



## CITY OF KIRKLAND

123 Fifth Avenue, Kirkland, WA 98033 425.587.3000

[www.kirklandwa.gov](http://www.kirklandwa.gov)

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### MEMORANDUM

**To:** Kurt Triplett, City Manager

**From:** Rod Steitzer, P.E., Capital Projects Manager  
John Starbard, Deputy Director of Public Works  
Julie Underwood, Interim Director of Public Works

**Date:** August 20, 2020

**Subject:** 6<sup>th</sup> STREET-RELATED INTERSECTION AND SIGNAL PROJECTS—ACCEPT WORK

### **RECOMMENDATION:**

Staff recommends that City Council act on a single motion that encompasses the following three components:

- Authorizes additional budget authority for work to complete the 6<sup>th</sup> Street/Kirkland Way Traffic Signal and the 6<sup>th</sup> Street South/9<sup>th</sup> Avenue South Traffic Signal ("Project");
- Authorizes the City Manager to execute a settlement agreement between the City and Johansen Construction Company ("Johansen"); and
- Accepts the work performed by Johansen Construction Company of Buckley, Washington for the Project.

Approval of this action will increase funding and authorize additional expenditure for the Project, authorize the City Manager to execute a settlement agreement, and accept the work performed by Johansen for the Project.

### **BACKGROUND DISCUSSION:**

When the Google campus was built on the west side of 6<sup>th</sup> Street South near 9<sup>th</sup> Avenue South by private developer SRM, the City required SRM to make developer contributions for three transportation projects to help offset impacts stemming from the new office buildings. These requirements were imposed during the permitting process in 2006-2007 for the first phase of the campus. As illustrated on the Vicinity Map (see Attachment A), the three projects were:

1. The 6<sup>th</sup> Street South Sidewalk Improvements ("6<sup>th</sup> Street Sidewalks"), NMC082;
2. The 6<sup>th</sup> Street/Kirkland Way Traffic Signal ("6<sup>th</sup> & Kirkland"), TRC065; and
3. The 6<sup>th</sup> Street South/9<sup>th</sup> Avenue South Traffic Signal ("6<sup>th</sup> & 9<sup>th</sup>"), TRC115.

The 6<sup>th</sup> Street Sidewalks improvement is complete and was accepted by the Council on June 7, 2016. It was built by a contractor other than Johansen. This improvement provided a continuous, ADA-compliant sidewalk from 2<sup>nd</sup> Avenue South to approximately 7<sup>th</sup> Avenue South

and also a connection to the Cross Kirkland Corridor at 5<sup>th</sup> Place South. This work was completed with a positive balance of \$13,974, which was applied to the 6<sup>th</sup> & Kirkland improvement.

The 6<sup>th</sup> & Kirkland improvement replaced a four-way stop with a new intelligent traffic signal system, installed a concrete intersection surface, improved roadway channelization, and provided ADA-compliant pedestrian crossings. This improvement was built by Johansen.

The 6<sup>th</sup> & 9<sup>th</sup> improvement added a new intelligent traffic signal, improved roadway channelization, provided new ADA compliant pedestrian crossings, and improved access control by consolidating existing commercial driveways. This improvement was built by Johansen.

The City Council awarded a construction contract to Johansen for the Project on February 20, 2018 in the amount of \$1,502,914.51. After providing Johansen a limited notice to proceed on March 16, 2018 in order to procure items that had a long lead time, Johansen began construction on May 28, 2018. The work was substantially complete on September 19, 2019 with physical completion on May 8, 2020.

This Project encountered a significant number of setbacks, including but not limited to:

- A delay in finalizing the drawings for traffic signals caused a delay in the signals being ordered, complicated further by a signal supply issue;
- While the Project anticipated replacing an existing, private retaining wall, the amount of wall that needed to be replaced and the methodology required were more extensive than initially estimated;
- The new signal pole foundations installed at 6<sup>th</sup> & 9<sup>th</sup> proved to have complications with underground and overhead utilities and needed to be rebuilt;
- Another contractor working for the City on a different project damaged a nearby utility pole, which required a new pole to be reordered and installed (described in more detail below);
- Overhead communication lines needed to be moved more times than had been anticipated;
- Unanticipated contaminated soils were discovered; and
- Some of the concrete panels at 6<sup>th</sup> & Kirkland intersection began cracking almost immediately and needed to be re-poured.

Fortunately, staff worked with Johansen to identify an acceptable and durable remedy for the cracked concrete in the 6<sup>th</sup> and Kirkland intersection at no cost to the City. The life cycle for the concrete is expected to be the same as originally designed.

However, six change orders were issued for the Project, totaling \$212,505. Additionally, Johansen ultimately sought compensation from the City for delays, which is discussed below.

### **Funding**

The three improvements (including the previously-completed and accepted 6<sup>th</sup> Street Sidewalks) were funded from three main sources: 1) developer contributions, 2) City funds, and 3) a grant from the Transportation Improvement Board. Funding for the three improvements totaled \$3,242,914 (see Table 1, below). The City also received a reimbursement from Frontier Communications for work Frontier was required to perform. Frontier chose not to perform the work and the City's contractor performed it instead, then Frontier reimbursed the City in the amount of \$30,224. With that reimbursement, the funding authorized for the three improvements totaled \$3,273,138 (see Table 2, below).

**Table 1: Funding without Frontier reimbursement (NMC 082, TRC065, and TRC115)**

| Source       | 6 <sup>th</sup> St Sidewalks | 6 <sup>th</sup> & Kirkland Signal | 6 <sup>th</sup> & 9 <sup>th</sup> Signal | Total              | Percent       |
|--------------|------------------------------|-----------------------------------|--|--------------------|---------------|
| Google/SRM   | \$319,176                    | \$1,233,824                       | \$994,000                                | \$2,547,000        | 78.5%         |
| TIB          | \$220,914                    | \$0                               | \$0                                      | \$220,914          | 6.8%          |
| City         | \$0                          | \$475,000                         | \$0                                      | \$475,000          | 14.7%         |
| <b>Total</b> | <b>\$540,090</b>             | <b>\$1,708,824</b>                | <b>\$994,000</b>                         | <b>\$3,242,914</b> | <b>100.0%</b> |

**Expense and Budget Issues**

In addition to the aforementioned \$212,505 in change orders, other unforeseen factors highlighted above, and the Frontier-reimbursed work, an accident resulted in a 180-day delay of the project. A private contractor working on a different City project damaged a utility pole at the 6<sup>th</sup> & 9<sup>th</sup> site, which required an emergency pole replacement by PSE. That contractor paid for the emergency repair. The placement of the new pole and its related lines were in a slightly different alignment, which would have partially obstructed the yet-to-be-installed traffic signal, which necessitated a redesign. As was provided in its agreement with Johansen, which is a standard term, when the City causes a delay for a contractor the contractor is entitled to compensation.

The City and Johansen negotiated and have agreed to the terms of a settlement agreement whereby the City will pay Johansen an additional \$150,000, and the parties agree to settle any and all claims. A final change order for these delay damages to Johansen is attached to the settlement agreement (see Attachment D).

As a result of all these expense and budget issues, the Project is \$347,892 over its authorized funding (see Table 2, below). In order to close out the contract, staff is seeking additional funding and expenditure authority to meet the overage. Staff recommends REET 2 reserves as the funding source.

**Table 2: Summary of Funding to Expenses**

| Item                   | 6 <sup>th</sup> St Sidewalks | 6 <sup>th</sup> & Kirkland Signal | 6 <sup>th</sup> & 9 <sup>th</sup> Signal | Total                |
|------------------------|------------------------------|-----------------------------------|--|----------------------|
| Project Funding        | \$540,090                    | \$1,708,824                       | \$994,000                                | \$3,242,914          |
| Frontier Reimbursement |                              | \$19,216                          | \$11,008                                 | \$30,224             |
| <b>Total Funds</b>     | <b>\$540,090</b>             | <b>\$1,728,040</b>                | <b>\$1,005,008</b>                       | <b>\$3,273,138</b>   |
| Soft costs             | (\$188,612)                  | (\$645,005)                       | (\$474,578)                              | (\$1,308,195)        |
| Acquisition            | -zero-                       | (\$76,610)                        | -zero-                                   | (\$76,614)           |
| Construction           | (\$351,478)                  | (\$1,149,339)                     | (\$555,181)                              | (\$2,055,997)        |
| Frontier-related Work  | -zero-                       | (\$19,216)                        | (\$11,008)                               | (\$30,224)           |
| Settlement Agreement   | -zero-                       | (\$75,000)                        | (\$75,000)                               | (\$150,000)          |
| <b>Total Expenses</b>  | <b>(\$540,090)</b>           | <b>(\$1,965,173)</b>              | <b>(\$1,115,767)</b>                     | <b>(\$3,621,030)</b> |
| <b>Balance</b>         | <b>-zero-</b>                | <b>(\$237,133)</b>                | <b>(\$110,759)</b>                       | <b>(\$347,892)</b>   |

A factor that contributed to delay in identifying the need for additional budget authority was the incorrect coding of \$205,000 in expenses early in the Project to a different City project (Street Preservation). These charges created the misimpression that the Project's budget had \$205,000 more in unspent budget than was actually available, as those funds were needed to pay for the miscoded charges. Controls are now in place to ensure this type of coding error will be avoided in the future.

**NEXT STEPS:**

To close this Project, staff is seeking a motion that includes these three elements:

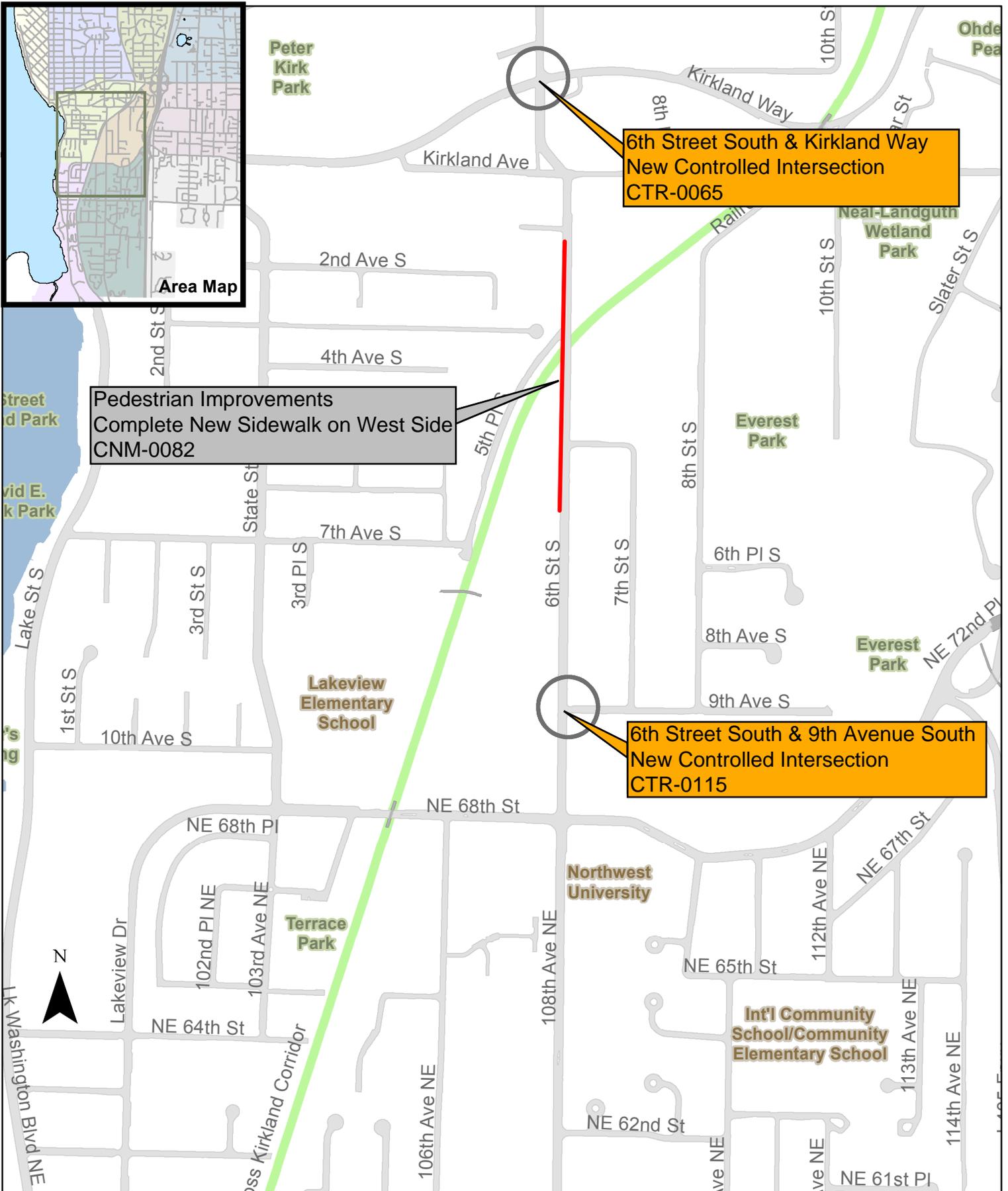
1. Authorize additional expenditures and a budget increase of \$347,892 REET 2 reserves;
2. Authorize the City Manager to execute a settlement agreement between the City and Johansen; and
3. Accept the work performed by Johansen on the Project.

Attachment A: Vicinity Map

Attachment B: Project Budget Report

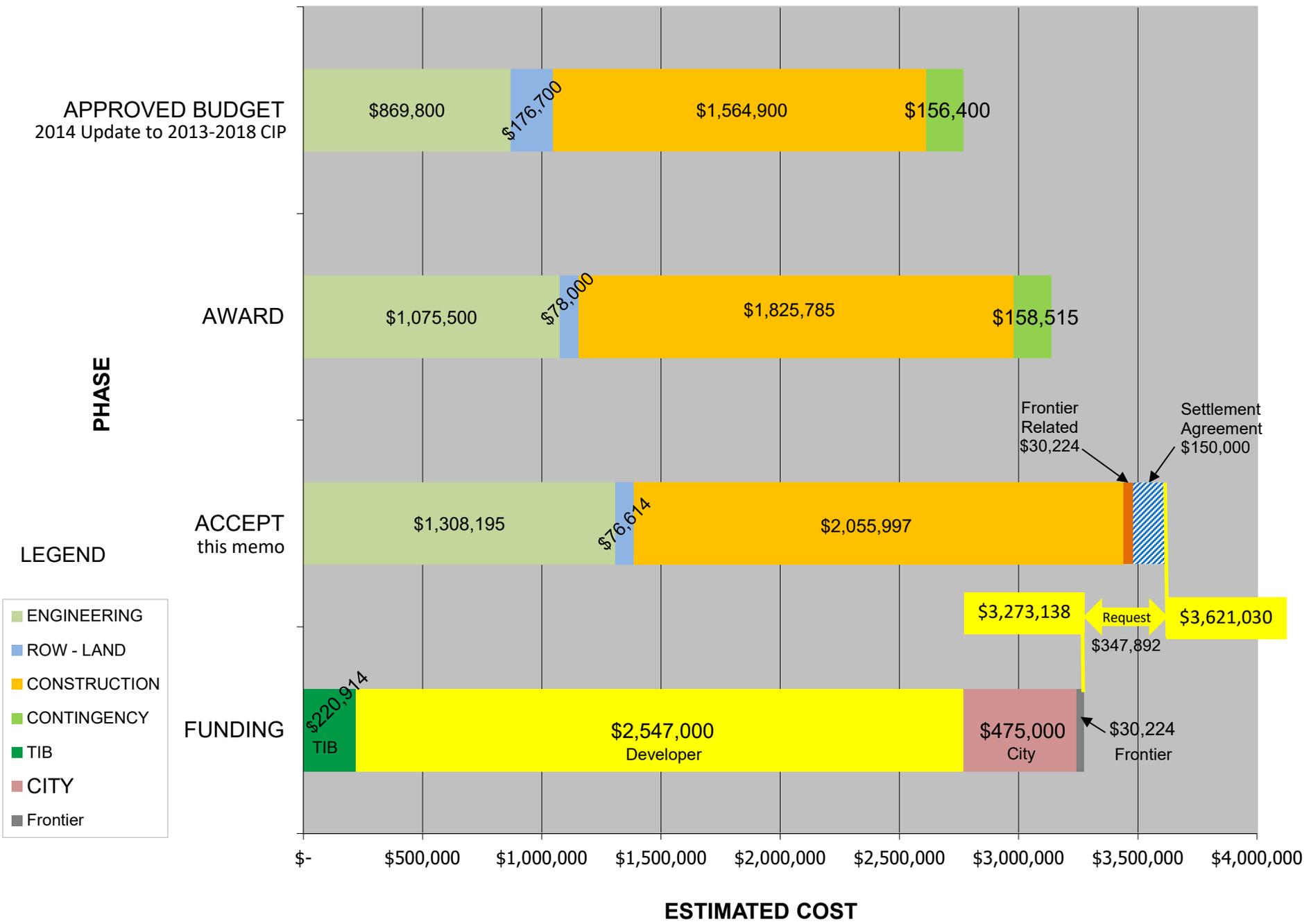
Attachment C: Fiscal Note

Attachment D: Settlement Agreement



**6TH STREET-RELATED INTERSECTION AND SIGNAL PROJECTS  
(NM 0082, TR 0065, TR 0115)**

**PROJECT BUDGET REPORT**



**FISCAL NOTE**

CITY OF KIRKLAND

| Source of Request  |                 |                         |                             |                                  |                        |                             |                |
|--|-----------------|-------------------------|-----------------------------|----------------------------------|------------------------|-----------------------------|----------------|
| Julie Underwood, Interim Director of Public Works  |                 |                         |                             |                                  |                        |                             |                |
| Description of Request   |                 |                         |                             |                                  |                        |                             |                |
| One-time transfer of \$347,892 in REET 2 Reserves to fund close out costs above budget for the transportation intersection projects at 6th St & Kirkland Way (TRC0650000) and 6th St & 9th Ave (TRC1150000). |                 |                         |                             |                                  |                        |                             |                |
| Legality/City Policy Basis   |                 |                         |                             |                                  |                        |                             |                |
|  |                 |                         |                             |                                  |                        |                             |                |
| Fiscal Impact  |                 |                         |                             |                                  |                        |                             |                |
| One-time transfer of \$347,892 in REET 2 reserves to TRC0650000 and TRC1150000 to support negotiated change order costs related to the projects.   |                 |                         |                             |                                  |                        |                             |                |
| Recommended Funding Source(s)  |                 |                         |                             |                                  |                        |                             |                |
| <i>Reserve</i>   | Description     | 2020 Est<br>End Balance | Prior Auth.<br>2019-20 Uses | Prior Auth.<br>2019-20 Additions | Amount This<br>Request | Revised 2020<br>End Balance | 2020<br>Target |
|  | REET 2 Reserves | 3,966,193               | (6,260,830)                 | 4,080,224                        | (347,892)              | 1,437,695                   | 1,000,000      |
|  |                 |                         |                             |                                  |                        |                             |                |
| <i>Revenue/Exp<br/>Savings</i>   |                 |                         |                             |                                  |                        |                             |                |
| <i>Other Source</i>  |                 |                         |                             |                                  |                        |                             |                |
| Other Information  |                 |                         |                             |                                  |                        |                             |                |
|  |                 |                         |                             |                                  |                        |                             |                |

|             |  |      |                 |
|-------------|--|------|-----------------|
| Prepared By | Kyle Butler, Financial Planning Supervisor | Date | August 19, 2020 |
|-------------|--|------|-----------------|

## SETTLEEMNT AGREEMENT

This Change Order Agreement (“Agreement”) is entered into by and between the City of Kirkland, a municipal corporation (the “City”), and Johansen Construction Company (“Johansen”) (each individually a “Party” and collectively the “Parties”).

### I. RECITALS

A. On February 20, 2018, the City awarded Johansen the Sixth Street Signals contract. The project installed two traffic signals along Sixth Street—one at Sixth Street’s intersection with Ninth Avenue South, the other at its intersection with Kirkland Way. The intersection improvements added left turn-lanes to both intersections, rebuilt the Kirkland Way intersection with concrete pavement, and installed a retaining wall and ADA improvements. (“the Project”).

The Parties entered into a contract on March 14, 2018 (“Contract”), attached hereto as Addendum A, to complete the Project.

B. There were issues on the Project that resulted in 199 day delay on completion of the project. The Parties have reached several disagreements regarding the Project, including, but not limited to:

1. Utility pole at 6th Street South and 9th Avenue South. Another contractor working for the City damaged nearby utility pole. A new pole needed to be installed, and private utility lines installed, prior to installing the signal pole, leading to significant delay.
2. New signal pole shop drawing approval. Approval process for materials caused delay.
3. Design related elements of work. Design related elements caused delay on the project. Those elements included signal pole foundation conflicts, communication lines obstructing signal lights, video equipment, curb ramp to ADA requirements, and fiber optic system redesign.
4. Other issues. Other issues that contributed to delay include coordination with the electric utility provider for the installation of the new signal poles in the proximity of overhead power lines.

C. The Parties now desire to fully and completely resolve their disputes and potential claims prior to litigation and to complete all work relating to the Project.

### II. AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to be mutually bound as follows:

1. Change Order. The Parties shall execute and abide by the terms of the Change Order, attached hereto as Addendum B. Aside from the specific terms of the Change Order, the terms of the Contract will bind the Parties as to their obligations regarding the Project. The Change Order shall be completed by Johansen September 2, 2020. The City will promptly pay Johansen upon completion in accordance with the Contract and with all applicable laws. Completion by Johansen and payment by the City shall fulfill the terms of this Agreement, the Contract, and all warranties.

2. Release. Johansen, on behalf of itself and any successors and assigns, releases and forever discharges and covenants not to sue with respect to any and all further or remaining claims, rights, demands, and causes of action, whether known or unknown, liquidated or unliquidated (including attorneys' fees and costs), which Johansen has, had, or could have asserted against the City, its past or present officers, agents, representatives or employees, which relate to or arise from the Project. This provision does not prohibit any party from bringing a claim for breach of this Agreement.

3. No Admission. This Agreement is not an admission of liability or wrongdoing by any party.

4. Assignment. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns. Johansen may not assign this Agreement to any successor in interest without express written permission from the City.

5. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.

6. Authority to Enter into Settlement. Each of the parties to this Agreement represents that he, she, or it is fully authorized to enter into this Agreement, that he, she, or it is not barred from fulfilling any of this Agreement's terms for any reason, and that he, she, or the individual signing on its behalf below has all requisite power and authority to do so. This Agreement is the product of negotiation and preparation by and among the parties to this Agreement and their respective counsel. Each of the parties to this Agreement acknowledges that he, she, or it has read this Agreement, had access to advice of counsel regarding this Agreement, understands fully the terms of this Agreement, and is executing this Agreement voluntarily and without duress or undue influence.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. Construction of Agreement; Governing Law; Attorneys' Fees. The Parties agree that the common law principles of construing ambiguities against the drafter shall have no application to this Agreement. Interpretation of this Agreement shall be under Washington law with venue in King County. If any such action is necessary to enforce the terms of this Agreement, the substantially prevailing Party shall be entitled to receive reasonable attorneys' fees and costs.

8. Severability. If any provision of this Agreement, or portion thereof, shall be held invalid or unenforceable by a court of competent jurisdiction or in any arbitration proceeding, such invalidity or unenforceability shall attach only to such provision or portion thereof, and shall not in any way affect or render invalid or unenforceable any other provision of this Agreement or portion thereof, and this Agreement shall be carried out as if any such invalid or unenforceable provision or portion thereof were not contained herein. In addition, any such invalid or unenforceable provision shall be deemed, without further action on the part of the Parties, modified, amended or limited to the extent necessary to render the same valid and enforceable.

9. Titles. The titles of the paragraphs of this Agreement are inserted merely for convenience and ease of reference and shall not affect or modify the meaning of any of the terms, covenants or conditions of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as their free and voluntary act on the dates set forth below:

**CITY OF KIRKLAND**

**JOHANSEN CONSTRUCTION  
COMPANY**

\_\_\_\_\_  
Tracey Dunlap  
Deputy City Manager, City of Kirkland  
Date: \_\_\_\_\_

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



**CITY OF KIRKLAND  
PUBLIC WORKS AGREEMENT**

6<sup>th</sup> ST & Kirkland Way Traffic Signal and 6<sup>th</sup> ST S & 9<sup>th</sup> Ave S Traffic Signal Project  
JOB NO. 52-16-PW

This agreement is made and entered into this 14<sup>th</sup> day of March, 2018, by and between **Johansen Construction Company, Inc.**, hereinafter called the "Contractor" and the City of Kirkland, hereinafter called the "Owner."

**WITNESSETH:**

Whereas, pursuant to the invitation of the Owner extended through an officially published "Invitation to Bid," the Contractor did, in accordance therewith, file with the Owner a proposal containing an offer which was invited by said notice, and

Whereas, the Owner has heretofore determined that said offer was the lowest responsible bid submitted; now, therefore, it is agreed:

Section 1. That Contractor shall comply in every way with the requirements of those certain specifications entitled: "6th ST & Kirkland Way Traffic Signal and 6th ST S & 9th Ave S Traffic Signal Project, Job No. 52-16-PW"

The further terms, conditions and covenants of the contract are set forth in the following contract documents which are hereby made a part of this agreement by actual attachment or by this reference thereto as follows:

- A. Any Invitation to Bid, as published by the Owner.
- B. Any Specifications prepared for this project by the Owner and named above by title.
- C. Any detailed Plans listed and described in said Specifications, together with those which may be issued as supplements thereof.
- D. The bid proposals submitted by the Contractor as to those items and/or alternatives accepted by the Owner.
- E. Any change orders, additions or deletions, if any, issued by the Owner.

Section 2. In consideration of faithful compliance with the terms and conditions of this agreement, whether set forth herein or incorporated by reference, the Owner shall pay to the Contractor, at the times and in the manner provided in said specifications, the total sum of **One Million Five Hundred Two Thousand Nine Hundred Fourteen & 51/100 dollars (\$1,502,914.51)** which sum is subject, however, to increase or decrease in such proportion as the quantities named in said proposal are so changed, all as in said specifications and proposal provided.

In witness whereof, said Contractor and said Owner have caused this agreement to be executed on the day and year first written above.

Johansen Construction Company, Inc.  
CONTRACTOR (Firm Name)

[Signature]  
Signature of authorized officer

Jacob Cimmer, Vice President  
Name and title of officer (print or type)

JOHANCC827CZ  
WA Contractor's Registration Number

054,375-03  
Industrial Insurance Account Number

602-498-928  
Uniform Business Identification (UBI) Number

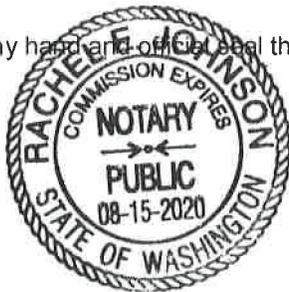
360-829-6493  
Phone Number

(For corporations, LLC's and other legal entities)

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jacob Cimmer, to me known to be the President of Johansen Construction Co., Inc. the legal entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said legal entity, for the uses and purposes therein set forth, and on oath stated that he/she was authorized to sign said instrument.

Given under my hand and official seal this 28<sup>th</sup> day of February, 2018.



Rachel E. Johnson

Print Name: Rachel Johnson  
NOTARY PUBLIC in and for the State of  
Washington, residing 11817 164th Ave SE, Renton, WA 98059  
Commission expires: 08/15/2020

(For individuals and d/b/a's)

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known to be the individual(s) described herein and who executed the foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing \_\_\_\_\_  
Commission expires: \_\_\_\_\_

CITY OF KIRKLAND

BY: Tracey Dunlap  
Tracey Dunlap, Deputy City Manager

**ADDENDUM B TO SETTLEMENT AGREEMENT**

CITY OF KIRKLAND  
Change Order

Page 1 of 2  
date prepared: 7/24/2020

|   |                     |
|---|---------------------|
| <b>Project Name</b>   | <b>Change order</b> |
| 6 <sup>th</sup> ST & Kirkland Way Traffic Signal and 6 <sup>th</sup> ST S & 9 <sup>th</sup> Ave S. Traffic Signal Project | 7                   |
| <b>Job Number</b>   | <b>NTP</b>          |
| 52-16-PW  | 5/29/2018           |
| <b>Contractor</b>   |                     |
| Johansen Construction Company<br>PO Box 674<br>Buckley, WA 98321  |                     |

**WORK DESCRIPTION:**

Through the course of the project, a variety of issues impacted the project delivery schedule and cost. Change orders 1-6 have been executed and have provided full adjustment on previously identified issues.

This change order, Addendum B of the Settlement Agreement, will provide full and final adjustment for all currently unresolved [prior to execution] issues associated with the Project [contract number 52-16-PW]. The impact and adjustment for these currently unresolved issues total to 199 work days and \$150,000.00. The Parties have agreed to the following conditions:

1. Final compensation for any/all costs associated with the project completion is \$150,000.00 [shown below].
2. The addition of 199 work days due to currently unresolved issues results in the project finishing within the final allowable workdays in the Contract.
3. The Warranty Period for the project will expire on execution of this change order.

**ITEM(S) DESCRIPTION:**

| Bid Item                      | Description                                       | Est Qty | Unit | Unit Price  | Extension   | Ext. Change         |
|-------------------------------|---|---------|------|-------------|-------------|---------------------|
| 63A                           | CO 7 – Adjustment for currently unresolved Issues | 1       | LS   | \$75,000.00 | \$75,000.00 | \$75,000.00         |
| 47B                           | CO 7 – Adjustment for currently unresolved Issues | 1       | LS   | \$75,000.00 | \$75,000.00 | \$75,000.00         |
| <b>Total Estimated Change</b> |   |         |      |             |             | <b>\$150,000.00</b> |

- 1) All work, materials, and measurements to be in accordance with the provisions of the Standard Specifications and Contract Provisions for the type of construction involved unless otherwise stated in this document.
- 2) This Change Order shall be full compensation for all direct and indirect costs attributable to the amendment herein, for delays related thereto, and performance of the change within stated time. It is agreed and acknowledged that, by executing this change order, the Contractor forgoes all rights and privileges of acquiring any additional compensation for any known or unknown claims of any type or nature related to this amendment, to include but not be limited to, any additional work, delays, extended office overhead, design omissions, changed site conditions, or any verbal direction as of the date of this Change Order.
- 3) The unit price shall include all labor, tools, equipment, and materials necessary for improvement in place.

4) Any Unit Prices and Extensions shown above are before application of tax.

|                               |                        |
|-------------------------------|------------------------|
| Original Contract             | <u>\$ 1,502,914.51</u> |
| Amount Previous Change Orders | <u>\$ 212,504.76</u>   |
| Increases/Decreases           | <u>29.0</u>            |
| This Change Order             | <u>\$ 150,000.00</u>   |
| Revised Contract Amount       | <u>\$ 1,865,419.27</u> |

Original Contract Time 100.0  
Previous

This Change Order 199.0  
Revised Contract Days 328.0

Contract Rep. \_\_\_\_\_  
Project Engineer \_\_\_\_\_  
Capital Projects Manager \_\_\_\_\_

Date \_\_\_\_\_  
Date \_\_\_\_\_  
Date \_\_\_\_\_