-20	C1166825
57-803	'91 NW Utility Trlr	UTILITY TRL	001258
57-804	'95 Freeway Trailer	10622	123474
57-805	Shop Built Trailer	Van	
57-806	'07 Top Notch	8 x 18	RS06389
57-807	'77 Trailmobile Trailer		592499
57-808	'00 Utility Trailer; Patrick Q	FW824S	
57-809	'02 D-CO Tilt Trailer	DC-30T	23011
57-810	'05 Olympic Tilt Trailer	OM-30 TDT-3	T997535
57-811	'07 Smith Co. Side Dump	53	L476350
57-812	'10 Load Trail Trailer	TV 823	A1069720
57-813	'10 Interstate TRL	FB	WA000167
57-814	'79 Stoughton Office/Van TRL	Van TRL	7928191
57-815	'06 Trail King Equip. TRL	TK80HT	M072556
58-100	'77 Trailco Trailer		770B167
58-101	'76 Trailco Trailer		760B266
58-102	'77 Trailco Trailer	FW816S	
58-103	'79 Trailco Trailer		790B140
58-112	Office Trailer	ST 4405	688-121
58-113	'95 evergreen Office Trailer		395-116
58-114	'05 Mobil Office Trailer	10 x 40	05122
58-115	'96 Nomad 28' Travel Trailer	2740	TD000604
58-116	'07 Alladin Office Trailer	10x24	10188
58-117	'06 NWBS Shop Office Trailer	12x56	6086
67-003	'73 Beall Water Trailer	8000 GALLOP	TS487373
67-122	'97 Truckweld Trailer	PTERS-3	109440
67-123	'97 Truckweld Trailer	PTERS-3	109450
67-124	'97 Truckweld Trailer	PTERS-3	109460
67-125	'00 Truckweld Trailer	TSSCPT-4	12458
67-126	'00 Truckweld Trailer	TSSCPT-4	12457
67-128	'04 Truckweld Trailer	PSBTT-17.5	04059
67-129	'04 Truckweld Trailer	PSBBT-16.6	04060
67-228	'07 Truckweld Trailer	1x3 Millen.	060032
67-229	'07 Truckweld Trailer	1x3 Millen.	060033
67-230	'07 Truckweld Trailer	1x3 Millen.	060034
67-231	'07 Truckweld trailer	1x3 Millen.	060035
67-232	'07 Truckweld Trailer	1x3 Millen.	060036
67-859	'75 Clough Water Trailer	5400	1336
67-868	'56 Fruehauf Pull Trailer	Pull Trailer	J22523
67-869	'59 Fruehauf Pull Trailer		C40513
67-870	'87 Pull Trailer	Pull Trailer	WA78116704
67-872	'56 Pull Trailer	TW5574	DAL1043
68-106	'74 TW Dump Trailer	TW5574	A5524
68-107	'75 Fruehauf Hayrack		FRW593701
68-108	'74 Steco Dump Trailer		722741429
68-109	'91 Travi Dump Trailer		3M1247426

Buckets

<u>Model</u>	<u>Serial Number</u>
72-105	Erie 1 1/2 Yard Clam
72-109	Yaum 2 1/2 Yard Clam
72-112	Erie 1 Yard Clam
72-113	Williams 1 Yard Clam
72-114	Eseo 2 Yard Clam
72-701	Coeurd-Alene Log Grapple
72-805	Owens 3 Yard Rehdfl Clam
72-807	Erie 2 Yard Rehdfl Clam
72-809	Owens 2 Yard Rehdfl Clam
72-810	McGinnes 3yd Rehandle
73-675	Erie 2 Yard Drag
73-676	Pettibone 2 Cubic Yard Clam
73-677	Hendrex 3 1/2 Yard Drag Bucket

Air Compressors, Portable

<u>Model</u>	<u>Serial Number</u>
75-201	'99 IR 185 Compressor
75-203	'07 Sullair 185 Compressor
75-204	'07 Sullair 185 Compressor
75-504	'97 Sullivan 750 Compressor
75-505	'99 Sullivan 210 Compressor
75-506	'12 Doosan 185 Compressor
75-507	'13 Doosan 185 Compressor
75-508	'11 Doosan 185 Compressor
75-509	'11 Doosan 375 Compressor

Compaction Equipment

<u>Model</u>	<u>Serial Number</u>
78-200	Hoepac Plate Compactor
78-201	Indeco Plate Compactor
78-202	Okada Plate Compactor
78-800	'97 Sakai Roller
78-802	'04 DynaPac Roller
78-803	DynaPac Roller
78-804	'94 Rasco Sweeper
78-805	'05 Elgin Broom Bear

Concrete Equipment

<u>Model</u>	<u>Serial Number</u>
81-600	Bidwell Finisher
81-601	Finishing Bridge
81-602	Razor Back Power Screenshot

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QUIGG BROS., INC. EQUIPMENT LIST

UPDATED AS OF 12/10/15

		<u>Model</u>	<u>Serial Number</u>
Generators			
83-010	Cat 205 KW Gen Set	7W9750	85206581
83-204	IR Light Tower 8 KW	L84MH	261903UAG828
83-207	GM/LMA 30 KW Gen		4271-410
83-208	'01 Allmand Light Tower		98G6NLP-12
83-209	'01 Allmand Light Tower		99C2NLP-09
83-210	'00 Allmand Light Tower		005NLOPO07
83-211	'02 Allmand Light Tower	PRO02	0481PR002
83-212	'02 Allmand Light Tower	PRO02	0484PR002
83-213	'00 Magnum Light Tower	40601-MH	YB001102
83-214	'06 Magnum Light Tower	MLT3060 MM H	057694
83-215	'06 Magnum Light Tower	ILT4060 MM H	063466
83-216	'09 Magnum Light Tower	MLT3060	903747
83-217	'07 Magnum Light Tower	MLT4050	75585
83-300	GM/LMA 20 KW Gen	3166-008	A79084AJ
83-304	'04 MQ Power 25 KW Gen Trl	DCA25USI	8103765
83-306	'06 MQ Power 25 KW Gen	DCA255512C	377573-17007
83-308	'07 Atlas Copco Generator	QAS58	USA018261
83-309	MQ Power 60 KW Gen Trl	DCA60SSI	3616566
83-310	Skookum Pit Gen Set 30KW	M350074	956160A
83-311	Perkins 100KW Gen (Grizzly)	UC127401	J95059-780
83-312	MQ 125 KW Generator	DCA125SS	7500852
	♀ (BARGE SKOOKUM) ♀		
83-313	'07 MQ Power 25KW Gen	DCA2555IU2	7109301
83-314	'07 Atlas Copco Gen	QAS58	USA018261
83-315	'14 MQ 125KW Generator	DCA1255IU41	7501438
83-316	'11 MQ 25KW Generator	MMG25FI1	1102453
83-400	Cat 135KW Gen.		88D17396
83-401	'07 Cat 500KW Generator	500KW	

		<u>Model</u>	<u>Serial Number</u>
Pumps			
87-306	Barnes 6" Pump	6SP90D	555491175RHG36A
87-500	Stang 10" Pump		65484
87-501	Cent 6" Pump		CITP07591J
87-502	Cent 6" Pump		CITP07591H
87-503	Cent 6" Pump		CITP07591B
88-300	Grindex 4" Pump	3121	117956
88-301	Flygt 6" Sub. Pump	2151.01	64077
88-302	Flygt 4" Sub. Pump	2102	950821
88-303	Flygt 4" Sub. Pump	3102.18	8670043
88-304	Flygt 4" Sub. Pump	2102	950823
88-305	Flygt 4" Sub Pump	2102	9230174
90-101	Cornell 6" Jet Pump		
90-102	Peerless 6" Jet Pump	5TU15	313183
90-500	Warthington 6" Pump		B075311910

		<u>Model</u>	<u>Serial Number</u>
Welding Machines			
95-100	'99 Miller Welder	Bobcat 225D	KK067834
95-101	'96 Miller Welder	Bobcat 225G	KG131870
95-102	'98 Miller Welder	Trailblazer 250G	JJ495065
95-103	'00 Miller Welder	Bobcat 225G	LA127565
95-104	'06 Miller Welder	Trailblazer 302D	LG041511

		<u>Model</u>	<u>Serial Number</u>
Welding Machines Cont.			
95-207	'10 Miller Wire Feeder	X-treme 12VS	A210492A
95-208	'10 Miller Wire Feeder	X-treme 12VS	A210490A
95-801	'07 Miller Welder		LG095169
95-802	'85 Miller Welder:	Airpack 400DD	JE755919
95-804	'90 Miller Welder:	Airpack 400DD	KA816999
95-805	'95 Miller Welder	Big Blue 251D	KE659175
95-806	'99 Miller Welder:	Big Blue 251D	KK063548
95-807	'99 Miller Welder	Big Blue 251D	KK063549
95-809	'99 Miller Welder	BIG 40D	JF894152
95-810	'02 Miller Welder	Bobcat 250NTG	LCO73495
95-811	'02 Miller Welder	Bobcat 250NTG	LB325891
95-812	Lincoln - Welder:	Ranger 9	V1930704311
95-813	Lincoln - Welder	WP250	A1163553
95-814	'10 Miller Welder	Trailblazer 302D	MA250026M
95-815	'10 Miller Welder	Trailblazer 302D	MA250016M
95-816	'10 Miller Welder	Trailblazer 302	MA310070M
95-817	'10 Miller Welder		MA270044M
95-818	'13 Miller Welder	Trailblazer 325	MD131107R
95-819	'13 Miller Welder	Trailblazer 325	MD161929R
95-820	'15 Miller Welder	Trailblazer 302	ME510047R
95-821	'15 Miller Welder	Trailblazer 302	MF090321R
95-822	'15 Miller Welder	Trailblazer 302	MF110541R
95-823	'15 Miller Welder	Trailblazer 302	MF36C090R
95-900	'03 Miller Welder	XMT304	LJ110189J
95-901	'08 Miller Welder	MAZSTAR150S	LJ130151N
95-902	'08 Miller Welder	Millermatic 180	

		<u>Model</u>	<u>Serial Number</u>
Special Equipment			
98-400	'08 Landa Pressure Washer	SLT6-32824E	161830
98-401	Edwards Fire Trailer	TSD25	TSD4145829LR
98-402	Closed Curtain Burner		
98-403	Fire Trailer		
98-404	Fire Trailer		
98-500	KAMB 130' Launcher	130	
98-503	Offset Disc-Cottonwood	3 FL	1877
98-600	Line Winder	A & B	26 X 40
98-601	Kent Hydraulic Breaker	KHB15G2	3190
98-602	Clyde Triple Drum (Barge Ab)		13748
98-603	Skagit Triple Drum (Poseidon)		
98-604	Skagit Double Drum (Rendrag)		
98-700	35' Mantle Portable Scales	10 x 35	24035.10PV-W
98-702	60' Jewell Hydr. Grapple		
98-703	90' Cardinal Scale 100T tsg	3535.100PSP	51288
98-704	Bedding Box/Gravel Skiff	GG 550/BH9	W98091392
98-705	70' Skookum Quarry Scales		
98-706	Hydraulic Drill	A & B	
98-707	Sweepster sweeper		
98-708	Efficiency Trench Box	820HDXLDF	108307
98-709	GM Manhole Box	M8HDW	W989081223
98-710	Milwaukee Coring Drill	4096M1	798C101116012
98-711	Tow-Tem Hyd Clam	Rea1036	AGC1014
98-712	90' Pacific Truck Scales	90104-100	
98-715	Capacity Yard Goat	143900	030494-3
98-716	'00 Speed Shore 8x8	TS-08C8TL4	0-2041
98-717	'05 Speed Shore 8x16	8X16TL4	5-2565
98-718	Hydraulic Torque Wrench		

8. Bank references:

Columbia Bank

1102 Broadway Plaza, PO Box 2156, Tacoma WA 98401-2156

Contact: James Miller, Vice President (253) 305-1934

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

096,612-00-7

10. Dept. of Revenue registration number:

144-002-313

Name of Bidder

Quigg Bros. Inc.

By

Title

John D. Quigg, President

Date

February 1, 2016

Statement of Proposed Subcontractors and Material Suppliers

Subcontractors Name, Address and Telephone Number

Description of Work

~~TRANSPORTATION SYSTEMS, SUMNER, WA~~ ~~ELECTRICAL~~
~~353-750-0284~~

✓ TIGER-WEST INC, NOQUIAM, WA F&T pre-cast slabs
360-533-0575

✓ ASHFORD ELECTRIC & CONSTRUCTION CO Electrical
425-889-1486, Kinkland, WA

Material Suppliers

Material (major items only)

✓ ENCON WASHINGTON, WA Pre-cast slabs
866-612-9582, Puyallup, WA

NO EXCLUSIONS


Local Agency Disadvantaged Business Enterprise Utilization Certification

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. The Bidder must submit good faith effort documentation only in the event the bidder's efforts to solicit sufficient DBE participation has been unsuccessful. The successful bidder's Disadvantage Business Enterprise Utilization Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE online at: <http://omwbe.wa.gov/directory-of-certified-firms/>

Quigg Bros., Inc. certifies that the Disadvantaged Business Enterprise (DBE)

(Box 1) Name of Bidder

Firms listed below have been contacted regarding participation on this project. If this bidder is successful on this project and is awarded the contract, it shall assure that subcontracts or supply agreements are executed with those firms where an "Amount to be Applied Towards Goal" is listed. (If necessary, use additional sheet.)

Column 1 Name of DBE Certificate Number	Column 2 Project Role (Prime, Joint Venture, Subcontractor, Manufacturer, Regular Dealer, Force Account)	Column 3 Description of Work	Column 4 Amount to be Applied Towards Goal
1. Tiger-west inc d2F6016157	sub	F&I Pre-cast slabs	\$ 625,000.00
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Disadvantaged Business Enterprise Subcontracting Goal: 19% DBE Total \$ 625,000 ***

Box 2 Box 3

* Regular Dealer status must be approved prior to bid submittal by the Office of Equal Opportunity, Wash. State Dept. of Transportation, on each contract. BIO \$3,190,895.00

** See the section "Crediting DBE Participation Toward Meeting the Goal" in the Contract Document. 19% = \$606,270.05 ✓

*** The Contracting Agency will utilize this amount to determine whether or not the bidder has met the goal. In the event of an arithmetic difference between this total and the sum of the individual amounts listed above, then the sum of the amounts listed shall prevail and the total will be revised accordingly. Participation in excess of the goal amount will be considered voluntary or race-neutral participation.

SR

DOT Form 272-056A
10/2015



City of Des Moines
21650 11th Avenue South
Des Moines, WA 98198

Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Document

As an authorized representative of the Disadvantaged Business Enterprise (DBE), I confirm that we have been contacted by the referenced bidder with regard to the referenced project and if the bidder is awarded the contract we will enter into an agreement with the bidder to participate in the project consistent with the information provided in the bidder's Disadvantaged Business Enterprise Utilization Certification.

Contract Title: Redondo Boardwalk Repair Project
Bidder's Business Name: Quigg Bros Inc
DBE's Business Name: Tiger-West, Inc.
DBE Signature: Alma Blue Italy
DBE's Title: President
Date: 2-1-14

The entries must be consistent with what is shown on the bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in bid rejection. See contract provision; *Disadvantaged Business Enterprise Condition of Award Participation.*

Description of Work: SUPPLY AND INSTALL PRE-CAST SLABS
Amount to be Applied Towards Goal: \$ 625,000

SR

DOT Form 422-031A EF
07/2011

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

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

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

SR

DOT Form 272-0361 EF
07/2011

Local Agency Certification for Federal-Aid Contracts

The prospective participant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

SR

DOT Form 272-040A EF
07/2011

Local Agency Name City of Des Moines
Local Agency Address 21650 11th Avenue South Des Moines, WA 98198

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name Redondo Boardwalk Repair Project

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

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

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

Subcontractor Name N/A
 Work to be Performed HVAC

Subcontractor Name TRANSPORTATION SYSTEMS Ashford Electric
 Work to be Performed ELECTRICAL ± CONST.

Subcontractor Name N/A
 Work to be Performed PLUMBING

Subcontractor Name _____
 Work to be Performed _____

Subcontractor Name _____
 Work to be Performed _____

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



**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

The contractor and all subcontractors must comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

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will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforming under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(c)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Dav-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3 b (2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY; ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project.

19 U.S.C. 1020 reads as follows.

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

c. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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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: City Manager Separation Agreement

FOR AGENDA OF: February 11, 2016

ATTACHMENTS:

1. Separation Agreement

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: February 5, 2016

CLEARANCES:

Legal JB

Finance _____

Marina _____

Parks, Recreation & Senior Services _____

Planning, Building & Public Works _____

Police _____

Courts _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: SA

Purpose and Recommendation

The purpose of this agenda item is to present for City Council approval a separation agreement with the City Manager.

Motion

“I move to approve the separation agreement between the City of Des Moines and the City Manager and authorize the Mayor to sign it substantially in the form as submitted.”

Background and Discussion

City Manager Piasecki has announced that he will be retiring from service with the City of Des Moines on August 19, 2016. The attached separation agreement contains terms and conditions of his employment leading up to that date.

Alternatives

Council may choose to not approve the agreement and discuss with the City Manager changes they would like to see to it.

Financial Impact

The agreement provides for a salary market adjustment of 0.8% in addition to the cost of living adjustment that is provided for in the City Manager's regular employment agreement. The additional cost in salary, salary related benefits, and vacation/sick leave cash out resulting from this market adjustment is approximately \$1,700.

Recommendation

Staff recommends that Council adopt the attached Vision, Mission Statement, Goals and Strategic Objectives as amended.

Concurrence

None.

SEPARATION AGREEMENT

This separation agreement ("Separation Agreement") is entered into by and between the City of Des Moines ("CITY") and Anthony A. Piasecki ("Mr. Piasecki").

For good and valuable consideration, the parties agree as follows:

(1) Separation of Employment. Mr. Piasecki has announced that he will retire from service to the City of Des Moines at close of business on Friday, August 19, 2016 (the retirement date).

(2) Powers and duties. Mr. Piasecki shall continue to serve as Des Moines City Manager until he retires. He shall continue to have all of the powers and duties prescribed under the laws of the state of Washington, the ordinances and the Municipal Code of the City, and such other authority as the City Council may prescribe. He shall diligently perform the duties and responsibilities of the City Manager until his retirement date. In particular, he shall be attentive to those projects and issues listed in Attachment A of this agreement. Given that he will not be City Manager in less than a year and that there is at least one department director who has indicated that she will be retiring in 2016, Mr. Piasecki agrees that he will not make any permanent appointments to any department director position that may become vacant before he retires. He also agrees not to make a permanent appointment to the positions of City Clerk, Human Resources Director, and Executive Assistant/Human Resources Technician, should one of these positions become vacant before he retires. He will, however, have the power to make temporary appointments to any of these positions should one become vacant before he retires and the authority to discipline any incumbent in these positions.

(3) Residency. Mr. Piasecki shall be given a waiver of the residency requirement contained in RCW 35A.13.050.

(4) Market Adjustment. The General Employees, Exempt Employees, Department Directors, and Teamsters were provided a market adjustment to their wages of one percent (1.0%) in addition to a cost of living adjustment of one point six percent (1.6%) for a total adjustment to wages of two point six percent (2.6). Per section 7 of Mr. Piasecki's employment agreement, compensation is adjusted annual by a percentage equal to one-hundred percent (100%) of the Seattle CPI-U for August of the previous year. The August 2015 CPI-U was one point eight percent (1.8%). For 2016, Mr. Piasecki's salary shall be adjusted by the same total amount as provided to other employees, two point six percent (2.6%); one-point eight percent (1.8%) representing a cost of living adjustment and point eight percent (0.8%) representing a market adjustment.

(5) Furlough. Mr. Piasecki will take one furlough day in each month prior to his retirement, starting in March 2016. Alternatively, Mr. Piasecki will authorize a payroll deduction for an additional contribution toward his health insurance in an amount equal to all of the compensation savings the City would have experienced if Mr. Piasecki had taken a furlough day.

(6) Early Separation. If Mr. Piasecki decides to retire before August 19, 2016, he will provide the City Council sixty (60) as required in Section 12 of his contract. If the City Council chooses to terminate Mr. Piasecki's employment per Section 13 of his contract titled Involuntary Separation Without Cause and Contract Termination Penalty, he shall be provide severance that is equal to six (6) months of pay and benefits as defined in Section 13, or in an amount that is equal to the amount of time that remains from the date of early separation and August 19, 2016 whichever is less; provided that if the City Council decides to terminate Mr. Piasecki's employment before August 19, 2016, he shall be entitled to cash out his sick leave balance as if he had served the City of Des Moines for a full twenty (20) years rather than for more than ten (10) years but less than twenty (20) years. Any severance paid as a result of Council's decision to terminate Mr. Piasecki's employment without cause before the retirement date shall be paid in monthly installments as provided in Section 13. Council shall continue to have the power to terminate Mr. Piasecki's employment with cause, as provide in Section 14 of his contract titled Involuntary Separation With Cause.

(7) Release. In the event that the City Council choses to terminate Mr. Piasecki's employment per Section 13 of his contract titled Involuntary Separation Without Cause and Contract Termination Penalty Mr. Piasecki accepts the benefits contained in this Separation Agreement in full satisfaction of all his rights and interests relating to his employment with and involuntary separation without cause from CITY and, in consideration therefore, Mr. Piasecki hereby releases CITY, its affiliates, successors, predecessors, past and present officers, directors, agents, and employees from all claims (other than claims for the payments provided for under this Separation Agreement), causes of action or liabilities, suspected or unsuspected and irrespective of any present lack of knowledge of any possible claim or of any fact or circumstance pertaining thereto, which Mr. Piasecki may have or claim to have against CITY arising from or during his employment or as a result of his involuntary separation from employment without cause. This release specifically covers, but is not limited to, any claims of discrimination based on age, race, color, national origin, sex, marital status, sexual orientation, or physical or mental disability under any federal, state, or local law, rule, or regulation; any contract or tort claims arising under federal, state, or local law; any claims arising under federal, state or local law based on promises made or allegedly made by CITY to Mr. Piasecki; any claims under any express or implied contract or legal restrictions on CITY's right to terminate its employees; and unpaid wages, salary, or other sums, emotional distress, personal injury, attorneys' fees, or any other statutory or common law claims. Mr. Piasecki hereby covenants not to assert any such claims or causes of action. The foregoing release of claims by Mr. Piasecki includes a release of claims or potential claims under the Age Discrimination in Employment Act (ADEA). This release shall not apply to a decision by the City Council to involuntarily terminate Mr. Piasecki's employment with cause.

(8) Other Claims or Lawsuits. Mr. Piasecki represents that as of the date he executes this Separation Agreement, he has not filed any complaints, charges or lawsuits against CITY with any governmental agency or any court.

(9) No Admission. Nothing in this Separation Agreement shall be construed as any indication that either the CITY or Mr. Piasecki has acted wrongfully towards the other or any other person.

(10) Review and Revocation. Mr. Piasecki acknowledges that:

(a) Pursuant to applicable law, he has been offered the opportunity to review a copy of this Separation Agreement for a period of twenty-one (21) days (the "Review Period");

(b) CITY advised Mr. Piasecki at the beginning of the Review Period to consult with an attorney concerning the terms and conditions of this Separation Agreement, including without limitation the release set forth in this Separation Agreement; and

(c) The terms and conditions of this Separation Agreement have not been amended, modified, or revoked during the Review Period. CITY and Mr. Piasecki agree that Mr. Piasecki shall have seven (7) calendar days (the "Revocation Period") following the date on which Mr. Piasecki signs this Separation Agreement to revoke his acceptance of the Separation Agreement and the release set forth in this Separation Agreement, and this Separation Agreement shall not become effective until the Revocation Period has expired.

(11) Nondisparagement. The City and Mr. Piasecki mutually agree that neither party will disparage the other party (including the present and former officials, employees, agents, members, representatives, and attorneys of the City) in any manner. This non-disparagement clause includes, without limitation, any communication, whether formal or informal, regardless of the form or medium. The parties remain entitled to speak to matters of public concern outside of the terms and conditions of Employee's employment with the City and this Agreement, provided that any statements made will be respectful of the other.

(12) Voluntary Execution. Mr. Piasecki represents that he has read, considered, and fully understands this Separation Agreement and all its terms, and executes it freely and voluntarily.

(13) Construction of Agreement; Governing Law. Each party has had a full and complete opportunity to review this Separation Agreement, and has been given the opportunity to have counsel review it. Accordingly, the parties agree that the common law principles of construing ambiguities against the drafter shall have no application to this Separation Agreement. Interpretation of this Separation Agreement shall be under Washington law. In the event any suit or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and mutually agree that venue shall be exclusively in King County, Washington. If any such action is necessary to enforce the terms of this Separation Agreement, the substantially prevailing party shall be entitled to receive reasonable attorneys' fees and costs.

(14) No Representations. Mr. Piasecki represents that in entering into this Separation Agreement, he does not rely and has not relied upon any representation or statement made by CITY or any of its employees or agents concerning this Separation Agreement.

(15) Complete Agreement. This Separation Agreement constitutes a full and final resolution of all matters in any way related to Mr. Piasecki's separation of employment from CITY. All other terms of his employment agreement remain in full force and effect.

Attachment A

1. Woodmont Recovery Campus
2. Franchise agreement with water and sewer districts
3. Communications Plan implementation
4. "Government 101" series
5. Paid parking – Marina and Beach Park
6. B&O taxes on non-profits
7. Red light cameras
8. Labor negotiations
9. Zoning issues
 - a. Minimum percentage of commercial required in Pacific Ridge mixed use projects
 - b. Adult entertainment
 - c. Essential public facilities requirements
 - d. Blueberry Lane
 - i. Final plat
 - ii. Rezone
10. Des Moines Creek Business Park (DMCBP)
 - a. Master plan amendment
 - b. Street vacation
 - c. Port development agreement amendment
11. 2016 budget savings
 - a. Furlough
 - b. Watering conservation at city parks
 - c. Landscape maintenance reduction
 - d. Janitorial reduction
 - e. Code enforcement
12. Economic development – work with ACM on:
 - a. Business park zoning to the west of DMCBP
 - b. Landmark on the Sound
 - c. Ono/Furney properties
 - d. Marina floor commercial development

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Professional Services Contract for
Conducting an Executive Recruitment

ATTACHMENTS:

Summary of Proposals and Supplemental
Information from Executive Search Firms:

1. Bob Murray and Associates
2. Colin Baenziger and Associates
3. Strategic Government Resources
4. Waters and Company

FOR AGENDA OF: February 11, 2016

DEPT. OF ORIGIN: Human Resources

DATE SUBMITTED: February 5, 2016

CLEARANCES:

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

**APPROVED BY CITY MANAGER
FOR SUBMITTAL** 

Purpose and Recommendation

The purpose of this agenda item is to initiate the recruitment and selection process for the position of City Manager. Staff recommends that the City Council review the attached proposals submitted by executive recruitment firms to recruit for the position of City Manager; authorize the City Manager to execute a professional services contract for the recruitment of a City Manager, and/or take other action relative to the recruitment of a City Manager as the Council deems appropriate.

Suggested Motion

Motion: “I move to authorize the City Manager to execute a professional services contract with Strategic Government Resources (SGR) for the recruitment and selection of a City Manager.”

Background

On January 7, 2016, City Manager Tony Piasecki informed the City Council that he was retiring after twenty years of service to the City effective August 19, 2016. The Council directed City Manager to direct the Human Resources Manager to circulate a Request for Proposal (RFP) to solicit a qualified

executive search firm to perform the City Manager recruitment. She solicited proposals from six executive search firms with extensive experience in public sector executive recruitments, particularly recruitments for the position of City Manager. All six firms responded, and the Council directed the Human Resources Manager to gather further information and conduct reference checks on four of the six firms for further consideration. A summary showing the four proposals and their responses to supplemental questions is attached.

The Ad Hoc Committee of the City Council met on February 4, 2015, to review and discuss the proposals, supplemental question responses, and reference checks. Based on the quality of the proposals, the responsiveness of the firms, and the reference checks obtained, the Committee reached a consensus that they would recommend that the Council authorize the City Manager to enter into a contract with Strategic Government Resources (SGR) to conduct the recruitment and selection procedure.

Discussion

The following options are available to Council:

1. Authorize the City Manager to enter into a contract with Strategic Government Resources (SGR);
2. Direct staff to pursue a more extensive request for proposal process seeking additional recruitment firms;
3. Direct staff to take other action toward the recruitment of the City Manager as the Council deems appropriate; or
4. Take no action at this time.

Alternatives

The alternative would be to direct the Human Resources Manager to conduct the recruitment process.

Financial Impact

The financial impact is estimated to be \$25,000.

Recommendation or Conclusion

It is recommended that the City Council authorize the City Manager to enter into a contract with Strategic Government Resources (SGR).

Summary of Proposals and Supplemental Information from Executive Search Firms

	Bob Murray & Associates	Colin Baenziger & Associates	Strategic Government Resources	Waters Consulting Group, Inc.
Location	Roseville, CA	Wellington, FL	Keller, TX	Dallas, TX
City Manager or similar recruitments in Washington State	<p>City Manager, Kirkland, 2009</p> <p>City Manager, Airway Heights, (did not fill), 2007</p> <p>City Manager, Newcastle, 2004</p> <p>City Manager, Shoreline, 2000</p>	<p>City Manager, Bellevue, 2014</p> <p>City Administrator, Connell, 2014</p> <p>City Manager, Ellensburg, 2014</p> <p>City Manager, Fife, 2010</p> <p>City Manager, Medina, 2013</p> <p>City Manager, Mill Creek, 2015</p> <p>City Manager, Mountlake Terrace, 2014 and 2016</p> <p>City Manager, Normandy Park, 2013 and 2015</p> <p>City Administrator, Prosser, 2016</p> <p>City Manager, Sequim, 2015</p> <p>City Manager, Sunnyside, 2013</p> <p>City Manager, Tacoma, 2011</p> <p>City Manager, Yakima, 2011 and 2012</p>	<p>City Manager, Bainbridge Island, 2012</p> <p>City Manager, Burien, 2013</p>	<p>City Manager, Maple Valley, 2009</p> <p>Police Chief, Bellingham</p> <p>Economic Development Director, Bellevue</p> <p>Deputy City Manager, Bellevue</p> <p>Fire Chief, Lynnwood</p> <p>Deputy City Manager, Mercer Island</p>
Technology/web recruiting advantages firm offers included in quoted price	<p>We cross-reference your ideal candidate with our database and contacts in the field.</p>	<p>Technology can be very useful but our experience is successful executive recruiting depends on: (1) the hard work of reaching out to knowledgeable parties to identify candidates, (2) establishing and maintaining a relationship and trust with candidates, and (3) being able to read candidates and determine who will be a good fit in our clients job and environment</p> <p>The telephone remains the best tool although the number of people that can be reached is somewhat limited. Thus, email becomes an important supplement.</p>	<p>SGR has over 75,000 email subscribers to Ron Holifield's weekly "10 in 10 Update on Leadership and Innovation" e-newsletter.</p> <p>SGR has a database of over 4,300 city/county management professionals, nationwide that will receive a targeted email about position.</p> <p>SGR's website receives over 23,000 visitors each month, with over 210,000 page hits per month.</p> <p>SGR's Job Board (www.sgrjobs.com) is the 2nd largest local government job board in the nation, with over 16,000 visitors each month and over 1,200 jobs listed at any given time.</p> <p>SGR has a social media expert on</p>	<p>Utilization of a proprietary online application system exclusively licensed to Waters & Company, a Springsted Company (W&C) to facilitate talent management. The system has been designed by W&C to customize applicant flow and tracking. It allows ease of communication with applicants and the ability to conduct database inquiries for candidates based on characteristics important to the City such as geographic location and specific experience, expertise and qualifications.</p> <p>Video candidate interviews through a proprietary system will be made available to the City Council to assist in the selection</p>

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Attachment #1

Summary of Proposals and Supplemental Information from Executive Search Firms

	Bob Murray & Associates	Colin Baenziger & Associates	Strategic Government Resources	Waters Consulting Group, Inc.
			<p>staff, who oversees our social media talent marketing initiatives.</p> <p>SGR produces a comprehensive media search report on each finalist candidate. Each Media Report is compiled from information gathered using our proprietary online search process. This is not an automated process, and produces far superior results than a standard Google search which is typically utilized by other search firms. The report length may be as long as 350 pages per candidate and may include news articles, links to video interviews, blog posts by residents, etc. No other firm provides such comprehensive media reports.</p>	<p>process. With our group of semi-finalists that we would recommend to the Council, we ask the candidates to respond to three timed online questions that they have not seen before. Their extemporaneous responses allow us to see how well the candidates think and communicate under these circumstances.</p> <p>Through an online link to our website, the responses would be available to the Council prior to their meeting with us to assess the semi-finalists and during which they would select the finalists for on-site interviews in Des Moines.</p>
Personality profile/ skills assessments included in quoted price	Not addressed in response	We use our ability read client environments and candidates and do not use personality profiles / skills assessments. As noted above, if a recruiter has the ability to read candidates, these tests are unnecessary. If the recruiter cannot read candidates, then tests can assist in narrowing the field but their predictive ability is limited. Many elements of an environment simply cannot easily be measured and quantified.	DiSC Management Profile assessment IOPT assessment	Management/Leadership Style Assessment Analysis completed by the candidates to determine if a candidate's management/ leadership style matches the approved management/ leadership style profile for the ideal candidate.

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Summary of Proposals and Supplemental Information from Executive Search Firms

	Bob Murray & Associates	Colin Baenziger & Associates	Strategic Government Resources	Waters Consulting Group, Inc.
Web-based or other survey to determine community issues priorities	Yes, that is something that we can do and include in our quoted price.	Yes, we would do that and it would be included in our quoted price. We have done similar things in the past with other clients.	<p>SGR will provide recommended survey questions and set up an online survey. Stakeholders can be directed to a web page or invited to take the survey by email. Written Summary of results is provided to the client.</p> <p>We also can conduct interviews with community leaders, as part of the process to develop the Position Profile Brochure (Tab 5, Step1): Individual Interviews with Search Committee and Key Personnel (if desired)</p> <p>Fully understanding your organizational needs is the most critical part of conducting a successful executive search. SGR conducts individual interviews with the Search Committee, key staff, and/or direct reports to find out more about the position, special considerations, and the political environment. These interviews last approximately 30 minutes to one hour each and identify individual issues that may affect the dynamics of the search, as well as develop a composite understanding of the organization's preferences. This process helps with organizational buy-in and will assist us in developing the Position Profile as we look for any significant staff issues or major disconnects that may not otherwise be apparent.</p>	<p>We will conduct a web-based survey that can be used to determine the key community-wide issues and priorities that are essential considerations for the City and the selection committee to consider.</p> <p>This survey is completed by the City's employees, community leaders and citizens. The results of the survey will provide the City Council with important feedback for development of the profile for the ideal candidate.</p>

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Summary of Proposals and Supplemental Information from Executive Search Firms

	Bob Murray & Associates	Colin Baenziger & Associates	Strategic Government Resources	Waters Consulting Group, Inc.
Total estimated fees and expenses	<p>\$23,900 total</p> <p>\$16,500 professional service fee plus expenses</p> <p>\$7,400 estimated expenses</p>	<p>\$24,250 total</p> <p>Fixed fee includes all of firm's expenses and costs</p> <p>Price guaranteed not to be exceeded for any reason, even if conditions change</p>	<p>\$25,000 total</p> <p>Professional service fee: \$18,500</p> <p>Expenses not to exceed \$6,500.</p> <p>The price is the price; will never be charged an additional fee.</p> <p>Optional services billed at \$250 per hour: Recruitment video \$5,000, site visits to communities of candidates, supplemental services not mentioned in project cost</p>	<p>\$24,500 total</p> <p>All-inclusive fee includes the cost of professional services by the firm, advertising, etc.</p> <p>Optional services billed at \$220 per hour</p>
Guarantee	<p>If terminated in first year, will conduct search again at no cost except expenses</p>	<p>Will not recruit placed candidate while with City.</p> <p>If leaves within 2 years, will repeat search at no charge for services or expenses.</p> <p>If City is not satisfied with candidates, will repeat the search until satisfied.</p> <p>Price guaranteed</p>	<p>24/7 cell phone and email access</p> <p>Satisfaction guaranteed or will repeat the entire process at no additional professional fee until find right candidate</p> <p>If candidate resigns or is released within 24 months, will repeat process at no additional professional fee</p> <p>Will not directly solicit placed candidate</p>	<p>Will remain until appointment is made</p> <p>If unable to make selection will work until hired</p> <p>Guaranteed 24 months against termination or resignation</p> <p>Replacement recruitment repeated with no professional fee, only expenses</p> <p>Internal candidates do not qualify for guarantee</p>

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Mandatory Furloughs

AGENDA OF: February 11, 2016

ATTACHMENTS:

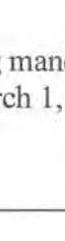
1. Draft Resolution No. 16-009 regarding the implementation of mandatory furloughs for all non-represented regular employees from March through December 2016.

DEPT. OF ORIGIN: Human Resources

DATE SUBMITTED: February 5, 2016

CLEARANCES:

- Legal _____
- Economic Development _____
- Finance pm
- Marina _____
- Parks, Recreation & Senior Services _____
- Planning, Building & Public Works _____
- Police _____
- Courts _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation:

The purpose of this agenda item is to implement mandatory furloughs for the City's regular non-represented employees. Staff recommends that the City Council approve this resolution so that the necessary savings not be delayed any further.

Suggested Motion

Motion: "I move to adopt Draft Resolution No. 16-009 implementing mandatory furloughs for the City's regular non-represented employees, for the period beginning March 1, 2016 and ending December 31, 2016."

Background:

As part of the 2016 budget process, the City Council directed management to negotiate furloughs as one of several cost savings measures to preserve essential services and ensure the City's ongoing ability to meet its financial obligations.

Discussion:

Over the past two months the City Manager and Human Resources Manager have met several times with committee members from the non-represented employee groups to give staff the opportunity to have a voice in determining how furloughs would be applied. While no consensus was reached with the non-represented employee committees, it is still necessary to implement mandatory furlough days in order for the City to meet its budget constraints. The City has expressed the intent to achieve the equivalent cost savings equitably with all employees, including union employees, so implementation for the non-represented employees is one step in that process.

Alternatives:

Alternatives to furloughs include further reductions in force by way of layoffs and/or additional cuts in City services and programs.

Financial Impact:

Through the budget process council set a target cost reduction in 2016 personnel compensation for the general fund of \$284,720. This target was met by several employees switching to the high deductible medical plan which is estimated to save approximately \$35,650 for the general fund not only in 2016 but in future years as well. The rest of the 2016 savings will come from the furlough program. The estimated savings from the furlough program for non-represented employees by group and fund is as follows:

	General Employees	Exempt Employees & Directors	Total Non-Represented Employees
<u>FUND</u>			
General Fund	119,460	106,225	225,685
Computer Ops	3,805	5,240	9,045
Street Fund	1,120	3,000	4,120
Marina Fund	9,385	5,720	15,105
SWM Fund	16,080	7,905	23,985
Equip Rental Fund	4,445	790	5,235
TOTAL	154,295	128,880	283,175

Recommendation/Conclusion:

Staff recommends approval of the attached Draft Resolution implementing furloughs for non-represented employees.

DRAFT RESOLUTION NO. 16-009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, regarding the implementation of mandatory furloughs for all non-represented regular employees for the period beginning March 1, 2016, and ending December 31, 2016.

WHEREAS, the City of Des Moines (“City”) is experiencing a significant budget shortfall and must take cost savings measures to preserve essential services and ensure the City’s ongoing ability to meet its financial obligations, and

WHEREAS, the City’s non-represented employees exclude all those who are represented by labor organizations, specifically, the International Association of Machinists District 160, Teamsters Local 763, Des Moines Police Guild, and Des Moines Police Management Association, and

WHEREAS, the City’s non-represented regular employees fall into three groups; the General Employees, those who are eligible for overtime compensation under the Fair Labor Standards Act (FLSA), the Exempt Employees, those who are exempt under the FLSA; and the remaining exempt employees group known as the Directors, which for purposes of this Resolution consists of all department heads, the Assistant City Manager and the City Manager, and

WHEREAS, the General Employees Negotiation and Advisory Committee and the Exempt Employees Negotiation and Advisory Committee were established to promote the relationship between non-represented employees and City management and to foster communication regarding employee relations issues such as compensation and benefits that affect no-represented employees, and

WHEREAS, City management met with the above committees and gave employees an opportunity to have a voice in determining how furloughs would be applied, yet no consensus was reached, and

WHEREAS, the City Council has determined that it is in the best interest of the City to implement mandatory furlough days to meet its financial obligations, and

WHEREAS, the City reserves the right to set wages for non-represented employees, to schedule and assign work, and to determine its hours of operation, and

WHEREAS, the City recognizes that for those employees whose hours are reduced because of furloughs, less work will be performed, and certain delays and/or reductions in service levels may result, and

WHEREAS, the City will make every reasonable effort to adjust work expectations to be commensurate with the reduced schedule, and

Draft Resolution No. 16-009
Page 2 of 4

WHEREAS, the City Council sincerely appreciates the dedication and hard work of its staff and regrets the impact that furloughs will have on them, and now, therefore,

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

Sec. 1. The City will shut down its facilities on the following dates to observe ten and a half (10½) furlough days:

City Hall & Other Facilities	Marina
<u>Primarily the First Friday of the Month</u>	<u>Primarily the First Wednesday of the Month</u>
March 4, 2016	March 2, 2016
April 1, 2016	April 6, 2016
May 6, 2016	May 4, 2016
June 3, 2016	June 1, 2016
July 1, 2016	July 6, 2016
August 5, 2016	August 3, 2016
September 2, 2016	September 7, 2016
October 7, 2016	October 5, 2016
November 4, 2016	November 2, 2016
December 2, 2016	December 7, 2016
December 23, 2016 (fourth Friday)	December 24, 2016 (Saturday)

The half-day furlough on December 23 will be a full-day closure; full-time employees will be paid for four (4) hours if they use accrued vacation, pro-rated for part-time employees. The furlough on December 24 will also be a half-day furlough with a full-day closure, with full-time employees receiving the usual four (4) holiday hours for Christmas Eve.

Sec. 2. To administer the above furlough days, all regular non-represented employees shall take one of the following two options:

(1) **Unpaid Furlough Days.** Regular employees will take the above above-referenced days off without pay to the extent that they are regularly scheduled to work on those days (including days they have requested to use vacation or sick leave). To the extent that one or more of the above-referenced days falls on a regularly scheduled day off, the affected employee will select, with supervisor approval, equivalent alternate unpaid furlough hours during the same pay period.

(2) **Paid Furlough Days with Benefit Reduction.** Alternatively, eligible employees may choose a reduction in the City's contribution toward their healthcare benefits. Each employee who participates in the City's healthcare plans may choose this option provided they agree to contribute an additional share toward their healthcare coverage by payroll deduction effective

Draft Resolution No. 16-009
Page 3 of 4

March 1 through December 31, 2016, or when the furloughs are discontinued, whichever comes first. Such additional employee contribution will be equal to the savings the City would have experienced, including wage-related costs and benefits, had the employee taken the unpaid furlough days. In exchange for this benefit reduction, the employees will take the above above-referenced days off with pay to the extent that they are regularly scheduled to work on those days (including days they have requested to use vacation or sick leave). Paid furlough hours shall not count as hours worked towards the overtime threshold.

Sec. 3. Furlough Administration.

(1) To the extent that one or more of the above-referenced days falls on a regularly scheduled day off, the affected employee will select, with supervisor approval, an equivalent alternate furlough day during the same pay period. A furlough day is defined as eight (8) hours for full-time employees. Regular part-time employees will take furlough days on a prorated basis.

(2) Employees normally scheduled to work more hours on a scheduled furlough day than they are a required to take in furlough time, e.g., employees scheduled to work ten (10) hours, will be permitted to: (i.) revise their schedule during the workweek (e.g., switch to eight (8) hour days for the week or work additional hours during the workweek); or (ii.) use paid vacation leave; or (iii.) take unpaid leave to account for the difference between their normally scheduled shifts and their furlough time.

(3) Employees shall not perform City work during a furlough day except as follows:

(a) When a work assignment is necessary on a furlough day for business operations or due to an emergency or urgent matter, the employee and City may mutually agree that the employee will select, with supervisor approval, an equivalent alternative furlough day within the same pay period; such an assignment will require the pre-approval of the Department Director; or

(b) An employee may be assigned to work on a furlough day provided a contractor or other customer agrees to pay an additional fee to cover the cost for the employee to physically report to work. When so assigned, the employee will be paid at the overtime rate of one and one-half times their straight-time hourly rate for hours worked plus the commute time from employee's residence to the job site and the return commute time afterward. If the employee completes the call back assignment in less than three (3) hours, including the allowed commute time, the employee will receive a minimum of three (3) hours at the overtime rate. Such an assignment will require the pre-approval of the Department Director.

Sec. 4. Where a conflict exists between the terms of this Resolution and the Des Moines Personnel Manual, this Resolution shall control.

Draft Resolution No. 16-009
Page 4 of 4

Sec. 5. Any acts consistent with the authority and prior to the effective date of this Draft Resolution are hereby ratified and confirmed.

ADOPTED BY the City Council of the City of Des Moines, Washington this fourth day of February, 2016, and signed in authentication thereof this fourth day of February, 2016

MAYOR

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Public Hearing on Draft Ordinance 15-206 related to public notice requirements for Essential Public Facilities (EPFs).

ATTACHMENTS:

- 1. Resolution 1320
- 2. RCW 36.70A.200
- 3. Comprehensive Plan Excerpts for EPFs

FOR AGENDA OF: February 11, 2016

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: February 4, 2016

CLEARANCES:

- Legal PO
- Finance N/A
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Planning, Building & Public Works D33
- Police N/A
- Economic Development Manager

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is for City Council to open the public hearing set by Resolution 1320 (Attachment 1) related to noticing requirements for essential public facilities (EPFs), and continue the Public Hearing to a date set by the City Council. Staff is also seeking confirmation from the Council to expand the scope of the Draft Ordinance to include siting criteria and development regulations for EPFs.

Suggested Motions

Motion 1: "I move to continue the Public Hearing for Draft Ordinance 15-206 to May 12, 2016, or as soon thereafter as the matter may be heard."

Motion 2: "I move to direct staff to expand the scope of Draft Ordinance 15-206 to also include siting criteria and development regulations for essential public facilities."

Background

According to RCW 36.70A.200 (Attachment 2), EPFs include those facilities that are typically difficult to site, such as airports, state education facilities and state or regional transportation facilities as defined in RCW 47.06.140, regional transit authority facilities as defined in RCW 81.112.020, state and local correctional facilities, solid waste handling facilities, and inpatient facilities including substance abuse facilities, mental health facilities, group homes, and secure community transition facilities as defined in RCW 71.09.020.

Per the requirements of RCW 36.70A.200, the comprehensive plan of each county and city that is planning under RCW 36.70A.040 shall include a process for identifying and siting essential public facilities, and no local comprehensive plan or development regulation may preclude the siting of essential public facilities.

The City of Des Moines 2035 Comprehensive Plan establishes the policy framework for the siting of EPFs (Attachment 3).

EPFs are permitted through the City's Conditional Use Permit (CUP) and Unclassified Use Permit (UUP) processes pursuant to the criteria established in Chapter 18.140 DMMC. CUPs are a Type III land use decision made by the Hearing Examiner, while UUPs are a Type IV land use decision made by the City Council.

Public noticing requirements for land use actions are provided for in Title 16 and Title 18 of the Des Moines Municipal Code. Currently, for a State Environmental Policy Act (SEPA) Determination of Non-significance (DNS), mitigated DNS (MDNS), or Determination of Significance (DS), the noticing requirement to adjacent property owners and occupants is a 300 foot radius (DMMC 16.05.190(5)).

During the fall of 2015, the Des Moines City Council directed staff to develop an Ordinance to establish specific noticing requirements for EPFs, with the intent to provide broader noticing for certain types of EPFs.

On December 17, 2015 the City Council adopted Resolution 1320, setting a public hearing date on January 11, 2016 to consider Draft Ordinance 15-206 related to noticing requirements for EPFs.

Discussion

Due to unprecedented development review workload (land use applications and building permit activity), staff has not been able to prepare the Draft Ordinance. Therefore the public hearing must be continued.

At the January 14, 2016 Council Finance and Economic Development Committee meeting, the Planning, Building and Public Works Director discussed the importance of addressing the siting of EPFs in a more holistic manner. The purpose is to enable the City Council to revisit our current regulations and expand upon and/or clarify the review criteria and decision processes. The Committee was supportive of this recommendation, and asked for further information and update at their next meeting.

On February 11, 2016, staff will discuss this topic further with the Council Finance and Economic Development Committee, and seek direction on the development of the Draft Ordinance. Staff will present the Draft Ordinance to the Finance and Economic Development Committee on March 10. Based on the outcome of that discussion, staff will send the Draft Ordinance to the Department of Commerce for their review in accordance with RCW 36.70A.106, and prepare a non-project SEPA Checklist

pursuant to WAC 197-11. The SEPA comment and appeal period runs 25 days. Therefore, staff is recommending that the Public hearing be continued to May 12. This will provide the minimum amount of time needed to prepare the draft ordinance, and let SEPA timeframe run. Provided that the Department of Commerce grants us an expedited review, Council could take action on the Draft Ordinance at that time. Otherwise, the public hearing will have to be passed to a second reading.

Alternatives

The City Council may:

- 1) Select a different date to continue the hearing to.
- 2) Direct staff to keep the scope of the Draft Ordinance to just noticing requirements. If the Council selects this alternative, the public hearing could be continued to April 7th at the earliest (to provide time for the Draft Ordinance to be prepared, and the SEPA timeframe to run).
- 3) Expand the scope of Draft Ordinance No. 15-206 as proposed, and continue the public hearing to the date specified or until the matter can be heard.

Financial Impact

Establishing specific noticing requirements, siting criteria and development regulations for EPFs is not anticipated to have a financial impact on the City.

Recommendation or Conclusion

Staff recommends that the City Council pass the suggested motions.

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RESOLUTION NO. 1320

A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON relating to essential public facilities notification and amending portions of Title 16 and Title 18 of the Des Moines Municipal Code.

WHEREAS, the City Council is considering amendments to portions of Title 16 and Title 18 as necessary to establish specific noticing requirements for essential public facilities, and

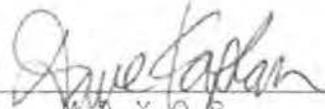
WHEREAS, a public hearing is necessary to receive public comment regarding this proposal, and

WHEREAS, a public hearing is required for adoption of an ordinance which amends Title 16 Environment and Title 18 Zoning Code; now therefore,

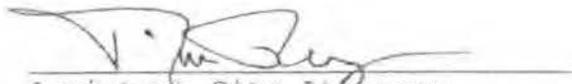
THE CITY COUNCIL OF THE CITY OF DES MOINES RESOLVES AS FOLLOWS:

The matter of amendments to portions of Title 16 and Title 18 relating to noticing requirements for essential public facilities is set for a public hearing before the City Council on Thursday, February 11, 2016, at 7:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 21630 11th Avenue South, Suite B, Des Moines, Washington.

ADOPTED BY the City Council of the City of Des Moines, Washington this 17th day of December, 2015 and signed in authentication thereof this 17th day of December, 2015.


MAYOR

APPROVED AS TO FORM:


Assistant City Attorney

ATTEST:


City Clerk

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RCW 36.70A.200**Siting of essential public facilities—Limitation on liability.**

(1) The comprehensive plan of each county and city that is planning under RCW 36.70A.040 shall include a process for identifying and siting essential public facilities. Essential public facilities include those facilities that are typically difficult to site, such as airports, state education facilities and state or regional transportation facilities as defined in RCW 47.06.140, regional transit authority facilities as defined in RCW 81.112.020, state and local correctional facilities, solid waste handling facilities, and inpatient facilities including substance abuse facilities, mental health facilities, group homes, and secure community transition facilities as defined in RCW 71.09.020.

(2) Each county and city planning under RCW 36.70A.040 shall, not later than September 1, 2002, establish a process, or amend its existing process, for identifying and siting essential public facilities and adopt or amend its development regulations as necessary to provide for the siting of secure community transition facilities consistent with statutory requirements applicable to these facilities.

(3) Any city or county not planning under RCW 36.70A.040 shall, not later than September 1, 2002, establish a process for siting secure community transition facilities and adopt or amend its development regulations as necessary to provide for the siting of such facilities consistent with statutory requirements applicable to these facilities.

(4) The office of financial management shall maintain a list of those essential state public facilities that are required or likely to be built within the next six years. The office of financial management may at any time add facilities to the list.

(5) No local comprehensive plan or development regulation may preclude the siting of essential public facilities.

(6) No person may bring a cause of action for civil damages based on the good faith actions of any county or city to provide for the siting of secure community transition facilities in accordance with this section and with the requirements of chapter 12, Laws of 2001 2nd sp. sess. For purposes of this subsection, "person" includes, but is not limited to, any individual, agency as defined in RCW 42.17A.005, corporation, partnership, association, and limited liability entity.

(7) Counties or cities siting facilities pursuant to subsection (2) or (3) of this section shall comply with RCW 71.09.341.

(8) The failure of a county or city to act by the deadlines established in subsections (2) and (3) of this section is not:

(a) A condition that would disqualify the county or city for grants, loans, or pledges under RCW 43.155.070 or 70.146.070;

(b) A consideration for grants or loans provided under RCW 43.17.250(3); or

(c) A basis for any petition under RCW 36.70A.280 or for any private cause of action.

[2013 c 275 § 5; 2011 c 60 § 17; 2010 c 62 § 1; 2002 c 68 § 2; 2001 2nd sp.s. c 12 § 205; 1998 c 171 § 3; 1991 sp.s. c 32 § 1.]

NOTES:

Effective date—2011 c 60: See RCW 42.17A.919.

Purpose—2002 c 68: "The purpose of this act is to:

(1) Enable the legislature to act upon the recommendations of the joint select committee on the equitable distribution of secure community transition facilities established in section 225, chapter 12, Laws of 2001 2nd sp. sess.; and

(2) Harmonize the preemption provisions in RCW 71.09.250 with the preemption provisions applying to future secure community transition facilities to reflect the joint select committee's recommendation that the preemption granted for future secure community transition facilities be the same throughout the state." [2002 c 68 § 1.]

Severability—2002 c 68: "If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected." [2002 c 68 § 19.]

Effective date—2002 c 68: "This act is necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and takes effect immediately [March 21, 2002]." [2002 c 68 § 20.]

Intent—Severability—Effective dates—2001 2nd sp.s. c 12: See notes following RCW 71.09.250.

Attachment 3
Excerpts from the Des Moines 2035 Comprehensive Plan
establishing the policy framework for siting EPFs

Goal LU 5 *Maintain regulations and procedures that allow for siting of essential public facilities.*

LU 5.1 Ensure land use decisions on essential public facilities meet the following criteria to be made consistent with the process and criteria set forth in the DMMC:

1. The facility meets the Growth Management Act definition of an essential public facility, as defined in RCW 36.70A.200(1) and as amended; or
2. The facility is on the statewide list maintained by the Office of Financial Management, ref. RCW 36.70A.200(4) or on the countywide list of essential public facilities; and
3. The facility is not otherwise regulated by the Des Moines Municipal Code (DMMC).

LU 5.1.1 Recognize and use the Conditional Use Permit process and criteria to site essential public facilities as regulated by the DMMC.

LU 5.1.2 Consider social equity and health issues when siting essential public facilities, to provide protection from exposure to harmful substances and environments.

CF 1.3 Ensure essential capital facilities/utilities (i.e., domestic water, fire protection, sanitary and storm sewer, transportation, etc.) are available at the time of development.

CF 1.3.1 Adopt procedures that encourage mutual review of, and comment on, proposed actions and policies between Des Moines and other providers of public services. Review of development proposals by providers of public facilities and utilities should ensure that there will be sufficient capacity at the time of development.

CF 1.4 City plans and development regulations should identify, and provide a process for consideration of the siting of essential public facilities. Essential public facilities should include: A) domestic water, sanitary sewer, public schools, and fire protection; B) difficult-to-site facilities such as those identified by RCW 36.70A.200 and County-wide Planning Policies; and C) essential state facilities specified by the office of financial management. Des Moines should not accept a disproportionate share of the adverse impacts resulting from the siting of essential public facilities.

CF 1.4.1 Utilize the plans of public facility and utility providers, and the Des Moines Capital Improvement Plan, to identify lands useful for public facility or utility purposes. Essential Public Facilities as defined by RCW 36.70A.200 are processed as Unclassified Use Permits (UUP) unless the use is permitted outright in a given zoning classification.

CF 1.4.2 Work cooperatively with surrounding municipalities and King County during the siting and development of facilities of regional significance.

CF 1.4.3 As permitted by state and federal law, including the lawful exercise by the City of its SEPA authority pursuant to RCW 43.21C.060, City approvals related to essential public facilities, operations and activities within the City of Des Moines, including but not limited to, necessary support activities, connected-actions and projects, require a Conditional Use Permit and may include conditions that are necessary to mitigate specific adverse environmental impacts on the City of Des Moines identified in environmental documents prepared pursuant to SEPA.

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Re-organization of Title 3 DMMC

FOR AGENDA OF: February 11, 2016

ATTACHMENTS:

1. Draft Ordinance No. 15-219

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: February 1, 2016

CLEARANCES:

- Legal VG
- Finance DM
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Planning, Building & Public Works N/A
- Police N/A
- Courts N/A
- Economic Development N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to present Draft Ordinance No. 15-219 to amend, relocate and repeal existing language in Title 3 of the Des Moines Municipal Code (DMMC) relating to revenue and finance and to re-define various funds in accordance with current generally accepted accounting principles (GAAP).

Suggested Motions

FIRST MOTION: “I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 15-219 on first reading.”

SECOND MOTION: “I move to enact Draft Ordinance No. 15-219 amending, adding, and relocating sections of Title 3 DMMC to reorganize, provide consistency, and bring Title 3 DMMC into compliance with current generally accepted accounting principles.”

THIRD MOTION: “I move to ratify, confirm and approve all acts undertaken prior to the effective date of this Ordinance that are consistent with the intent and purpose of same; and further, specifically instruct

the Finance Director to prepare the City's 2015 financial statements in accordance with the intent and purpose of this Draft Ordinance."

Background

Title 3 DMMC authorizes and provides the legal definition of "funds" used for budgeting and reporting city financial activity. Title 3 DMMC currently has separate chapters for certain categories of funds (e.g. "Enterprise funds" chapter 3.52 DMMC and "Internal service funds" chapter 3.56 DMMC). In December the "special revenue fund" category was added and several new funds were added.

This is the next step in the process to update the municipal code to bring it into compliance with current generally accepted accounting principles' definitions and to ensure all authorized funds are correctly categorized. The third motion above instructs the Finance Director to make these changes effective for 2015 and to prepare the 2015 Comprehensive Annual Financial Report (CAFR) using the fund and legal fund structures as contained in Draft Ordinance 15-219 and outlined below.

Discussion

Debt and Construction Funds.

Draft Ordinance No. 15-219 establishes authority and fund usage definitions to authorize one legally defined debt service fund from which resources are set aside and accumulated to pay for governmental activity debt and which excludes enterprise fund debt. Similarly, it legally defines one capital and construction fund to accumulate resources and pay for capital and construction activities for governmental activities and which excludes enterprise fund capital and construction activities. The 2015 (CAFR) will be prepared with one Debt Service fund and one Capital & Construction fund.

Clearing Fund.

Draft Ordinance No 15-219 also removes the "claims fund" as accounting and technology changes have occurred over the years and there is no longer a need for this fund (and which has not been used in many years). This change has no effect on the 2015 CAFR.

Special Revenue Funds.

In order to create consistency and to centralize the authority for establishing funds, the existing authorization to create the lodging excise tax fund has been moved from DMMC 3.88.040 to join the rest of the special revenue fund authorizations in chapter 3.51 DMMC. Similarly, the authorization for the street fund has been moved from DMMC 3.48.120 to DMMC 3.51.101 and the authorization for the abatement fund has been moved from DMMC 3.48.140 to DMMC 3.51.180. This change has no effect on the 2015 CAFR.

Enterprise Funds.

DMMC 3.52.010 updates the definition of sources of moneys to reflect current GAAP. The authority for the marina fund has been rewritten and moved from chapter 3.54 DMMC, "Special Bond Fund," and consolidated into DMMC 3.52.100, "Marina Fund." The marina fund language is new and consistent in structure with other enterprise fund language. The special revenue bond language is no longer applicable to the current outstanding bond requirements and is therefore removed. Legal requirements for outstanding bonds can be found in the authorizing bond ordinance and therefore does not need to also be included in DMMC. This change has no effect on the 2015 CAFR.

The authority for the Surface Water Management fund has been re-written and consolidated from DMMC 3.52.060 and 3.52.070 into 3.52.150. This change has no effect on the 2015 CAFR.

Internal Service Funds.

The authority for the unemployment compensation fund has been moved from DMMC 3.48.130 into the DMMC 3.56.080 with all the other internal service funds. DMMC 3.56.020 authorizes the Computer equipment maintenance fund. This fund is recommended to be eliminated as of 12/31/2015. In 2016 computer operations will be conducted as a central service from within the general fund (similar to other central services such as Finance and Human Resource functions). Computer services to other funds will be included as a component in the General Fund Administrative Chargeback Allocation. There is no ending fund balance for the Computer maintenance fund so there is no fund balance transfer to the general fund required. DMMC 3.56.030 Computer Replacement Fund scope is currently limited to hardware. The scope has been expanded to include software replacement costs as well. This change has limited effect on the 2015 CAFR (as the Computer Maintenance fund has no employees as of December 31, 2015 there is no longer a long term liability for vacation and sick leave to include).

Alternatives

Council could postpone or not adopt the draft ordinance but this would leave some funds without legal authority, leave inapplicable and outdated legal requirements in the code, and leave fund creation for the same fund types spread throughout various areas of the DMMC rather than listing them together.

Recommendation

Staff recommends Council enact Draft Ordinance No. 15-219 establishing, deleting, and amending various sections of Title 3 DMMC and direct staff to prepare the 2015 CAFR in accordance with the intent and purpose of this Draft Ordinance.

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CITY ATTORNEY'S FIRST DRAFT 01/20/2016

DRAFT ORDINANCE NO. 15-219

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to Revenue and Finance, amending DMMC 3.48.070, 3.48.150, 3.52.010 and 3.56.030; adding new sections as DMMC 3.48.150, 3.51.111, 3.52.150, and 3.56.080; relocating new sections to chapters 3.52, 3.56, and 3.58 DMMC; repealing DMMC 3.48.030, 3.48.130, 3.52.060, 3.52.070, 3.56.020, 3.58.130, 3.88.040, and chapter 3.54 DMMC; decodifying DMMC 3.48.120 and recodifying as DMMC 3.51.101, decodifying DMMC 3.48.140 and recodifying as DMMC 3.51.180; as housekeeping measures to reorganize Title 3 DMMC and provide consistency.

WHEREAS, Title 3 DMMC, entitled "Revenue and Finance," contains many ordinances pertaining to budgeting and accounting, and

WHEREAS, numerous amendments to Title 3 DMMC since enactment have adversely affected the Title's organization, and

WHEREAS, the City Council finds that it is in the best interest of the public health, safety, and general welfare to establish comprehensive, uniform, and current provisions for the City's Revenue and Finance Code; now therefore,

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

Sec. 1. DMMC 3.48.070 and section 25 of Ordinance No. 1144 as amended by section 1 of Ordinance No. 1189 as amended by section 1 of Ordinance No. 1352 are amended to read as follows:

Municipal capital ~~improvements~~ and construction fund.

(1) There is created a "municipal capital ~~improvements and construction~~ fund."

(2) The purpose of the municipal capital ~~improvements and construction~~ fund is for the receipt and expenditure of moneys used to finance local improvements, including those listed in RCW 35.43.040 as presently constituted or as may be subsequently amended.

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(3) Moneys for the municipal capital ~~improvements and construction~~ fund consist of taxes collected under the provisions of Ordinance No. 652 as amended, funds appropriated annually and from time to time by the city council, and from such other sources as the city council may determine for deposit in the municipal capital ~~improvements and construction~~ fund.

(4) The municipal capital and construction fund excludes enterprise funds' and internal service funds' capital and construction activity.

NEW SECTION. Sec. 2. A new section is added to chapter 3.48 DMMC as DMMC 3.48.150 to read as follows:

Debt service fund.

(1) There is created a "debt service fund."

(2) The purpose of the debt service fund is for the receipt and expenditure of moneys used to pay for general governmental activities' debt service. Debt service for enterprise funds are paid by the enterprise funds.

(3) Moneys for the debt service fund consist of funds received from the state, appropriated annually and from time to time by the City Council, and from such other sources as the City Council may determine.

NEW SECTION. Sec. 3. A new section is added to Ordinance No. 1638 (uncodified) as DMMC 3.51.111 to read as follows:

Lodging excise tax fund.

(1) There is created a special fund in the treasury of the City entitled "Lodging excise tax fund."

(2) All taxes collected under this section shall be placed in this fund to be used solely for the purpose of paying all or any part of the cost of tourist promotion, acquisition or

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operation of tourism-related facilities, or any other uses authorized by chapter 67.28 RCW, now or as subsequently amended.

Sec. 4. DMMC 3.52.010 and section 32 of Ordinance No. 1144 are amended to read as follows:

General provisions.

(1) Identity and Accounting. Except as otherwise provided in this chapter, each enterprise fund has a separate accounting and identity from other monetary resources of the eCity.

(2) Sources of Moneys. Except as otherwise provided in this chapter, each enterprise fund receives moneys predominately from external user fees.

(3) Expenditures from Funds. Except as otherwise provided in this chapter, expenditures from each enterprise fund are authorized by motion of the eCity eCouncil for purposes and uses consistent with law.

(4) Transfers from Funds. Except as otherwise provided in this chapter, excess moneys in an enterprise fund may be not be transferred to another eCity fund.

(5) Annual Earryover. Except as otherwise provided in this chapter, moneys that have been deposited in each enterprise fund are maintained and carried forward at the end of each budget year, including interest from investment earnings of the funds and excluding authorized expenditures.

NEW SECTION. **Sec. 5.** A new section is added to chapter 3.52 DMMC as DMMC 3.52.100, "Marina fund," to read as follows:

Marina fund. There is hereby created and established in the office of the City treasurer the Marina fund. The Marina fund

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shall consist of three sub-funds: Marina Operations, Marina construction, and Marina debt service and reserve.

(1) All revenues raised pursuant to Marina operations shall be deposited into the Marina operations sub-fund. All Marina operating expenses shall be paid from the Marina operations sub-fund. Current expenses of the marina system shall be payable, as a first charge, from the Marina operations sub-fund as the same become due and payable. Current expenses shall include all necessary operating expenses, current maintenance charges, expenses of reasonable upkeep and repairs, properly allocated share of charges for insurance and all other expenses incident to the operation of the marina system, but shall exclude depreciation, all general administrative expenses of the City and the payment into the Marina construction sub-fund hereinafter provided for.

(2) The portion of bond proceeds designated for construction purposes shall be deposited directly into the Marina construction sub-fund. Additionally, monies collected pursuant to the Marina operations may be transferred to the Marina construction sub-account to fund Marina capital improvements as the City Council may designate. Grants or other external funding sources related to construction activities shall be deposited directly into the Marina construction sub-fund.

(3) The portion of bond proceeds designated for debt service reserve purposes shall be directly deposited into the Marina debt service & reserve sub-fund and shall be maintained therein as long as legally required. The Marina operations sub-fund shall transfer to the Marina debt service & reserve sub-fund such sums as are necessary such that the Marina debt service & reserve sub-fund has cash on hand to pay the interest on the outstanding bonds plus one-half of the principal due within the succeeding 12 months on or before each interest payment date.

(4) The City may use the balance of excess funds in the Marina operations sub-fund at the close of each fiscal year to redeem eligible outstanding bonds on the next interest payment date, in inverse numerical order and in amounts of not less than \$5,000.00 par value at one time.

NEW SECTION. Sec. 6. A new section is added to chapter 3.52 DMMC as DMMC 3.52.150 to read as follows:

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Surface Water Management fund. There is hereby created and established in the office of the City treasurer the Surface Water Management fund. The Surface Water Management fund shall consist of two sub-funds: Surface Water Management operations and Surface Water Management construction.

(1) All revenues raised pursuant to Surface Water Management operations shall be deposited into the Surface Water Management operations sub-fund. All Surface Water Management operations operating expenses shall be paid from the Surface Water Management operations sub-fund.

(2) Monies collected pursuant to the Surface Water Management operations may be transferred to the Surface Water Management construction sub-account to fund Surface Water Management capital improvements as the City Council may designate. Grants or other external funding sources related to construction activities shall be deposited directly into the Surface Water Management construction sub-fund.

NEW SECTION. **Sec. 7.** DMMC 3.56.030 and section 41 of Ordinance No. 1144 are amended to read as follows:

Computer ~~equipment~~-replacement fund.

(1) There is created a "computer ~~equipment~~ replacement fund."

(2) The purpose of the computer equipment replacement fund is for the receipt and expenditure of moneys used to finance the purchase and replacement of computer hardware and software.

NEW SECTION. **Sec. 8.** A new section is added to chapter 3.56 DMMC as 3.56.080 DMMC, to read as follows:

Unemployment compensation trust fund.

(1) There is created an "unemployment compensation trust fund."

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(2) The purpose of the unemployment compensation trust fund is for the receipt and expenditure of moneys used to pay claims for reimbursement of unemployment compensation.

(3) Deposits to the fund are made in such amounts as to maintain an optimum reserve accumulation level.

NEW SECTION. **Sec. 9. Ratification, confirmation and approval.** All acts undertaken prior to the effective date of this Ordinance that are consistent with the intent and purpose of same are hereby ratified, confirmed, and approved.

NEW SECTION. **Sec. 10. Repealer.**

(1) DMMC 3.48.030 and section 21 of Ordinance No. 1144 are repealed.

~~3.48.030 Claims fund.~~

~~(1) There is created a "claims fund."~~

~~(2) The purpose of the claims fund is for the receipt and expenditure of moneys used to pay warrants that may be drawn and cashed for the purpose of paying valid claims against the city.~~

~~(3) The accounts of the city are kept so that they show the department or departments and amount for which the warrant is issued and paid.~~

(2) DMMC 3.48.130 and section 31 of Ordinance No. 1144 are repealed.

~~Unemployment compensation trust fund.~~

~~(1) There is created an "unemployment compensation trust fund."~~

~~(2) The purpose of the unemployment compensation trust fund is for the receipt and expenditure of moneys used to pay claims for reimbursement of unemployment compensation.~~

~~(3) Deposits to the fund are made in such amounts as to maintain an optimum reserve accumulation level, that is achieved by utilizing the following formula:~~

~~[Number of city employees (full-time equivalents) x 5% x annual maximum unemployment benefits x 3 years] ÷ average annual pay out for past 10 years.~~

(3) DMMC 3.52.060 and section 37 of Ordinance No. 1144 are repealed.

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~~Surface water management capital improvements fund.~~

~~(1) There is created a "surface water management capital improvements fund."~~

~~(2) The purpose of the surface water management capital improvements fund is for receipt and expenditure of moneys to finance capital projects and related studies and engineering necessary to control and prevent flooding, erosion, sedimentation, and water quality degradation; land acquisition; to protect the stream ways and wetlands within the city limits; to accommodate future urban growth and correct existing surface water problems; and to safeguard public safety, prevent property damage, and improve water quality.~~

~~(3) Moneys for the surface water management capital improvements fund consist of fees raised through surface water management program revenues, grants, bond proceeds, and such other sources as the city council may designate.~~

(4) DMMC 3.52.070 and section 38 of Ordinance No. 1144 are repealed.

~~Surface water management program fund.~~

~~(1) There is created a "surface water management program fund."~~

~~(2) The purpose of the surface water management program fund is for the receipt and expenditure of moneys used to support and implement the surface water management program.~~

~~(3) Moneys for the surface water management program fund consist of fees raised through surface water management program revenues, grants, bond proceeds, and such other sources as the city council may designate.~~

(5) Chapter 3.54 DMMC and sections 9, 10, 11, 12, 13, 14, and 15 of Ordinance No. 265 as amended by section 2(parts) of Ordinance No. 1297 are repealed.

~~3.54.010 Created.~~

~~There are hereby created and established in the office of the city treasurer three special funds and accounts of the city, to wit:~~

~~(1) "Marina System Revenue Fund Account" (hereinafter called the "revenue fund account").~~

~~(2) "Marina Revenue Bond and Interest Sinking Fund Account" (hereinafter called the "bond and interest sinking fund account").~~

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~~(3) "Marina System Repair and Replacement Reserve Account" (hereinafter called the "repair and replacement reserve account").~~

~~All of such funds shall be held in the custody of the city treasurer separate and apart from all other funds and shall be deposited in the official bank depository of the city. Moneys in such funds shall be expended and used by the city treasurer only in the manner and order specified in this chapter. [Ord. 1297 § 2(part), 2001; Ord. 265 § 9, 1970.]~~

~~3.54.020 Current expenses.~~

~~Current expenses of the marina system shall be payable, as a first charge, from the revenue fund account as the same become due and payable. Current expenses shall include all necessary operating expenses, current maintenance charges, expenses of reasonable upkeep and repairs, properly allocated share of charges for insurance and all other expenses incident to the operation of the marina system, but shall exclude depreciation, all general administrative expenses of the city and the payment into the repair and replacement reserve account hereinafter provided for. [Ord. 1297 § 2(part), 2001; Ord. 265 § 10, 1970.]~~

~~3.54.030 Marina construction account - Deposits.~~

~~There has heretofore been created pursuant to Ordinance No. 199, passed by the city council and approved by the mayor on April 13, 1966, in the office of the city treasurer a special fund of the city designated the "Marina Construction Account" (hereinafter called the "construction account"), into which account shall be deposited the principal proceeds received from the issuance and sale of the bonds. [Ord. 1297 § 2(part), 2001; Ord. 265 § 11, 1970.]~~

~~3.54.040 Bond and interest sinking fund account - Deposits - Transfer.~~

~~The accrued interest received from the issuance and sale of the bonds shall be deposited in the bond and interest sinking fund account, which sum shall be credited against the amount to be deposited into said account on the next interest payment date. In addition, there shall be transferred from the construction account into the bond and interest sinking fund account an additional sum for capitalized interest during the development period of the project equal to \$60,000 or such lesser sum, if any, which is available after the payment of interest during the construction of the project. [Ord. 1297 § 2(part), 2001; Ord. 265 § 12, 1970.]~~

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~~3.54.050 Bond interest payments.~~

~~As soon as any portion of the project becomes revenue-producing, and after providing for the payment of current expenses, the city shall transfer from the revenue fund account and deposit to the credit of the bond and interest sinking fund account, on or before each March 15th and September 15th, a sum which, together with the sums therein representing accrued and capitalized interest, shall be sufficient to pay the interest on the outstanding bonds as the same become due, plus the balance thereafter remaining in the revenue fund account in excess of said sum to pay the interest which, when added thereto, will not exceed \$123,925 (.625 of the maximum annual debt service on the bonds); provided, however, that beginning on or before March 15, 1971, the city shall, after providing for the payment of current expenses, transfer from the revenue fund account and deposit to the credit of the bond and interest sinking fund account, on or before each succeeding March 15th and September 15th (1) such sums as are necessary to meet the interest on the outstanding bonds due on the next interest payment date and one-half of the principal due within the succeeding 12 months, and (2) the balance thereafter remaining in the revenue fund account in excess of such sums to meet the principal and interest, which, when added thereto, will not exceed \$123,925, until the funds and/or investments in the bond and interest sinking fund account are sufficient to meet the interest on the bonds due on the next interest payment date and one-half of the principal due within the succeeding 12 months plus a debt service reserve in the sum of \$396,560 (not less than twice the maximum annual debt service on the bonds) and, thereafter, on or before each March 15th and September 15th, such sums from said source as may be necessary to meet the interest on the bonds due on the next interest payment date and one-half of the principal due within the succeeding 12 months and maintain the debt service reserve in the sum of \$396,560. [Ord. 1297 § 2(part), 2001; Ord. 265 § 13, 1970.]~~

~~3.54.060 Repair and replacement reserve account - Deposits and use.~~

~~Repealed by Ord. 1445. [Ord. 1297 § 2(part), 2001; Ord. 265 § 14, 1970.]~~

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~~3.54.070 Use of excess funds.~~

~~Subject to making the foregoing maximum deposits, the city may use the balance of excess funds in the revenue fund account at the close of each fiscal year to redeem outstanding bonds on the next interest payment date, in inverse numerical order and in amounts of not less than \$5,000 par value at one time, or for any expenditures, including the payment of debt service, in improving or restoring any existing marina system facilities or providing any additional marina system facilities.~~

(6) DMMC 3.56.020 and section 41 of Ordinance No. 1144 are repealed.

~~Computer equipment maintenance fund.~~

~~(1) There is created a "computer equipment maintenance fund."~~

~~(2) The purpose of the computer equipment maintenance fund is for the receipt and expenditure of moneys used to finance the maintenance, upgrade, and replacement of computer software and for the repair of damaged computer hardware.~~

Sec. 11. DMMC 3.88.040 and section 4 of Ordinance No. 1358 are repealed."

~~**Special fund created.** There is created a special fund in the treasury of the city and all taxes collected under this chapter shall be placed in this special fund to be used solely for the purpose of paying all or any part of the cost of tourist promotion, acquisition or operation of tourism-related facilities, or any other uses authorized by chapter 67.28 RCW, now or as hereafter amended.~~

NEW SECTION. Sec. 12. Codification.

(1) Section 2 of this Ordinance shall be codified as DMMC 3.48.150, entitled "Debt service fund."

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(2) Section 3 of this Ordinance shall be codified as DMMC 3.51.111, entitled "Lodging excise tax fund."

(3) Section 5 of this Ordinance shall be codified as DMMC 3.52.100, entitled "Marina fund."

(4) Section 6 of this Ordinance shall be codified as DMMC 3.52.150, "Surface Water Management fund."

(5) Section 8 of this Ordinance shall be codified as DMMC 3.56.080, "Unemployment compensation trust fund."

(6) DMMC 3.48.120 (and section 30 of Ordinance No. 1144) is decodified and recodified as DMMC 3.51.101 DMMC, "Street fund."

(7) DMMC 3.48.140 (and sections 1 through 4 of Ordinance No. 1617) is decodified and recodified as a DMMC 3.51.180, "Nuisance property abatement fund."

NEW SECTION. Sec. 12. Severability - Construction.

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

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

NEW SECTION. Sec. 13. Effective date. This Ordinance shall take effect and be in full force five (5) days after its final passage by the Des Moines City Council in accordance to law.

PASSED BY the City Council of the City of Des Moines this _____ day of _____, 2016 and signed in authentication thereof this _____ day of _____, 2016.

M A Y O R

Ordinance No. _____
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APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____