



CITY OF BLACK DIAMOND

May 16, 2016, 6:30 p.m. – Special Council Meeting and
Budget/Finance/Administration Council Committee Meeting Agenda
25510 Lawson St., Black Diamond, Washington

Pursuant to Rules of Procedure of the City Council of Black Diamond, Washington, Section 18, this Standing Committee Meeting is also noticed as a Special Council Meeting whose agenda is limited to committee business. In this meeting only the rules and procedures applicable to committees apply and not those applicable to the full council meetings.

Agenda

Budget/Finance/Administration Council Committee
(Chair Brian Weber, Erika Morgan, Janie Edelman)

This committee's work scope includes: matters related to the financial issues of the City, including the annual and long term capital budgets and plans including but not limited to revenues and expenditures, sales of bonds, general fiscal and financial conditions, voucher approval, rates and fees, audit and operations of the City, including but not limited to, facilities and properties computerization, periodic budget and financial reports, and policy matters related to personnel. This Committee may also consider matters not included in other Committee's scopes of authority.

CALL TO ORDER, ROLL CALL

APPROVAL OF MINUTES FROM PRIOR MEETING(S)

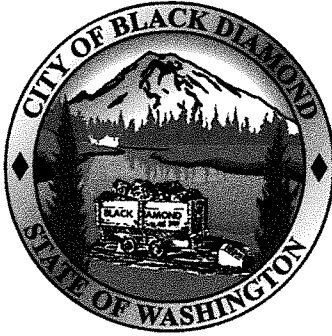
- 1) Public Comment on topics in this committee's scope or on agenda items.
- 2) Claim Checks for May 19, 2016
- 3) Discussion of AB16-032 Resolution Authorizing Contract with Lakeridge Paving Company LLC

Action may be taken in the form of a recommendation to place this Resolution on the next full council meeting agenda.*

- 4) Discussion of upcoming Audit Exit Review
- 5) Discussion of Committee work program and future agendas.

ADJOURNMENT

* Per Black Diamond City Council Rule of Procedure 18.1.1: No ordinance or resolution shall be placed on the Council Agenda for enactment unless it has received a "do-pass" or "no recommendation" recommendation by a Council Standing Committee.



CERTIFICATION

Date: May 19, 2016

Check No.'s/EFT	Batch Name	Amount
	Pre-Council April Month End EFT's	\$ 1,406.88
43513-43514	Early Release Cks May 2nd Council 5/19/16	\$ 1,557.68
43515-43568	May 2nd Council 5/19/2016	\$ 786,004.84
	Total Vouchers	788,969.40

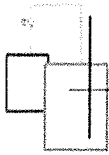
I, THE UNDERSIGNED DO HEREBY CERTIFY UNDER THE PENALTY OF PERJURY, THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED AND OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF BLACK DIAMOND, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.



MAY MILLER, FINANCE DIRECTOR

5-12-2016
DATE

COUNCILMEMBERS



Register

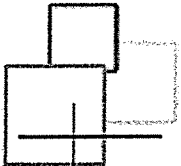
Fiscal: 2016

Deposit Period: 2016 - May, 2016 - April

Check Period: 2016 - May - Pre-Council May 2nd Council, 2016 - May - 2nd Council, 2016 - April - Pre-Council Month End EFT's

Number	Name	Print Date	Amount
Columbia Bank		7000644026	
Check			
<u>43513</u>	Granite Telecommunications	5/11/2016	\$86.31
<u>43514</u>	US Bank Equipment Finance	5/11/2016	\$1,471.37
<u>43515</u>	ADT Security Services (PA)	5/19/2016	\$49.58
<u>43516</u>	AHBL, Inc.	5/19/2016	\$7,800.00
<u>43517</u>	Alister & Sally Sloley	5/19/2016	\$683.72
<u>43518</u>	Alliance 2020, Inc	5/19/2016	\$30.00
<u>43519</u>	Auburn Sports & Marine, Inc.	5/19/2016	\$4,692.08
<u>43520</u>	Black Diamond Auto Parts	5/19/2016	\$126.46
<u>43521</u>	Blumenthal Uniforms & Equipment	5/19/2016	\$9.63
<u>43522</u>	Brown's Automotive Inc.	5/19/2016	\$273.66
<u>43523</u>	Carolyn Seimears	5/19/2016	\$378.87
<u>43524</u>	CenturyLink (WA)	5/19/2016	\$849.28
<u>43525</u>	CHS/Cenex	5/19/2016	\$1,039.12
<u>43526</u>	City of Black Diamond	5/19/2016	\$1,363.70
<u>43527</u>	City of Covington	5/19/2016	\$1,403.00
<u>43528</u>	Comcast (34744)	5/19/2016	\$231.14
<u>43529</u>	Comcast (PA)	5/19/2016	\$394.93
<u>43530</u>	Daily Journal of Commerce	5/19/2016	\$48.40
<u>43531</u>	Dept of Commerce	5/19/2016	\$320,429.21
<u>43532</u>	Enumclaw School Dist.#216	5/19/2016	\$56,298.20
<u>43533</u>	Ferguson Waterworks	5/19/2016	\$1,932.01
<u>43534</u>	Gall's LLC	5/19/2016	\$205.11
<u>43535</u>	Home Depot Credit Service	5/19/2016	\$285.41
<u>43536</u>	Honey Bucket/Northwest Cascade Inc.	5/19/2016	\$87.00
<u>43537</u>	Johnsons Home & Garden	5/19/2016	\$226.03
<u>43538</u>	King Co Radio Comm Services	5/19/2016	\$1,326.01
<u>43539</u>	KING COUNTY FINANCE	5/19/2016	\$43,618.89
<u>43540</u>	King County Fire District 44	5/19/2016	\$247,505.08
<u>43541</u>	King County Prosecuting Attorney	5/19/2016	\$152.14
<u>43542</u>	Mark Klinkhammer	5/19/2016	\$115.01
<u>43543</u>	Modular Space Corp	5/19/2016	\$5,412.63
<u>43544</u>	Morris Law PC	5/19/2016	\$7,134.80
<u>43545</u>	North West Instrument Services	5/19/2016	\$249.78
<u>43546</u>	O'Brien, Barton, & Hopkins, PLLP	5/19/2016	\$2,500.00
<u>43547</u>	Office Products Nationwide	5/19/2016	\$295.92
<u>43548</u>	Olympic Environmental Resources	5/19/2016	\$8,517.89
<u>43549</u>	Orkin Commercial Services	5/19/2016	\$195.35
<u>43550</u>	Orvella Capponi	5/19/2016	\$58.38
<u>43551</u>	Public Safety Testing, Inc	5/19/2016	\$193.00
<u>43552</u>	Puget Sound Energy	5/19/2016	\$6,748.20
<u>43553</u>	Reber Ranch, Inc.	5/19/2016	\$217.08
<u>43554</u>	Regional Animal Services of King County	5/19/2016	\$60.00
<u>43555</u>	Republic Services, Inc. #176	5/19/2016	\$658.36

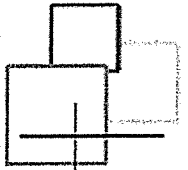
<u>43556</u>	RH2 Engineering Inc.	5/19/2016	\$37,015.79
<u>43557</u>	Ron & Leo's Welding Service	5/19/2016	\$35.48
<u>43558</u>	Russell Cahill	5/19/2016	\$10,000.00
<u>43559</u>	Secure Pacific Corporation	5/19/2016	\$182.55
<u>43560</u>	Severson's Building Maint	5/19/2016	\$1,550.00
<u>43561</u>	Shred-It USA	5/19/2016	\$44.23
<u>43562</u>	Susan Cappoini	5/19/2016	\$102.77
<u>43563</u>	Utilities Underground	5/19/2016	\$64.68
<u>43564</u>	VenTek International	5/19/2016	\$90.00
<u>43565</u>	Verizon Wireless	5/19/2016	\$1,212.81
<u>43566</u>	Voice of The Valley	5/19/2016	\$631.50
<u>43567</u>	Washington State Treasurer	5/19/2016	\$11,169.97
<u>43568</u>	Water Management Laboratories, Inc.	5/19/2016	\$110.00
<u>EFT Payment</u>	Dept of Licensing-Firearms Online	4/30/2016	\$156.00
<u>EFT Payment</u>	U.S. Postal Service (Black Diamond)	4/30/2016	\$650.88
<u>EFT Payment</u>	U.S. Postal Service (CMRS-FP)	4/30/2016	\$600.00
	Total		\$788,969.40



Voucher Directory

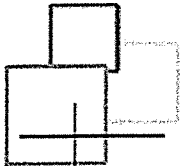
Vendor	Number	Reference	Account Number	Description	Amount
Dept of Licensing-Firearms Online					
EFT Payment 5/11/2016 12:32:41 PM - 1					
2016 - April - Pre-Council Month End EFT's					
040616 DOLFA					
April CPL					
633-000-000-386-11-00-00 Gun Permits to DOL					
CPL-BD0000046, BD000084-87					
Total 040616 DOLFA					
041316 DOLFA					
April CPL					
633-000-000-386-11-00-00 Gun Permits to DOL					
CPL-BD0000088-89					
Total 041316 DOLFA					
042216 DOLFA					
April CPL					
633-000-000-386-11-00-00 Gun Permits to DOL					
CPL-BD0000090-91					
Total 042216 DOLFA					
Total EFT Payment 5/11/2016 12:32:41 PM - 1					
\$39.00					
Total Dept of Licensing-Firearms Online					
U.S. Postal Service (Black Diamond)					
EFT Payment 5/11/2016 12:32:41 PM - 2					
2016 - April - Pre-Council Month End EFT's					
040416 USPSBD					
April Bulk Postage					
401-000-000-634-80-42-01 Postage					
407-000-000-635-80-42-01 Postage					
410-000-000-631-10-42-01 Postage					
Total 040416 USPSBD					
\$162.72					
Total EFT Payment 5/11/2016 12:32:41 PM - 2					
\$162.72					
Total U.S. Postal Service (Black Diamond)					
U.S. Postal Service (CMRS-FP)					
EFT Payment 5/11/2016 12:32:41 PM - 3					
2016 - April - Pre-Council Month End EFT's					
040716 CMRS-FP					
March 30-April 6					
001-000-180-518-90-42-00 Postage					
Total 040716 CMRS-FP					
\$200.00					
\$200.00					

Vendor	Number	Reference	Account Number	Description	Amount
		041116 CMRS-FP			
			April 7-April 11		
			001-000-180-518-90-42-00	Postage	\$200.00
		Total 041116 CMRS-FP			\$200.00
		041616 CMRS-FP			
			April 12-April 15		
			001-000-180-518-90-42-00	Postage	\$200.00
		Total 041616 CMRS-FP			\$200.00
		Total EFT Payment 5/11/2016 12:32:41 PM - 3			\$600.00
		Total U.S. Postal Service (CMRS-FP)			\$600.00
		Grand Total	Vendor Count	3	\$1,406.88



Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
Granite Telecommunications					
	43513	024713525 GC		2016 - May - Pre-Council May 2nd Council	
				April and May Services	
			001-000-248-518-20-42-00	MDRT Telephone, Fax, Internet costs	\$19.85
			001-000-254-518-20-42-00	Facilities-Communication	\$66.46
		Total 024713525 GC			\$86.31
	Total 43513				\$86.31
Total Granite Telecommunications					
US Bank Equipment Finance					
	43514	303340640		2016 - May - Pre-Council May 2nd Council	
				April Services	
			001-000-210-521-10-45-00	Lease Payments - US Bank/Copier	\$193.03
			001-000-248-594-18-64-00	MDRT-Computer/Printer	\$1,085.31
			001-000-254-518-20-45-04	Facilities Copier Maint Lease	\$1,471.37
		Total 303340640			\$1,471.37
	Total 43514				\$1,471.37
Total US Bank Equipment Finance					
Grand Total		Vendor Count	2		\$1,557.68



Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
ADT Security Services (PA)					
	43515	586130765		2016 - May - 2nd Council	
				May 12 to June 11, 2016 Services	
				001-000-248-518-20-49-02	MDRT Bldg Security Costs
				001-000-254-518-20-49-00	Facilities Security
		Total 586130765			\$19.83
					\$29.75
					\$49.58
					\$49.58
					\$49.58
Total ADT Security Services (PA)					
AHBL, Inc.	43516	97797		2016 - May - 2nd Council	
				001-000-240-558-60-41-06	Prof Svs-Gen Gvt Planner
				CD-On Site Planning Assistance	
		Total 97797			\$6,400.00
		97798		310-000-025-558-60-41-00	Comp Plan Update-Prof Svs
				CD-Comp Plan Review	
		Total 97798			\$1,400.00
					\$1,400.00
					\$7,800.00
					\$7,800.00
Total AHBL, Inc.					
Alister & Sally Sloley	43517	3279.0		2016 - May - 2nd Council	
				410-000-000-343-83-00-00	Stormwater Charges
				Refund of Water Overpayment Act 3279.0	
		Total 3279.0			\$683.72
					\$683.72
					\$683.72
					\$683.72
Total Alister & Sally Sloley					
Alliance 2020, Inc	43518	547826		2016 - May - 2nd Council	
				001-000-213-521-10-41-04	Civil Service-Hiring Evaluations
				Police-Credit Report for Sergeagant Application	
		Total 547826			\$30.00
					\$30.00
					\$30.00
					\$30.00
Total Alliance 2020, Inc					

Voucher Number	Reference	Account Number	Description	Amount
Auburn Sports & Marine, Inc.				
43519	45501	001-000-215-521-14-48-00	2016 - May - 2nd Council Marine Grt-Repair & Mtc.	\$4,692.08
			Police-Marine Boat Repairs	
Total 43519	Total 45501			\$4,692.08
Total Auburn Sports & Marine, Inc.				
Black Diamond Auto Parts				\$4,692.08
43520	410561		2016 - May - 2nd Council	
			April Purchase	
		001-000-270-576-80-31-01	Parks Office Supplies	\$5.06
			PW Utilites-Grease, Bolots, White Krylon Paint	
		001-000-280-536-20-31-00	Cemetery Office Supplies	\$2.53
			PW Utilites-Grease, Bolots, White Krylon Paint	
		101-000-000-542-90-31-00	Office Supplies	\$27.82
			PW Utilites-Grease, Bolots, White Krylon Paint	
		401-000-000-534-80-31-02	Office Supplies	\$30.35
			PW Utilites-Grease, Bolots, White Krylon Paint	
		407-000-000-535-80-31-02	Office Supplies	\$30.35
			PW Utilites-Grease, Bolots, White Krylon Paint	
		410-000-000-531-10-31-00	Office Supplies	\$30.35
			PW Utilites-Grease, Bolots, White Krylon Paint	
Total 43520	Total 410561			\$126.46
Total Black Diamond Auto Parts				
Blumenthal Uniforms & Equipment				\$126.46
43521	5123117		2016 - May - 2nd Council	
		001-000-210-521-10-31-04	Uniforms	\$9.63
			Police-Sheriff Star Embroidery Design	
Total 43521	Total 5123117			\$9.63
Total Blumenthal Uniforms & Equipment				
Brown's Automotive Inc.				\$9.63
43522	5662		2016 - May - 2nd Council	
		001-000-210-521-10-48-01	Vehicle Maintenance & Repair	\$215.45
			Police-Oil Change, Repairs for 2012 Chevy Tahoe	
Total 43522	Total 5662			\$215.45
	5709	001-000-180-518-50-48-03	Vehicle Repairs & Maintenance	\$58.21

Vendor	Number	Reference	Account Number	Description	Amount
Facilities-2002 Chev Colorado Oil Change					
Total 43522		Total 5709			\$58.21
Total Brown's Automotive Inc.					\$273.66
Carolyn Seimears					\$273.66
43523					
		3265.0		2016 - May - 2nd Council	
			410-000-000-343-83-00-00	Stormwater Charges	\$378.87
				Refund of Water Overpayment Act 3265.0	
Total 43523		Total 3265.0			\$378.87
Total Carolyn Seimears					\$378.87
CenturyLink (WA)					\$378.87
43524					
		042316 CL		2016 - May - 2nd Council	
				April to May Services	
			001-000-120-512-50-42-00	Telephone/DSL	\$44.94
			001-000-214-521-20-42-00	Police Telephone/DSL/Air Cards	\$75.92
			001-000-214-521-20-42-00	Police Telephone/DSL/Air Cards	\$140.13
			001-000-214-521-20-42-00	Police Telephone/DSL/Air Cards	\$60.06
			001-000-270-576-80-42-00	Telephone/DSL/Radios	\$4.80
			001-000-280-536-20-42-00	Telephone, DSL & Radios	\$2.40
			101-000-000-542-90-42-01	Telephone/DSL/Radios	\$26.43
			401-000-000-534-80-42-00	Telephone/DSL/Radios	\$264.96
			401-000-000-534-80-42-00	Telephone/DSL/Radios	\$28.83
			407-000-000-535-80-42-00	Telephone/DSL/Radios	\$49.37
			407-000-000-535-80-42-00	Telephone/DSL/Radios	\$28.83
			407-000-000-535-80-42-00	Telephone/DSL/Radios	\$40.61
			407-000-000-535-80-42-00	Telephone/DSL/Radios	\$53.17
			410-000-000-531-10-42-00	Telephone/DSL/Radios	\$28.83
Total 042316 CL					\$849.28
Total 43524					\$849.28
Total CenturyLink (WA)					\$849.28
CHS/Cenex					\$849.28
43525					
		043016 CHS		2016 - May - 2nd Council	
				April Fuel	
			001-000-180-518-50-32-01	Fuel-Central Services	\$424.30
				Central Services	
			001-000-240-558-51-32-00	Fuel	\$48.00
			CD		

Vendor	Number	Reference	Account Number	Description	Amount
Total CHS/Cenex City of Black Diamond 43526	Total 43525	Total 043016 CHS	001-000-246-558-70-32-00	Fuel	\$39.24
			MDRT		
			001-000-270-576-80-32-00	Fuel	\$21.10
			Parks		
			001-000-280-536-20-32-00	Fuel	\$10.55
			Cemetary		
			101-000-000-543-50-32-00	Fuel	\$116.07
			Street		
			401-000-000-534-80-32-00	Fuel	\$126.62
			Water		
			407-000-000-535-80-32-00	Fuel	\$126.62
			Sewer		
			410-000-000-531-10-32-00	Fuel	\$126.62
			Storm		

043016 COBD					2016 - May - 2nd Council
April Services					
001-000-212-521-50-47-01	Police-Water	Water			\$102.60
001-000-212-521-50-47-02	Police-Sewer	Sewer			\$62.26
001-000-212-521-50-47-03	Police-Storm	Stormwater			\$80.00
001-000-248-518-20-47-01	City Hall - MDRT	MDRT BD Wtr, Swr, Storm			\$50.64
001-000-254-518-20-47-00	City Hall	Facilities-Utilities			\$75.95
001-000-270-575-30-47-01	Museum-Storm	Museum Water/Sewer/Storm			\$32.00
001-000-270-575-30-47-01	Museum-Water, Sewer	Museum Water/Sewer/Storm			\$100.87
001-000-270-575-51-47-01	Gym-Water	Gym-Stormwater			\$44.97
001-000-270-575-51-47-02	Gym-Sewer	Gym-Sewer			\$62.26
001-000-270-575-51-47-03	Gym-Storm	Gym-Water			\$32.00
001-000-270-576-80-47-01	Coal Car-Water	Water			\$35.63

Vendor	Number	Reference	Account Number	Description	Amount
			001-000-270-576-80-47-01	Water-Parks Water	\$3.20
			001-000-270-576-80-47-01	Water-Parks Water	\$35.63
			001-000-270-576-80-47-02	Eagle Creek-Water Sewer	\$4.98
			001-000-270-576-80-47-03	Sewer-Parks Stormwater	\$11.52
			001-000-270-576-80-47-03	Storm-Parks Stormwater	\$96.00
			001-000-280-536-20-47-01	Boat Launch-Storm Water	\$35.93
			001-000-280-536-20-47-01	Cemetery Water	\$0.80
			001-000-280-536-20-47-02	Water-Cemetery Sewer	\$1.25
			001-000-280-536-20-47-03	Sewer-Water Stormwater	\$2.88
			001-000-530-522-10-47-01	Storm-Water Water	\$36.79
			001-000-530-522-10-47-02	Fire Dept-Water Sewer	\$62.26
			001-000-530-522-10-47-03	Fire Dept-Sewer Stormwater	\$40.00
			101-000-000-543-31-47-01	Fire Dept-Storm Water	\$6.00
			101-000-000-543-31-47-01	Water-Streets Water	\$35.63
			101-000-000-543-31-47-02	Railroad Ave Itg. Sewer	\$9.34
			101-000-000-543-31-47-03	Sewer-Street Stormwater	\$21.60
			401-000-000-534-80-47-01	Storm-Street Water	\$10.01
			401-000-000-534-80-47-02	Water-Water Sewer	\$15.57
			401-000-000-534-80-47-03	Sewer-Water Stormwater	\$36.00
			407-000-000-535-80-47-01	Storm-Water Water	\$10.01
			407-000-000-535-80-47-02	Water-Sewer Sewer	\$15.57
			407-000-000-535-80-47-03	Sewer-Sewer Stormwater	\$36.00

Execution Time: 9 second(s)

Printed by BADVnoosterhof on 5/11/2016 2:12:16 PM

Voucher Directory

Voucher Number	Reference	Account Number	Description	Amount
Total City of Black Diamond City of Covington 43527	Total 43526	407-000-000-535-80-47-03	Stormwater	\$96.00
			Sewer Lagoon-Storm	
		410-000-000-531-10-47-01	Water	\$10.01
		410-000-000-531-10-47-02	Sewer	\$15.54
		410-000-000-531-10-47-03	Stormwater	\$36.00
Total City of Covington Comcast (34744) 43528	Total 43527	Total 043016 COBD		
		2016 - May - 2nd Council		
		6913		
		March Services	Bldg Official Costs	\$1,290.50
		001-000-240-558-51-41-03	CD-BO Services	\$112.50
Total Comcast (PA) 43529	Total 43528	001-000-240-558-51-41-06	Plans Examiner Costs	\$1,403.00
		CD-Planner Services		
		Total 6913		
		2016 - May - 2nd Council		
		8498 34 014 0125628 042616		\$1,403.00
Total City of Covington Comcast (PA) 43529	Total 43529	May 5 to June 4, 2016 Services		
		001-000-254-518-20-42-00	Facilities-Communication	\$231.14
		Total 8498 34 014 0125628 042616		
		2016 - May - 2nd Council		
		42618751		\$231.14
Total Comcast (PA) 43529	Total 43529	May Services		
		001-000-248-518-20-42-00	MDRT Telephone, Fax, Internet costs	\$55.29
		001-000-254-518-20-42-00	Facilities-Communication	\$236.96
		101-000-000-542-90-42-01	Telephone/DSL/Radios	\$25.67
		401-000-000-534-80-42-00	Telephone/DSL/Radios	\$25.67
Total Comcast (PA) 43529	Total 43529	407-000-000-535-80-42-00	Telephone/DSL/Radios	\$25.67
		410-000-000-531-10-42-00	Telephone/DSL/Radios	\$25.67
		Total 42618751		
		2016 - May - 2nd Council		
		42618751		\$394.93

Execution Time: 9 second(s)

Printed by BAD\moosterhof on 5/11/2016 2:12:16 PM

Voucher Directory

Vendor Number	Reference	Account Number	Description	Amount
Daily Journal of Commerce				
43530	3312546		2016 - May - 2nd Council	
		001-000-180-518-90-41-75	Advertising	\$48.40
			Facilities-RFP for City Attorney Services	
	Total 3312546			\$48.40
Total 43530				\$48.40
Total Daily Journal of Commerce				
Dept of Commerce				\$48.40
43531			2016 - May - 2nd Council	
	PWTF-256610			
		401-000-000-591-34-72-03	Principal-PWTF 02 691 005	\$11,250.00
			Black Diamond Corrosion Control Facility Construction	
		401-000-000-592-34-83-03	Interest-PWTF 02 691 005	\$393.75
			Black Diamond Corrosion Control Facility Construction	
	Total PWTF-256610			\$11,643.75
	PWTF-258889			
		401-000-000-591-34-72-00	Principal-PWTF 04 691 006	\$295,488.48
			Black Diamond Water System Inter-Tie	
		401-000-000-592-34-83-00	Interest-PWTF 04 691 006	\$13,296.98
			Black Diamond Water System Inter-Tie	
	Total PWTF-258889			\$308,785.46
Total 43531				\$320,429.21
Total Dept of Commerce				\$320,429.21
Enumclaw School Dist.#216				\$320,429.21
43532			2016 - May - 2nd Council	
	050516 ESD			
		BLD16-0014		
		001-000-240-345-83-00-00	Plan Check Review Fees	\$56,298.20
			Refund of Plan Check Fees	
	Total 050516 ESD			\$56,298.20
Total 43532				\$56,298.20
Total Enumclaw School Dist.#216				\$56,298.20
Ferguson Waterworks				\$56,298.20
43533			2016 - May - 2nd Council	
	0502920			
		April Purchase		
		401-000-000-534-80-31-01	Operating Supplies	\$1,932.01
			Water Funds-Meters	
	Total 0502920			\$1,932.01
Total 43533				\$1,932.01
Total Ferguson Waterworks				\$1,932.01

Execution Time: 10 second(s)

Printed by BAD\nnoosterhof on 5/11/2016 2:12:16 PM

Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
Gall's LLC	43534	5245377		2016 - May - 2nd Council	
			001-000-210-521-10-31-04	Uniforms	\$205.11
				Police-Diamond Grip Powder Free Gloves	
		Total 5245377			\$205.11
Total Gall's LLC	Total 43534				\$205.11
Home Depot Credit Service	43535	2594866		2016 - May - 2nd Council	
			May Purchase		
			001-000-180-518-90-31-00	Office Supplies City Hall	\$55.34
				Facilities-Automic Clock and Batteries	
		Total 2594866			\$55.34
		7565291			
			April Purchase		
			001-000-270-576-80-35-00	Small Tools & Safety Equip	\$10.59
				PW-Sander, Sanding Belts	
			001-000-280-536-20-35-00	Small Tools & Safety Equip	\$2.65
				PW-Sander, Sanding Belts	
			101-000-000-543-50-35-00	Small Tools & Equipment	\$19.85
				PW-Sander, Sanding Belts	
			401-000-000-534-80-35-00	Small Tools & Safety Equip	\$33.09
				PW-Sander, Sanding Belts	
			407-000-000-535-80-35-00	Small Tools & Safety Equipment	\$33.09
				PW-Sander, Sanding Belts	
			410-000-000-531-10-35-00	Small Tools and Safety Equipment	\$33.09
				PW-Sander, Sanding Belts	
		Total 7565291			\$132.36
		7565292			
			April Purchase		
			510-000-200-594-48-64-09	4-Wheel Drive Truck	\$97.71
				PW-New Vehicle Equipment	
		Total 7565292			\$97.71
Total Home Depot Credit Service	Total 43535				\$285.41
Honey Bucket/Northwest Cascade Inc.	43536	2-1632676		2016 - May - 2nd Council	
			April Services		
			001-000-270-576-80-31-00	Portable Restroom Facility	\$87.00

Vendor	Number	Reference	Account Number	Description	Amount
Total Honey Buckel/Northwest Cascade Inc. Johnsons Home & Garden 43537	Total 2-1632676		Parks-Rental Unit		\$87.00
	Total 43536				\$87.00
	404240		2016 - May - 2nd Council		\$87.00
			April Purchase		
			101-000-000-542-90-31-01		Operating Supplies
			Street-Gloves, Nuts & Bolts, Spray Paint		\$59.80
	Total 404240				\$59.80
	404744				
			April Purchase		
			001-000-215-521-10-31-00		Marine Operating Supplies VRF
Total 404744			Police-Marine Supplies		\$12.48
	Total 404745				\$12.48
	404745				
			April Purchase		
Total 404745			001-000-270-576-80-31-03		Operating Supplies
			Parks-Drum Liners		\$62.94
	Total 404746				\$62.94
	404746				
Total 404746			April Purchase		
			001-000-270-576-80-31-03		Operating Supplies
			PW-Vehicle Washing Supplies		\$3.64
			001-000-280-536-20-31-00		Cemetery Office Supplies
			PW-Vehicle Washing Supplies		\$1.82
			101-000-000-542-90-31-01		Operating Supplies
			PW-Vehicle Washing Supplies		\$19.98
			401-000-000-534-80-31-01		Operating Supplies
			PW-Vehicle Washing Supplies		\$21.79
			407-000-000-535-80-31-01		Operating Supplies
Total 43537			PW-Vehicle Washing Supplies		\$21.79
			410-000-000-531-10-31-00		Office Supplies
			PW-Vehicle Washing Supplies		\$21.79
	Total 404746				\$21.79
Total Johnsons Home & Garden					\$90.81
					\$226.03
					\$226.03

Vendor	Number	Reference	Account Number	Description	Amount
King Co Radio Comm Services					
	43538	10944		2016 - May - 2nd Council	
			April Services		\$1,326.01
			001-000-214-521-20-41-03	K/C 800 Mhz Radio Costs	
			Police		
		Total 10944			\$1,326.01
	Total 43538				\$1,326.01
Total King Co Radio Comm Services					
KING COUNTY FINANCE					
	43539	2071018		2016 - May - 2nd Council	
			April Services		\$33.00
			410-000-000-531-10-49-50	Merchant Card,CC, Lien Fees	
			Release of Lien Recording Fee		
		Total 2071018			\$33.00
		30013373			
			May Services		
			407-000-000-535-80-41-04	Metro Sewer Charges	\$43,459.02
		Total 30013373			\$43,459.02
		71687			
			December 2015		
			101-000-000-542-64-48-01	Traffic Signal Maintenance	\$2.88
			Street-Indirect Costs Correction of Billing		
		Total 71687			\$2.88
		74476			
			March Services		
			101-000-000-542-64-48-01	Traffic Signal Maintenance	\$123.99
			Street-Indirect Cost Correction Billing		
		Total 74476			\$123.99
	Total 43539				\$43,618.89
Total KING COUNTY FINANCE					
King County Fire District 44					
	43540	16-127		2016 - May - 2nd Council	
			January to June Services		\$247,505.08
			001-000-530-522-10-41-00	Fire Dist 44 Prof Serv	\$247,505.08
		Total 16-127			\$247,505.08
	Total 43540				\$247,505.08
Total King County Fire District 44					

Vendor	Number	Reference	Account Number	Description	Amount
King County Prosecuting Attorney					
	43541	043016 KCPA		2016 - May - 2nd Council	
			April Crime Victims		\$152.14
			633-000-000-586-00-00-01	Treasurers Trust Court	\$152.14
		Total 043016 KCPA			\$152.14
Total 43541					\$152.14
Total King County Prosecuting Attorney					
Mark Klinkhammer	43542	042916 MK		2016 - May - 2nd Council	
			410-000-000-343-83-00-00	Stormwater Charges	\$115.01
			Refund of Water Overpayment Act 3888.0		
		Total 042916 MK			\$115.01
Total 43542					\$115.01
Total Mark Klinkhammer					
Modular Space Corp	43543	501580311		2016 - May - 2nd Council	
			May Rental		\$1,958.06
			001-000-248-518-20-45-01	MDRT-Bldg Rental-Modspace	\$1,958.06
		Total 501580311			\$1,958.06
		501580320			
			May Rental		\$3,454.57
			001-000-254-518-20-45-01	Facilities-Bldg Rental/Modspace	\$3,454.57
		Total 501580320			\$5,412.63
Total 43543					\$5,412.63
Total Modular Space Corp					
Morris Law PC	43544	050416 ML		2016 - May - 2nd Council	
			April Services		\$3,101.76
			001-000-150-515-30-41-01	Legal Services-General Govt	\$198.00
			001-000-150-515-30-41-10	Legal Lawsuits/Other Charges	\$44.00
			001-000-150-515-30-41-17	Legal Costs-Public Disclosure	\$689.28
			101-000-000-543-30-41-05	Legal Costs	\$1,033.92
			401-000-000-534-80-41-04	Legal Svcs	\$1,033.92
			407-000-000-535-80-41-09	Legal Costs	\$1,033.92
			410-000-000-531-10-41-01	Legal Costs	\$7,134.80
		Total 050416 ML			\$7,134.80
Total 43544					\$7,134.80
Total Morris Law PC					

Vendor	Number	Reference	Account Number	Description	Amount
North West Instrument Services					
	43545	13095		2016 - May - 2nd Council	
			001-000-210-521-10-31-00	Operating Supplies	\$249.78
				Police-Evidence Supplies	
	Total 43545	Total 13095			\$249.78
Total North West Instrument Services					
O'Brien, Barton, & Hopkins, PLLP					
	43546	50346		2016 - May - 2nd Council	
			April Services		
			001-000-151-515-91-41-00	Court Legal-Public Defender	\$2,500.00
	Total 43546	Total 50346			\$2,500.00
Total O'Brien, Barton, & Hopkins, PLLP					
Office Products Nationwide					
	43547	840751		2016 - May - 2nd Council	
			001-000-180-518-90-31-00	Office Supplies City Hall	\$154.46
	Total 43547	Total 840751			\$154.46
		841955			
			001-000-246-558-70-31-00	Office Supplies	\$33.79
			001-000-254-518-20-31-00	Facilities Operating Supplies	\$50.68
	Total 841955	Total 841955			\$84.47
	842626				
			001-000-246-558-70-31-00	Office Supplies	\$56.99
	Total 842626				\$56.99
Total Office Products Nationwide					
Olympic Environmental Resources					
	43548	043016 OER		2016 - May - 2nd Council	
			April 30, 2016 Event		
			001-000-182-537-20-41-00	Recycling Program- KC Grant	\$8,517.89
	Total 43548	Total 043016 OER			\$8,517.89
Total Olympic Environmental Resources					
Orkin Commercial Services					
	43549	107825637		2016 - May - 2nd Council	
			March Services		
			001-000-248-518-20-49-01	MDRT Bldg Custodial Costs	\$30.11

Execution Time: 10 second(s)

Vendor	Number	Reference	Account Number	Description	Amount
		Total 107825637	001-000-254-518-20-49-01	Facilities Building Custodial	\$85.70
		96969341			\$115.81
		Total 96969341			\$79.54
		April Services	001-000-212-521-50-48-02	Police Bldg Repairs & Maintenance	\$79.54
Total Orkin Commercial Services	Total 43549				\$195.35
Orvella Capponi	43550				\$195.35
		042916 OC		2016 - May - 2nd Council	
		410-000-000-343-83-00-00		Stormwater Charges	\$58.38
		Total 042916 OC		Refund of Stormwater Overpayment Act 3591.0	\$58.38
Total Orvella Capponi	Total 43550				\$58.38
Public Safety Testing, Inc	43551				\$58.38
		2016-6642		2016 - May - 2nd Council	
		January to March Services	001-000-213-521-10-41-00	Civil Service Testing	\$193.00
		Police-Testing of Police Officer			\$193.00
Total Public Safety Testing, Inc	Total 43551				\$193.00
Puget Sound Energy	43552				\$193.00
		043016 PSE		2016 - May - 2nd Council	
		April 3 to May 5, 2016 Service			\$49.16
		001-000-212-521-50-47-00		Electric/gas	\$49.16
		Police/Court Gas-Acct 200000563300			\$397.37
		001-000-212-521-50-47-00		Electric/gas	\$397.37
		Police/Court Elec-Acct 200009377470			\$483.63
		001-000-248-518-20-47-00		MDRT Electricity	\$483.63
		MDRT Bldg Elec-Acct 200019932462			\$236.91
		001-000-270-575-30-47-00		Museum Electric/Gas	\$236.91
		Museum-Acct 200001525159			\$159.69
		001-000-270-575-51-47-00		Gym- Electricity and Gas	\$159.69
		Gym-Acct 220006098002			\$2.67
		001-000-270-576-80-47-00		Electric/Gas	\$2.67
		PW Shop-Parks-Acct 200017719507			\$1.34
		001-000-280-536-20-47-00		Electric/Gas	\$1.34
		PW Shop-Cemetery-Acct 200017719507			\$1.34

Vendor	Number	Reference	Account Number	Description	Amount
			101-000-000-542-63-47-01	Street Lighting	\$2,323.21
			Street Lights-Acct 300000003735		
			101-000-000-542-63-47-01	Street Lighting	\$193.49
			Kentlake Traffic Signal-200008062834		
			101-000-000-542-63-47-01	Street Lighting	\$14.03
			Baker St Crosswalk-Acct 200015449073		
			101-000-000-542-63-47-01	Street Lighting	\$42.84
			Cov Sawyer & 216th-Acct 200008062644		
			101-000-000-542-63-47-01	Street Lighting	\$25.16
			Roberts Drive-Acct 200024810877		
			101-000-000-543-31-47-00	Electric/Gas	\$14.69
			PW Shop-Street-Acct 200017719507		
			401-000-000-534-80-47-00	Electric/Gas	\$2,042.32
			Booster Station-Acct 200002538847		
			401-000-000-534-80-47-00	Electric/Gas	\$16.03
			PW Shop-Water-Acct 200017719507		
			401-000-000-534-80-47-00	Electric/Gas	\$23.90
			Booster Station-Acct 200008062180		
			401-000-000-534-80-47-00	Electric/Gas	\$569.52
			.5 Mil Gal Resv-Acct 200008062404		
			407-000-000-535-80-47-00	Electric/Gas	\$16.03
			PW Shop-Sewer-Acct 200017719507		
			407-000-000-535-80-47-00	Electric/Gas	\$30.73
			Dia Glen Sewer-Acct 200019391925		
			407-000-000-535-80-47-00	Electric/Gas	\$12.31
			Sewer Pump-Acct 200016310662		
			407-000-000-535-80-47-00	Electric/Gas	\$77.14
			Morganville Lift Sta-Acct 200001558101		
			410-000-000-531-10-47-00	Electric/Gas	\$16.03
			PW Shop-Drainage-Acct 200017719507		
			Total 043016 PSE		\$6,748.20
			Total 43552		\$6,748.20
			Total Puget Sound Energy		\$6,748.20
			Reber Ranch, Inc.		\$6,748.20
			43553		
			57665		
			2016 - May - 2nd Council		
			001-000-270-576-80-31-10	Community Event Supplies	\$217.08
			Parks-Grass Seed		
			Total 57665		\$217.08
			Total 43553		\$217.08
			Total Reber Ranch, Inc.		\$217.08

Execution Time: 10 second(s)

Vendor Number	Reference	Account Number	Description	Amount
Regional Animal Services of King County				
43554	042916	2016 - May - 2nd Council		
		April Services		
		633-000-000-589-00-00-01	King County Animal License	\$30.00
	Total 042916			\$30.00
	050516	May Services		
		633-000-000-589-00-00-01	King County Animal License	\$30.00
	Total 050516			\$30.00
Total 43554				\$60.00
Total Regional Animal Services of King County				
Republic Services, Inc. #176				
43555	0176-004693242	2016 - May - 2nd Council		
		April Services		
		001-000-248-518-20-47-03	MDRT-Waste Disposal Costs	\$80.08
		MDRT		
		001-000-254-518-20-47-01	Facilities-Waste Disposal	\$120.12
		City Hall		
	Total 0176-004693242			\$200.20
	0176-004693592	April Services		
		001-000-270-576-80-47-04	Waste Disposal	\$10.32
		PW-Parks		
		001-000-280-536-20-47-04	Waste Disposal	\$5.16
		PW-Cemetery		
		101-000-000-543-31-47-04	Waste Disposal	\$56.75
		PW-Street		
		401-000-000-534-80-47-04	Waste Disposal	\$61.91
		PW-Water		
		407-000-000-535-80-47-04	Waste Disposal	\$61.91
		PW-Sewer		
		410-000-000-531-10-47-04	Waste Disposal	\$61.91
		PW-Drainage		
	Total 0176-004693592			\$257.96
	0176-004693756	April Services		
		001-000-212-521-50-47-04	Waste Disposal	\$200.20
		Police		
	Total 0176-004693756			\$200.20
Total 43555				\$658.36
Total Republic Services, Inc. #176				
				\$658.36

Execution Time: 10 second(s)

Printed by BAD\moosterhof on 5/11/2016 2:12:16 PM

Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
RH2 Engineering Inc.					
	43556	64950	2016 - May - 2nd Council		
			April Services		
			001-000-257-558-70-41-02	MDRT Civil Engineering-RH2 Engineering	\$32,416.67
		Total 64950			\$32,416.67
		65007	April Services		
			402-000-003-594-34-63-06	Springs/Task 3	\$3,273.79
			PW-North Bank Artesian Spring Project		
		Total 65007			\$3,273.79
		65021	April Services		
			404-000-011-534-80-41-00	Water Comp Plan	\$1,325.33
			PW-Comp Water System Plan Update Assistance		
		Total 65021			\$1,325.33
Total 43556					\$1,325.33
Total RH2 Engineering Inc.					\$37,015.79
Ron & Leo's Welding Service					\$37,015.79
	43557	199830	2016 - May - 2nd Council		
			510-000-200-594-48-64-09	4-Wheel Drive Truck	\$35.48
			PW-Trailer Hitch Welding for New PW Truck		
		Total 199830			\$35.48
Total 43557					\$35.48
Total Ron & Leo's Welding Service					\$35.48
Russell Cahill					\$35.48
	43558	042816 RC	2016 - May - 2nd Council		
			001-000-240-345-89-99-24	Security Deposit	\$10,000.00
			Refund of Assignment of Funds Surety Deposit		
		Total 042816 RC			\$10,000.00
Total 43558					\$10,000.00
Total Russell Cahill					\$10,000.00
Secure Pacific Corporation					\$10,000.00
	43559	8403.9	2016 - May - 2nd Council		
			May 1 to July 31, 2016 Services		\$60.85
			001-000-120-512-50-49-05	Security	\$121.70
			001-000-212-521-50-49-05	Security	\$182.55
		Total 8403.9			\$182.55
Total 43559					\$182.55
Total Secure Pacific Corporation					\$182.55

Vendor	Number	Reference	Account Number	Description	Amount
Severson's Building Maint					
	43560			2016 - May - 2nd Council	
		581298		April Services	
			001-000-254-518-20-49-01	Facilities Building Custodial	\$150.00
		Total 581298			\$150.00
		581299		April Services	
			001-000-212-521-50-41-03	Police Custodial Cost	\$500.00
		Total 581299			\$500.00
		581300		April Services	
			001-000-248-518-20-49-01	MDRT Bldg Custodial Costs	\$360.00
			001-000-254-518-20-49-01	Facilities Building Custodial	\$540.00
		Total 581300			\$900.00
Total Severson's Building Maint	Total 43560				\$1,550.00
Shred-It USA					
	43561			2016 - May - 2nd Council	
		9410413411		April Services	
			001-000-120-512-50-49-04	Shredding Services	\$14.74
			001-000-180-518-90-49-04	Shredding Services	\$14.75
			001-000-210-521-10-49-05	Shredding Services	\$14.74
		Total 9410413411			\$44.23
Total Shred-It USA	Total 43561				\$44.23
Susan Cappoini				2016 - May - 2nd Council	
	43562				
		042916 SC		410-000-000-343-83-00-00	Stormwater Charges
				Refund of Water Overpayment Act 3414.0	\$102.77
		Total 042916 SC			\$102.77
Total Susan Cappoini	Total 43562				\$102.77
Utilities Underground				2016 - May - 2nd Council	
	43563				
		6030106		March Services	
			401-000-000-534-80-41-08	Locating Service	\$41.58
		Total 6030106			\$41.58

Voucher Number	Reference	Account Number	Description	Amount
	6040106	April Services		
		401-000-000-534-80-41-08	Locating Service	\$23.10
Total 43563	Total 6040106			\$23.10
Total Utilities Underground				\$64.68
Ventek International				\$64.68
43564				
	100022	2016 - May - 2nd Council		
		May Services		
		001-000-270-576-80-41-02	Venue Pay Station	\$90.00
		Parks Pay Station		
Total 100022				\$90.00
Total 43564				\$90.00
Total Ventek International				\$90.00
Verizon Wireless				\$90.00
43565				
	9763546824	2016 - May - 2nd Council		
		March 11 to April 10		
		001-000-214-521-20-42-00	Police Telephone/DSL/Air Cards	\$368.33
Total 9763546824				\$368.33
9764370112				
		March 24 to April 23		
		001-000-130-513-10-42-00	Telephone/DSL	\$40.01
		001-000-214-521-20-42-00	Police Telephone/DSL/Air Cards	\$142.54
		001-000-240-558-51-42-00	Telephone	\$55.30
		001-000-246-558-70-42-01	Telephones	\$110.60
		001-000-254-518-20-42-00	Facilities-Communication	\$55.30
		001-000-270-576-80-42-00	Telephone/DSL/Radios	\$17.63
		001-000-280-536-20-42-00	Telephone, DSL & Radios	\$8.80
		101-000-000-542-90-42-01	Telephone/DSL/Radios	\$96.96
		401-000-000-534-80-42-00	Telephone/DSL/Radios	\$105.78
		407-000-000-535-80-42-00	Telephone/DSL/Radios	\$105.78
		410-000-000-531-10-42-00	Telephone/DSL/Radios	\$105.78
Total 9764370112				\$844.48
				\$1,212.81
Total 43565				\$1,212.81
Total Verizon Wireless				\$1,212.81
Voice of The Valley				\$1,212.81
43566				
	18148	2016 - May - 2nd Council		
		April Services		
		001-000-240-558-60-41-75	Advertising	\$631.50

Execution Time: 10 second(s)

Printed by BAD\moosterhof on 5/11/2016 2:12:16 PM
Voucher Directory

Page 18 of 19

Vendor	Number	Reference	Account Number	Description	Amount
CD-SEPA Determination Notices					
Total	43565	18148			\$631.50
Total Voice of The Valley					\$631.50
Washington State Treasurer	43567				\$631.50
2016 - May - 2nd Council					
	043016 WST				
			April Court Remittance		
			633-000-000-586-00-00-01	Treasurers Trust Court	\$11,169.97
Total	43567	043016 WST			\$11,169.97
Total Washington State Treasurer					\$11,169.97
Water Management Laboratories, Inc.	43568				\$11,169.97
2016 - May - 2nd Council					
	148660				
			April Services		
			401-000-000-534-80-41-02	Water Testing and Sampling	\$42.00
Total	148660				\$42.00
Total Washington State Treasurer					\$42.00
Water Management Laboratories, Inc.	148781				\$42.00
2016 - May - 2nd Council					
	149228				
			April Services		
			401-000-000-534-80-41-02	Water Testing and Sampling	\$47.00
Total	148781				\$47.00
Total Washington State Treasurer					\$47.00
Water Management Laboratories, Inc.	149228				\$47.00
2016 - May - 2nd Council					
	149228				
			April Services		
			401-000-000-534-80-41-02	Water Testing and Sampling	\$21.00
Total	149228				\$21.00
Total Washington State Treasurer					\$21.00
Water Management Laboratories, Inc.	149228				\$21.00
2016 - May - 2nd Council					
	54				
Total	43568				\$110.00
Total Washington State Treasurer					\$110.00
Water Management Laboratories, Inc.	54				\$110.00
Grand Total					\$786,004.84

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution No. 16-0000, authorizing the Mayor to execute a contract with Lakeridge Paving Company LLC for the Jones Lake Road Overlay project	Agenda Date: May 5, 2016	
	AB16-032	
	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): \$77,415.20	Police – Chief Kiblinger	
Fund Source: TIB Grant (90%); REET (10%)	Public Works – Seth Boettcher	X
Timeline: Summer 2016	Court – Stephanie Metcalf	
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution 16-0000; Lakeridge Bid; Bid Tabulation; Contract; Special Provisions (page 1); Plans (page 1); Budget Sheet		
<p>SUMMARY STATEMENT: Public Works staff was successful in receiving a grant from the Washington State Transportation Improvement Board (TIB) for the Jones Lake Road Overlay project (Resolution 15-1058).</p> <p>The design and bid materials were prepared by Public Works staff. Staff utilized the City's Small Works Roster to solicit bids from contractors on April 14, 2016. A total of eight bids were received on April 25, 2016. Lakeridge Paving Company LLC provided the lowest responsive bid at \$77,415.20. The eight bids ranged from \$77,415.20 to \$124,440.00. The City's estimate for the construction of this project was \$119,537.50.</p> <p>This project will patch, widen, then overlay with asphalt Jones Lake Road from State Route 169 (Third Ave.) to the end of paving that occurred as part of the Railroad Avenue project. With the bids coming in well under budget, the staff is asking for a \$42,000 contingency to expand the paving limits and fully utilize the grant funds. The contingency authorization will be to cover unexpected conditions or issues as well as expanding the project. A new street segment will be submitted for TIB approval.</p> <p>FISCAL NOTE (Finance Department): The City had budgeted \$165,000 for the Jones Lake Road Overlay project. The city may not use the entire budgeted amount. The grant will cover 90% of all costs (including staff labor) with the City covering the other 10% with Real Estate Excise Tax funds. See the attached budget estimate sheet for more information.</p>		

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution 16-0000 (<i>Clerk to assign number at adoption</i>), authorizing the Mayor to execute a \$77,415.20 contract with Lakeridge Paving Company LLC for the Jones Lake Road Overlay project and authorizing a \$42,000 contingency fund for the construction of this project.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 5, 2016		

RESOLUTION NO. 16-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AWARDING THE LOW BID ON THE JONES LAKE ROAD
OVERLAY PROJECT TO LAKERIDGE PAVING COMPANY
LLC**

WHEREAS, the City received a Fuel Tax Grant from the Washington State Transportation Improvement Board (TIB); and

WHEREAS, the City has planned and budgeted for the Jones Lake Road Overlay project; and

WHEREAS, the City has received 8 bids on April 25, 2016; and

WHEREAS, Lakeridge Paving Company LLC was the lowest responsive 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. The Mayor is hereby authorized to award the bid for the construction of the Jones Lake Road Overlay project to Lakeridge Paving Company LLC in the amount of \$77,415.20 and authorize the Mayor to execute a contract for the same.

Section 2. Authorize a \$52,000 contingency fund to cover change orders and potential expansion of the paving limits for the Jones Lake Road Overlay project.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF MAY, 2016.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

REQUEST FOR BIDS FOR JONES LAKE ROAD OVERLAY PROJECT CITY OF BLACK DIAMOND

The City is requesting asphalt grinding, patching and overlay work for Jones Lake Road from Railroad Avenue to State Route 169 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. The 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 Scott Hanis in the Community Development Building, located at 24301 Roberts Drive, Black Diamond, WA 98010, by 3:00 pm on Monday, April 25, 2016. Hard copy bids must be signed. E-mailed bids will also be accepted. E-mailed bids must be submitted in pdf form and contain a signature. If the apparent low bidder submitted an electronic bid, the bidder must provide a signed paper copy prior to notice of award. E-mailed bids shall be sent to and received by Scott Hanis: shanis@ci.blackdiamond.wa.us by 3:00 pm at the time stated above. The City will not accept late e-mail submittals or those delayed due to file sizes or incorrect e-mail addresses. An acknowledgment that the bid was received will be sent. All contract documents, plans, specifications, and addenda will be published on the City's Small Works page on the City's website:
http://ci.blackdiamond.wa.us/Depts/PubWorks/works_roster.html.

Invitations to bid will be sent to all contractors registered on the City's Small Works Roster located at <http://www.mrscrosters.org> under the category of "Roadway Construction, Repair, and Maintenance" and sub-categories of "Asphalt Pavement Grinding, Planing and Pulverization", "Asphalt Pavement Roadways", and "Roadway Construction" at the time of advertisement. Bids will also be accepted from contractors registered on the Small Works Roster at the time of bid closing. .

Bid guarantees will not be required for this bid. There will not be a public opening of bids.

REQUEST FOR BIDS

CITY OF BLACK DIAMOND Jones Lake Road Overlay Project

BID FORM, SCOPE OF WORK, AND SPECIAL PROVISIONS

The City of Black Diamond is hereafter 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 Jones Lake Road 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 10 categories of work.

The undersigned has checked the amounts below 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.	0	
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.	ITEM DESCRIPTION	UNIT	UNIT PRICE	QTY	TOTAL
1	Mobilization \$ Three Thousand Five Hundred No Cents Per LS Unit Price in Words	LS	\$ 3,500.00	1	\$ 3,500.00
2	Project Temporary Traffic Control \$ Four Thousand Dollars No Cents Per LS Unit Price in Words	LS	\$ 4,000.00	1	\$ 4,000.00
3	Removing Asphalt Concrete Pavement, Incl. Haul \$ Eight Dollars And FourtyThreeCents Per SY Unit Price in Words	SY	\$ 8.43	960	\$ 8,092.80
4	Unsuitable Foundation Excavation, Incl. Haul \$ One Hundred Dollars And No Cents Per CY Unit Price in Words	CY	\$ 100.00	30	\$ 3,000.00
5	Crushed Surfacing Top Course for Shoulder Rock \$ SixtyFive Dollars And No Cents Per TON Unit Price in Words	TON	\$ 65.00	35	\$ 2,275.00
6	Planing Bituminous Pavement \$ Twenty Five Dollars And EightyFour Cents Per SY Unit Price in Words	SY	\$ 25.84	110	\$ 2,842.40
7	HMA Cl. ½ In. PG 64-22 for Pavement Repair \$ Ninty Dollars And Fifteen Cents Per TON Unit Price in Words	TON	\$ 90.15	210	\$ 18,931.50
8	HMA Cl. ½ In. PG 64-22 for Overlay \$ Seventy Five Dollars And Thirty Cents Per TON Unit Price in Words	TON	\$ 75.30	395	\$ 29,743.50
9	Monument Case and Cover \$ Five Hundred Dollars And No Cents Per EA Unit Price in Words	EA	\$ 500.00	2	\$ 1,000.00
10	Paint Line \$ One Dollar And No Cents Per LF Unit Price in Words	LF	\$ 1.00	4030	\$ 4,030.00
TOTAL AMOUNT BID					\$ 77,415.20

Lakeridge Paving Company LLC
Bidder

4/25/2016
Date

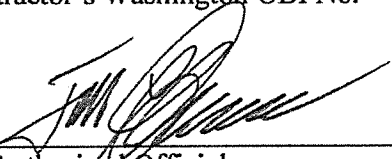
LAKERPC050JM

Contractor's License No.

601 592 135

Contractor's Washington UBI No.

By


Authorized Official

Jon Cheetham - Managing Member

Address:

PO BOX 8500

Covington WA 98042

NOTES: 1. If the bidder is a co-partnership, 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: Jones Lake Road Overlay
Bid Opening: April 25, 2016

City of Black Diamond PO Box 599 Black Diamond, WA 98010			Bidder & Address		Lakeridge Paving Co. PO Box 8500 Covington, WA 98042		Sutter Paving Inc. 775 4th Ave. NW Issaquah, WA 98027		Tony Lind Paving LLC 23048 172nd Ave. SE Kent, WA 98042	
Item	Section	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
1	1-09	Mobilization	LS	1	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00	\$2,081.04	\$2,081.04
2	1-10	Project Temporary Traffic Control	LS	1	\$4,000.00	\$4,000.00	\$4,400.00	\$4,400.00	\$2,550.00	\$2,550.00
3	2-02	Remove Asphalt Concrete Pavement	SY	960	\$8.43	\$8,092.80	\$6.50	\$6,240.00	\$10.00	\$9,600.00
4	2-03	Unsuitable Foundation Excavation	CY	30	\$100.00	\$3,000.00	\$20.00	\$600.00	\$28.00	\$840.00
5	5-04	Planing Bituminous Pavement	TON	35	\$65.00	\$2,275.00	\$189.00	\$6,615.00	\$30.86	\$1,080.10
6	4-04	Crushed Surfacing Top Course for Shoulder	SY	110	\$25.84	\$2,842.40	\$6.50	\$715.00	\$37.00	\$4,070.00
7	5-04	HMA Cl. 1/2 In. PG 64-22 for Pavement Repair	TON	210	\$90.15	\$18,931.50	\$106.00	\$22,260.00	\$114.82	\$24,112.20
8	5-04	HMA Cl. 1/2 In. PG 64-22 for Overlay	TON	395	\$75.30	\$29,743.50	\$88.00	\$34,760.00	\$99.82	\$39,428.90
9	8-13	Monument Case and Cover	EA	2	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$164.10	\$328.20
10	8-22	Paint Line	LF	4030	\$1.00	\$4,030.00	\$0.50	\$2,015.00	\$0.65	\$2,619.50
TOTAL CONTRACT AMOUNT BID						\$77,415.20		\$79,605.00		\$86,709.94

**Mathematical error in bid had no effect on bid results*

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

Project: Jones Lake Road Overlay
Bid Opening: April 25, 2016

			Bidder & Address		Lakeside Industries, Inc. 18808 SE 256th St. Covington, WA 98042		Northwest Asphalt 10430 Renton Iss. Rd SE Issaquah, WA 98027		AA Asphaltting LLC 14720 Puyallup Street Sumner, WA 98360	
Item	Section	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
1	1-09	Mobilization	LS	1	\$6,500.00	\$6,500.00	\$4,000.00	\$4,000.00	\$480.00	\$480.00
2	1-10	Project Temporary Traffic Control	LS	1	\$5,000.00	\$5,000.00	\$9,500.00	\$9,500.00	\$4,110.00	\$4,110.00
3	2-02	Remove Asphalt Concrete Pavement	SY	960	\$9.00	\$8,640.00	\$12.00	\$11,520.00	\$17.00	\$16,320.00
4	2-03	Unsuitable Foundation Excavation	CY	30	\$50.00	\$1,500.00	\$67.00	\$2,010.00	\$61.00	\$1,830.00
5	5-04	Planing Bituminous Pavement	TON	35	\$35.00	*\$1,225.00	\$122.00	\$4,270.00	\$55.00	\$1,925.00
6	4-04	Crushed Surfacing Top Course for Shoulder	SY	110	\$25.00	\$2,750.00	\$25.00	\$2,750.00	\$30.00	\$3,300.00
7	5-04	HMA Cl. 1/2 In. PG 64-22 for Pavement Repair	TON	210	\$115.00	\$24,150.00	\$109.00	\$22,890.00	\$150.00	\$31,500.00
8	5-04	HMA Cl. 1/2 In. PG 64-22 for Overlay	TON	395	\$95.00	\$37,525.00	\$90.00	\$35,550.00	\$125.00	\$49,375.00
9	8-13	Monument Case and Cover	EA	2	\$500.00	\$1,000.00	\$450.00	\$900.00	\$412.00	\$824.00
10	8-22	Paint Line	LF	4030	\$0.50	\$2,015.00	\$0.82	\$3,304.60	\$1.20	\$4,836.00
TOTAL CONTRACT AMOUNT BID						*\$90,305.00		\$96,694.60		\$114,500.00

*Mathematical error in bid had no effect on bid results

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

Project: Jones Lake Road Overlay
Bid Opening: April 25, 2016

			Bidder & Address			Puget Paving & Const. 10817 26th Ave. S. Lakewood, WA 98499		Watson Asphalt Paving PO Box 845 Redmond, WA 98073		Engineer's Estimate	
Item	Section	Item Description		Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
1	1-09	Mobilization		LS	1	\$7,000.00	\$7,000.00	\$18,200.00	\$18,200.00	\$12,000.00	\$12,000.00
2	1-10	Project Temporary Traffic Control		LS	1	\$13,000.00	\$13,000.00	\$11,400.00	\$11,400.00	\$1,000.00	\$1,000.00
3	2-02	Remove Asphalt Concrete Pavement		SY	960	\$14.00	\$13,440.00	\$11.00	\$10,560.00	\$30.00	\$28,800.00
4	2-03	Unsuitable Foundation Excavation		CY	30	\$130.00	\$3,900.00	\$50.00	\$1,500.00	\$35.00	\$1,050.00
5	5-04	Planing Bituminous Pavement		TON	35	\$125.00	\$4,375.00	\$133.00	\$4,655.00	\$40.00	\$1,400.00
6	4-04	Crushed Surfacing Top Course for Shoulder		SY	110	\$9.00	\$990.00	\$26.00	\$2,860.00	\$20.00	\$2,200.00
7	5-04	HMA Cl. 1/2 In. PG 64-22 for Pavement Repair		TON	210	\$155.00	\$32,550.00	\$168.00	\$35,280.00	\$110.00	\$23,100.00
8	5-04	HMA Cl. 1/2 In. PG 64-22 for Overlay		TON	395	\$98.00	\$38,710.00	\$86.00	\$33,970.00	\$110.00	\$43,450.00
9	8-13	Monument Case and Cover		EA	2	\$750.00	\$1,500.00	\$2,000.00	\$4,000.00	\$750.00	\$1,500.00
10	8-22	Paint Line		LF	4030	\$0.40	\$1,612.00	\$0.50	\$2,015.00	\$1.25	\$5,037.50
TOTAL CONTRACT AMOUNT BID							\$117,077.00		\$124,440.00		\$119,537.50

*Mathematical error in bid had no effect on bid results

CITY OF BLACK DIAMOND

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

PUBLIC WORKS CONTRACT SMALL WORKS

1. **Contract and Parties.** This Public Works Contract-Small Works ("Contract") is between the CITY OF BLACK DIAMOND, King County, Washington ("City"), a Washington municipal corporation and _____ ("Contractor"), a corporation organized under the laws of the State of Washington, whose address is _____. The City and Contractor are each a "Party" and together the "Parties" to the Contract. The Parties agree as follows.
2. **Project.** The Parties enter into this Contract for purposes of Contractor providing the City with equipment, materials and performing work for the City ("the Project"), generally described as:

Jones Lake Road Overlay project, including those additives, if any, specified in the bid award.
3. **Effective date.** This Contract becomes effective and binding upon the Parties, including each Party's heirs, successors, and assigns, immediately upon execution of this contract by both parties.
4. **Notices to Parties.** Contractor agrees to accept notices under this Contract via facsimile or email. It is the responsibility of Contractor to notify the 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. If notice by email, a hard copy shall be delivered or mailed the same date as email.

CITY:

CITY OF BLACK DIAMOND
PO Box 599 – 24301 Roberts Drive
Black Diamond, Washington 98010
Contact: Scott Hanis
Phone: (360) 886-5700 ext. 5713
Fax: (360) 886-2592

CONTRACTOR:

Tax ID # _____
Contact: _____
Phone: (____) _____
Fax: (____) _____

5. **Notice to Proceed.** 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. The City expects to issue a notice of award on or about

May 20, 2016. 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. September 21, 2016 shall be the deadline for completion of all work in accordance with the terms and conditions of the Contract. The deadline for completion of work may be extended, if the notice to proceed is delayed. The contract will stay in full force and effect until all obligations of the contract are satisfied.

6. Obligations of Contractor. The following terms and conditions apply to this Contract:

A. In general.

- (1) Responsible for all labor and work. Contractor shall be solely responsible for furnishing all labor and performance of all work necessary to complete the Project as required.
- (2) Responsible for furnishing all materials and equipment. Contractor shall furnish all materials and equipment necessary to complete the Project, except for any materials expressly agreed in writing to be provided by the City.
- (3) Documents incorporated by reference. All terms and specifications contained in any Request for Bids that was issued by the City as part of determining the awarding of this Contract are hereby incorporated by reference and must be complied with by Contractor, unless one or more of such terms and specifications are expressly amended or waived in writing by the City. The contract documents that the contractor shall comply with are: (1) this contract (2) the City's Construction Standards; (3) the most recent WSDOT Standard Specs for Road, Bridge and Municipal Construction; (4) Contractor's proposal; (5) the solicitation for bids including the roadway section design, the project and reconstruction limits
- (4) Laws and regulations to be followed. Contractor, its employees, agents, and subcontractors, shall at all times fully comply with all applicable laws, regulations, and administrative rulings in performing work for the Project.
- (5) Work Hours. Contractor shall not work on weekends. On Mondays through Thursdays, Contractor shall not start work before 7:00 AM, and shall not work after 6:00 PM. Contractor shall not start work before 7:00 AM on Fridays. Contractor must be off the street and shall not work after 3:30 PM on Fridays.
- (6) Conditions of Work. By submitting a proposal in response to the City's solicitation for quotations, Contractor represents and warrants to the City that Contractor has fully informed itself of all conditions relating to the work involved for completing the Project. In prosecuting the work, 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.
- (7) Contractor's Responsibility. Contractor will prosecute the work in accordance with instructions, descriptions and/or plans and specifications provided by the City. Contractor shall carry on the work at 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 Contractor, 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 Contractor. 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. 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, false-work 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 Contractor will rely on for purposes of conducting the work for the Project.

- (8) 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 Contractor in an efficient and expeditious manner as required and directed by the City.
- (9) Safety. Contractor and its 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. 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 the City from damages assessed against the 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 shall pay prevailing wages, as that term is defined under the laws of the State of Washington, for all work performed on this Project by Contractor and by Contractor's employees, agents and subcontractors. Contractor is fully responsible for prevailing wage compliance.
For reference only, and without relieving any Contractor responsibility, the City notes the State of Washington prevailing wage rates for public works projects 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 13, 2016. A copy of prevailing wage rates are also available for viewing at the office of the City, located at 24301 Roberts

Drive, Black Diamond, WA 98010. Upon request, the City will mail a hard copy of the applicable prevailing wages for this Project.

- (2) Notice to City. Minimum 24-hours prior notice shall be given to the City's Department of Public Works prior to commencement of work under this Contract.
- (3) Approved Plans & Specifications to be followed. All work is to be performed to the City's satisfaction and in compliance with the Contract Documents listed in section 6.A(3) above, unless such requirements or specifications are expressly amended in writing by the City.
- (4) Schedule of Work to be followed. The project shall be completed by September 21, 2016. 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.
- (5) 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. 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.
- (6) 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 or her designee, and accepted by same.

C. Non-Discrimination.

- (1) Contractor, Contractor's officers and employees, and its subcontractors and 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, 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 the 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 10 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.

Rule 171 (WAC 458-20-171) and its related rules apply to this project.

8. Payment

- A. Contractor shall request approval and acceptance of each category of work from the City. Contractor may not bill for the completed work until the City has accepted the completed work.
- B. All invoices shall be submitted for work after it has been performed, and paid by City warrant within thirty (30) days of receipt of a proper invoice.
- C. Failure to perform any of the obligations under the Contract by 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.
- D. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

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

Initial: _____ (Contractor)

- 10. Retainage.** Pursuant to Chapter 60.28 RCW, a sum of five percent (5%) of the monies earned by 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. No final payment or release of any retainage will be made until Contractor and each subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7 or other approved form) that has been certified by the industrial statistician of the Department of Labor and Industries. Also the retainage will not be released until the City has received certification that the Department of Revenue has received due payment of applicable taxes. Once the City has received certification from appropriate departments of the state of Washington, 45 days has passed from the date of acceptance of the Project and the City has not received any claims against the Project, then the City will release the retainage.
- 11. Changes.** After execution of the Contract, changes in the Project may be accomplished by change order. The City, without invalidating the Contract, may order changes in the Project within the general scope of the Contract consisting of additions, deletions or other revisions, the contract sum and Contract completion date being 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. 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, 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 Contractor. 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 are part of this Contract:

A. Responsibility Criteria.

(1) Eligibility to be awarded contract. 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 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 verifies the responsibility criteria contained above for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors and that each subcontractor verify the 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 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, insurance that covers Contractor and each of Contractor's employees, 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 employees, subcontractors or agents.

- 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 and maintain such insurance for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees as follows
 - 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. The policy shall 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 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.
 - 4. Builders Risk [when applicable] insurance covering interests of the City, Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire, flood, earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

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.

3. Builders Risk insurance shall be written in the amount of the completed value of the Project with no coinsurance provisions.

4. Employer's liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – policy limit \$1,000,000.

E. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, Employer's Liability and Builders Risk insurance:

1. 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. 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.

3. Contractor, at the City's request, shall provide to the City a complete copy of requested policy(ies) and not just certificates.

4. The City will not waive its right to subrogation against the Contractor. The Contractor's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation. The Contractor's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

F. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of all amendatory endorsements, naming the City as additional named insured, including but not necessarily limited to the additional insured endorsements evidencing the Automobile Liability and Commercial General Liability insurance of Contractor before commencement of the work. Before any exposure to loss may occur, Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

- G. Subcontractors. Contractor shall ensure that each subcontractor of every tier obtains at a minimum the same insurance coverage and limits as stated herein for Contractor (with the exception of Builders Risk insurance). Upon request of the City, Contractor shall provide evidence of such insurance.
- H. Contractor's Other Losses. Whether insured or not, Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, vehicles, equipment or other personal property; and Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by Contractor, or Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

15. Claims for damages.

- A. Excluded situations. The 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 the 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 applicable 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 applicable standard specifications.
- C. "Damages" defined. For purposes of applying RCW 4.24.115 to this Contract, Contractor and the 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.
- D. Indemnification. The following provision shall control over any other indemnification provision in the Contract Documents. 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 or 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 agreed that 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. The 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.

It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

16. Assigning or Subcontracting. Contractor shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Contract without the express prior written consent of the City.

17. Independent Contractor. Contractor is and shall be at all times during the term of this Contract an independent contractor.

18. Disputes. Any action for claims arising out of or relating to this Contract shall be governed by the laws of the State of Washington. Venue shall be in King County Superior Court.

19. Attorneys Fees. In any suit or action instituted to enforce any right granted in this Contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys fees from the other party.

20. Extent of Contract/Modification. This Contract, 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 Contract may be amended, modified or added to only by written instrument properly signed by both parties. Should any language in any of the Exhibits or Contract Documents conflict with language contained in this Contract, the provisions of this Contract shall prevail.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF BLACK DIAMOND

CONTRACTOR

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Office of the City Attorney

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 Contract attached hereto; that _____, (*Contract Signer*) who signed said Contract on behalf of Contractor, was then _____ (*Corporate Title*) of said corporation; that said Contract 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 _____

**DECLARATION OF OPTION FOR MANAGEMENT
OF STATUTORY RETAINED PERCENTAGE**

Note: This form must be submitted at the time Contractor executes the contract. Contractor shall designate the option desired by checking the appropriate space.

Monies reserved under provisions of RCW 60.28, at the option of Contractor, shall be:

_____ (1) Retained in a fund by the City.

_____ (2) Deposited by the City in an interest-bearing account in a bank, mutual savings bank or savings and loan association.

_____ (3) Placed in escrow with a bank or trust company by the City. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserved payable to the bank or trust company and Contractor jointly. Such check shall be converted into bonds and securities chosen by Contractor and approved by the City and the bonds and securities held in escrow. Contractor in choosing option (2) or (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

Contractor Signature

Date

**CITY OF BLACK DIAMOND
PERFORMANCE BOND**

Surety Bond #: _____
DATE POSTED: _____
PROJECT COMPLETION DATE: _____

RE: Subdivision/Plat/Name: _____
Owner/Developer/Contractor: _____
Project Address: _____

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____
_____ (hereinafter called the "Principal"), and _____
a corporation organized under the laws of the State of _____, and authorized
to transact surety business in the State of Washington (hereinafter called the "Surety"), are held and
firmly bound unto the City of Black Diamond, Washington, in the sum of _____
(\$ _____), lawful money of the United States of America, for the payment of which
sum we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns,
jointly and severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has entered into a certain agreement with the City,
or has been granted approval by the City, for _____,
within the City;

WHEREAS, the agreement or the approval granted by the City requires that certain
improvements be made in connection with construction of the project; and that such improvements
be constructed in full compliance with City standards, and the plans and specifications submitted
with the project, as required by the City; and

WHEREAS, the agreement or the approval granted by the City requires that the
improvements are to be made or constructed within a certain period of time, unless an extension is
granted in writing by the City; and

NOW, THEREFORE, it is understood and agreed that this obligation shall continue in effect
until released in writing by the City of Black Diamond, but only after the Principal has performed
and satisfied the following conditions:

A. Conditions.

1. The improvements to be constructed by the Principal include: (insert complete
description here)

2. The Principal must construct the improvements to conform to the design, location, materials and other specifications for the indicated site improvements, as required by the City in the above-referenced City file. In addition, the Principal must construct the improvements according to the applicable ordinances and standards of the City and/or state statutes, as the same now exist or are hereafter amended.
3. The Principal must have completed all improvements required by the above-referenced conditions, plans and City file within _____ which time period shall begin to run from the earlier of _____ unless an extension is granted by the City.
4. The Principal must have paid all sums owing to laborers, contractors, mechanics, subcontractors, materialmen and suppliers or others as a result of such work for which a lien against any City property has arisen or may arise.
5. The Principal must obtain acceptance by the City of the work completed, all on or before thirty (30) days after the completion date set forth in paragraph 3 above.

B. Default.

1. If the Principal defaults and does not perform the above conditions within the time specified, then the Surety shall, within twenty (20) days of demand of the City, make a written commitment to the City that it will either:
 - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection B(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs, which exceeded the City's estimate, limited to the bond amount.

2. In the event the Principal fails to complete all of the above referenced improvements within the time period specified by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of completing the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to complete such improvements.

C. Corrections. Any corrections required by the City shall be commenced within seven (7) days of notification by the City and completed within thirty (30) days of the date of

notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section B above.

- D. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The surety waives notice of any such change, extension, alteration or addition thereunder.
- E. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in King County Superior Court.
- F. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and a bond guaranteeing maintenance of all improvements for a period of twenty-four (24) months from acceptance has been submitted to the City in an amount to be determined by the City Engineer, in a form suitable to the City and until released in writing by the City.

DATED this _____ day of _____, 201_____.

SURETY COMPANY
(Signature must be notarized)

DEVELOPER/OWNER
(Signature must be notarized)

By: _____
Its _____

By _____
Its _____

Print Name: _____

Print Name: _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

CITY OF BLACK DIAMOND

By: _____
Its: _____

Date: _____

The City of Black Diamond
24301 Roberts Drive
P.O. Box 599
Black Diamond, WA 98010

APPROVED AS TO FORM:

Office of the City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE

_____ Individual (Form P-1)
_____ Corporation (Form P-2)

FORM P-1 / NOTARY BLOCK
(Use For Individual/Sole Proprietor Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

FORM P-2 / NOTARY BLOCK - (Use For Partnership or Corporation Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the State of
Washington, residing
at: _____
My Commission expires: _____

(For Surety Company)
STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

**CITY OF BLACK DIAMOND
MAINTENANCE BOND**

Surety Bond #: _____
Date Posted: _____
Expiration Date: _____

RE: Project Name: _____
Owner/Developer/Contractor: _____
Project Address: _____

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____
(hereinafter called the "Principal"), and _____, a corporation organized
under the laws of the State of _____, and authorized to transact surety business in
the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City
of Black Diamond, Washington, in the sum of _____
dollars (\$ _____), lawful money
of the United States of America, for the payment of which sum we and each of us bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.
THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has constructed and installed certain improvements
on public property in connection with a project as described above within the City of Black
Diamond; and

WHEREAS, in accordance with BMC _____, as a condition of approval, or as a condition
of a contract with the City, the Principal is required to post a bond for the 24 months following
project completion in order to ensure that the project does not contain defects that require repair and
to cover the cost of repair during that 24-month period; and

WHEREAS, in order to provide security for the obligation of the Principal to repair and/or
replace said improvements against defects in workmanship, materials or installation for a period of
twenty-four (24) months after written and final acceptance of the same and approval by the City;

NOW, THEREFORE, this Maintenance Bond has been secured and is hereby submitted to
the City. It is understood and agreed that this obligation shall continue in effect until released in
writing by the City, but only after the Principal has performed and satisfied the following
conditions:

A. The work or improvements installed by the Principal and subject to the terms and conditions
of this Bond are as follows: (insert complete description of work here)

B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship and installation (or, in the case of landscaping, shall survive,) for a period of twenty-four (24) months after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twenty-four (24) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.

C. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials or installation to the City-owned real property on which improvements have been installed, and leave the same in as good condition as it was before commencement of the work.

D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twenty-four (24) months from the date of acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:

1. Within twenty (20) days of demand of the City, make written commitment to the City that it will either:
 - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection D(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceeded the City's estimate, limited to the bond amount.

2. In the event the Principal fails to make repairs or provide maintenance within the time period requested by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of repairing or maintaining the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to repair or maintain such improvements.

- E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section D above.
- F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The surety waives notice of any such change, extension, alteration or addition thereunder.
- G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in King County Superior Court.
- H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this ____ day of _____, 2016.

SURETY COMPANY
(Signature must be notarized)

OWNER
(Signature must be notarized)

By: _____
Its _____

By _____
Its _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

CITY OF BLACK DIAMOND

By: _____
Mayor

Date: _____

City of Black Diamond
24301 Roberts Drive
P.O. Box 599
Black Diamond, WA 98010

APPROVED AS TO FORM:

Office of the City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE

____ Individual (Form P-1)
____ Corporation (Form P-2)
____ Surety Company (Form P-2)

FORM P-1 / NOTARY BLOCK
(Use For Individual/Sole Proprietor Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

FORM P-2 / NOTARY BLOCK (Use For Partnership or Corporation Only)

(Developer/Owner)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

(Surety Company)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

INTRODUCTION TO THE SPECIAL PROVISIONS

(*****)

The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2016 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.

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

DIVISION 1

GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(March 13, 1995)

This Contract provides for .

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

(January 4, 2016 APWA GSP)

Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with the following:

Dates

Bid Opening Date

The date on which the Contracting Agency publicly opens and reads the Bids.

Award Date

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

Contract Execution Date

The date the Contracting Agency officially binds the Agency to the Contract.



CITY OFFICIALS

MAYOR:

CAROL BENSON

COUNCIL MEMBERS:

TAMIE DEADY

ERIKA MORGAN

JANIE EDELMAN

BRIAN WEBER

PAT PEPPER

PROJECT DESCRIPTION

THE PROPOSED PROJECT PRIMARILY CONSISTS OF PATCHING PORTIONS OF JONES LAKE ROAD ALONG WITH SHOULDER WIDENING AND A COMPLETE ASPHALT OVERLAY. THE PROJECT STRETCHES APPROXIMATELY 1,343 LF BETWEEN STATE ROUTE 169 AND RAILROAD AVENUE.

OWNER:

CITY OF BLACK DIAMOND PUBLIC WORKS DEPARTMENT
24301 ROBERTS DRIVE (DELIVERY)
PO BOX 599 (MAILING)
BLACK DIAMOND, WA 98010

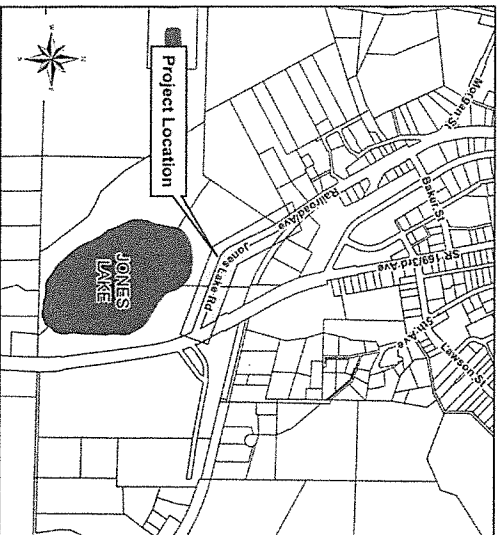
BLACK DIAMOND, WA 98010

PUBLIC WORKS DIRECTOR:

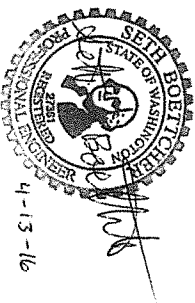
SETH BOETTCHER, P.E.

PROJECT MANAGER:

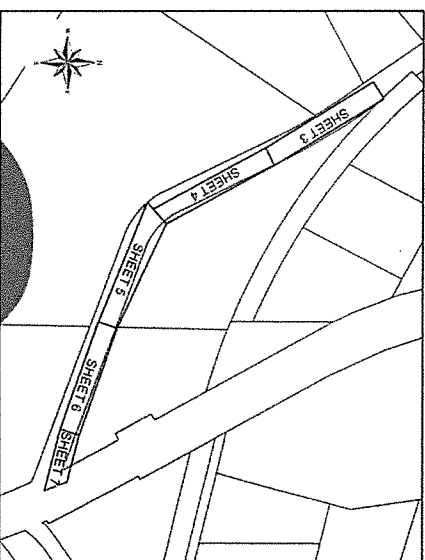
SCOTT HANIS, CAPITAL PROJECT/PROGRAM MANAGER
360-886-5713
shanis@ci.blackdiamond.wa.us



VICINITY MAP



SHEET INDEX	
SHT.#	DESCRIPTION
1	COVER SHEET
2	PROJECT NOTES
3	ROADWAY PLAN, SECTION 1, STA. 0+00 to 3+15
4	ROADWAY PLAN, SECTION 2, STA. 3+15 to 6+25
5	ROADWAY PLAN, SECTION 3, STA. 6+25 to 9+25
6	ROADWAY PLAN, SECTION 4, STA. 9+25 to 12+05
7	ROADWAY PLAN, SECTION 5, STA. 12+05 to 13+43
8	ROADWAY DETAILS 1
9	ROADWAY DETAILS 2
10	CITY STANDARDS



SHEET INDEX MAP

SHEET 1 OF 10

JONES LAKE ROAD OVERLAY PROJECT

BUDGET DETAILS

As of April 27, 2016

REVENUE		EXPENSES	
ITEM	AMOUNT	ITEM	AMOUNT
TIB Grant	\$ 135,219.00	*Design	\$ 9,843.00
REET Funds	\$ 15,024.90	*Parametrix Quality Control Check	\$ 767.50
		Construction (Bid)	\$ 77,415.20
		Construction Contingency	\$ 52,000.00
		Admin., Inspections & Testing	\$ 9,618.20
		Legal Review & Misc.	\$ 600.00
TOTAL	\$ 150,243.90	TOTAL	\$ 150,243.90

**Design tasks are complete*

The grant on this project will cover 90% of costs with REET funds covering the other 10%. Staff labor costs are also reimbursable in this grant program up to 90%.

With the low bid coming in significantly lower than City estimates, there may be an opportunity to perform extra work on Jones Lake Road (expanded shoulder widening, etc.). The Transportation Improvement Board (TIB) may allow the City to utilize the entirety of the grant funding by authorizing additional overlay work on City streets in the vicinity. This would be dependent on TIB approval.