



CITY OF BLACK DIAMOND
May 16, 2013 Meeting Agenda
25510 Lawson St., Black Diamond, Washington

7:00 P.M. – CALL TO ORDER, FLAG SALUTE, ROLL CALL

PUBLIC COMMENTS: Persons wishing to address the City Council regarding items of new business are encouraged to do so at this time. When recognized by the Mayor, please come to the podium and clearly state your name and address. Please limit your comments to 3 minutes. If you desire a formal agenda placement, please contact the City Clerk at 360-886-5700. Thank you for attending this evening.

PUBLIC HEARINGS: None

APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS:

UNFINISHED BUSINESS: None

NEW BUSINESS:

- | | |
|--|----------------|
| 1.) AB13-040 – Ordinance Amending SEPA Appeal Process | Ms. Welsh |
| 2.) AB13-041 – Resolution Awarding 288 th Street Overlay Project | Mr. Williamson |
| 3.) AB13-042 – Resolution Authorizing Grant Application to CDBG for 0.5 Tank Repainting Project | Mr. Williamson |
| 4.) AB13-043 – Resolution Authorizing Grant Application for CDBG for Downtown Asbestos Watermain Replacement and Looping Project | Mr. Williamson |
| 5.) AB13-044 – Resolution Authorizing Hiring of Lake Electric, Inc. | Mr. Williamson |

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

ATTORNEY REPORT:

PUBLIC COMMENTS:

CONSENT AGENDA:

- 6.) **Claim Checks** – May 16, 2013, Check No. 39646 through No. 39699 in the amount of \$107,629.60
- 7.) **Payroll Checks** – April 30, 2013, No. 18039 through No. 18059 and ACH Pay in the amount of \$281,357.15
- 8.) **Minutes** – Council Meeting of May 2, 2013

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

| ITEM INFORMATION | | |
|---|---|----------|
| SUBJECT: Ordinance No. 13-1004, relating to administrative review procedures of SEPA decisions; eliminating administrative appeals of SEPA decisions. | Agenda Date: May 16, 2013 AB13-040 | |
| | Department/Committee/Individual | |
| | Mayor Rebecca Olness | |
| | City Administrator –Mark Hoppen | |
| | City Attorney –Chris Bacha | |
| | City Clerk – Brenda L. Martinez | |
| | Finance – May Miller | |
| | Public Works – Seth Boettcher | |
| | Economic Devel. – Andy Williamson | |
| | Police – Jamey Kiblinger | |
| Cost Impact: \$0 | Court – Stephanie Metcalf | |
| Fund Source: n/a | Comm. Dev. – Stacey Welsh | X |
| Timeline: | | |
| Attachments: Proposed Ordinance No. 13-1004; Current Code Language | | |
| SUMMARY STATEMENT: <p>Currently, City code (BDMC 19.04) allows for an “administrative appeal” of a decision made by the SEPA Responsible Official. The code establishes an appeal fee of \$250 and specifies that appeals are to be considered by the City’s Hearing Examiner. Individuals dissatisfied by the Examiner’s decision may then appeal to Superior Court.</p> <p>The last SEPA appeal concerned the issuance of a Mitigated Determination of Nonsignificance (MDNS). Billings from the Hearing Examiner for that process cost the City over \$37,000. The City had no authority to either charge the appellants or the project applicant for this process. This was an issue during tight budget times. State law does not require a local government to provide an administrative appeal. Instead, a jurisdiction may require that any appeal proceed directly to Superior Court. Were this to occur in Black Diamond, the City’s insurance provider would provide legal services in defense of the City’s SEPA action.</p> <p>The Planning Commission held a public hearing on this potential amendment at their meeting on April 9, 2013. No public testimony was provided. The proposed SEPA code amendment would eliminate the administrative appeal process in Black Diamond and, instead, require appeals to be made to Superior Court. The Planning Commission voted to recommend to the City Council to change the SEPA appeal process in this manner.</p> | | |
| COMMITTEE REVIEW AND RECOMMENDATION: n/a | | |
| RECOMMENDED ACTION: <i>DISCUSSION ONLY</i> or MOTION to adopt Ordinance No. 13-1004, relating to administrative review procedures of SEPA decisions; eliminating administrative appeals of SEPA decisions; repealing and re-enacting BDMC 19.04.250; providing for severability; and establishing an effective date. | | |
| RECORD OF COUNCIL ACTION | | |
| Meeting Date | Action | Vote |
| May 16, 2013 | | |
| | | |

CITY OF BLACK DIAMOND WASHINGTON

ORDINANCE NO. 13-1004

**AN ORDINANCE OF THE CITY OF BLACK DIAMOND,
WASHINGTON, RELATING TO ADMINISTRATIVE
REVIEW PROCEDURES OF SEPA DECISIONS;
ELIMINATING ADMINISTRATIVE APPEALS OF SEPA
DECISIONS; REPEALING AND RE-ENACTING BDMC
19.04.250; PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the State Environmental Policy Act ("SEPA") was adopted in 1971 (codified at RCW Chapter 43.21) requiring environmental review of non-exempt proposed agency actions; and

WHEREAS, RCW 43.21C.060 provides that, except for permits and variances issued pursuant to chapter 90.58 RCW, when such a governmental action, not requiring a legislative decision, is conditioned or denied by a nonelected official of a local governmental agency, the decision shall be appealable to the legislative authority of the acting local governmental agency unless that legislative authority formally eliminates such appeals; and

WHEREAS, the City has adopted provisions set forth at BDMC 19.04.250 for administrative appeals of a threshold determination, adequacy of a final EIS and the conditions or denials of a requested action; and

WHEREAS, if a city has adopted provisions for appeals of SEPA decisions, no person may seek judicial review of such decisions without first exhausting the administrative appeal rights set forth in the City Code; and

WHEREAS, the requirement to exhaust administrative right to appeal creates an additional economic burden upon affected parties and the City by requiring that an administrative appeal be conducted as a condition precedent to seeking judicial review; and

WHEREAS, XX

NOW, THEREFORE, the City Council of the City of Black Diamond, Washington, do ordain as follows:

Section 1. Repeal and Re-Enactment of BDMC 19.04.250 (Appeals). Section 19.04.250 of the Black Diamond Municipal Code is hereby repealed in its entirety and re-enacted to read as follows:

19.04.250 - Appeals.

A. The appellate procedures provided for by RCW 43.21C.060, which provides for an appeal to a local legislative body of any decision by a non-elected official conditioning or denying a proposal under authority of SEPA, are formally eliminated.

B. There shall be no administrative appeals of environmental determinations under this chapter.

C. Judicial appeals of environmental determinations made (or lacking) under this chapter shall be commenced within the time required to appeal the underlying governmental action which is subject to environmental review. If no such time period is provided for, judicial appeal of the environmental determinations must be filed within twenty-one days after the city's final decision on the underlying government action. Such appeals shall be to superior court

D. The city shall give official notice whenever it issues a permit or approval for which a statute or ordinance establishes a time limit for commencing judicial appeal.

E. This chapter constitutes the exclusive process to appeal a SEPA decision. Notwithstanding any other provision of the Municipal Code, the provisions of this chapter shall apply. This provision shall be construed in conjunction with Chapter 18.98 of this Code, RCW 36.70B, and WAC 197-11-680(3)(a)(v).

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 16TH DAY OF MAY, 2013.

CITY OF BLACK DIAMOND

Rebecca Olness, Mayor

ATTEST/AUTHENTICATED:

Brenda L. Martinez, City Clerk

Approved as to form:

Chris D. Bacha,
Kenyon Disend PLLC
City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.
Date of Publication:
Effective Date:

CURRENT CODE:

19.04.250 - Appeals.

A. Any aggrieved person may appeal a threshold determination, adequacy of a final EIS and the conditions or denials of a requested action made by a nonelected city official pursuant to the procedures set forth in this section. No other SEPA appeal shall be allowed. No person may seek judicial review of a SEPA decision without first exhausting the administrative appeal process set forth herein.

B. All appeals filed pursuant to this section must be filed in writing with the community development director within fourteen calendar days of the date of the decision being appealed. The written appeal shall state concisely the basis or bases for the appeal, and the specific relief or remedy sought.

C. A fee of two hundred fifty dollars shall accompany each appeal.

D. On receipt of a timely written notice of appeal, the director shall advise the hearing examiner of the appeal and request that a date for considering the appeal be established. Provided that, if there is a concurrent land use application requiring a hearing examiner public hearing, then the two hearings shall be combined. The hearing examiner shall make the final decision on a SEPA appeal.

E. All relevant evidence shall be received during the hearing of the appeal and the decision shall be made de novo. The procedural determination by the city's responsible official shall carry substantial weight in any appeal proceeding. The burden of proof shall be on the appellant, to demonstrate error by a preponderance of the evidence.

F. For any appeal under this section, the hearing examiner shall provide a record that shall consist of the following:

1. Findings and conclusions;
2. Testimony under oath; and
3. A taped or written transcript.

G. The city may require the applicant to provide an electronic transcript.

H. The city shall give official notice whenever it issues a permit or approval for which a statute or ordinance establishes a time limit for commencing judicial appeal. Appeal from the hearing examiner's decision on a SEPA appeal is to superior court. The judicial appeal must be filed within twenty-one days after the hearing examiner renders a decision, unless the SEPA appeal is consolidated with the underlying governmental action, such as a permit application. If there is consolidation, judicial appeal of the hearing examiner's decision on the

SEPA appeal must be filed within twenty-one days after the city's final decision on the underlying government action.

I. This chapter constitutes the exclusive administrative process to appeal a SEPA decision. Notwithstanding any other provision of the Municipal Code, the provisions of this chapter shall apply. This provision shall be construed in conjunction with Chapter 18.98 of this Code, RCW 36.70B, and WAC 197-11-680(3)(a)(v).

(Ord. 857 § 47, 2008; Ord. 299 § 25, 1984)

(Ord. No. 933, § 1, 1-7-2010)

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

| ITEM INFORMATION | | |
|---|---------------------------------|---------------------|
| SUBJECT: Resolution No. 13-873, Awarding a construction contract to Lakeside Industries Inc. for the SE 288th Street Overlay project in the amount of \$141,605.30 and an additional \$14,000 for contingency. | Agenda Date: | May 16, 2013 |
| | | AB13-041 |
| | Department/Committee/Individual | |
| | Mayor Rebecca Olness | |
| | City Administrator –Mark Hoppen | |
| | City Attorney –Chris Bacha | |
| | City Clerk – Brenda L. Martinez | |
| | Finance – May Miller | |
| | Public Works – Seth Boettcher | |
| Cost Impact: \$155,605.30 | PW/Ec. Dev. – Andy Williamson | X |
| Fund Source: Capital Budget; (TIB & REET) | Police – Jamey Kiblinger | |
| Timeline: Project to be complete by July 31 | Court – Stephanie Metcalf | |
| | Comm. Dev. – Stacey Welsh | |
| Attachments: Resolution No. 13-873; Bid and Contract Form, Bid Tabulation; CIP Project page | | |
| <p>The Project: SE 288th Street from 228th Ave SE to 236th Ave SE has been on the City's overlay program for several years. The pavement condition has deteriorated significantly in the last 2 years. This project will grind out the failed asphalt, patch in new asphalt and then overlay the roadway with a full 2 inches of new asphalt.</p> <p>The Bid This contract includes City staff solicited bidders off the small works roster. The City received 5 bids. Lakeside Industries Inc. was the low bidder at \$141,605.30. The engineer's estimate for construction was \$153,990.51.</p> <p>Budget and Funding: The City was successful in obtaining a street preservation grant from the Transportation Improvement Board (TIB) which will cover up to 90% of the project costs. Puget Sound Energy has committed to pick up the cost for raising their gas valves (Bid Item 11 with a total cost of \$900). The City budgeted \$150,000 for this project.</p> <p>A typical contingency for a public works project is 10%. With the award of the bid at \$141,605.30 and a contingency of \$14,000, the staff is asking for an additional appropriation of Real Estate Excise Tax funds to cover costs that may exceed the \$150,000 budget. The contingency will be available to cover any change orders, additional work, quantity overruns and testing.</p> <p>The Contractor Lakeside Industries Inc. is from Covington, WA, is currently licensed, and appears to have the relevant qualifications and experience to successfully perform the work the project will require.</p> | | |
| COMMITTEE REVIEW AND RECOMMENDATION: | | |
| RECOMMENDED ACTION: MOTION to adopt Resolution No. 13-873, awarding the bid on the SE 288th Street Overlay project to Lakeside Industries Inc. in the amount of \$141,605.30 and authorize the Mayor to execute a contract for the same, and appropriate additional funding for a \$14,000 contingency. | | |

| RECORD OF COUNCIL ACTION | | |
|---------------------------------|---------------|-------------|
| <i>Meeting Date</i> | <i>Action</i> | <i>Vote</i> |
| May 16, 2013 | | |
| | | |
| | | |

RESOLUTION NO. 13-873

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AWARDING THE LOW BID ON THE SE 288TH STREET
OVERLAY PROJECT TO LAKESIDE INDUSTRIES INC.**

WHEREAS, the City received a Transportation Improvement Board (TIB) grant for the SE 288th Street Overlay project with a current amount of \$131,135; and

WHEREAS, the City has a match requirement of 10%; and

WHEREAS, the City has planned and budgeted for the SE 288th Street Overlay project; and

WHEREAS, the City has received bids on May 6, 2013; and

WHEREAS, Lakeside Industries Inc. was the low bidder and has met all conditions of providing a responsible bid;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Award the bid of the SE 288th Street Overlay project to Lakeside Industries Inc. in the amount of \$141,605.30 and authorize the Mayor to execute a contract for the same.

Section 2. Authorize a \$14,000 contingency fund for the SE 288th Street Overlay project.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF MAY, 2013.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

REQUEST FOR BIDS
FOR
SE 288TH STREET OVERLAY
IN BLACK DIAMOND

The City is requesting asphalt grinding, patching and overlay work for SE 288th Street from 228th Avenue SE to 236th Avenue SE in the City of Black Diamond. The City is requesting unit price bids for each category of work as defined in the attached bid proposal form / Scope of Work.

The cut and patch marks on the street delineate the intended failed pavement removal only as measured longitudinally along the roadway and are not meant to delineate patch width. City will freshen the patch delineation striping on the roadway after award of the project (see plans).

Small Works Roster Bids must be turned into the Public Works counter, located at 24301 Roberts Drive, Black Diamond, WA 98010, by 1:30 pm on Monday, May 6, 2013.

REQUEST FOR BIDS

THE CITY OF BLACK DIAMOND SE 288th Street Overlay Project

BID FORM, SCOPE OF WORK, AND SPECIAL PROVISIONS

The City of Black Diamond is hereinafter referred to as "the City"

1. The undersigned hereby certifies that he/she has examined the locations of the patching as outlined in the bid documents for the City of Black Diamond SE 288th Street Overlay Project and is familiar with the local conditions at the location of the work to be done, and has read and thoroughly understands the work that the City requires to be completed, the Contract governing the work and the method by which payment will be made for said work in accordance with the City Contract at the proposed bid prices contained herein.
2. The bid shall be awarded by the sum of the total of the bids for the 13 categories of work.

The undersigned has checked the above amounts and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

In order for the Owner to consider a bid, all items on the bid must be filled in completely.

3. It is agreed that this bid may not be withdrawn within a period of sixty (60) days after the date set for the opening thereof.
4. In accordance with this bid and the City Contract, the undersigned further agrees to so plan the work and to prosecute it with such diligence that said work shall be commenced within ten (10) days after issuance of a notice to proceed.
5. Receipt of the following Addenda to the Plans and/or Specifications is hereto acknowledged:

Addendum

| <u>No.</u> | <u>Addendum Receipt Date</u> | <u>Signed Acknowledgement</u> |
|------------|------------------------------|-------------------------------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |

NOTE: Failure to acknowledge receipt of the Addenda may be considered as an irregularity in the Bid.

6. The undersigned hereby proposes to complete the attached scope of work and hourly rates at the following prices according to the City Contract, this bid, and the bid solicitation:

| ITEM NO. | SCOPE OF WORK | UNIT PRICE | QUANTITY | TOTAL |
|------------------|---|------------|----------|-------|
| 1 | MOBILIZATION (NOT TO EXCEED 10% OF TOTAL BID) | LS | 1 | \$ |
| 2 | PROJECT TEMPORARY TRAFFIC CONTROL | LS | 1 | \$ |
| 3 | REMOVE ASPHALT CONCRETE PAVEMENT | SY | 2355 | \$ |
| 4 | PLANING BITUMINOUS PAVEMENT | SY | 250 | \$ |
| 5 | CRUSHED SURFACING TOP COURSE | TON | 10 | \$ |
| 6 | HMA CL. 1 IN. PG 64-22 FOR PAVEMENT REPAIR | TON | 535 | \$ |
| 7 | HMA CL. ½ IN. PG 64-22 FOR OVERLAY | TON | 795 | \$ |
| 8 | CRACK SEALING CREW (INCLUDING EQUIPMENT) | HR | 8 | \$ |
| 9 | HOT ASPHALT SEALANT FOR CRACK SEALING | GALLO N | 40 | \$ |
| 10 | ADJUST MONUMENT CASE AND COVER TO GRADE | EA | 6 | \$ |
| 11 | ADJUST EXISTING GAS VALVE TO GRADE | EA | 3 | \$ |
| 12 | PAINT LINE | LF | 7851 | \$ |
| TOTAL AMOUNT BID | | | | \$ |

Bidder

Date

Contractor's License No.

Contractor's DUNS No.

By _____
Authorized Official

Address:

- NOTES: 1. If the bidder is a copartnership, so state, giving firm name under which business is transacted.
2. If the bidder is a corporation, this bid must be executed by its duly authorized officials.

CITY OF BLACK DIAMOND

Department of Public Works
P.O. Box 599 – 24301 Roberts Drive
Black Diamond, Washington 98010

SMALL PUBLIC WORKS CONTRACT

1. **Parties.** This Contract is voluntarily and knowingly entered into by and between the CITY OF BLACK DIAMOND, King County, Washington ("City"), and _____ ("Contractor"), collectively, "the Parties."

2. **Project.** The Parties enter into this Contract for purposes of Contractor performing work ("the Project"), generally described as:

I. SE 288th Street Overlay Project, including those additives, if any, specified in the bid award.

II.

3. **Effective date.** This Contract becomes effective and binding upon the Parties, including their heirs, successors, and assigns, immediately upon the most recent date of signature appearing on this Contract.
4. **Notices to Parties.** Contractor agrees to accept notices under this Contract via e-mail. It is the responsibility of Contractor to notify City in writing if any of the contact information appearing below should change. Any notices required shall be in writing and delivered to the following addresses:

CITY:

CITY OF BLACK DIAMOND
P.O. Box 599 – 24301 Roberts Drive
Black Diamond, Washington 98010
Contact: Seth Boettcher
Phone: (253) 886-5700
Fax: (360) 886-2592

CONTRACTOR:

Tax I.D. # _____
Contact: _____
Phone: (_____) _____
Fax: (_____) _____

5. **Notice to Proceed.** The Contractor shall provide a performance bond, insurance certificates, a City business license and statement of intent to pay prevailing wage rates within 10 days of receiving a notice of award. Upon timely receipt of the bond, insurance certificate, business license and statement of intent to pay prevailing wage rates, the City will thereafter have ten (10) days to issue a notice to proceed. The July 31, 2013 deadline for completion of all work in accordance with the terms and conditions of the Agreement shall remain in effect provided that the notice to proceed is issued prior to June 28, 2013.
6. **Obligations of Contractor.** In consideration of the mutual promises and obligations of the parties contained herein and incorporated by reference, Contractor expressly agrees to the following terms and conditions:

A. *In general*

- (1) Responsible for all labor. Contractor agrees and understands that Contractor shall be solely responsible for furnishing all labor necessary to complete the Project as required.
- (2) Responsible for performing all work. Contractor agrees and understands that Contractor shall be solely responsible for performing all work necessary to complete the Project as required.
- (3) Responsible for furnishing all materials and equipment. Contractor agrees and understands that Contractor shall be solely responsible for furnishing all materials and equipment necessary to complete the Project as required, except for any materials expressly agreed in writing to be provided by City. Materials and equipment furnished under the Contract will be new and of good quality unless otherwise required and permitted by the City.
- (4) Documents incorporated by reference. Contractor agrees and understands that all terms and specifications contained in any Request for Bids that was issued by City as part of determining the awarding of this Contract are hereby incorporated by reference and must be complied with, unless one or more of such terms and specifications are expressly amended or waived in writing by City.
- (5) Laws and regulations to be followed. Contractor agrees and understands that Contractor, his employees, agents, and subcontractors, must at all times fully comply with all applicable laws, regulations, and administrative rulings in performing work for the Project.
- (6) Work Hours. The contractor shall not work on weekends. On Mondays through Thursdays, the contractor shall not start work before 7:00 AM, and shall not work after 6:00 PM. The contractor shall not start work before 7:00 AM on Fridays. The contractor must be off the street and shall not work after 3:30 PM on Fridays.
- (7) Conditions of Work. By submitting a proposal in response to the City's solicitation for quotations, the Contractor represents and warrants to the City that the Contractor has fully informed himself/herself/itself of all conditions relating to the work involved for completing the Project. In prosecuting the work, the Contractor shall employ such methods or means as will not interfere with or interrupt the work of the City or its agents, employees or contractors.
- (8) Contractor's Responsibility. The Contractor will prosecute the work in accordance with instructions, descriptions and/or plans and specifications provided by the City. The Contractor shall carry on the work at his/her/its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to the work and/or materials before its final completion and acceptance, repair or replace forthwith the Work and/or materials so injured, damaged or destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by the Contractor, the Contractor shall receive, unload, store and handle

same at site and become responsible therefore as though such materials and/or equipment were being furnished by the Contractor. The Contractor shall procure all permits (unless permits are secured by the City) and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. The Contractor shall be responsible for preparing working drawings and shall submit them to the City for approval prior to commencement of work. For purposes of this Contract, working drawings shall mean, shop drawings, shop plans, erection plans, falsework plans, framework plans, cofferdam, cribbing and shoring plans, or any other supplementary plans or similar data, including a schedule of submittal dates for working drawings where specified, which the Contractor will rely on for purposes of conducting the work for the Project.

- (9) Contractor Clean-Up. Prior to Physical Completion, all debris resulting from Contractor's work, delivery or installation of equipment shall be disposed of entirely by the Contractor in an efficient and expeditious manner as required and directed by the City.
- (10) Safety. The Contractor and his subcontractors shall take all safety precautions and furnish and install all guards necessary for the prevention of accidents, and shall comply with all laws and regulations with regard to the prosecution of the Work. The Contractor agrees to furnish Material Safety Data Sheets (Form OSHA-20) applicable for hazardous or potentially hazardous products. Contractor agrees to comply with the conditions of the Washington Industrial Safety and Health Act of 1970, and standards and regulations issued thereunder, and certify that all items furnished and purchased will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless City from damages assessed against City because of Contractor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.

B. *Work Performance*

- (1) Prevailing wages. Contractor agrees and understands that prevailing wages, as that term is defined under the laws of the State of Washington, shall be paid for all work performed on this Project by Contractor and by Contractor's subcontractors and agents.

The State of Washington prevailing wage rates applicable for this public works project, which is located in King County, may be found at the following website address of the Department of Labor and Industries:
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **April 26, 2013**. A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner, located at 24301 Roberts Drive, Black Diamond, WA 98010. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.

- (2) Notice to City. The Contractor shall provide a minimum 48-hours notice prior to commencement of work under this Contract. by phone to the City's assigned project manager as directed at the preconstruction conference.
- (3) The Scope of Work, Bid Form, and Specifications to be followed. Contractor agrees that all work is to be performed to the City's satisfaction and in compliance with:
 - a. The 2012 Standard Specifications for Road, Bridge, and Municipal Construction Division 2 through 9
 - b. The attached scope of work
 - c. Section 1-08.9 for the determination of Liquidated Damages
 - d. Requirements contained in any Request for Bids (RFB) that was issued by the City prior to awarding this Contract, unless such requirements or specifications are expressly amended in writing by the City
- (4) Bid Documents to control. Contractor agrees that all work is to be performed to the City's satisfaction and in compliance with the Bid Documents. Where the Bid Documents do not address specific construction issues, the City's Engineering Design & Construction Standards (can be found on the Public Works page on the city's website) shall control.
- (5) Schedule of Work to be followed. All work outlined in the scope of work needs to be completed within 15 working days from the Notice to Proceed but in any case no later than July 31, 2013. Contractor understands and agrees that time is of the essence in performing the work needed for this Project. Contractor shall diligently proceed with the work and shall assure that it, and its subcontractors, have adequate staffing at all times in order for Contractor to comply with any Schedule of Work agreed to by the Parties, and shall make all reasonable efforts to complete the work in a timely manner.
- (6) Duty to Correct. Contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the Contract. The Contractor shall bear the cost of correcting such rejected work. In addition to the Contractor's other obligations under the Contract, the Contractor shall, for a period of one year after final acceptance of the Project by the City, correct work not conforming to the requirements of the Contract. If the Contractor fails to correct nonconforming work within a reasonable time, the City may correct it and Contractor shall reimburse the City for the cost of the correction.
- (7) Project Administration/Notice to Proceed. The Public Works Director, or his or her designee, shall administer this Contract and shall have all authority provided for the City under this Contract including all project approvals, including change orders. Contractor shall not commence work until Notice to Proceed has been given by the City. All work performed under this Contract will be monitored and inspected by the Public Works Director or his designee, and accepted by same.

C. *Non-Discrimination*

- (1) Contractor agrees that it, and its subcontractors and other agents, shall not discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other condition prohibited by federal, state, or local law or ordinance, except where the condition constitutes a bona fide occupational qualification under law.
- (2) Any violation of this Section shall be a material breach of this Contract and grounds for immediate cancellation, termination, or suspension of the Contract by City, in whole or in part, and may result in Contractor being ineligible to perform further work for the City.

7. Compensation. Compensation shall be by Unit Price for each of the 13 categories of work as defined in the attached Bid Form/Scope of Work at the bid amounts.

Compensation for services requested by the City beyond the defined scope of work shall be by the unit prices according to the bid or by change order.

8. Payment

- A. The Contractor shall request approval and acceptance of each category of work from the City. The Contractor may not bill for the completed work until the City has accepted the completed work.
- B. Contractor shall maintain time and expense records and provide them to the City monthly, along with monthly invoices for any hourly work performed to the date of the invoice.
- C. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice.
- D. Failure to perform any of the obligations under the Contract by the Contractor may be decreed by the City to be adequate reason for withholding any payments until compliance is achieved. Progress payments for work performed shall not be evidence of acceptable performance or an admission by the City that any work has been satisfactorily completed.
- E. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

9. Performance Bond. The Contractor shall provide a performance and payment bond to the City prior to commencement of work for 100% of the bid amount including tax guaranteeing the full and faithful performance by the Contractor of the terms and conditions of this Contract.

Initial: _____ (Contractor)

10. **Retainage.** Pursuant to RCW 60.28, a sum of five (5) percent of the monies earned by the Contractor will be retained from progress payments. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82, and (2) the claims of any person arising under the Contract.
11. **Changes.** After execution of the Contract, changes in the Project may be accomplished by change order. The City, without invalidating the Contract, may request additional services within the general scope of the Contract consisting of additions, deletions or other revisions according to the commitment of equipment and rates for each category of work. The Contract Sum and Contract completion date will be adjusted accordingly. Change orders shall be in writing signed by the parties.
12. **Termination of Contract.** This Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Such compensation shall be pro-rated based upon the lump sum bid and the percentage of the work completed. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the Contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.
13. **Responsibility Criteria and Verification by Contractor.** Pursuant to Chapter 39.04 RCW, the following requirements must be included in any public works contract:

A. *Responsibility Criteria*

1. Eligibility to be awarded contract. To be awarded this public works contract, the Contractor hereby certifies that Contractor meets the following responsibility criteria:
 - a. Contractor has a certificate of registration in compliance with chapter 18.27 RCW;
 - b. Contractor has a current state unified business identifier (UBI) number;
 - c. If applicable, Contractor has industrial insurance coverage for Contractor's employees working in Washington as required under Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and
 - d. Contractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

- B. *Requirement to verify subcontractors.* Contractor must verify the responsibility criteria contained above for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its

subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement must be included in every public works contract and subcontract of every tier.

14. Insurance

- A. All employees, subcontractors, agents to be covered. Contractor shall procure and maintain for the duration of the Contract, and shall provide proof satisfactory to the City, that insurance is maintained by Contractor and each of its subcontractors or agents who are not otherwise covered by Contractor's insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.
- B. Lack of insurance grounds for termination of contract. Failure of Contractor to maintain insurance as required herein shall be grounds for immediate termination of this Contract by the City.
- C. Title 51 Industrial Insurance Waived. The parties have specifically negotiated as a term of this Contract that Contractor has agreed to expressly waive immunity under Title 51 RCW Industrial Insurance Law.
- D. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:
 - 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for The City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
 - 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

- E. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- F. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:
1. The Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
 2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- G. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.
- H. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work.
- I. Subcontractors. Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor (with the exception of Builders Risk insurance). Upon request the City, the Contractor shall provide evidence of such insurance.

15. Claims for damages

- A. Excluded situations. City shall not be responsible for delays caused by soil conditions; underground obstructions; labor disputes; fire; delays by third parties, including public and private utilities; or reasonably foreseeable delays.
- B. Liability limited to direct costs. Contractor agrees that City's liability to Contractor for payment of claims or damages of any kind whatsoever related to this Contract shall be limited to direct costs as provided under the force account provisions of the Standard Specifications. Contractor expressly waives all claims for payment of damages that include or are computed on total costs of job performance, extended overhead, or other similar methods that are not specific as to the actual, direct costs

of contract work as defined in the force account provisions of the Standard Specifications.

- C. "Damages" defined. For purposes of applying RCW 4.24.115 to this Contract, Contractor and City agree that the term "damages" applies only to a finding in a judicial proceeding and is exclusive of third party claims for damage primarily thereto.

16. **Indemnification/Hold Harmless.** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES. The provisions of this section shall survive the expiration or termination of this Agreement. It is further agreed that all claims for damages against the City for which Contractor's insurance carrier does not accept defense of the City may be tendered by the City to Contractor, who shall then accept and settle with the claimant or defend the claim. City retains the right to approve claims investigation and counsel assigned to said claims, and all investigation of legal work product regarding said claims shall be performed under a fiduciary relationship to the City.
17. **Assigning or Subcontracting.** Contractor shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City.
18. **Independent Contractor.** Contractor is and shall be at all times during the term of this Agreement an independent contractor.
19. **Disputes.** Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in King County Superior Court.
20. **Attorneys Fees.** In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys fees from the other party.
21. **Extent of Agreement/Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

BY ITS SIGNATURE BELOW, EACH PARTY ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREES TO BE BOUND BY THEM.

CITY OF BLACK DIAMOND

CONTRACTOR

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachments

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ (*Corporate Officer (Not Contract Signer)*) certify that I am the _____ (*Corporate Title*) of the corporation named as Contractor in the Agreement attached hereto; that _____, (*Contract Signer*) who signed said Agreement on behalf of the Contractor, was then _____ (*Corporate Title*) of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corp. officer signature (not contract signer)

Printed

Title

State of _____

County of _____

_____, (*corporate officer (not contract signer)*) being duly sworn, deposes and says that he/she is _____ (*Corporate Title*) of _____ (*Name of Corporation*)

Subscribed and sworn to before me this _____ day of _____,
20_____

Notary Public (Signature)

Notary Public (Print)
My commission expires _____

STANDARD SPECIFICATIONS

(*****)

The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2012 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

SPECIAL PROVISION AMENDMENTS OF THE DIV 1 GENERAL REQUIREMENTS

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the date of the GSP and its source, as follows:

(May 18, 2007 APWA GSP)

(August 7, 2006 WSDOT GSP)

Also incorporated into the Contract Documents by reference are the following documents, regulations, and/or requirements, which shall supersede any conflicting provisions of the Standard Specifications and are made a part of this contract; provided, however, that if any of the following documents, regulations and or requirements are less restrictive than Washington State Law, then the Washington State Law shall prevail.

City of Black Diamond 2009 Engineering Design and Construction Standards

Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any

Standard Plans for Road, Bridge, and Municipal Construction, WSDOT/APWA, current edition

1-07.23 Public Convenience and Safety

1-07.23(1) Construction Under Traffic

(January 2, 2012 WSDOT GSP)

Work Zone Clear Zone

The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to preexisting conditions or permanent Work. Those work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.

During nonworking hours equipment or materials shall not be within the WZCZ unless they are protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete barrier shall be permitted only if the Engineer approves the installation and location.

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

The Contractor's nonessential vehicles and employees private vehicles shall not be permitted to park within the WZCZ at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing and the Engineer has provided written approval.

Minimum WZCZ distances are measured from the edge of traveled way and will be determined as follows:

| Regulatory Posted Speed | Distance From Traveled Way (Feet) |
|------------------------------------|--|
| 35 mph or less | 10* |
| 40 mph | 15 |
| 45 to 55 mph | 20 |
| 60 mph or greater | 30 |

*or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance

(*****)

Lane closures are subject to the following restrictions:

During nonworking hours, the Contractor shall maintain one lane of traffic in each direction at all times on all roadways.

During working hours, the Contractor may close one lane of traffic provided that alternating one-way traffic is maintained through the work area and appropriate traffic control is provided.

If the Engineer determines the permitted lane closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the lane closure hours.

No lane closures will be allowed on a holiday or holiday weekend, or after 12:00 PM (noon) on a day prior to a holiday or holiday weekend. Holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend.

1-08 PROSECUTION AND PROGRESS

1-08.5 Time For Completion

Section 1-08.5 is supplemented with the following:

(*****)

This project shall be physically completed within fifteen (15) working days or by July 31, 2013, whichever comes first.

For the purpose of this contract, a working day is defined as any day (or part of a day) in which any construction activity takes place.

1-10 TEMPORARY TRAFFIC CONTROL

1-10.1 General

The first paragraph of Section 1-10.1 is revised as follows:

(*****)

The Contractor shall provide traffic control plans to the Engineer for review and approval. Plans shall be submitted for review no more than 14 calendar days following award of the contract. Notice to Proceed will not be given until the traffic control plans are approved. Plans shall be in accordance with the MUTCD and the WSDOT "Work Zone Traffic Control Guidelines." A minimum of 5 working days will be required for review. Plans will be developed by the Traffic Control Supervisor or a licensed civil engineer. The plans as provided by the Contractor shall include and not be limited to the following information:

- Minimum lane widths provided for vehicular travel.
- Location, legend, and size for all signage.
- Location of flagger stations.
- Lane closure tapers.
- Identification and spacing for traffic control devices.

The Contractor shall provide flaggers, signs, and other traffic control devices not otherwise specified as being furnished by the Contracting Agency. The Contractor shall erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public at all times from injury or damage as a result of the Contractor's operations which may occur on highways, roads, streets, sidewalks, or paths. No work shall be done on or adjacent to any traveled way until all necessary signs and traffic control devices are in place.

1-10.2 Traffic Control Management

1-10.2(1) General

Section 1-10.2(1) is supplemented with the following:

(December 1, 2008 WSDOT GSP)

Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
(360) 297-3035

Evergreen Safety Council
401 Pontius Ave. N.
Seattle, WA 98109
1-800-521-0778 or
(206) 382-4090

The American Traffic Safety Services Association
15 Riverside Parkway, Suite 100
Fredericksburg, Virginia 22406-1022
Training Dept. Toll Free (877) 642-4637
Phone: (540) 368-1701

1-10.2(2) Traffic Control Plans

The first sentence of Section 1-10.2(2) is replaced with the following:

(*****)

Traffic control plans have not been provided by the Owner. The Contractor shall prepare traffic control plans. Traffic control plans shall be prepared based on the requirements set forth in Sections 1-07.23 and 1-10.1 of these Special Provisions.

END OF DIVISION 1

DIVISION 2

EARTHWORK

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.3 Construction Requirements

2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters

Section 2-02.3(3) is supplemented with the following:

(*****)

Existing pavement shall be saw cut before commencing removal or removed with a mechanical grinder. Pavement shall be removed as required for the construction, and approved by the Engineer. Pavement thickness, type, and extent may vary throughout the project. The pavement thickness on average is 4 and ¼ inches plus or minus ½ inch. Removal shall be accomplished by making a neat longitudinal vertical cut along the boundaries of the area to be removed. All cuts shall be continuous, and shall be made with saws specifically equipped for this purpose or with grinding machines designed for asphalt grinding. No skip cutting will be allowed.

Any pavement, sidewalk, or curb and gutter that is damaged, and not designated for removal as shown on the Plans or preapproved by the Owner, shall be repaired or replaced entirely at the Contractor's expense. The width and location of cuts shall be preapproved by the Engineer before cutting of pavement.

Wheel cutting or jack hammering will not be considered an acceptable means of pavement "cutting," unless preapproved by the Engineer. However, even if preapproved as a method of cutting, or if the Engineer directs the Contractor to utilize this method of cutting, no payment will be made for this type of work; but rather, it shall be considered incidental to the project and as such, included in the various unit prices bid in the Proposal.

Add the following new section:

2-02.3(4) Adjust Existing Utility to Grade, including monuments and gas valves.

New Section

As shown in the Plans, existing utilities such as monuments and gas valves shall be adjusted to finished grade. The Contractor shall, prior to the beginning of any work, familiarize himself with the existing utility locations. The Contractor shall mark the location of all utilities prior to paving the new surface.

Any damage occurring to the existing utilities, due to the Contractor's operations, shall be repaired at the Contractor's own expense. Final adjustment shall be smooth and flush with finished grade.

Water valves shown in the Plans will be raised by Covington Water District after completion of the Project.

2-02.4 Measurement

Section 2-02.4 is supplemented with the following:

(*****)

“Adjust Existing Monument Case and Cover to Grade” will be measured per each.

“Adjust Existing Gas Valve to Grade” will be measured per each.

“Removing Asphalt Conc. Pavement” will be measured per square yard regardless of depth prior to removal. Only asphalt concrete pavement designated for removal on the Plans, or approved by the Engineer, will be measured for payment. No additional payment will be made for removing asphalt and patching asphalt around the utility and monument case and covers.

No separate measurement will be made for saw cutting of any kind.

2-02.5 Payment

Section 2-02.5 is supplemented with the following:

(*****)

“Removing Asphalt Conc. Pavement”, per square yard.

The unit bid price in the Proposal for “Removing Asphalt Conc. Pavement” will be full compensation for the costs of all labor, tools, equipment, and materials necessary or incidental to remove, haul tailings to an approved stockpile location for reuse on the project.

“Adjust Existing Monument Case and Cover to Grade”, per each.

“Adjust Existing Gas Valve to Grade” per each.

The unit contract price for “Adjust Existing Monument to Grade” and “Adjust Existing Gas Valve to Grade”, per each shall be full payment for all equipment, labor, and materials necessary to adjust the utility to finished grade including, but not limited to, crushed surfacing top course, concrete collar, grout, asphalt pavement, and edge sealant.

All saw cutting shall be considered incidental to other bid items in the Proposal and no additional compensation will be made.

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.3 Construction Requirements

2-03.3(14) Embankment Construction

2-03.3(14)E

Unsuitable Foundation Excavation

Section 2-03.1(14)E is supplemented with the following:

(*****)

Where directed by the engineer, the Contractor shall remove unsuitable subbase materials beneath the roadway and shall replace the material with crushed surfacing top course per the Plans. No unsuitable material is expected in this project.

2-03.4 Measurement

Section 2-03.4 is supplemented with the following:

(*****)

No separate measurement will be made for "Unsuitable Foundation Excavation Incl. Haul". Measurement and payment for all excavation will be made under "Roadway Excavation Incl. Haul" regardless of the nature or classification of excavation.

Placing, grading and compacting asphalt grindings will be measured by the cubic yard. Quantities will be determined based upon the area of compacted asphalt grindings and the depth of compacted material.

END OF DIVISION 2

DIVISION 5
SURFACE TREATMENTS AND PAVEMENTS

5-04 HOT MIX ASPHALT

5-04.1 Description

Section 5-04.1 is supplemented with the following:

(*****)

Asphalt concrete pavement shall be used at the following locations on the project:

1. HMA Cl. ½ In., PG 64-22: For all asphalt concrete overlay and around utility and monument lids; and
2. HMA Cl. 1 In., PG 64-22: For all asphalt concrete patching and repair up to the existing asphalt level.

5-04.3 Construction Requirements

5-04.3(7) Preparation of Aggregates

5-04.3(7)A

(March 10, 2010 APWA GSP)

Mix Design

Delete this section and replace it with the following;

1. **General.** Prior to the production of HMA, the Contractor shall determine a design aggregate structure and asphalt binder content in accordance with WSDOT Standard Operating Procedure 732. Once the design aggregate structure and asphalt binder content have been determined, the Contractor shall submit the HMA mix design on DOT form 350-042 demonstrating the design meets the requirements of Sections 9-03.8(2) and 9-03.8(6). HMA accepted by nonstatistical evaluation requires a mix design verification. For HMA accepted by commercial evaluation only the first page of DOT form 350-042 and the percent of asphalt binder is required. In no case shall the paving begin before the determination of anti-strip requirements has been made. Anti-strip requirements will be determined by:
 - a. Testing by WSDOT in accordance with TM 718.
 - b. Testing by Contractor in accordance with WSDOT TM 718.
 - c. Historical aggregate source anti-strip use provided by WDOT.

The mix design will be the initial Job Mix Formula (JMF) for the HMA being produced. Any additional adjustments to the JMF will require the approval of the Project Engineer and may be made per Section 9-03.8(7).

2. **Mix Design Verification.** Verification shall be accomplished by one of the following processes:
 - a. Submit samples to WSDOT State Materials Lab for WSDOT verification testing in accordance with WSDOT Standard Specifications.
 - b. The contracting agency will perform tests to verify the mix design in accordance with the Field Verification Testing Process.

- c. Reference a mix design that has been previously verified by the Field Verification Testing Process or verified by WSDOT State Materials Lab on a previous project.
- d. Perform Field Verification Testing on a sample of HMA provided by the Contractor prior to paving.

Mix design verification is valid for one year from the date of verification. At the discretion of the Engineer, agencies may accept mix designs verified beyond the verification year with certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

3. **Field Verification Testing Process.** The Contracting agency will collect three Production Samples of HMA on the first day of paving per AASHTO T 168 sampling procedures.
 - a. The Contracting agency will test one Production Sample in accordance with section 5-04.3(8)A for field verification per the requirements of Section 9-03.8(7).
 - b. If the test results from the first Production Sample are within the tolerances of section 9-03.8(7), the mix design will be considered verified and the test results will be used as acceptance sample number one.
 - c. If the test results from the first Production Sample are outside the tolerances of section 9-03.8(7), the other two samples will be tested and the results of all three tests will be used for acceptance in accordance with Section 5-04.5(1) and will be used in the calculation of the CPF the maximum CPF shall be 1.00.
4. Prior to the first day of paving, six Ignition Furnace Calibration Samples shall be obtained to calibrate the Ignition Furnaces used for acceptance testing of the HMA. Calibration samples shall be provided by the Contractor when directed by the Engineer. Calibration samples shall be prepared in accordance with WSDOT SOP 728.

5-04.3(8) Mixing

5-04.3(8)A

Acceptance Sampling and Testing—HMA Mixture

5-04.3(8)A1

General

(March 10, 2010 APWA GSP)

Delete these sections and replace them with the following:

Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation.

Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. Commercial HMA can be accepted by a contractor certification letter stating the material meets the HMA requirements defined in the contract.

5-04.3(8)A4

Definition of Sampling Lot and Sublot

(March 10, 2010 APWA GSP)

Delete this section and replace it with the following:

For the purpose of acceptance sampling and testing, a lot is defined as the total quantity of material or work produced for each job mix formula (JMF) placed. Only one lot per mix design will be expected to occur. The initial JMF is defined in Section 5-04.3(7)A Mix Design. The Contractor may request a change in the JMF in accordance with Section 9-03.8(7). If the request is approved, all of the material produced up to the time of the change will be evaluated on the basis of tests on samples taken from that material and a new lot will begin.

For proposal quantities less than 2500 tons sampling and testing for evaluation shall be performed as described in 5-04.3(7)A, item 3, Field Verification Testing Process. The verification sample referenced in item 3b may be used as an acceptance sample, additional testing will be at the discretion of the Engineer. When using a previously verified mix design, testing for volumetric properties may be waived at the engineer's discretion. At least one acceptance sample is required when using this method of acceptance.

For proposal quantities greater than 2500 tons sampling and testing for evaluation shall be performed as described in 5-04.3(7)A, item 3, Field Verification Testing Process, for the first 2500 tons of mix placed. The verification sample referenced in item 3b may be used as an acceptance sample for the first 2500 tons of mix placed. Additional testing will be at the rate of one sample per 800 tons of mix placed or as directed by the Engineer. When using a previously verified mix design, testing for volumetric properties may be waived at the engineer's discretion.

5-04.3(8)A5

(March 10, 2010 APWA GSP)

Test Results

Delete this section and replace it with the following:

The Engineer will furnish the Contractor with a copy of the results of all acceptance testing performed in the field at the beginning of the next paving shift. The Engineer will also provide the Composite Pay Factor (CPF) of the completed sublots after three sublots have been produced. The CPF will be provided by the midpoint of the next paving shift after sampling. Sublot sample test results (gradation and asphalt binder content) may be challenged by the Contractor. For HMA mixture accepted by statistical evaluation with a mix design that did not meet the verification tolerances, the test results in the test section including the percent air voids (Va) may be challenged. To challenge test results, the Contractor shall submit a written challenge within 7-calendar days after receipt of the specific test results. A split of the original acceptance sample will be sent for testing to either the Region Materials Laboratory or the State Materials Laboratory as determined by the Project Engineer. The split of the sample with challenged results will not be tested with the same equipment or by the same tester that ran the original acceptance test. The challenge sample will be tested for a complete gradation analysis and for asphalt binder content. The results of the challenge sample will be compared to the original results of the acceptance sample test and evaluated according to the following criteria:

Deviation

U.S. No. 4 sieve and larger Percent passing ± 4.0

U.S. No. 8 sieve Percent passing ± 2.0

U.S. No. 200 sieve Percent passing ± 0.4

Asphalt binder Percent binder content ± 0.3

Va Percent Va ± 0.7

If the results of the challenge sample testing are within the allowable deviation established above for each parameter, the acceptance sample test results will be used for acceptance of the HMA. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of \$250 per challenge sample. If the results of the challenge sample testing are outside of any one parameter established above, the challenge sample will be used for acceptance of the HMA and the cost of testing will be the Contracting Agency's responsibility.

5-04.3(8)A7
(March 10, 2010 APWA GSP)

Test Section – HMA Mixtures

Delete this section.

5-04.3(5)C Crack Sealing and hot asphalt bid item 10 and 11

Section 5-04.3(5)C shall be deleted and replaced as follows: All cracks shall be cleaned with high pressure air and filled completely with hot asphalt.

Measurement and payment

Section 5-04.3(5)C is supplemented with the following:

Crack sealing will be paid by the hour rate listed in bid item 10 on the number of hours the crew works sealing cracks. Asphalt will be paid by the gallon at the price listed in bid item 11 on the gallons of asphalt placed in the cracks. No payment for asphalt sealing along cut and ground joints, edges of asphalt overlay or around joints for raising valve boxes will be paid under this bid item as asphalt for these purposes are considered incidental to the patching, overlay or the raising of the utility valve boxes.

5-04.5 Payment

Section 5-04.5 is supplemented with the following:

(*****)

Payment will also be made under the following:

Payment for the following bid items will be made per Section 5-04.5 of the Standard Specifications:

“HMA Cl. 1/2 In. PG 64-22 for Overlay”, per ton.

“HMA Cl. 1 In. PG 64-22 for Pavement Repair”, per ton.

5-04.5(1)A
(March 10, 2010 APWA GSP)

Price Adjustments for Quality of HMA Mixture

Delete the first paragraph and table and replaced them with the following:

Statistical analysis of quality of gradation and asphalt content will be performed based on Section 1-06.2 using the following price adjustment factors:

| Table of Price Adjustment Factors | |
|--|-------------------|
| Constituent | Factor “F” |
| All aggregate passing: 1 ½”, 1”, ¾”, ½”, 3/8” and No. 4 sieves | 2 |
| All aggregate passing No. 8 | 15 |
| All aggregate passing No. 200 sieve | 20 |
| Asphalt binder | 52 |

Delete items 1-3 in Paragraph two and replaced with the following:

A pay factor will be calculated for sieves listed in Section 9-03.8(7) for the class of HMA and for the asphalt binder.

1. **Nonstatistical Evaluation.** Each lot of HMA produced under Nonstatistical Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit contract price with no further evaluation. When one or more constituents fall outside the nonstatistical acceptance tolerance limits in Section 9-03.8(7), the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.
2. **Commercial Evaluation.** If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit contract price with no further evaluation. When one or more constituents fall outside the commercial acceptance tolerance limits in Section 9-03.8(7), the lot shall be evaluated to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

For each lot of HMA produced under Nonstatistical or Commercial Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit contract price per ton of the mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the composite pay factor.

5-04.5(1)B

(March 10, 2010 APWA GSP)

Price Adjustments for Quality of HMA Compaction

Delete this section and replace it with the following:

The maximum CPF of a compaction lot is 1.00

For each compaction lot of HMA when the CPF is less than 1.00, a Nonconforming Compaction Factor (NCCF) will be determined. THE NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of the NCCF, the quantity of HMA in the lot in tons and the unit contract price per ton of the mix.

END OF DIVISION 5



CONSTRUCTION NOTES

- Submit Traffic Control Plan to the Project Manager for approval.
- Provide a sketch and plan for replacing the pavement stripes after paving.
- Remove failed asphalt as marked on the pavement as per Special Provision 5-04.3(14).
- Plane existing asphalt at both ends of the project down 2 inches from 0 over fifteen feet as per 5-04.3(14).
- Plane existing connecting public streets down 2 inches from 0 at four feet from the fog line on SE 288th Street.
- Overlay the street with Hot Mix Asphalt as per 5-04.
- Re-stripe the street.
- Install the monument casing over the monuments throughout the project.
- All as per the contract documents.

Legend

- Overlay Limits
- - - City Limits



Project Location

SE 230th St

SE 231st St

SE 232nd St

SE 233rd St

SE 234th St

SE 235th St

SE 236th St

SE 237th St

SE 238th St

SE 239th St

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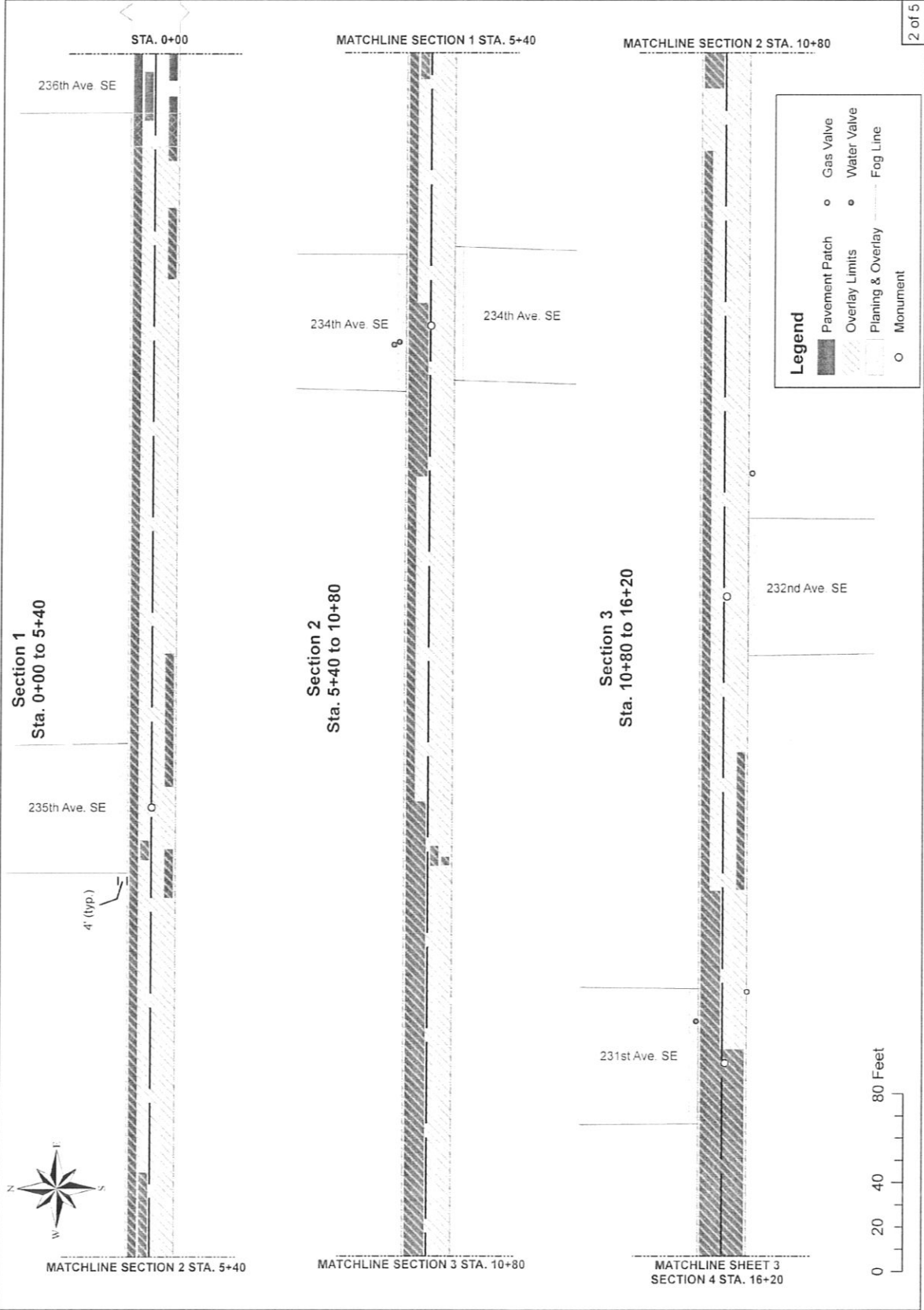
SE 497th St

SE 498th St



SE 288th Street Overlay

Drawn and Approved By: SH/SB
Date: April 22, 2013



2 of 5



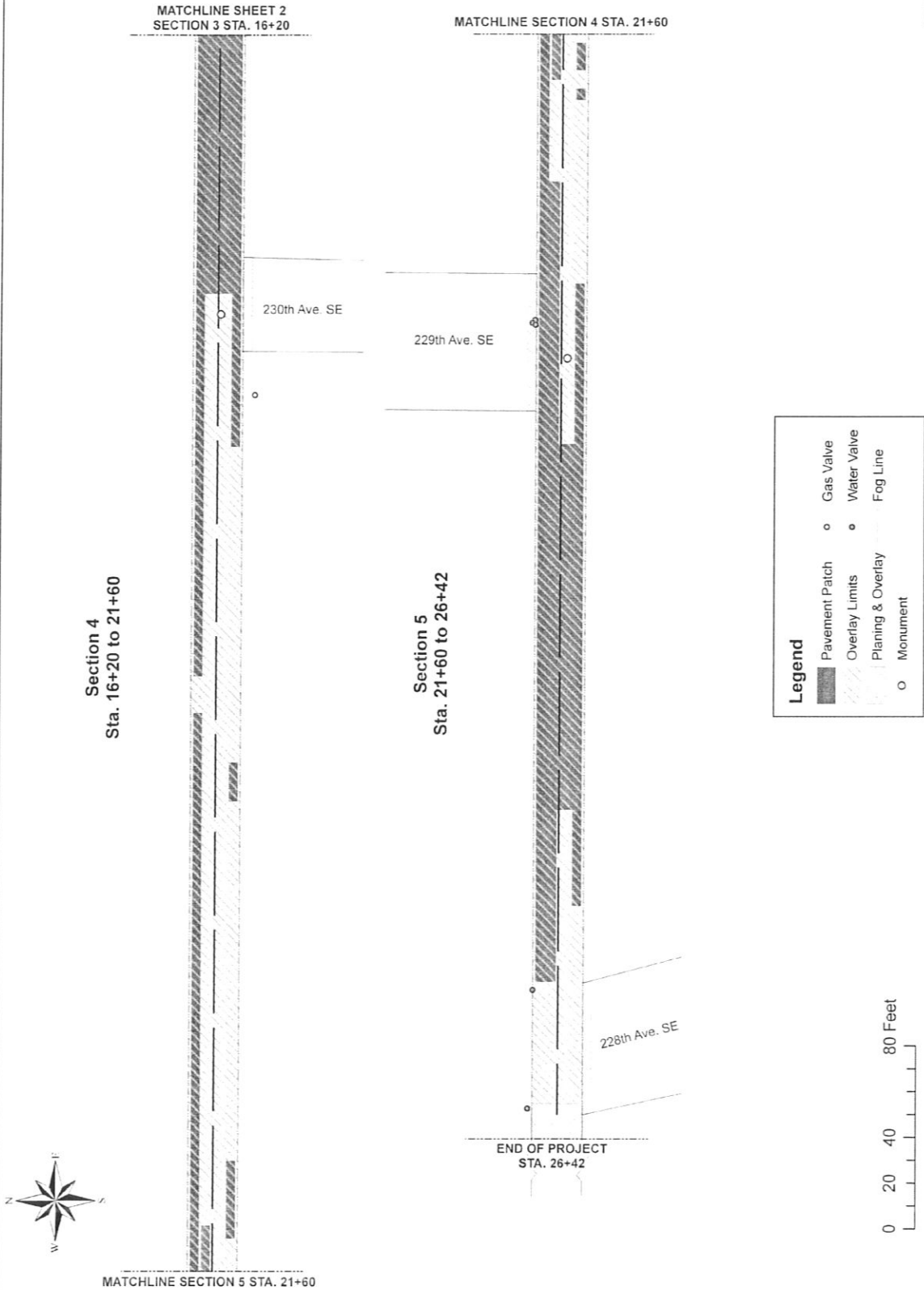
SE 288th Street Overlay

Date: April 22, 2013

Drawn and Approved By: SH/SB



3 of 5



| Legend | |
|--------|--------------------|
| | Pavement Patch |
| | Overlay Limits |
| | Planning & Overlay |
| | Monument |
| | Gas Valve |
| | Water Valve |
| | Fog Line |





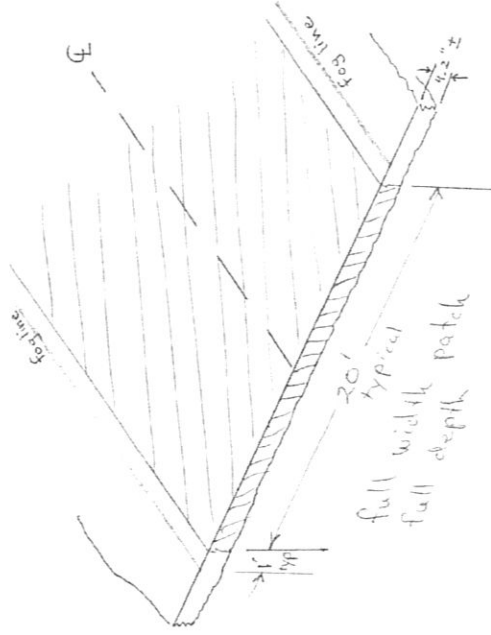
SE 288th Street Overlay

Drawn and Approved By: SH/SB
Date: April 22, 2013

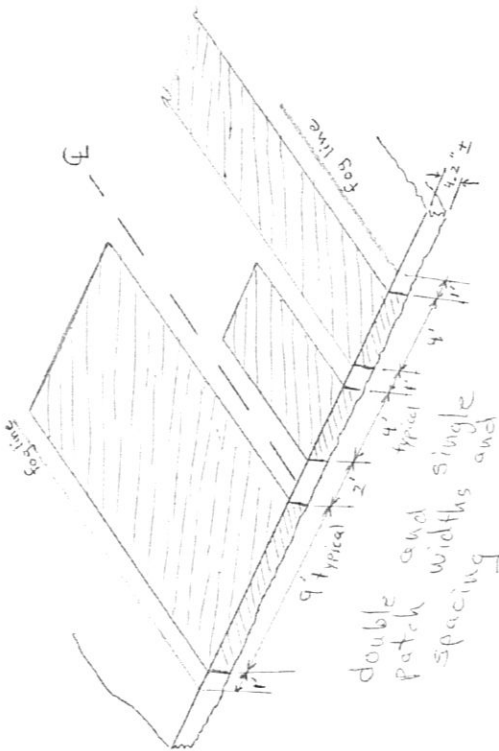


4 of 5

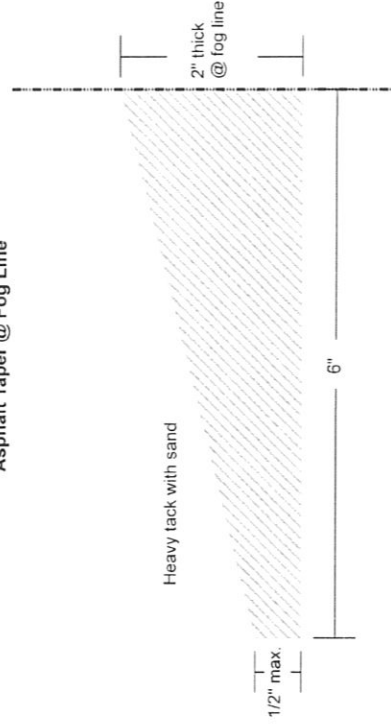
Detail 2
Full Width Patch



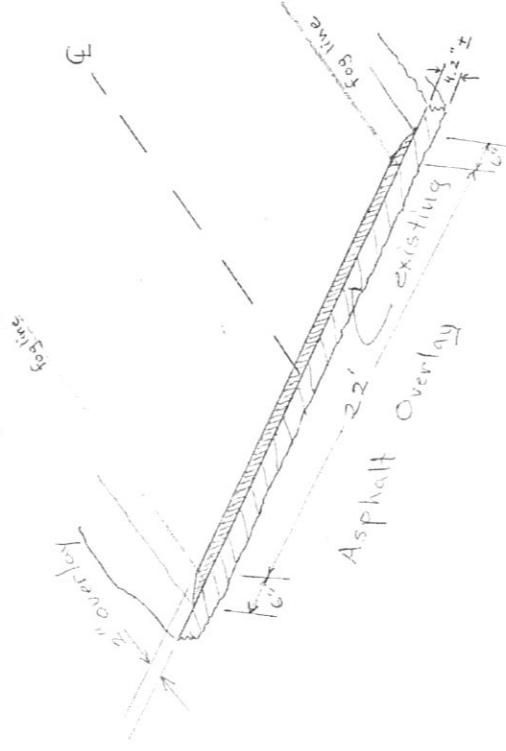
Detail 1
Single & Double Patch Widths



Detail 4
Asphalt Taper @ Fog Line



Detail 3
Asphalt Overlay



REQUEST FOR BIDS
FOR
SE 288TH STREET OVERLAY
IN BLACK DIAMOND

The City is requesting asphalt grinding, patching and overlay work for SE 288th Street from 228th Avenue SE to 236th Avenue SE in the City of Black Diamond. The City is requesting unit price bids for each category of work as defined in the attached bid proposal form / Scope of Work.

The cut and patch marks on the street delineate the intended failed pavement removal only as measured longitudinally along the roadway and are not meant to delineate patch width. City will freshen the patch delineation striping on the roadway after award of the project (see plans).

Small Works Roster Bids must be turned into the Public Works counter, located at 24301 Roberts Drive, Black Diamond, WA 98010, by 1:30 pm on Monday, May 6, 2013.



REQUEST FOR BIDS

THE CITY OF BLACK DIAMOND SE 288th Street Overlay Project

BID FORM, SCOPE OF WORK, AND SPECIAL PROVISIONS

The City of Black Diamond is hereinafter referred to as "the City"

1. The undersigned hereby certifies that he/she has examined the locations of the patching as outlined in the bid documents for the City of Black Diamond SE 288th Street Overlay Project and is familiar with the local conditions at the location of the work to be done, and has read and thoroughly understands the work that the City requires to be completed, the Contract governing the work and the method by which payment will be made for said work in accordance with the City Contract at the proposed bid prices contained herein.
2. The bid shall be awarded by the sum of the total of the bids for the 13 categories of work.

The undersigned has checked the above amounts and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

In order for the Owner to consider a bid, all items on the bid must be filled in completely.

3. It is agreed that this bid may not be withdrawn within a period of sixty (60) days after the date set for the opening thereof.
4. In accordance with this bid and the City Contract, the undersigned further agrees to so plan the work and to prosecute it with such diligence that said work shall be commenced within ten (10) days after issuance of a notice to proceed.
5. Receipt of the following Addenda to the Plans and/or Specifications is hereto acknowledged:

Addendum

No.

Addendum Receipt Date

Signed Acknowledgement

1.

04-30-2013

Craig Nickel

2.

NOTE: Failure to acknowledge receipt of the Addenda may be considered as an irregularity in the Bid.

6. The undersigned hereby proposes to complete the attached scope of work and hourly rates at the following prices according to the City Contract, this bid, and the bid solicitation:

| ITEM NO. | SCOPE OF WORK | UNIT PRICE | QUANTITY | TOTAL |
|------------------|---|------------------------|----------|------------------------|
| 1 | MOBILIZATION (NOT TO EXCEED 10% OF TOTAL BID) | 10,000 ⁻ LS | 1 | \$ 10,000 ⁻ |
| 2 | PROJECT TEMPORARY TRAFFIC CONTROL | 15,000 ⁻ LS | 1 | \$ 15,000 ⁻ |
| 3 | REMOVE ASPHALT CONCRETE PAVEMENT | 6 ⁻ SY | 2355 | \$ 14,130 ⁻ |
| 4 | PLANING BITUMINOUS PAVEMENT | 10 ⁻ SY | 250 | \$ 2,500 ⁻ |
| 5 | CRUSHED SURFACING TOP COURSE | 20 ⁻ TON | 10 | \$ 200 ⁻ |
| 6 | HMA CL. 1 IN. PG 64-22 FOR PAVEMENT REPAIR | 75 ⁻ TON | 535 | \$ 40,125 ⁻ |
| 7 | HMA CL. ½ IN. PG 64-22 FOR OVERLAY | 165 ⁻ TON | 795 | \$ 51,675 ⁻ |
| 8 | CRACK SEALING CREW (INCLUDING EQUIPMENT) | 350 ⁻ HR | 8 | \$ 2,800 ⁻ |
| 9 | HOT ASPHALT SEALANT FOR CRACK SEALING | 3 ⁻ GALLO N | 40 | \$ 120 ⁻ |
| 10 | ADJUST MONUMENT CASE AND COVER TO GRADE | 300 ⁻ EA | 6 | \$ 1,800 ⁻ |
| 11 | ADJUST EXISTING GAS VALVE TO GRADE | 300 ⁻ EA | 3 | \$ 900 ⁻ |
| 12 | PAINT LINE | 0.30 ⁻ LF | 7851 | \$ 2,355.30 |
| TOTAL AMOUNT BID | | | | \$ 141,605.30 |

LAKESIDE INDUSTRIES INC

Bidder

05-06-2013

Date

LAKESIDE #27455

Contractor's License No.

058352022

Contractor's DUNS No.

By Craig Wickel

Authorized Official

Address:

18808 SE 256th ST

COVINGTON WA 98042

NOTES: 1. If the bidder is a copartnership, so state, giving firm name under which business is transacted.
2. If the bidder is a corporation, this bid must be executed by its duly authorized officials.

City of Black Diamond
PO Box 599
Black Diamond, WA 98010

Project: 2013 Overlay Project, SE 288th Street
Bid Opening: May 6, 2013

| | | | Bidder & Address | | | Lakeside Industries 18808 SE 256th St. Covington, WA 98042 | | Lakeridge Paving PO Box 8500 Covington, WA 98042 | | Watson Asphalt Paving PO Box 845 Redmond, WA 98073-0845 | |
|----------------------------------|---------|--|------------------------|--------|------|--|---------------------|--|---------------------|---|---------------------|
| Item | Section | Item Description | | Unit | Qty. | Unit Bid | Amount | Unit Bid | Amount | Unit Bid | Amount |
| 1 | 1-09 | Mobilization (not to exceed 10% of total bid) | | LS | 1 | \$10,000.00 | \$10,000.00 | \$4,800.00 | \$4,800.00 | \$7,660.00 | \$7,660.00 |
| 2 | 1-10 | Project Temporary Traffic Control | | LS | 1 | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$12,100.00 | \$12,100.00 |
| 3 | 2-02 | Remove Asphalt Concrete Pavement | | SY | 2355 | \$6.00 | \$14,130.00 | \$7.80 | \$18,369.00 | \$6.60 | \$15,543.00 |
| 4 | 5-04 | Planing Bituminous Pavement | | SY | 250 | \$10.00 | \$2,500.00 | \$19.27 | \$4,817.50 | \$6.40 | \$1,600.00 |
| 5 | 4-04 | Crushed Surfacing Top Course | | TON | 10 | \$20.00 | \$200.00 | \$35.00 | \$350.00 | \$35.00 | \$350.00 |
| 6 | 5-04 | HMA Cl. 1 In. PG-64-22 for Pavement Repair | | TON | 535 | \$75.00 | \$40,125.00 | \$90.00 | \$48,150.00 | \$94.40 | \$50,504.00 |
| 7 | 5-04 | HMA Cl. 1/2 In. PG 64-22 for Overlay | | TON | 795 | \$65.00 | \$51,675.00 | \$74.50 | \$59,227.50 | \$73.40 | \$58,353.00 |
| 8 | 5-04 | Crack Sealing Crew (Including Equipment) | | HR | 8 | \$350.00 | \$2,800.00 | \$126.50 | \$1,012.00 | \$550.00 | \$4,400.00 |
| 9 | 5-04 | Hot Asphalt Sealant for Crack Sealing | | GALLON | 40 | \$3.00 | \$120.00 | \$13.20 | \$528.00 | \$15.00 | \$600.00 |
| 10 | 8-13 | Adjust Existing Monument Case & Cover to Grade | | EA | 6 | \$300.00 | \$1,800.00 | \$220.00 | \$1,320.00 | \$460.00 | \$2,760.00 |
| 11 | 8-13 | Adjust Existing Gas Valve to Grade | | EA | 3 | \$300.00 | \$900.00 | \$220.00 | \$660.00 | \$460.00 | \$1,380.00 |
| 12 | 8-22 | Paint Line | | LF | 7851 | \$0.30 | \$2,355.30 | \$0.43 | \$3,375.93 | \$0.35 | \$2,747.85 |
| TOTAL CONTRACT AMOUNT BID | | | | | | | \$141,605.30 | | \$157,609.93 | | \$157,997.85 |

There were no errors in bidding

City of Black Diamond
PO Box 599
Black Diamond, WA 98010

Project: 2013 Overlay Project, SE 288th Street
Bid Opening: May 6, 2013

| | | | Bidder & Address | | ICON Materials 1508 Valentine Ave. SE Pacific, WA 98047-2103 | | Northwest Asphalt PO Box 2260 Renton, WA 98056-0260 | | Engineer's Estimate | |
|----------------------------------|---------|--|------------------------|------|--|---------------------|---|---------------------|---------------------|---------------------|
| Item | Section | Item Description | Unit | Qty. | Unit Bid | Amount | Unit Bid | Amount | Unit Bid | Amount |
| 1 | 1-09 | Mobilization (not to exceed 10% of total bid) | LS | 1 | \$5,000.00 | \$5,000.00 | \$2,350.00 | \$2,350.00 | \$15,399.05 | \$15,399.05 |
| 2 | 1-10 | Project Temporary Traffic Control | LS | 1 | \$6,926.00 | \$6,926.00 | \$11,850.00 | \$11,850.00 | \$6,500.00 | \$6,500.00 |
| 3 | 2-02 | Remove Asphalt Concrete Pavement | SY | 2355 | \$8.50 | \$20,017.50 | \$8.00 | \$18,840.00 | \$5.50 | \$12,952.50 |
| 4 | 5-04 | Planing Bituminous Pavement | SY | 250 | \$7.10 | \$1,775.00 | \$13.80 | \$3,450.00 | \$4.15 | \$1,037.50 |
| 5 | 4-04 | Crushed Surfacing Top Course | TON | 10 | \$64.00 | \$640.00 | \$12.00 | \$120.00 | \$15.00 | \$150.00 |
| 6 | 5-04 | HMA Cl. 1 In. PG-64-22 for Pavement Repair | TON | 535 | \$96.00 | \$51,360.00 | \$89.00 | \$47,615.00 | \$100.00 | \$53,500.00 |
| 7 | 5-04 | HMA Cl. 1/2 In. PG 64-22 for Overlay | TON | 795 | \$74.80 | \$59,466.00 | \$86.00 | \$68,370.00 | \$71.45 | \$56,802.75 |
| 8 | 5-04 | Crack Sealing Crew (Including Equipment) | HR | 8 | \$750.00 | \$6,000.00 | \$425.00 | \$3,400.00 | \$200.00 | \$1,600.00 |
| 9 | 5-04 | Hot Asphalt Sealant for Crack Sealing | GALLON | 40 | \$11.00 | \$440.00 | \$10.50 | \$420.00 | \$50.00 | \$2,000.00 |
| 10 | 8-13 | Adjust Existing Monument Case & Cover to Grade | EA | 6 | \$380.00 | \$2,280.00 | \$330.00 | \$1,980.00 | \$300.00 | \$1,800.00 |
| 11 | 8-13 | Adjust Existing Gas Valve to Grade | EA | 3 | \$350.00 | \$1,050.00 | \$330.00 | \$990.00 | \$200.00 | \$600.00 |
| 12 | 8-22 | Paint Line | LF | 7851 | \$0.50 | \$3,925.50 | \$0.50 | \$3,925.50 | \$0.21 | \$1,648.71 |
| TOTAL CONTRACT AMOUNT BID | | | | | | \$158,880.00 | | \$163,310.50 | | \$153,990.51 |

There were no errors in bidding

Capital Improvement Plan 2013 - 2018

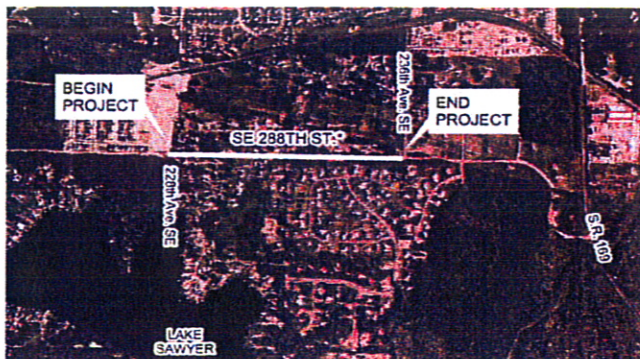
Project for the **Street Department** **# T2**

PROJECT TITLE **SE 288th Street Overlay**

DESCRIPTION Patch and overlay the existing roadway from 228th Ave SE to 236th Ave SE.

BACKGROUND The city completed the overlay of the west half of the project from 224th to 216th in 2011. The City will continue to seek TIB pavement preservation grant funding for the second half.

| | | Capital Plan 2013 - 2018 | | | | | | |
|---------------------------|--|------------------------------------|---------|------|------|------|------|------|
| CAPITAL PROJECT COSTS | | Total \$ Requested 2013-2018 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 |
| Construction Engineering | | 10,000 | 10,000 | | | | | |
| Construction Costs | | 140,000 | 140,000 | | | | | |
| TOTAL COSTS | | 150,000 | 150,000 | - | - | - | - | - |
| | | | | | | | | |
| REQUESTED FUNDING | | Total \$ Requested 2013-2018 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 |
| Grants TIB | | 130,000 | 130,000 | | | | | |
| In-Kind Match | | 10,000 | 10,000 | | | | | |
| Real Estate Excise Tax II | | 10,000 | 10,000 | | | | | |
| TOTAL SOURCES | | 150,000 | 150,000 | - | - | - | - | - |



CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

| ITEM INFORMATION | | |
|--|-----------------------------------|------|
| SUBJECT: Resolution No. 13-874, authorizing a grant application to the King County Community Development Block Grant (CDBG) Program for the 0.5 MG Water Tank Repainting project. | Agenda Date: May 16, 2013 | |
| | AB13-042 | |
| | Department/Committee/Individual | |
| | Mayor Rebecca Olness | |
| | City Administrator –Mark Hoppen | |
| | City Attorney –Chris Bacha | |
| | City Clerk – Brenda L. Martinez | |
| | Finance – May Miller | |
| | Public Works – Seth Boettcher | |
| | Economic Devel. – Andy Williamson | X |
| Cost Impact: \$215,000 potential revenue | Police – Jamey Kiblinger | |
| Fund Source: King County CDBG | Court – Stephanie Metcalf | |
| Timeline: May 2013 | Comm. Dev. – Stacey Welsh | |
| Attachments: Resolution No. 13-874 | | |
| <p>SUMMARY STATEMENT:</p> <p>The Project: The 0.5 MG water tank was constructed in the mid 80's. The initial paint coating on a steel water tank will typically last 20 years. The City has done some touch up paint maintenance over the years. The coating of the tank (outside and inside) is now at a critical point where further delay will require the tank to be sandblasted to bare metal and re-primed and painted. If the water tank is repainted now, the tank could be spot treated in areas of corrosion and then over-coated. The tank needs a secondary access installed to meet current requirements.</p> <p>Funding Opportunity: There is a possibility that this project and the benefit area will meet the Community Development Block Grant (CDBG) funding requirements. The King County CDBG now requires that applications submitted by cities must be signed by the Mayor and authorized by the City Council. A copy of the City Council minutes authorizing the submittal of the CDBG application must be included with the application.</p> <p>Other funding efforts and options: The 0.5 MG Water Tank Repainting Project has been on the City's Capital Improvement Program. Last year the City was selected and approved for a Public Works Trust Fund Loan but the state legislature pulled the funding from the loan program. If this grant is not available the City will reapply for a PWTF loan again this summer. If no outside funding assistance can be obtained the City could fund the project with an inter-fund loan.</p> | | |
| COMMITTEE REVIEW AND RECOMMENDATION: | | |
| <p>RECOMMENDED ACTION: MOTION to adopt Resolution No. 13-874, authorizing the Mayor to execute a grant application to the King County CDBG program for the 0.5 MG Water Tank Repainting project.</p> | | |
| RECORD OF COUNCIL ACTION | | |
| Meeting Date | Action | Vote |
| | | |

RESOLUTION NO. 13-874

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING A GRANT APPLICATION TO THE KING
COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) PROGRAM FOR THE 0.5 MG WATER TANK
REPAINTING PROJECT**

WHEREAS, the Community Development Block Grant (CDBG) program now requires that grant applications submitted by cities be signed by the Mayor and authorized by the City Council; and

WHEREAS, a copy of the City Council meeting minutes must be submitted with the application; and

WHEREAS, the 0.5 MG Water Tank Repainting project is on the City's Capital Improvement Program; and

WHEREAS, City staff is seeking \$215,000 in this grant application;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute a grant application to the King County CDBG program for the 0.5 MG Water Tank Repainting project.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF MAY, 2013.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

| ITEM INFORMATION | | |
|---|-----------------------------------|---------------------|
| SUBJECT: Resolution No. 13-875, authorizing a grant application to the King County Community Development Block Grant (CDBG) Program for the Downtown Asbestos Water Main Replacement and Looping project. | Agenda Date: | May 16, 2013 |
| | | AB13-043 |
| | Department/Committee/Individual | |
| | Mayor Rebecca Olness | |
| | City Administrator –Mark Hoppen | |
| | City Attorney –Chris Bacha | |
| | City Clerk – Brenda L. Martinez | |
| | Finance – May Miller | |
| | Public Works – Seth Boettcher | |
| | Economic Devel. – Andy Williamson | X |
| Cost Impact: \$225,000 potential revenue | Police – Jamey Kiblinger | |
| Fund Source: King County CDBG | Court – Stephanie Metcalf | |
| Timeline: May 2013 | Comm. Dev. – Stacey Welsh | |
| Attachments: Resolution No. 13-875 | | |
| <p>SUMMARY STATEMENT:</p> <p>The need for the Project: The downtown area (including Railroad Ave., Baker St., 1st Ave., Commission Ave., and Miner St.) is currently served by an aging asbestos water main and corroded iron pipe. Many of the asbestos water mains were installed in the 1950's and 60's. This pipe is nearing its useful life. When asbestos pipe fails it typically will break open completely in dramatic large leaks. There are higher maintenance costs associated with asbestos pipe as the maintenance crews must take special precautions to avoid contamination hazards associated with asbestos.</p> <p>There are dead end lines that limit fire flow and reduce water quality unless flushed frequently. There are three hydrants in this area that do not meet the city standard for fire flow. The City has 27,640 feet of asbestos and 2 inch galvanized pipe that need to be replaced in the next 20 years.</p> <p>Project Planning: This water main replacement project was selected in an area of the City that will likely meet the low income requirements of the CDBG grant program. The Downtown Asbestos Water Main Replacement and Looping Project is a recommended addition to the City's Capital Improvement Program Update. The project constructs water main loops to eliminate several dead end lines and replaces existing asbestos pipe in the Baker Street area west of the Post Office. This project should rate fairly well for CDBG Funding because of the asbestos pipe replacement and the percentage of low income in the benefit area.</p> <p>Project Funding: The Community Development Block Grant (CDBG) Program now requires that applications submitted by cities must be signed by the Mayor and authorized by the City Council. A copy of the City Council minutes authorizing the submittal of the CDBG application must be included with the application.</p> | | |
| COMMITTEE REVIEW AND RECOMMENDATION: | | |
| RECOMMENDED ACTION: MOTION to adopt Resolution No. 13-875, authorizing the Mayor to execute a grant application to the King County CDBG program for the Downtown Asbestos Water Main Replacement and Looping project. | | |

| RECORD OF COUNCIL ACTION | | |
|--------------------------|---------------|-------------|
| <i>Meeting Date</i> | <i>Action</i> | <i>Vote</i> |
| May 16, 2013 | | |
| | | |
| | | |

RESOLUTION NO. 13-875

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING A GRANT APPLICATION TO THE KING
COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) PROGRAM FOR THE DOWNTOWN ASBESTOS
WATER MAIN REPLACEMENT AND LOOPING PROJECT**

WHEREAS, the Community Development Block Grant (CDBG) program now requires that grant applications submitted by cities be signed by the Mayor and authorized by the City Council; and

WHEREAS, a copy of the City Council meeting minutes must be submitted with the application; and

WHEREAS, the Downtown Asbestos Water Main Replacement and Looping project is a recommended addition to the City's Capital Improvement Program; and

WHEREAS, City staff is seeking \$225,000 in this grant application;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute a grant application to the King County CDBG program for the Downtown Asbestos Water Main Replacement and Looping project.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF MAY, 2013.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

| ITEM INFORMATION | | |
|---|-----------------------------------|----------|
| SUBJECT: Resolution No. 13-876, Authorizing the Public Works Department to hire Lakes Electric Inc. to wire the generator at the shop for backup power. | Agenda Date: May 16, 2013 | |
| | AB13-44 | |
| | Department/Committee/Individual | |
| | Mayor Rebecca Olness | |
| | City Administrator –Mark Hoppen | |
| | City Attorney –Chris Bacha | |
| | City Clerk – Brenda L. Martinez | |
| | Finance – May Miller | |
| | Public Works – Seth Boettcher | |
| Cost Impact: \$3,251 | Economic Devel. – Andy Williamson | X |
| Fund Source: Equipment Reserve Fund | Police – Jamey Kiblinger | |
| Timeline: May/June 2013 | Court – Stephanie Metcalf | |
| | Comm. Dev. – Stacey Welsh | |
| Attachments: Resolution No. 13-876; bid | | |
| BACKGROUND: The City received a city owned 10 kilowatt diesel generator surplused and returned from our local fire department. The City had planned to use it for backup power for the Emergency Operations Center and the Police station. However the generator was not large enough to carry the needed loads at the police building. FEMA then covered the cost of the new larger generator for the police building & EOC in 2012. | | |
| Installation: Public Works staff has obtained a building permit, prepared a spot for the installation of the generator, and has installed the generator to support the shop and public works facilities during a power outage. The only remaining work required on the permit is this electrical connection. The work to date has been charged to the shop maintenance costs. | | |
| Funding: Additional funding is needed for the electrical permit and wiring. City staff has received 3 bids and, upon approval of funding for this project, the staff will award the bid to the low bidder and complete the work. | | |
| Since this installation of the generator will be an improvement to the shop and all of the major Public Works departments will benefit, the staff is recommending that the funding come from the equipment replacement fund. Each year the water, sewer, street and storm department have been contributing \$10,000 to the equipment fund. Currently there is over \$100,000 is reserve funds in this account. | | |
| COMMITTEE REVIEW AND RECOMMENDATION: | | |
| RECOMMENDED ACTION: MOTION to adopt Resolution No. 13-876, authorizing the Public Works Department to hire Lakes Electric Inc. to wire the generator at the shop for backup power. | | |
| RECORD OF COUNCIL ACTION | | |
| Meeting Date | Action | Vote |
| May 16, 2013 | | |
| | | |
| | | |

RESOLUTION NO. 13-876

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO
HIRE LAKES ELECTRIC INC. TO WIRE THE GENERATOR
AT THE SHOP FOR BACKUP POWER**

WHEREAS, the City shop is in need of backup power during power outages; and

WHEREAS, the City came into ownership of a 10 kilowatt diesel generator from the surplus of our local fire department; and

WHEREAS, City staff solicited bids from three electrical contractors to wire the generator to the City shop; and

WHEREAS, Lakes Electric Inc. was the lowest bidder; and

WHEREAS, Lakes Electric Inc. is on the small works roster; and

WHEREAS, funding for this project will come out of the Equipment Reserve Fund;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

Section 1. The Public Works Department is authorized to hire Lakes Electric Inc. to wire the generator at the shop for backup power.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF MAY, 2013.**

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

Dan Dalsanto

From: Pat Boyd <lakeselectric@gmail.com>
Sent: Saturday, April 20, 2013 8:40 AM
To: Dan Dalsanto
Subject: QUOTE FROM LAKES ELECTRIC.

LAKES ELECTRIC PROPOSES THE FOLLOWING:

INSTALL A 200 AMP RAINITITE 250 VOLT NON FUSED TRANSFER SWITCH AT MAIN SERVICE.

WIRE ABOVE SWITCH INTO EXISTING METER AND BREAKER PANEL.

INSTALL AN ADDITIONAL GROUND ROD AS PER CODE.

RUN CONDUIT AND WIRE FROM TRANSFER SWITCH TO GENERATOR.

INSTALL A FUSED SWITCH AT GENERATOR AS PER CODE.

WIRE IN MOTORIZED DAMPER TO START WITH GENERATOR.

INSTALL GROUNDING TO GENERATOR.

UPDATE GROUNDING IN BUILDING.

PRICE:3,251.00 DOLLARS.

DAN IF YOU HAVE ANY QUESTIONS PLEASE GIVE ME A CALL, THANK YOU.

Does this include the cost of the LEI permit? (yes. Bill)

PAT BOYD

LAKES ELECTRIC INC.