



CITY OF BLACK DIAMOND
February 4, 2016 Regular Business Meeting Agenda
25510 Lawson St., Black Diamond, Washington

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

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

CONSENT AGENDA:

1) Claim Checks - February 4, 2016 - No. 43136 through No.43186 (void 43182) and EFTs in the amount of \$64,879.99

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

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

- | | |
|--|---------------|
| 2) Res No. 16-1073 – Awarding Contract to Iversen and Sons for Downtown Watermain Project | Mr. Boettcher |
| 3) Res No. 16-1074 – Accepting Department of Ecology Grant for 2015-2017 Biennial Stormwater Capacity Grant | Mr. Boettcher |
| 4) Res No. 16-1075 Supporting and Establishing the City’s Wellness Program | Ms. Martinez |

DEPARTMENT REPORTS:

MAYOR’S REPORT:

- Mayor Benson

COUNCIL REPORTS:

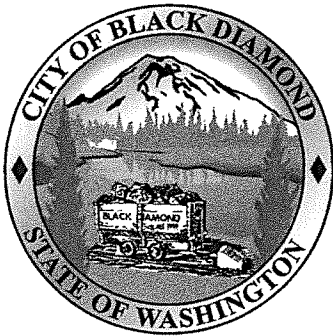
- Councilmember Deady
- Councilmember Morgan
- Councilmember Edelman
- Councilmember Weber
- Councilmember Pepper

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION:

ADJOURNMENT

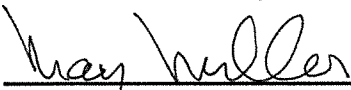


CERTIFICATION

Date: February 4, 2016

Check No.'s/EFT	Batch Name	Amount
43136-43152	Dec-Year End 3-12/31/15	\$ 36,344.47
EFT's	Jan Month End Cks 1/31/16	\$ 5,106.65
43153-43185, 43186	Feb-1st Council-02/04/16	\$ 23,428.87
43182	Voided Chks Feb-1st Council	
	Total Vouchers	\$ 64,879.99

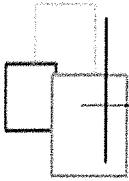
I, THE UNDERSIGNED DO HEREBY CERTIFY UNDER THE PENALTY OF PERJURY, THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED AND OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF BLACK DIAMOND, AND THAT I AM AUTHORIZED TO AUTHENTICATE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



MAY MILLER, FINANCE DIRECTOR

COUNCILMEMBERS

_____	_____
_____	_____
_____	_____



Register

Fiscal: 2016, 2015

Deposit Period: 2016 - February, 2016 - January, 2015 - December

Check Period: 2016 - February - 1st Council, 2016 - January - Month End Cks 1/31/16, 2015 - December -
Year End 3 - 12/31/15

Number	Name	Print Date	Amount
Check			
<u>43136</u>	AHBL, Inc.	12/31/2015	\$6,180.00
<u>43137</u>	Black Diamond Auto Parts	12/31/2015	\$16.26
<u>43138</u>	Black Diamond Royal Towing	12/31/2015	\$275.00
<u>43139</u>	City of Covington	12/31/2015	\$3,260.50
<u>43140</u>	City of Enumclaw	12/31/2015	\$960.00
<u>43141</u>	City of Maple Valley	12/31/2015	\$4,425.00
<u>43142</u>	Foremost Promotions	12/31/2015	\$659.26
<u>43143</u>	KING COUNTY FINANCE	12/31/2015	\$33.00
<u>43144</u>	King County Finance I-Net	12/31/2015	\$375.00
<u>43145</u>	Office Products Nationwide	12/31/2015	\$41.26
<u>43146</u>	State Auditor Office	12/31/2015	\$11,020.25
<u>43147</u>	Summit Law Group	12/31/2015	\$198.10
<u>43148</u>	Utilities Underground	12/31/2015	\$13.86
<u>43149</u>	Valley Communications	12/31/2015	\$8,597.48
<u>43150</u>	WA State Department of Corrections	12/31/2015	\$45.00
<u>43151</u>	Washington State Patrol	12/31/2015	\$177.00
<u>43152</u>	Washington State Treasurer	12/31/2015	\$67.50
<u>43153</u>	ADT Security Services (PA)	2/4/2016	\$138.32
<u>43154</u>	Alpine Products Inc.	2/4/2016	\$250.43
<u>43155</u>	Barbara Kincaid	2/4/2016	\$350.00
<u>43156</u>	Blumenthal Uniforms & Equipment	2/4/2016	\$684.91
<u>43157</u>	Brat Wear, Inc	2/4/2016	\$86.21
<u>43158</u>	Brown's Automotive Inc.	2/4/2016	\$54.81
<u>43159</u>	Builders Exchange of WA Inc	2/4/2016	\$46.80
<u>43160</u>	CenturyLink (AZ)	2/4/2016	\$29.61
<u>43161</u>	CenturyLink (WA)	2/4/2016	\$172.36
<u>43162</u>	Comcast (34744)	2/4/2016	\$319.59
<u>43163</u>	Cutters Supply Inc.	2/4/2016	\$130.86
<u>43164</u>	Dept of Ecology	2/4/2016	\$2,587.23
<u>43165</u>	GOS Printing	2/4/2016	\$212.38
<u>43166</u>	Greater Maple Valley-Black Diamond Chamber of Commerce	2/4/2016	\$60.00
<u>43167</u>	IACP Membership	2/4/2016	\$150.00
<u>43168</u>	International Institute of	2/4/2016	\$155.00
<u>43169</u>	Johnsons Home & Garden	2/4/2016	\$127.48

<u>43170</u>	Kara Murphy Richards	2/4/2016	\$2,000.00
<u>43171</u>	Law Office of John Rongerude, PS	2/4/2016	\$250.00
<u>43172</u>	Melanie Thomas Dane	2/4/2016	\$2,000.00
<u>43173</u>	Microflex	2/4/2016	\$1,200.00
<u>43174</u>	Office Products Nationwide	2/4/2016	\$1,432.99
<u>43175</u>	Orkin Commercial Services	2/4/2016	\$115.81
<u>43176</u>	Petty Cash Custodian	2/4/2016	\$87.82
<u>43177</u>	Puget Sound Energy	2/4/2016	\$1,205.25
<u>43178</u>	RK Graphics	2/4/2016	\$418.11
<u>43179</u>	Seattle Public Utilities	2/4/2016	\$1,900.00
<u>43180</u>	Seth Boettcher	2/4/2016	\$41.91
<u>43181</u>	Sorci Family LLC	2/4/2016	\$3,577.00
<u>43182</u>	TRIAD Associates	2/4/2016	Void
<u>43183</u>	Voice of The Valley	2/4/2016	\$191.00
<u>43184</u>	Wa Assoc of Sheriffs & Police Chiefs	2/4/2016	\$195.00
<u>43185</u>	Water Management Laboratories, Inc.	2/4/2016	\$21.00
<u>43186</u>	Triad Machinery	2/4/2016	\$3,236.99
<u>EFT Payment</u>	U.S. Postal Service (CMRS-FP)	1/31/2016	\$800.00
<u>EFT Payment</u>	Washington State Department of Revenue	1/31/2016	\$4,306.65
	Total		\$64,879.99

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution No. 16-1073, awarding a construction contract to Iversen and Sons Inc. for the Downtown AC Water Main Replacement & Looping project	Agenda Date: February 4, 2016	
	AB16-015	
	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	
Cost Impact (see also Fiscal Note): \$286,064.35 –Iverson Contract, Total Project \$365,000.	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Fund Source: CDBG Grant and Water Funds	Public Works – Seth Boettcher	X
Timeline: Complete by June 15, 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 16-1073; Budget Details, CIP Page, Bid Tab, Bid and Contract Form		

BACKGROUND

The Downtown Asbestos Concrete Water Main Replacement & Looping project was added to the Capital Improvement Plan in 2013. That same year, the City was successful in being awarded \$225,000 from the King County Community Development Block Grant program. The City was delayed for over a year by Housing and Urban Development during a time of significant construction cost increases. This project will replace very old pipe of substandard material and size as well as improve system looping in the downtown area of the City.

PUBLIC BID

The City received 16 bids on December 15, 2015. Iversen and Sons Inc. was the lowest responsive bidder at \$286,064.35. The engineer's estimate was \$313,186.11. Iversen and Sons Inc. is from Tumwater, WA, is currently licensed, and has the relevant qualifications and experience to successfully perform the work this project will require. Iversen and Sons Inc. completed the 5th Avenue Water Main Replacement project (south of Lawson St.) in 2013.

TIMING AND SCHEDULE

If we award the bid on February 4th, 2016, we should be able to start work by approximately March 4th. Iversen and Sons will have 60 consecutive working days to complete the work required by the contract. The work has to be completed before June 15, 2016. The City's contract with King County for funding expires July 16, 2016.

FISCAL NOTE (Finance Department): The total Project is Budgeted to cost \$365,000, with \$286,064 for the Iverson Construction and \$78,936 for design Engineering, KC Environmental, Legal, Advertising and Project Management. The City Grant from the King County Community Development Block Grant program in the amount of \$225,000 has been approved (Resolution 15-1007). The staff applied for a state revolving fund loan of \$140,000 to provide the additional needed funding for this project. Because the loan funding did not come through, Real Estate Excise Tax II for \$65,000 and Water fund reserves of \$75,000 are proposed to meet the budget

revenue requirement. This will still leave an expected balance of \$126,897 in REET II funds, and \$235,944 in the Water Reserves. A budget change in 2016 will be needed to replace the expected State Loan Revenue with the replacement revenue from REET II and Water Reserves. Timing is critical on this project with the King County Grant expiring July 16, 2016.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

Public Works Committee recommended in their July 6, 2015 meeting to extend the grant deadline with King County (passed in Resolution 15-1045). Public Works Committee recommended the grant application in their May 10, 2013 meeting (approved by the entire Council in Resolution 13-875).

RECOMMENDED ACTION: MOTION to adopt Resolution 16-1073, authorizing the Mayor to execute a contract with Iversen and Sons Inc. for the Downtown AC Water Main Replacement & Looping project and to appropriate additional funds from REET 2 and Water Fund Reserves for the completion of this project.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 4, 2016		

RESOLUTION NO. 16-1073

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AWARDED THE LOW BID ON THE DOWNTOWN AC WATER MAIN REPLACEMENT & LOOPING PROJECT TO IVERSEN AND SONS INC.

WHEREAS, the City received a Community Development Block Grant (CDBG); and

WHEREAS, the City has planned and budgeted for the Downtown AC Water Main Replacement & Looping project; and

WHEREAS, the City has received 16 bids on December 15, 2015; and

WHEREAS, Iversen and Sons Inc. was the lowest responsive bidder and has met all conditions of providing a responsible bid; and

WHEREAS, Additional Real Estate Excise Tax and Water Reserve Funds are available to meet the budget revenue requirement;

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 of the Downtown AC Water Main Replacement & Looping project to Iversen and Sons Inc. in the amount of \$286,064.35 for the construction of the Downtown AC Water Main Replacement & Looping project and authorize the Mayor to execute a contract for the same.

Section 2. An additional \$65,000 in REET II funds and \$75,000 of Water Reserve Funds are appropriated to fully fund this project.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF FEBRUARY, 2016.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

DOWNTOWN AC WATER MAIN REPLACEMENT & LOOPING PROJECT

BUDGET SHEET

FUNDING

Funding for this project originally consisted of funds from a King County Community Development Block Grant (CDBG) and REET funds. Once final cost estimates came in and the first bids were received in June 2015, staff applied for a Department of Health Drinking Water State Revolving Fund (DWSRF) loan:

Item	Amount
CDBG Grant	\$225,000
REET 2 Funds	\$ 25,000
DWSRF Loan	<u>\$140,000</u>
TOTAL	\$390,000

The DWSRF loan was applied for after bids for this project came higher than the budget available in June 2015. The bids were quite a bit higher than our engineer's estimate, likely due to the poor bidding climate that exists in the late spring/early summer.

Whereas the City did not receive the DWSRF loan from the Department of Health, staff is recommends matching the grant funds with additional REET and Water Reserve funds to complete project. A second bid was conducted in December 2015 which lowered the construction costs as well (lowering overall project costs from \$390,000 to \$365,000, a savings of \$25,000). Below is how this project will be funded:

<u>REVENUE</u>		<u>EXPENSES</u>	
Item	Amount	Item	Amount
CDBG Grant	\$225,000	Design	\$ 46,484.48
REET 2 Funds	\$ 75,000	*King County Environmental	\$ 4,000.00
Water	<u>\$ 65,000</u>	Legal	\$ 564.00
TOTAL	\$365,000	Advertising	\$ 5,549.35
		Construction	\$286,064.35
		Labor & Misc.	<u>\$ 22,327.88</u>
		TOTAL	\$365,000.00

Moving forward with this project will require additional funds appropriated from REET 2 and the Water fund, which was anticipated assuming we did not receive the DWSRF loan, which we did not receive. These funds are available for this project but require approval from the City Council.

**King County takes \$4,000 directly from the grant to cover their expenses for their environmental review on the project.*

Capital Plan 2014 - 2019

Project for the	Water Department	# W5
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PROJECT TITLE	Downtown Water Main Replacement	14.10
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DESCRIPTION

Replace 750 feet of 6 inch asbestos water main with 750 feet of 8 inch ductile iron pipe RR Ave north of Morgan Street. Extend the 8 inch water main on first Ave 200 feet to complete a loop and eliminate a dead end line in the King County Housing Authority project. Replace 350 feet of 1.25 inch iron pipe and loop the line to Park Street or Miner Street.

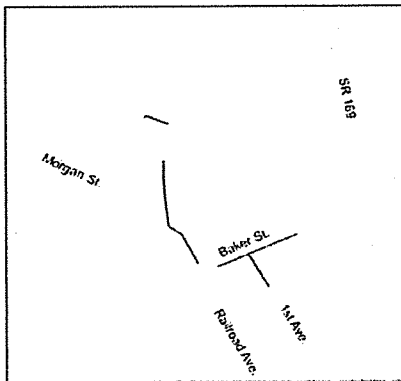
BACKGROUND

This project will improve water quality by eliminating three dead end lines, Improve system reliability by removing substandard pipe material (asbestos), Improve water system functionality by providing a well connected grid of watermains and Improve fire flow by better connectivity.

COMMENTS

It should be noted that asbestos water pipe does not present a health hazard to the public water supply. The city has tests for asbestos in the water system and has found that the water supplied to the general public meets all the public health standards.

	Total \$ Requested 2014-2019	Capital Plan 2014 - 2019					
		2014	2015	2016	2017	2018	2019
CAPITAL PROJECT COSTS							
Engineering	50,000	50,000					
Project Management	15,000	5,000	10,000				
Construction	175,000		175,000				
Inspection	10,000		10,000				
TOTAL COSTS	250,000	55,000	195,000	-	-	-	-
REQUESTED FUNDING							
Com Dev Block Grant	225,000	50,000	175,000				
REET II	25,000	5,000	20,000				
TOTAL SOURCES	250,000	55,000	195,000	-	-	-	-



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

Project: Downtown AC Water Main Replacement & Looping
Bid Opening: December 15, 2015

City of Black Diamond PO Box 599 Black Diamond, WA 98010									
Project: Downtown AC Water Main Replacement & Looping Bid Opening: December 15, 2015		Bidder & Address	Iversen & Sons Inc. PO Box 14730 Turnwater, WA 98511	South Bay Excavating 2540 Black Lake Blvd SW Olympia, WA 98512	Pape & Sons Const. Inc. 6401 54th Ave NW Ste 1A Gig Harbor, WA 98332	Proexc, LLC PO box 2803 Battle Ground, WA 98604			
BASE BID									
Item	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
1	Mobilization/Demobilization (7.5% Maximum)	LS	1	\$14,000.00	\$14,000.00	\$8,500.00	\$8,500.00	\$15,500.00	\$17,500.00
2	Temporary Water Pollution/Erosion Control	LS	1	\$1,000.00	\$1,000.00	\$650.00	\$650.00	\$600.00	\$3,000.00
3	Temporary Traffic Control	LS	1	\$24,000.00	\$24,000.00	\$12,000.00	\$12,000.00	\$13,250.00	\$10,500.00
4	Trench Shoring and Safety Systems	LS	1	\$1,000.00	\$1,000.00	\$200.00	\$200.00	\$250.00	\$850.00
5	Removal of Obstructions & Existing Structures	LS	1	\$8,000.00	\$8,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,500.00
6	Crushed Surfacing Top Course (CSTC)	TON	1500	\$16.00	\$24,000.00	\$24.00	\$36,000.00	\$15.25	\$22,875.00
7	Gravel Borrow (As Required)	TON	30	\$30.00	\$900.00	\$28.00	\$840.00	\$9.25	\$277.50
8	Foundation Gravel (As Required)	TON	30	\$30.00	\$900.00	\$28.00	\$840.00	\$11.25	\$337.50
9	Controlled Density Fill (CDF)	CY	18	\$150.00	\$2,700.00	\$200.00	\$3,600.00	\$103.50	\$1,863.00
10	Hot Mix Asphalt for Permanent Trench Patch	TON	190	\$100.00	\$19,000.00	\$150.00	\$28,500.00	\$165.00	\$31,350.00
11	Sawcutting	LF	3600	\$0.75	\$2,700.00	\$0.70	\$2,520.00	\$1.25	\$4,500.00
12	Cement Concrete Curb & Gutter	LF	45	\$20.00	\$900.00	\$50.00	\$2,250.00	\$68.00	\$3,060.00
13	Cement Concrete Sidewalk	SF	270	\$10.00	\$2,700.00	\$18.00	\$4,860.00	\$14.00	\$3,780.00
14	12-inch Ductile Iron Pipe, Class 52, Incl. Fittings	LF	448	\$64.00	\$28,672.00	\$58.00	\$25,984.00	\$70.00	\$31,360.00
15	8-inch Ductile Iron Pipe, Class 52, Incl. Fittings	LF	556	\$54.00	\$30,024.00	\$40.00	\$22,240.00	\$42.00	\$23,352.00
16	4-inch & 6-inch Ductile Iron Pipe, Class 52, Incl. Fittings	LF	23	\$80.00	\$1,840.00	\$50.00	\$1,150.00	\$57.50	\$1,332.50
17	Additional Ductile Iron Fittings (As Required)	LB	800	\$1.00	\$800.00	\$2.00	\$1,600.00	\$4.25	\$3,400.00
18	Connection to Existing Water Main	EA	6	\$2,000.00	\$12,000.00	\$1,800.00	\$10,800.00	\$2,400.00	\$14,400.00
19	Coupling, 6-inch Diameter	EA	1	\$100.00	\$100.00	\$300.00	\$300.00	\$140.00	\$140.00
20	End Cap Coupling Romac Style "ECS01", 6-inch Dia	EA	3	\$100.00	\$300.00	\$300.00	\$900.00	\$180.00	\$540.00
21	12-inch Gate Valve Assembly	EA	2	\$2,200.00	\$4,400.00	\$2,100.00	\$4,200.00	\$2,200.00	\$4,400.00
22	8-inch Gate Valve Assembly	EA	3	\$1,200.00	\$3,600.00	\$1,100.00	\$3,300.00	\$1,225.00	\$3,675.00
23	4-inch Gate Valve Assembly	EA	1	\$800.00	\$800.00	\$700.00	\$700.00	\$720.00	\$720.00
24	Fire Hydrant Assembly, 5.25-inch MVO	EA	2	\$3,600.00	\$7,200.00	\$3,800.00	\$7,600.00	\$4,000.00	\$8,000.00
25	Fire Hydrant Bolland	EA	2	\$100.00	\$200.00	\$200.00	\$400.00	\$250.00	\$500.00

City of Black Diamond
PO Box 599
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Project: Downtown AC Water Main Replacement & Looping
Bid Opening: December 15, 2015

City of Black Diamond PO Box 599 Black Diamond, WA 98010							
Project: Downtown AC Water Main Replacement & Looping Bid Opening: December 15, 2015		Bidder & Address	Iversen & Sons Inc. PO Box 14730 Turnwater, WA 98511	South Bay Excavating 2540 Black Lake Blvd SW Olympia, WA 98512	Pape & Sons Const. Inc. 6401 54th Ave NW Ste 1A Gig Harbor, WA 98332	Proexc. LLC PO box 2803 Battle Ground, WA 98604	
BASE BID							
Item	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount
26	Combination Air Valve Assembly, 1/2-inch	EA	1	\$2,500.00	\$2,500.00	\$1,600.00	\$1,600.00
27	Water Service	EA	9	\$1,200.00	\$10,800.00	\$2,200.00	\$19,800.00
28	Water Service, Extra Length	LF	281	\$10.00	\$2,810.00	\$20.00	\$5,620.00
29	Customer-side Water Service Line, Extra Length	LF	34	\$10.00	\$340.00	\$22.00	\$748.00
30	2-inch Polyethylene Water Pipe & Fittings	LF	567	\$15.00	\$8,505.00	\$24.00	\$13,608.00
31	Property Restoration	LS	1	\$7,000.00	\$7,000.00	\$800.00	\$800.00
32	Miscellaneous Work (Force Account)	FA	1	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00
BASE BID					\$241,691.00		\$242,110.00
8.6% WASHINGTON STATE SALES TAX					\$20,785.43		\$20,821.46
BASE BID TOTAL					\$262,476.43		\$262,931.46
ADDITIVE ALTERNATE 1 BID - 2-INCH ASPHALT PLANE & OVERLAY							
33	Hot Mix Asphalt for Overlay, 2-inch	TON	165	\$80.00	\$13,200.00	\$90.00	\$14,850.00
34	Asphalt Pavement Planing, 2-inch	SY	1130	\$4.00	\$4,520.00	\$11.00	\$12,430.00
35	Pavement Markings and Markers	LS	1	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00
36	Temporary Traffic Control for Overlay	LS	1	\$2,000.00	\$2,000.00	\$2,200.00	\$2,200.00
ADDITIVE ALTERNATE BID					\$21,720.00		\$30,680.00
8.6% WASHINGTON STATE SALES TAX					\$1,867.92		\$2,638.48
ADDITIVE ALTERNATE BID TOTAL					\$23,587.92		\$33,318.48
TOTAL CONTRACT AMOUNT BID (BASE + ADDITIVE ALTERNATE)					\$286,064.35		\$296,249.94

7/5/2016 Mobilization was exceeded, rendering bidder non-responsive

Mathematical error, errors did not change the outcome of the bid

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

Project: Downtown AC Water Main Replacement & Looping
Bid Opening: December 15, 2015

Bidder & Address		Fenix Earthworks, LLC 21207 127th Ave. E. Graham, WA 98338		Fury Site Works, Inc. PO Box 2118 North Bend, WA 98045		Pacific Civil & Infrast. 3450 S. 344 Way Suite 115 Federal Way, WA 98001		Stafford Excavating PO Box 545 Enumclaw, WA 98022	
Item	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
1	Mobilization/Demobilization (7.5% Maximum)	LS	1	\$19,000.00	\$19,000.00	\$10,782.60	\$10,782.60	\$22,000.00	\$22,000.00
2	Temporary Water Pollution/Erosion Control	LS	1	\$500.00	\$500.00	\$957.66	\$957.66	\$7,500.00	\$7,500.00
3	Temporary Traffic Control	LS	1	\$5,500.00	\$5,500.00	\$3,047.77	\$3,047.77	\$23,500.00	\$21,500.00
4	Trench Shoring and Safety Systems	LS	1	\$500.00	\$500.00	\$957.66	\$957.66	\$500.00	\$500.00
5	Removal of Obstructions & Existing Structures	LS	1	\$3,500.00	\$3,500.00	\$3,307.06	\$3,307.06	\$16,975.00	\$7,500.00
6	Crushed Surfacing Top Course (CSTC)	TON	1500	\$30.00	\$45,000.00	\$12.49	\$18,735.00	\$1.00	\$1,500.00
7	Gravel Borrow (As Required)	TON	30	\$20.00	\$600.00	\$8.33	\$249.90	\$1.00	\$30.00
8	Foundation Gravel (As Required)	TON	30	\$20.00	\$600.00	\$8.33	\$249.90	\$1.00	\$30.00
9	Controlled Density Fill (CDF)	CY	18	\$100.00	\$1,800.00	\$184.05	\$3,312.90	\$90.00	\$1,620.00
10	Hot Mix Asphalt for Permanent Trench Patch	TON	190	\$107.00	\$20,330.00	\$132.05	\$25,089.50	\$120.00	\$22,800.00
11	Sawcutting	LF	3600	\$1.50	\$5,400.00	\$0.27	\$972.00	\$1.25	\$4,500.00
12	Cement Concrete Curb & Gutter	LF	45	\$45.00	\$2,025.00	\$28.55	\$1,284.75	\$40.00	\$1,800.00
13	Cement Concrete Sidewalk	SF	270	\$9.00	\$2,430.00	\$4.76	\$1,285.20	\$7.05	\$1,903.50
14	12-inch Ductile Iron Pipe, Class 52, Incl. Fittings	LF	448	\$72.00	\$32,256.00	\$119.35	\$53,468.80	\$62.00	\$27,776.00
15	8-inch Ductile Iron Pipe, Class 52, Incl. Fittings	LF	556	\$51.00	\$28,356.00	\$84.49	\$46,976.44	\$38.00	\$21,128.00
16	4-inch & 6-inch Ductile Iron Pipe, Class 52, Incl. Fittings	LF	23	\$50.00	\$1,150.00	\$103.39	\$2,377.97	\$35.00	\$805.00
17	Additional Ductile Iron Fittings (As Required)	LB	800	\$0.10	\$80.00	\$0.30	\$240.00	\$0.90	\$720.00
18	Connection to Existing Water Main	EA	6	\$3,500.00	\$21,000.00	\$5,500.01	\$33,000.06	\$4,625.00	\$27,750.00
19	Coupling, 6-inch Diameter	EA	1	\$250.00	\$250.00	\$173.67	\$173.67	\$200.00	\$200.00
20	End Cap Coupling Romac Style "EC501", 6-inch Dia	EA	3	\$200.00	\$600.00	\$166.66	\$499.98	\$150.00	\$450.00
21	12-inch Gate Valve Assembly	EA	2	\$2,000.00	\$4,000.00	\$2,095.25	\$4,190.50	\$3,700.00	\$7,400.00
22	8-inch Gate Valve Assembly	EA	3	\$1,000.00	\$3,000.00	\$1,150.14	\$3,450.42	\$2,700.00	\$8,100.00
23	4-inch Gate Valve Assembly	EA	1	\$500.00	\$500.00	\$527.95	\$527.95	\$1,600.00	\$1,600.00
24	Fire Hydrant Assembly, 5.25-inch MVO	EA	2	\$5,200.00	\$10,400.00	\$4,368.88	\$8,737.76	\$6,500.00	\$13,000.00
25	Fire Hydrant Bollard	EA	2	\$300.00	\$600.00	\$358.37	\$716.74	\$300.00	\$600.00

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

Project: Downtown AC Water Main Replacement & Looping
Bid Opening: December 15, 2015

City of Black Diamond PO Box 599 Black Diamond, WA 98010													
Project: Downtown AC Water Main Replacement & Looping Bid Opening: December 15, 2015				Bidder & Address		Fenix Earthworks, LLC 21207 127th Ave. E. Graham, WA 98338		Fury Site Works, Inc. PO Box 2118 North Bend, WA 98045		Pacific Civil & Infrast. 3450 S. 344 Way Suite 115 Federal Way, WA 98001		Stafford Excavating PO Box 545 Enumclaw, WA 98022	
BASE BID													
Item	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
26	Combination Air Valve Assembly, 1/2-inch	EA	1	\$2,400.00	\$2,400.00	\$2,468.25	\$2,468.25	\$1,700.00	\$1,700.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
27	Water Service	EA	9	\$1,250.00	\$11,250.00	\$1,383.86	\$12,454.74	\$2,500.00	\$22,500.00	\$2,700.00	\$24,300.00	\$2,700.00	\$24,300.00
28	Water Service, Extra Length	LF	281	\$17.00	\$4,777.00	\$8.09	\$2,273.29	\$17.00	\$4,777.00	\$15.00	\$4,215.00	\$15.00	\$4,215.00
29	Customer-side Water Service Line, Extra Length	LF	34	\$17.00	\$578.00	\$18.64	\$633.76	\$45.00	\$1,530.00	\$45.00	\$1,530.00	\$45.00	\$1,530.00
30	2-inch Polyethylene Water Pipe & Fittings	LF	567	\$25.00	\$14,175.00	\$18.99	\$10,767.33	\$20.00	\$11,340.00	\$16.50	\$9,355.50	\$16.50	\$9,355.50
31	Property Restoration	LS	1	\$2,500.00	\$2,500.00	\$3,467.77	\$3,467.77	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
32	Miscellaneous Work (Force Account)	FA	1	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00
BASE BID					\$263,057.00		\$274,657.33		\$276,534.50		\$286,528.50		\$286,528.50
8.6% WASHINGTON STATE SALES TAX					\$22,622.90		\$23,620.53		\$23,781.97		\$24,641.45		\$24,641.45
BASE BID TOTAL					\$285,679.90		\$298,277.86		\$300,316.47		\$311,169.95		\$311,169.95
ADDITIVE ALTERNATE 1 BID - 2-INCH ASPHALT PLANE & OVERLAY													
33	Hot Mix Asphalt for Overlay, 2-inch	TON	165	\$91.00	\$15,015.00	\$93.50	\$15,427.50	\$108.00	\$17,820.00	\$92.00	\$15,180.00	\$92.00	\$15,180.00
34	Asphalt Pavement Planing, 2-inch	SY	1130	\$4.00	\$4,520.00	\$3.57	\$4,034.10	\$5.85	\$6,610.50	\$8.00	\$9,040.00	\$8.00	\$9,040.00
35	Pavement Markings and Markers	LS	1	\$2,250.00	\$2,250.00	\$1,786.54	\$1,786.54	\$1,200.00	\$1,200.00	\$2,250.00	\$2,250.00	\$2,250.00	\$2,250.00
36	Temporary Traffic Control for Overlay	LS	1	\$1,500.00	\$1,500.00	\$1,220.67	\$1,220.67	\$800.00	\$800.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
ADDITIVE ALTERNATE BID					\$23,285.00		\$22,468.81		\$26,430.50		\$27,970.00		\$27,970.00
8.6% WASHINGTON STATE SALES TAX					\$2,002.51		\$1,932.32		\$2,273.02		\$2,405.42		\$2,405.42
ADDITIVE ALTERNATE BID TOTAL					\$25,287.51		\$24,401.13		\$28,703.52		\$30,375.42		\$30,375.42
TOTAL CONTRACT AMOUNT BID (BASE + ADDITIVE ALTERNATE)					\$310,967.41		\$322,678.99		\$329,019.99		\$341,545.37		\$341,545.37

7.5% maximum Mobilization was exceeded, rendering bidder non-responsive
Mathematical error, errors did not change the outcome of the bid

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

Project: Downtown AC Water Main Replacement & Looping
Bid Opening: December 15, 2015

City of Black Diamond PO Box 599 Black Diamond, WA 98010													
Project: Downtown AC Water Main Replacement & Looping Bid Opening: December 15, 2015				Bidder & Address		Reed Trucking & Exc. 2207 Inter Ave. Suite A Puyallup, WA 98372		Nor Tec Construction Inc 6319- 112th St E, #101 Puyallup, WA 98373		King Construction 982 Thornton Pl. SW Pacific, WA 98047-2115		Rodarte Construction Inc 17 E. Valley Hwy East Auburn, WA 98092	
BASE BID													
Item	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
1	Mobilization/Demobilization (7.5% Maximum)	LS	1	\$22,000.00	\$22,000.00	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00	\$25,000.00	\$25,000.00		
2	Temporary Water Pollution/Erosion Control	LS	1	\$1,461.00	\$1,461.00	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00		
3	Temporary Traffic Control	LS	1	\$20,630.00	\$20,630.00	\$8,000.00	\$8,000.00	\$18,500.00	\$18,500.00	\$15,000.00	\$15,000.00		
4	Trench Shoring and Safety Systems	LS	1	\$500.00	\$500.00	\$600.00	\$600.00	\$3,200.00	\$3,200.00	\$500.00	\$500.00		
5	Removal of Obstructions & Existing Structures	LS	1	\$2,118.00	\$2,118.00	\$1,500.00	\$1,500.00	\$2,700.00	\$2,700.00	\$8,500.00	\$8,500.00		
6	Crushed Surfacing Top Course (CSTC)	TON	1500	\$22.56	\$33,840.00	\$25.00	\$37,500.00	\$22.25	\$33,375.00	\$30.00	\$45,000.00		
7	Gravel Borrow (As Required)	TON	30	\$21.64	\$649.20	\$36.00	\$1,080.00	\$18.00	\$540.00	\$50.00	\$1,500.00		
8	Foundation Gravel (As Required)	TON	30	\$22.88	\$686.40	\$43.20	\$1,296.00	\$62.00	\$1,860.00	\$50.00	\$1,500.00		
9	Controlled Density Fill (CDF)	CY	18	\$97.84	\$1,761.12	\$180.00	\$3,240.00	\$50.00	\$900.00	\$175.00	\$3,150.00		
10	Hot Mix Asphalt for Permanent Trench Patch	TON	190	\$152.00	\$28,880.00	\$158.44	\$30,103.60	\$70.00	\$13,300.00	\$120.00	\$22,800.00		
11	Sawcutting	LF	3600	\$2.00	\$7,200.00	\$2.00	\$7,200.00	\$1.00	\$3,600.00	\$2.00	\$7,200.00		
12	Cement Concrete Curb & Gutter	LF	45	\$64.10	\$2,884.50	\$35.00	\$1,575.00	\$78.00	\$3,510.00	\$35.00	\$1,575.00		
13	Cement Concrete Sidewalk	SF	270	\$19.45	\$5,251.50	\$15.00	\$4,050.00	\$13.50	\$3,645.00	\$7.50	\$2,025.00		
14	12-inch Ductile Iron Pipe, Class 52, Incl. Fittings	LF	448	\$76.00	\$34,048.00	\$118.00	\$52,864.00	\$108.00	\$48,384.00	\$85.00	\$38,080.00		
15	8-inch Ductile Iron Pipe, Class 52, Incl. Fittings	LF	556	\$44.00	\$24,464.00	\$58.50	\$32,526.00	\$77.00	\$42,812.00	\$56.00	\$31,136.00		
16	4-inch & 6-inch Ductile Iron Pipe, Class 52, Incl. Fittings	LF	23	\$168.00	\$3,864.00	\$180.00	\$4,140.00	\$85.00	\$1,955.00	\$100.00	\$2,300.00		
17	Additional Ductile Iron Fittings (As Required)	LB	800	\$4.34	\$3,472.00	\$2.40	\$1,920.00	\$2.00	\$1,600.00	\$5.00	\$4,000.00		
18	Connection to Existing Water Main	EA	6	\$2,023.00	\$12,138.00	\$1,600.00	\$9,600.00	\$2,500.00	\$15,000.00	\$3,000.00	\$18,000.00		
19	Coupling, 6-inch Diameter	EA	1	\$218.00	\$218.00	\$150.00	\$150.00	\$250.00	\$250.00	\$250.00	\$250.00		
20	End Cap Coupling Romac Style "EC501", 6-inch Dia	EA	3	\$260.00	\$780.00	\$180.00	\$540.00	\$225.00	\$675.00	\$250.00	\$750.00		
21	12-inch Gate Valve Assembly	EA	2	\$2,320.00	\$4,640.00	\$2,600.00	\$5,200.00	\$2,200.00	\$4,400.00	\$2,400.00	\$4,800.00		
22	8-inch Gate Valve Assembly	EA	3	\$1,868.00	\$5,604.00	\$1,900.00	\$5,700.00	\$1,250.00	\$3,750.00	\$1,500.00	\$4,500.00		
23	4-inch Gate Valve Assembly	EA	1	\$958.00	\$958.00	\$600.00	\$600.00	\$700.00	\$700.00	\$900.00	\$900.00		
24	Fire Hydrant Assembly, 5.25-inch MVO	EA	2	\$4,452.00	\$8,904.00	\$5,500.00	\$11,000.00	\$4,400.00	\$8,800.00	\$4,250.00	\$8,500.00		
25	Fire Hydrant Bolland	EA	2	\$346.00	\$692.00	\$400.00	\$800.00	\$300.00	\$600.00	\$350.00	\$700.00		

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

Project: Downtown AC Water Main Replacement & Looping
Bid Opening: December 15, 2015

City of Black Diamond PO Box 599 Black Diamond, WA 98010							
Project: Downtown AC Water Main Replacement & Looping Bid Opening: December 15, 2015		Bidder & Address	Reed Trucking & Exc. 2207 Inter Ave. Suite A Puyallup, WA 98372	Nor Tec Construction Inc 6319-112th St E, #101 Puyallup, WA 98373	King Construction 982 Thornton Pl. SW Pacific, WA 98047-2115	Rodarte Construction Inc 17 E. Valley Hwy East Auburn, WA 98092	
BASE BID							
Item	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount
26	Combination Air Valve Assembly, 1/2-inch	EA	1	\$2,780.00	\$2,780.00	\$2,100.00	\$2,100.00
27	Water Service	EA	9	\$1,657.00	\$14,913.00	\$1,600.00	\$14,400.00
28	Water Service, Extra Length	LF	281	\$8.94	\$2,512.14	\$16.00	\$4,496.00
29	Customer-side Water Service line, Extra Length	LF	34	\$13.74	\$467.16	\$30.00	\$1,020.00
30	2-inch Polyethylene Water Pipe & Fittings	LF	567	\$22.69	\$12,865.23	\$16.00	\$9,072.00
31	Property Restoration	LS	1	\$1,125.00	\$1,125.00	\$1,000.00	\$1,000.00
32	Miscellaneous Work (Force Account)	FA	1	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00
BASE BID				\$280,306.25		\$295,272.60	
8.6% WASHINGTON STATE SALES TAX				\$24,106.34		\$25,393.44	
BASE BID TOTAL				\$304,412.59		\$320,666.04	
ADDITIVE ALTERNATE 1 BID - 2-INCH ASPHALT PLANE & OVERLAY							
33	Hot Mix Asphalt for Overlay, 2-inch	TON	165	\$127.10	\$20,971.50	\$93.50	\$15,427.50
34	Asphalt Pavement Planing, 2-inch	SY	1130	\$11.18	\$12,633.40	\$8.00	\$9,040.00
35	Pavement Markings and Markers	LS	1	\$1,720.00	\$1,720.00	\$2,500.00	\$2,500.00
36	Temporary Traffic Control for Overlay	LS	1	\$1,848.00	\$1,848.00	\$2,500.00	\$2,500.00
ADDITIVE ALTERNATE BID				\$37,172.90		\$29,467.50	
8.6% WASHINGTON STATE SALES TAX				\$3,196.87		\$2,534.21	
ADDITIVE ALTERNATE BID TOTAL				\$40,369.77		\$32,001.71	
TOTAL CONTRACT AMOUNT BID (BASE + ADDITIVE ALTERNATE)				\$344,782.36		\$352,667.75	

Maximum for Mobilization was exceeded. Tendering bidder non-responsive
Mathematical error, errors did not change the outcome of the bid

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

Project: Downtown AC Water Main Replacement & Looping
Bid Opening: December 15, 2015

City of Black Diamond PO Box 5599 Black Diamond, WA 98010									
Project: Downtown AC Water Main Replacement & Looping Bid Opening: December 15, 2015		Bidder & Address	WHH Nisqually Federal 950 Pacific Ave. Suite 620 Tacoma, WA 98402	Nova Contracting 10615 Delphi Rd. SW Olympia, WA 98512	Pro Grade Enterprises PO Box 1182 Maple Valley, WA 98038	Northwest Cascade, Inc. PO Box 73399 Puyallup, WA 98373			
BASE BID									
Item	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
1	Mobilization/Demobilization (7.5% Maximum)	LS	1	\$28,000.00	\$28,000.00				
2	Temporary Water Pollution/Erosion Control	LS	1	\$8,000.00	\$8,000.00	\$25,000.00	\$25,000.00	\$27,140.00	\$27,140.00
3	Temporary Traffic Control	LS	1	\$20,000.00	\$20,000.00	\$1,000.00	\$1,000.00	\$7,770.00	\$7,770.00
4	Trench Shoring and Safety Systems	LS	1	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00	\$13,800.00	\$13,800.00
5	Removal of Obstructions & Existing Structures	LS	1	\$30,000.00	\$30,000.00	\$600.00	\$600.00	\$650.00	\$650.00
6	Crushed Surfacing Top Course (CSTC)	TON	1500	\$14.50	\$21,750.00	\$49,500.00	\$49,500.00	\$7,520.00	\$7,520.00
7	Gravel Borrow (As Required)	TON	30	\$11.75	\$352.50	\$12.00	\$18,000.00	\$1.00	\$1,500.00
8	Foundation Gravel (As Required)	TON	30	\$15.50	\$465.00	\$30.00	\$900.00	\$45.60	\$1,368.00
9	Controlled Density Fill (CDF)	CY	18	\$95.00	\$1,710.00	\$50.00	\$1,500.00	\$45.65	\$1,369.50
10	Hot Mix Asphalt for Permanent Trench Patch	TON	190	\$137.00	\$26,030.00	\$100.00	\$1,800.00	\$92.00	\$1,656.00
11	Sawcutting	LF	3600	\$1.55	\$5,580.00	\$200.00	\$38,000.00	\$222.20	\$42,218.00
12	Cement Concrete Curb & Gutter	LF	45	\$37.00	\$1,665.00	\$1.50	\$5,400.00	\$3.00	\$10,800.00
13	Cement Concrete Sidewalk	SF	270	\$12.00	\$3,240.00	\$50.00	\$2,250.00	\$57.90	\$2,605.50
14	12-inch Ductile Iron Pipe, Class 52, Incl. Fittings	LF	448	\$100.00	\$44,800.00	\$50.00	\$13,500.00	\$9.55	\$2,578.50
15	8-inch Ductile Iron Pipe, Class 52, Incl. Fittings	LF	556	\$75.00	\$41,700.00	\$110.00	\$49,280.00	\$123.20	\$55,193.60
16	4-inch & 6-inch Ductile Iron Pipe, Class 52, Incl. Fittings	LF	23	\$80.00	\$1,840.00	\$90.00	\$50,040.00	\$94.60	\$52,597.60
17	Additional Ductile Iron Fittings (As Required)	LB	800	\$2.00	\$1,600.00	\$80.00	\$1,840.00	\$109.30	\$2,513.90
18	Connection to Existing Water Main	EA	6	\$800.00	\$4,800.00	\$5.00	\$4,000.00	\$3.40	\$2,720.00
19	Coupling, 6-inch Diameter	EA	1	\$300.00	\$300.00	\$3,000.00	\$18,000.00	\$5,590.00	\$33,540.00
20	End Cap Coupling Romac Style "EC501", 6-inch Dia	EA	3	\$300.00	\$900.00	\$1,000.00	\$1,000.00	\$126.50	\$126.50
21	12-inch Gate Valve Assembly	EA	2	\$2,400.00	\$4,800.00	\$600.00	\$1,800.00	\$166.80	\$500.40
22	8-inch Gate Valve Assembly	EA	3	\$1,400.00	\$4,200.00	\$3,000.00	\$6,000.00	\$2,310.00	\$4,620.00
23	4-inch Gate Valve Assembly	EA	1	\$800.00	\$800.00	\$2,000.00	\$6,000.00	\$1,440.00	\$4,320.00
24	Fire Hydrant Assembly, 5.25-inch MVO	EA	2	\$5,000.00	\$10,000.00	\$1,000.00	\$1,000.00	\$965.40	\$965.40
25	Fire Hydrant Bolland	EA	2	\$300.00	\$600.00	\$6,000.00	\$12,000.00	\$5,190.00	\$10,380.00
			2	\$300.00	\$600.00	\$600.00	\$1,200.00	\$484.10	\$968.20

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

Project: Downtown AC Water Main Replacement & Looping
Bid Opening: December 15, 2015

City of Black Diamond PO Box 599 Black Diamond, WA 98010							
Project: Downtown AC Water Main Replacement & Looping Bid Opening: December 15, 2015				Bidder & Address		Nova Contracting 10615 Delphi Rd. SW Olympia, WA 98512	
BASE BID				WHH Nisqually Federal 950 Pacific Ave. Suite 620 Tacoma, WA 98402		Pro Grade Enterprises PO Box 1182 Maple Valley, WA 98038	
Item	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount
26	Combination Air Valve Assembly, 1/2-inch	EA	1	\$2,000.00	\$2,000.00	\$2,830.00	\$2,830.00
27	Water Service	EA	9	\$2,000.00	\$18,000.00	\$2,450.00	\$22,050.00
28	Water Service, Extra Length	LF	281	\$10.00	\$2,810.00	\$20.00	\$5,620.00
29	Customer-side Water Service Line, Extra Length	LF	34	\$10.00	\$340.00	\$30.00	\$1,020.00
30	2-inch Polyethylene Water Pipe & Fittings	LF	567	\$13.00	\$7,371.00	\$20.00	\$11,340.00
31	Property Restoration	LS	1	\$2,000.00	\$2,000.00	\$29.55	\$16,754.85
32	Miscellaneous Work (Force Account)	FA	1	\$18,000.00	\$18,000.00	\$6,980.00	\$6,980.00
BASE BID					\$323,653.50		\$363,709.80
8.6% WASHINGTON STATE SALES TAX					\$27,834.20		\$31,279.04
BASE BID TOTAL					\$351,487.70		\$394,988.84
ADDITIVE ALTERNATE 1 BID - 2-INCH ASPHALT PLANE & OVERLAY							
33	Hot Mix Asphalt for Overlay, 2-inch	TON	165	\$137.00	\$22,605.00	\$142.50	\$23,512.50
34	Asphalt Pavement Planing, 2-inch	SY	1130	\$6.50	\$7,345.00	\$6.60	\$7,458.00
35	Pavement Markings and Markers	LS	1	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
36	Temporary Traffic Control for Overlay	LS	1	\$3,000.00	\$3,000.00	\$2,760.00	\$2,760.00
ADDITIVE ALTERNATE BID					\$34,950.00		\$38,730.50
8.6% WASHINGTON STATE SALES TAX					\$3,005.70		\$3,330.82
ADDITIVE ALTERNATE BID TOTAL					\$37,955.70		\$42,061.32
TOTAL CONTRACT AMOUNT BID (BASE + ADDITIVE ALTERNATE)					\$389,443.40		\$437,050.16
							\$501,003.29

7.5% maximum Mobilization was exceeded, rendering bidder non-responsive

Mathematical error, errors did not change the outcome of the bid

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

Project: Downtown AC Water Main Replacement & Looping
Bid Opening: December 15, 2015

BASE BID		Bidder & Address	City Estimate	
Item	Item Description		Unit Bid	Amount
1	Mobilization/Demobilization (7.5% Maximum)	LS	1	\$16,877.00
2	Temporary Water Pollution/Erosion Control	LS	1	\$1,000.00
3	Temporary Traffic Control	LS	1	\$19,400.00
4	Trench Shoring and Safety Systems	LS	1	\$1,600.00
5	Removal of Obstructions & Existing Structures	LS	1	\$4,000.00
6	Crushed Surfacing Top Course (CSTC)	TON	1500	\$19.00
7	Gravel Borrow (As Required)	TON	30	\$17.00
8	Foundation Gravel (As Required)	TON	30	\$19.00
9	Controlled Density Fill (CDF)	CY	18	\$100.00
10	Hot Mix Asphalt for Permanent Trench Patch	TON	190	\$120.00
11	Sawcutting	LF	3600	\$1.25
12	Cement Concrete Curb & Gutter	LF	45	\$40.00
13	Cement Concrete Sidewalk	SF	270	\$12.00
14	12-inch Ductile Iron Pipe, Class 52, Incl. Fittings	LF	448	\$72.00
15	8-inch Ductile Iron Pipe, Class 52, Incl. Fittings	LF	556	\$60.00
16	4-inch & 6-inch Ductile Iron Pipe, Class 52, Incl. Fittings	LF	23	\$55.00
17	Additional Ductile Iron Fittings (As Required)	LB	800	\$2.50
18	Connection to Existing Water Main	EA	6	\$1,000.00
19	Coupling, 6-inch Diameter	EA	1	\$235.00
20	End Cap Coupling Romac Style "EC501", 6-inch Dia	EA	3	\$210.00
21	12-inch Gate Valve Assembly	EA	2	\$2,150.00
22	8-inch Gate Valve Assembly	EA	3	\$1,150.00
23	4-inch Gate Valve Assembly	EA	1	\$700.00
24	Fire Hydrant Assembly, 5.25-inch MVO	EA	2	\$4,300.00
25	Fire Hydrant Bollard	EA	2	\$250.00

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

Project: Downtown AC Water Main Replacement & Looping
Bid Opening: December 15, 2015

BASE BID		Bidder & Address	City Estimate	
Item	Item Description	Unit	Qty.	Unit Bid Amount
26	Combination Air Valve Assembly, 1/2-inch	EA	1	\$1,950.00
27	Water Service	EA	9	\$2,000.00
28	Water Service, Extra Length	LF	281	\$12.00
29	Customer-side Water Service Line, Extra Length	LF	34	\$15.00
30	2-inch Polyethylene Water Pipe & Fittings	LF	567	\$25.00
31	Property Restoration	LS	1	\$4,000.00
32	Miscellaneous Work (Force Account)	FA	1	\$18,000.00
BASE BID				\$259,900.00
8.6% WASHINGTON STATE SALES TAX				\$22,351.40
BASE BID TOTAL				\$282,251.40
ADDITIVE ALTERNATE 1 BID - 2-INCH ASPHALT PLANE & OVERLAY				
33	Hot Mix Asphalt for Overlay, 2-inch	TON	165	\$117.00
34	Asphalt Pavement Planing, 2-inch	SY	1130	\$6.00
35	Pavement Markings and Markers	LS	1	\$800.00
36	Temporary Traffic Control for Overlay	LS	1	\$1,600.00
ADDITIVE ALTERNATE BID				\$28,485.00
8.6% WASHINGTON STATE SALES TAX				\$2,449.71
ADDITIVE ALTERNATE BID TOTAL				\$30,934.71
TOTAL CONTRACT AMOUNT BID (BASE + ADDITIVE ALTERNATE)				\$313,186.11

7.5% maximum for mobilization was exceeded, rendering bidder non-responsive
Mathematical error, errors did not change the outcome of the bid

DOWNTOWN WATER MAIN REPLACEMENT & LOOPING

BID FORM

For the complete performance of all Work required by Contract Documents for that project entitled "Downtown Water Main Replacement & Looping (KC CDBG Project No. C14247)" the following Bid is submitted. Bid item descriptions for each of the Bid items are located within the Technical Specifications "Measurement and Payment" section of the Contract Documents.

UNIT PRICES:

Note: Unit prices for all items, all extensions, and the total amount of bid must be shown. Show unit prices in both words and figures, and where conflict occurs, the written description shall prevail. Where conflict occurs between the unit price and the total amount named for any item the unit price shall prevail, and totals shall be corrected to conform thereto.

BASE BID

Item No.	Item Description	Estimated Quantity	Unit Price Dollars/ Cents	Amount Dollars/ Cents
1.	Mobilization/Demobilization (7.5% Maximum) \$ <u>fourteen thousand dollars</u> Per LS Unit Price in Words	1 LS	\$ <u>14,000</u>	\$ <u>14,000</u>
2.	Temporary Water Pollution/Erosion Control \$ <u>one thousand dollars</u> Per LS Unit Price in Words	1 LS	\$ <u>1000</u>	\$ <u>1000</u>
3.	Temporary Traffic Control \$ <u>twenty four thousand dollars</u> Per LS Unit Price in Words	1 LS	\$ <u>24,000</u>	\$ <u>24,000</u>
4.	Trench Shoring and Safety Systems \$ <u>one thousand dollars</u> Per LS Unit Price in Words	1 LS	\$ <u>1000</u>	\$ <u>1000</u>
5.	Removal of Obstructions and Existing Structures, Facilities, & Pavements \$ <u>eight thousand dollars</u> Per LS Unit Price in Words	1 LS	\$ <u>8000</u>	\$ <u>8000</u>
6.	Crushed Surfacing Top Course (CSTC) \$ <u>sixteen dollars</u> Per TON Unit Price in Words	1,500 TON	\$ <u>16⁰⁰</u>	\$ <u>24,000</u>
7.	Gravel Borrow (As Required)* \$ <u>thirty dollars</u> Per TON Unit Price in Words	30 TON	\$ <u>30</u>	\$ <u>900</u>

BID FORM
00300-1

DOWNTOWN WATER MAIN REPLACEMENT & LOOPING

Item No.	Item Description	Estimated Quantity	Unit Price Dollars/ Cents	Amount Dollars/ Cents
8.	Foundation Gravel (As Required)* \$ <u>thirty dollars</u> Per TON Unit Price in Words	30 TON	\$ <u>30</u>	\$ <u>900</u>
9.	Controlled Density Fill (CDF) \$ <u>one hundred fifty dollars</u> Per CY Unit Price in Words	18 CY	\$ <u>150</u>	\$ <u>2700</u>
10	Hot Mix Asphalt for Permanent Trench Patch \$ <u>one hundred dollars</u> Per TON Unit Price in Words	190 TON	\$ <u>100</u>	\$ <u>19,000</u>
11.	Sawcutting \$ <u>seventy five cents</u> Per LF Unit Price in Words	3,600 LF	\$ <u>.75</u>	\$ <u>2700</u>
12.	Cement Concrete Curb & Gutter \$ <u>twenty dollars</u> Per LF Unit Price in Words	45 LF	\$ <u>20</u>	\$ <u>900</u>
13.	Cement Concrete Sidewalk \$ <u>ten dollars</u> Per SF Unit Price in Words	270 SF	\$ <u>10</u>	\$ <u>2700</u>
14.	12-inch Ductile Iron Pipe, Class 52, Incl. Fittings \$ <u>sixty four dollars</u> Per LF Unit Price in Words	448 LF	\$ <u>64</u>	\$ <u>28,672</u>
15.	8-inch Ductile Iron Pipe, Class 52, Incl. Fittings \$ <u>fifty four dollars</u> Per LF Unit Price in Words	556 LF	\$ <u>54</u>	\$ <u>30,024</u>
16.	4-inch & 6-inch Ductile Iron Pipe, Class 52, Incl. Fittings \$ <u>eighty dollars</u> Per LF Unit Price in Words	23 LF	\$ <u>80</u>	\$ <u>1840</u>
17.	Additional Ductile Iron Fittings (As Required)* \$ <u>one dollar</u> Per LB Unit Price in Words	800 LB	\$ <u>1</u>	\$ <u>800</u>

BID FORM
00300-2

DOWNTOWN WATER MAIN REPLACEMENT & LOOPING

Item No.	Item Description	Estimated Quantity	Unit Price Dollars/ Cents	Amount Dollars/ Cents
18.	Connection to Existing Water Main \$ <u>two thousand dollars</u> Per EA Unit Price in Words	6 EA	\$ <u>2000</u>	\$ <u>12,000</u>
19.	Coupling, 6-Inch Diameter \$ <u>one hundred dollars</u> Per EA Unit Price in Words	1 EA	\$ <u>100</u>	\$ <u>100</u>
20.	End Cap Coupling Romac Style "EC501", 6-Inch Diameter \$ <u>one hundred dollars</u> Per EA Unit Price in Words	3 EA	\$ <u>100</u>	\$ <u>300</u>
21.	12-inch Gate Valve Assembly \$ <u>twenty two hundred dollars</u> Per EA Unit Price in Words	2 EA	\$ <u>2200</u>	\$ <u>4400</u>
22.	8-inch Gate Valve Assembly \$ <u>twelve hundred dollars</u> Per EA Unit Price in Words	3 EA	\$ <u>1200</u>	\$ <u>3600</u>
23.	4-inch Gate Valve Assembly \$ <u>eight hundred dollars</u> Per EA Unit Price in Words	1 EA	\$ <u>800</u>	\$ <u>800</u>
24.	Fire Hydrant Assembly, 5.25-Inch MVO \$ <u>thirty six hundred dollars</u> Per EA Unit Price in Words	2 EA	\$ <u>3600</u>	\$ <u>7200</u>
25.	Fire Hydrant Bollard \$ <u>one hundred dollars</u> Per EA Unit Price in Words	2 EA	\$ <u>100</u>	\$ <u>200</u>
26.	Combination Air Valve Assembly, 1/2-Inch \$ <u>twenty five hundred dollars</u> Per EA Unit Price in Words	1 EA	\$ <u>2500</u>	\$ <u>2500</u>
27.	Water Service \$ <u>twelve hundred dollars</u> Per EA Unit Price in Words	9 EA	\$ <u>1200</u>	\$ <u>10800</u>

BID FORM
00300-3

DOWNTOWN WATER MAIN REPLACEMENT & LOOPING

Item No.	Item Description	Estimated Quantity	Unit Price Dollars/ Cents	Amount Dollars/ Cents
28.	Water Service, Extra Length \$ <u>ten dollars</u> Per LF Unit Price in Words	281 LF	\$ <u>10</u>	\$ <u>2810</u>
29.	Customer-side Water Service Line, Extra Length \$ <u>ten dollars</u> Per LF Unit Price in Words	34 LF	\$ <u>10</u>	\$ <u>340</u>
30.	2-Inch Polyethylene Water Pipe & Fittings \$ <u>Fifteen dollars</u> Per LF Unit Price in Words	567 LF	\$ <u>15</u>	\$ <u>8505</u>
31.	Property Restoration \$ <u>Seven thousand dollars</u> Per LS Unit Price in Words	1 LS	\$ <u>7000</u>	\$ <u>7000</u>
32.	Miscellaneous Work (Force Account)* \$ <u>Eighteen Thousand</u> Per FA Unit Price in Words	1 FA	\$18,000.00	\$18,000.00

* Denotes contingent items of work

\$ two hundred forty one thousand six hundred ^{ninety one} dollars Subtotal: \$ 241,691
 Subtotal Base Bid (in words) (in figures)

\$ twenty thousand seven hundred eight five dollars 8.6% Sales Tax: \$ 20,785.43
 8.6% Washington State Sales Tax (in words) forty three cents (in figures)

\$ two hundred sixty two thousand four hundred seventy ^{six} dollars Total w/Tax: \$ 262,476.43
 Total Base Bid with Sales Tax (in words) and forty three cents (in figures)

BID FORM
00300-4

DOWNTOWN WATER MAIN REPLACEMENT & LOOPING

ADDITIVE ALTERNATE 1 BID - 2-INCH ASPHALT PLANE & OVERLAY

Item No.	Item Description	Estimated Quantity	Unit Price Dollars/Cents	Amount Dollars/Cents
33.	Hot Mix Asphalt for Overlay, 2-Inch <u>\$ eighty dollars</u> Per TON Unit Price in Words	165 TON	\$ <u>80</u>	\$ <u>13,200</u>
34.	Asphalt Pavement Planing, 2-Inch <u>\$ four dollars</u> Per SY Unit Price in Words	1,130 SY	\$ <u>4</u>	\$ <u>4520</u>
35.	Pavement Markings and Markers <u>\$ two thousand dollars</u> Per LS Unit Price in Words	1 LS	\$ <u>2000</u>	\$ <u>2000</u>
36	Temporary Traffic Control for Overlay <u>\$ two thousand dollars</u> Per LS Unit Price in Words	1 LS	\$ <u>2000</u>	\$ <u>2000</u>

\$ twenty one thousand seven hundred twenty dollars Subtotal: \$ 21,720
Subtotal Additive Alternate 1 Bid (in words) (in figures)

\$ one thousand six hundred seven dollars ninety two 8.6% Sales Tax: \$ 1867.92
8.6% Washington State Sales Tax (in words) cents (in figures)


\$ twenty three thousand five hundred eighty seven Total w/Tax: \$ 23,587.92
Total Additive Alternate 1 Bid with Sales Tax (in words) dollars (in figures)
ninety two cents

BID FORM
00300-5

DOWNTOWN WATER MAIN REPLACEMENT & LOOPING

Receipt of Addenda No(s). 1 is hereby acknowledged.

Iversen and Sons Inc
CONTRACTOR (Firm Name)


By (signature)

Seth R. Iversen
Name and title of person signing bid

Corporation - Wa.
(Indicate whether Contractor is Partnership,
Corporation, or Sole Proprietorship)

12-14-15
Date

IVERSS1935DW
Washington State Contractor's
Registration Number

122,709-00
Contractor's Industrial Insurance
Account Number

365278003
Employment Security Identification
Number

602636883
Uniform Business Identification
(UBI) Number

Contractor's Address:

PO BOX 14730

360-239-7614
Telephone Number

Tumwater Wa

360-858-7268
Fax Number

98511

SETH@IVERSENANDSONSINC
EMAIL .com

END OF BID SCHEDULE

[END OF SECTION 00300]

BID FORM
00300-6

DOWNTOWN WATER MAIN REPLACEMENT & LOOPING

SECTION 00310 - BID SECURITY

BID SECURITY DESCRIPTION

This Section contains a form that may be used by the Bidder for the Bid Security. Refer to the Instructions to Bidders for specific requirements.

BID GUARANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT: Iversen & Sons, Inc. hereinafter called "Principal", and Western Surety Company hereinafter called the "Surety", are jointly and severally held and firmly bound unto the City of Black Diamond, hereinafter called "Owner", in the penal sum of five percent (5%) of the aggregate of the Bid proposal of Principal for the Work, this sum not to exceed 5% Five percent of total amount bid dollars lawful money of the United States, for the payment whereof unto Owner, Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, said Principal is herewith submitting a Bid for the fulfillment of all Work required for the Downtown Water Main Replacement & Looping Project (KC CDBG Project No. C14247).

NOW, THEREFORE, the condition of this obligation is such that if Principal is awarded a contract for the Work, and if Principal within the time specified in the Contract Documents enters into, executes, and delivers to Owner a signed Agreement and the Performance Bond, Payment Bond and appropriate insurance certificates as required by the Contract Documents, then this obligation shall be void. If, however, the Principal fails or refuses to furnish, execute and deliver to Owner said Agreement, Performance Bond, Payment Bond and appropriate insurance certificates as required, and within the time required, by the Contract Documents, then Principal and Surety shall forfeit to Owner the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED the Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a discharge or a release of liability of Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and Owner and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED THIS 15th day of December, 2015.

Seal

Iversen & Sons, Inc.

Name of Contractor

By

Signature

Print Name

Its:

DOWNTOWN WATER MAIN REPLACEMENT & LOOPING

Seal

Western Surety Company

Name of Surety

By:

Chris A. Fix

Signature

Chris A. Fix

Print Name

Its: Attorney in Fact

[Power of Attorney Must be Attached]

c/o

CB&MS of WA., INC.

PO Box 75715

Seattle, WA 98175

Surety's Mailing Address

206-361-9693

206-365-5014

Surety's Phone and Fax Number

BID SECURITY DEPOSIT STATEMENT

Herewith find the deposit in the form of a certified check, cashiers check or cash in the amount of \$ _____, which amount is not less than five percent (5%) of the total Bid.

Name of Contractor

By:

Signature

Print Name

Its:

[END OF SECTION 00310]

BID SECURITY
00310-2

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71733912

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Chris A. Fix

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Iversen & Sons, Inc.

Obligee: City of Black Diamond

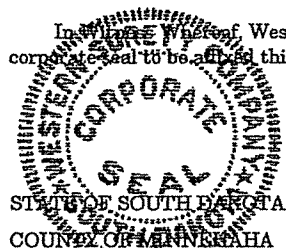
Amount: \$3,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of March 15, 2016, but until such time shall be irrevocable and in full force and effect.

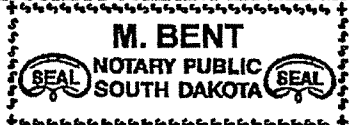
In witness whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 15th day of December, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

On this 15th day of December, in the year 2015, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



Notary Public - South Dakota

My Commission Expires March 2, 2020

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 15th day of December, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

DOWNTOWN WATER MAIN REPLACEMENT & LOOPING

SECTION 00320 – LIST OF SUBCONTRACTORS

FOR PROJECTS WITH AN ESTIMATED COST OF LESS THAN \$1,000,000 LIST OF SUBCONTRACTORS

Each Bidder shall submit with the Bid, or within one (1) hour after the time for submittal of sealed Bids, the names of all Subcontractors whose subcontract will amount to 10% or more of the total Bid. The list shall contain the name of the Subcontractor, the category of work to be performed by the Subcontractor, and the percentage of the total Bid price which is comprised of the Subcontractor's work.

Work to be Performed	% of Bid	Name & Phone Number of Subcontractor
<u>Asphalt paving</u>	<u>12.5</u>	<u>Puget Paving 253-474-5616</u>
<u> </u>	<u> </u>	<u> </u>
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[END OF SECTION 00320]

LIST OF SUBCONTRACTORS
00320-1

DOWNTOWN WATER MAIN REPLACEMENT & LOOPING

SECTION 00340 – NON-COLLUSION AFFIDAVIT

This form must be submitted by all Bidders with their Bid. Failure to submit this form may cause the Bid to be determined non-responsive and, therefore, void.

STATE OF WASHINGTON }
COUNTY OF Thurston } ss

Richard D Iversen, being first duly sworn, on her/his oath says that the Bid above submitted is a genuine and not a sham or collusive Bid, or made in the interest or on behalf of any person not therein named; and he/she further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above Work or supplies for the Work to put in a sham Bid, or any other person or entity to refrain from bidding; and that said Bidder has not in any manner sought by collusion to secure itself an advantage over any other Bidder or Bidders.

Richard Dale Iversen
Signature

Richard Dale Iversen
Print Name

VP - Iversen & Sons Inc
Print Title and Company Name

Subscribed and Sworn to before me this 15 day of Dec, 2015

Lalita Pathak
[Print Name]

Notary Public
State of Washington
LALITA PATHAK
My Commission Expires
January 14, 2019

Notary Public in, and for the State of Washington
Residing at Lacey
Appointment Expires January 14, 2019

[END OF SECTION 00340]

NON-COLLUSION AFFIDAVIT
00340-1

DOWNTOWN WATER MAIN REPLACEMENT & LOOPING

SECTION 00500 – AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2016, by and between The City of Black Diamond, hereinafter called "City" and Iversen and Sons Inc., hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor shall commence and complete the construction of the Downtown Water Main Replacement & Looping Replacement project (the "Project") in accordance with the Contract Documents.
2. The Contractor shall provide all labor, materials, tools, equipment, transportation, supplies and any other services necessary for the construction and completion of the Project.
3. The Contractor shall complete all physical Work on site, required by the Contract Documents, not later than June 15, 2016 or within 60 consecutive working days of the date when on-site Work begins, whichever occurs earlier; and shall substantially complete (Substantial Completion) all physical Work required by the Contract Documents, not later than June 3, 2016; unless the period for completion is extended otherwise in accordance with the Contract Documents.
4. The City and Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss and inconvenience if the Work is not completed within the time specified in Section 3 of this Agreement, plus any extensions allowed by the Contract Documents. They also recognize the delays, expense and the difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City \$400.00 for each calendar day that expires after the contracted date for substantial completion of the Work until substantial completion is obtained.
5. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the principal sum of sum of Two hundred sixty-three thousand four hundred eleven dollars (\$263,411) plus Washington State sales tax (8.6%) of Twenty-two thousand six hundred fifty-three dollars and thirty-five cents (\$22,653.35) for a total amount of Two hundred eighty-six thousand sixty-four dollars and 35 cents (\$286,064.35).
6. The term "Contract Documents" means and includes the following: Advertisement for Bids, Instructions to Bidders, Addenda, Bid, Bid Bond, Payment Bond, Performance and Warranty Bond, this Agreement, General Requirements, Special Provisions, King County Housing and Community Development Supplemental Construction Contract Conditions, Technical Specifications, Drawings, Notice of Award, Notice to Proceed, Change Orders, Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, 2014 (M41-10).
7. The City shall pay to the Contractor in the manner and at such times as set forth in the Contract Documents such amounts as required by the Contract Documents.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.
9. Contractor shall protect, defend, indemnify and save harmless the City of Black Diamond, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of Contractor. Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any

DOWNTOWN WATER MAIN REPLACEMENT & LOOPING

of its employees or agents. For this purpose, Contractor by mutual negotiation hereby waives, as respects the city only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the city incurs any judgment, award, and/or cost arising therefrom including attorney's fees to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from the Contractor.

The City of Black Diamond shall protect, defend, indemnify and save harmless Contractor, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the City. The City agrees that its obligations under the subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the City, by mutual negotiation, hereby waives, as respects Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event Contractor incurs any judgment, award, and/or cost arising therefrom including attorney's fees to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from the City.

10. In any lawsuit between the parties with respect to the matters covered by the Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement of which shall be deemed an original on the date first above written.

Signature

City Of Black Diamond – Mayor

Print Name

Print Company Name and Title

[END OF SECTION 00500]

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution No. 16-1074 Authorizing a grant agreement with the Department of Ecology for the 2015-2017 Stormwater Capacity Grant	Agenda Date: February 4, 2016 AB16-016	
Cost Impact (see also Fiscal Note): \$50,000 revenue Fund Source: Department of Ecology Timeline: Expires March 31, 2017	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	
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	X
	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 No. 16-1074; Grant Agreement		
SUMMARY STATEMENT: The purpose of this grant is to provide additional assistance to the City of Black Diamond with our Department of Ecology stormwater permit requirements. This grant will expire March 31, 2017 and is retroactive to July 1, 2015. The grant funds are as follows: Task 1 – Up to \$3,000 for Project Administration/Management Task 2 - \$47,000 for implementation and management of the Stormwater Program as required by the City's stormwater discharge permit from the Department of Ecology. This is a similar grant to previous grants the City has received from the Department of Ecology and can be used for items outlined in the City's Stormwater Management Program. FISCAL NOTE (Finance Department): This \$50,000 grant was expected in 2016 and is already included in the 2016 Budget.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 16-1074, authorizing the Mayor to execute a grant agreement with the Department of Ecology for the 2015-2017 Stormwater Capacity Grant.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 4, 2016		

RESOLUTION NO. 16-1074

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A GRANT
AGREEMENT WITH THE DEPARTMENT OF ECOLOGY
FOR THE 2015-2017 STORMWATER CAPACITY GRANT**

WHEREAS, the City of Black Diamond is required to meet Phase II NPDES Permit requirements; and

WHEREAS, the Department of Ecology has made funds available to municipalities required to meet Phase II NPDES Permit requirements in the form of the 2015-2017 Stormwater Capacity Grant;

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

Section 1. The Mayor is hereby authorized to execute a grant agreement with the Department of Ecology for the 2015-2017 Stormwater Capacity Grant in the amount of \$50,000 to meet Phase II NPDES Permit requirements.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF FEBRUARY, 2016.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk



Agreement WQSWCAP-1517-BlaDia-00012

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

City of Black Diamond

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and City of Black Diamond, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2015-2017 Biennial Stormwater Capacity Grants
Total Cost:	\$50,000.00
Total Eligible Cost:	\$50,000.00
Ecology Share:	\$50,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2015
The Expiration Date of this Agreement is no later than	03/31/2017
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

RECIPIENT INFORMATION

Organization Name: City of Black Diamond

Federal Tax ID: 91-6016204

DUNS Number: 195690011

Mailing Address: PO Box 599
Black Diamond, WA, 98010

Physical Address: PO Box 599
24301 Roberts Drive

Organization Email: shanis@ci.blackdiamond.wa.us

Organization Fax: (360) 886-2592

Contacts

Project Manager	Scott Hanis Capital Project/Program Manager PO Box 599 24301 Roberts Drive Black Diamond, Washington, 98010 Email: shanis@ci.blackdiamond.wa.us Phone: (360) 886-5700
Billing Contact	Scott Hanis Capital Project/Program Manager PO Box 599 24301 Roberts Drive Black Diamond, Washington, 98010 Email: shanis@ci.blackdiamond.wa.us Phone: (360) 886-5700
Authorized Signatory	Scott Hanis Capital Project/Program Manager PO Box 599 24301 Roberts Drive Black Diamond, Washington, 98010 Email: shanis@ci.blackdiamond.wa.us Phone: (360) 886-5700

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive
Lacey, WA 98503

Contacts

Project Manager	Kyle Graunke P.O. Box 47600 Olympia, Washington, 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452
Financial Manager	Kyle Graunke P.O. Box 47600 Olympia, Washington, 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereby sign this Agreement

Washington State
Department of Ecology

City of Black Diamond

Program Manager

Date

Heather Bartlett

Water Quality

Scott Hanis

Date

Capital Project/Program Manager

Carol Benson

Mayor

Date

SCOPE OF WORK

Task Number: 1 Task Cost: \$3,000.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Scott Hanis

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 Task Cost: \$47,000.00

Task Title: Project Administration/Management

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable.

RECIPIENT may conduct work related to implementation of additional activities required by the municipal stormwater NPDES permits. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
 - 2) Public involvement and participation activities.
 - 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping or geographic information systems of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
 - 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review and/or inspection staff.
 - d) Participation in applicable watershed planning effort.
 - 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
 - 6) Annual reporting activities.
 - 7) Establishing and refining stormwater utilities, including stable rate structures.
 - 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.
Monitoring, including:
 - a) Development of applicable QAPPs.
 - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
 - 9) Structural stormwater controls program activities (Phase I permit requirement)
 - 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
 - 11) Equipment purchases that result directly in improved compliance with permit requirements. Allowed costs for equipment purchases must be specific to implementing a permit requirement (such as a vactor truck) rather than
- WQSWCAP-1517-BlaDia-00012

general use (such as a general use pick-up truck). Qualified equipment purchases include but are not limited to:

- a) Illicit discharge testing equipment and materials.
- b) Vector truck or sweeper truck or MS4 maintenance activities.
- c) Electronic devices dedicated to mapping of MS4 facilities and attributes.
- d) Software dedicated to tracking permit implementation activities.

As a deliverable, documentation of all tasks completed is required. Documentation includes but is not limited to: maps, field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Recipient Task Coordinator: Scott Hanis

Project Administration/Management

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

Agreement No: WQSWCAP-1517-BlaDia-00012
Project Title: 2015-2017 Biennial Stormwater Capacity Grants
Recipient Name: City of Black Diamond

BUDGET

Funding Distribution EG160312

Funding Title: Capacity Grant FY16
Funding Type: Grant Funding Expiration Date: 03/31/2017
Funding Effective Date: 07/01/2015
Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account
Type: State
CFDA:
Assistance Agreement:
Description: MTCA

Recipient Match %: 0
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Capacity Grant FY16	Task Total
Project Administration/Management	\$ 1,500.00
Permit Implementation	\$ 23,500.00

Total: \$ 25,000.00

Agreement No: WQSWCAP-1517-BlaDia-00012
Project Title: 2015-2017 Biennial Stormwater Capacity Grants
Recipient Name: City of Black Diamond

BUDGET

Funding Distribution EG160313

Funding Title: Capacity Grant FY17
Funding Type: Grant Funding Expiration Date: 03/31/2017
Funding Effective Date: 07/01/2016
Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account
Type: State
CFDA:
Assistance Agreement:
Description: MTCA

Recipient Match %: 0
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Capacity Grant FY17	Task Total
Project Administration/Management	\$ 1,500.00
Permit Implementation	\$ 23,500.00

Total: \$ 25,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Capacity Grant FY16	0.00 %	\$ 0.00	\$ 25,000.00	\$ 25,000.00
Capacity Grant FY17	0.00 %	\$ 0.00	\$ 25,000.00	\$ 25,000.00
Total		\$ 0.00	\$ 50,000.00	\$ 50,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's ADMINISTRATIVE REQUIREMENTS FOR RECIPIENTS OF ECOLOGY GRANTS AND LOANS at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed.

“Project Schedule” means that schedule for the project specified in the agreement.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to ECOLOGY.

B. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

C. Cultural and Historic Resources Protection Compliance with Environmental Laws and Regulations. The RECIPIENT shall:

- 1) The RECIPIENT shall comply with all applicable federal, state and local environmental laws, statutes, regulations, executive orders, and permits.
- 2) The RECIPIENT shall comply with Ecology’s Archaeological Resource and Historic Property review process. The RECIPIENT agrees that in no case shall construction activities, ground disturbance, or excavation of any kind, begin until provisions of this process are complied with. The RECIPIENT is responsible for developing a complete Inadvertent Discovery Plan (IDP). The IDP must be immediately available by request by any party. An IDP must be immediately available and be implemented to address any discovery. The RECIPIENT will implement the procedures in the IDP, and immediately notify ECOLOGY, the Department of Archeology and Historic Preservation (DAHP), and tribal representatives if human remains, cultural, or archeological resources are discovered in the course of construction. For more details regarding requirements under this provision, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State’s Department of Enterprise Services (DES) issues all payments. DES maintains a

central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process also allows The RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If The RECIPIENT have questions about the vendor registration process or setting up direct deposit payments contact DES at the Payee Help Desk at (360) 664-7779 or payeehelpdesk@des.wa.gov.

E. Equipment Purchase: Equipment not included in the scope of work or a construction plan and specification approval must be pre-approved by ECOLOGY's project manager before purchase.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3 for Section 319 funded projects or 7 for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement will be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF SFY15-17 CAPACITY GRANTS

ECOLOGY shall reimburse eligible project expenses following the schedule below.

Prior to July 1, 2016: Total reimbursements to the RECIPIENT for eligible project expenses are limited to a maximum \$25,000.

After July 1, 2016: If funding is available, ECOLOGY will provide written notification via email to the RECIPIENT project manager stating that ECOLOGY may reimburse additional eligible expenses up to the total project eligible cost of \$50,000. Eligible project expenses may be incurred at any time between July 1, 2015 and March 31, 2017. If additional funds are not available, total reimbursements for eligible project expenses will be limited to a maximum of \$25,000.

If the RECIPIENT fails to submit two or more consecutive quarterly reports via the EAGL grant management system, ECOLOGY may consider this failure to provide progress reports as non-performance and initiate actions to amend or terminate this agreement.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsr.gov <<http://www.fsr.gov>> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <<http://www.usaspending.gov>>.

For more details on FFATA requirements, see www.fsr.gov <<http://www.fsr.gov>>.

GENERAL TERMS AND CONDITIONS

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.

- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
- c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods

or services.

- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
- a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
- b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state

has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers

and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp>.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

GENERAL TERMS AND CONDITIONS LAST UPDATED 12/25/2015

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution No. 16-1075, establishing a City Employee Wellness Program	Agenda Date: February 4, 2016	
	AB16-017	
	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	X
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$300	Public Works – Seth Boettcher	
Fund Source: --General Fund	Court – Stephanie Metcalf	
Timeline: Jan – Dec 2016		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution No. 16-1075; Wellness Program Information		
<p>SUMMARY STATEMENT:</p> <p>Last year Mayor Benson tasked the City Clerk with implementing a City wellness program for employees through the Association of Washington Cities (AWC) Wellness Program. Approval of this item would be the first step in implementing this program.</p> <p>Employee wellness programs have been proven to aid in the prevention of illnesses and injuries, promoting better morale, reduced absenteeism, and enhanced productivity and performance among City employees. In addition to these benefits, the City will be able to apply for a WellCity Award through AWC and if awarded will be eligible for a 2% premium discount for health benefits; this discount would apply for 2018 premium costs, and would be approximately \$ 9,500 annually based on our 2015 rates.</p> <p>Participation in the program does require the City to budget a minimum of \$10 per employee, which would be approximately \$300 annually. These funds will be used to put on wellness activities and provide incentives for employees.</p> <p>In order to build a successful program AWC has identified the following nine steps that are expressed as the AWC Well City Standards:</p> <p>AWC WellCity Standards</p> <ol style="list-style-type: none"> 1. Developing Policies & Procedures 2. Gaining Management Support 3. Creating a Wellness Committee 4. Weaving Your Wellness Network 5. Assessing Program Needs 6. Building an Infrastructure of Health 7. Forming an Operating Plan 		

8. Planning Activities and Interventions

9. Evaluating Progress & Outcomes

Once the program is established by Council the Wellness Committee comprised of 4 – 7 employees will be working together to develop and implement the program using the AWC WellCity Standards.

FISCAL NOTE (Finance Department): The \$300 cost is assessed at \$10.00 per employee and will be covered within each department's budget for 2016.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 16-1075, establishing a City Employee Wellness Program.**

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 4, 2016		

RESOLUTION NO. 16-1075

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON ESTABLISHING A CITY EMPLOYEE WELLNESS PROGRAM

WHEREAS, the City Council of the City of Black Diamond recognizes that employee health is related to lifestyle decisions and many illnesses and injuries can be prevented by positive health practices; and

WHEREAS, the City of Black Diamond further recognizes that improvements to employee health, achievable through active workplace health promotion programs and activities can result in better morale, reduced absenteeism, and enhanced productivity and performance; and

WHEREAS, the City Council wishes to implement a City Employee Wellness Program aimed at preventing illnesses and injuries and promoting better morale, reduced absenteeism, and enhanced productivity and performance among City employees;

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

Section 1. In order to contribute to the health and wellbeing of City employees the Wellness Committee pledges the following:

- Improve the quality of life through knowledge about health and lifestyle.
- Decrease the usage of health care services under the current provider's health benefits plan.
- Decrease the incident of workplace injuries and the severity of injury claims expense.
- Reduce sick leave usage.
- Improve employee morale and well-being.
- Demonstrate to employees that the City of Black Diamond cares about health and well-being of its workforce.
- Increase recreational or other opportunities which lead to improved physical and emotional health and reduced stress.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF FEBRUARY, 2016.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

T W O T H O U S A N D F I F T E E N



we)(city

A W A R D S



Real Rewards

A 2% premium discount

Real Support

Personalized hands-on resources

Real Health

Investing in employees and reducing costs

awcnet.org/WellCityAwards



A Message from Luann Hopkins, AWC Interim CEO

Employers play a vital role in building a workplace that supports healthy behaviors. Earning the WellCity Award takes a commitment by elected officials, management, and staff.

Employers that place employee health among their core values, and demonstrate that belief through healthy workplace policies, environments, and wellness programs, empower their employees to value and maintain good health. Both the city and the community benefit from more productive, engaged employees, it's a win for everyone.

Along with a 2% discount on medical premiums, the AWC Trust provides the support you need to succeed in earning the WellCity Award. With a true commitment to health, any Trust member, large or small, can earn this award. Our comprehensive WellCity requirements reflect a broad-based strategy supporting employee health and productivity, which results in reduced health care costs.

Congratulations to the record-breaking 111 employers that earned this year's WellCity Award! Your dedication and commitment to health is commendable. Keep up the outstanding work. If you aren't a current WellCity, give our staff a call and get started on your journey to health and productivity today.

Luann Hopkins

Luann Hopkins, AWC Interim CEO

Of every 100 Trust-insured people.

68  are overweight

60  have a poor diet

46  report high stress

28  get little or no exercise

13  suffer from depression

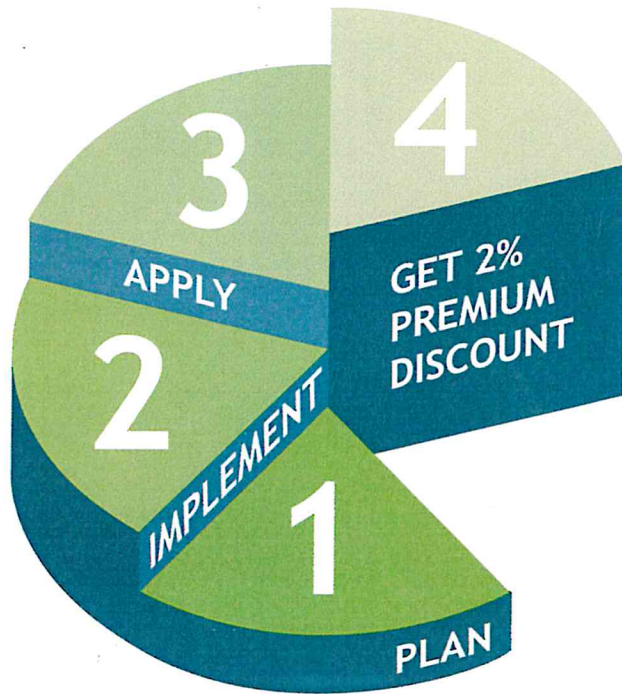
12  live with asthma

These statistics demonstrate why it's important to have a comprehensive wellness program that creates and supports a culture of health.

Aggregate data from over 10,000 AWC Trust members completing Health Questionnaire in 2014.



Steps to WellCity Success



WellCity Award Timeline

Year 1

Plan your wellness program

Year 2

Implement a program that meets the WellCity Standards

Year 3

Apply annually for the WellCity Award
February 1 application deadline

Year 4

Receive a 2% discount on all medical premiums

Keep the momentum going!

Navigating Your Way to WellCity USA

Becoming a WellCity takes commitment. The AWC Trust helps you get started by providing a roadmap with the WellCity Standards. These standards are your guide to developing a successful program. And the AWC Trust offers tools and support every step of the way.

We know every city and town is different. The WellCity standards allow you to personalize a plan that is just right for your workplace. It doesn't matter how large or small you are—all Trust members can earn the award.

WellCity Standards At-A-Glance

1. **Policies & Procedures** - Create a strong foundation for employee health with your council-adopted wellness program and budget allocations.
2. **Management Support** - Demonstrate support among elected officials and all levels of management.
3. **Wellness Committee** - Establish committee guidelines with broad employee representation.
4. **Wellness Network** - Leverage resources like internal champions and external partners.
5. **Needs Assessment** - Use data to drive program goals and maximize effectiveness.
6. **Worksite Environment** - Make the healthy choice the easy choice with an environment that supports health and contributes to a healthy work culture.
7. **Operating Plan** - Develop an annual plan with goals, objectives, timeline, communications, budget & evaluation.
8. **Activities & Interventions** - Align activities with the outcome of the needs assessment.
9. **Evaluation** - Tie measurements to goals and objectives.

The WellCity Standards create the framework for a successful program. And the Trust provides you support throughout the journey, including many no-cost campaigns, materials, consultation, tools and more. Contact our helpful staff or visit awctrust.org for more information.

For Employees

Tools & Services

- Health Central - awctrust.org
- Health Questionnaire (HQ)
- Onsite health screenings
- Health coaching
- Weight management coaching
- Condition management
- Nurse advice line
- Employee Assistance Program
- Tobacco cessation
- *Wellness Newsletter*
- *Peace of Mind Newsletter*

20,600

Trust-insured employees, spouses, retirees

Trust-insured employees, spouses, retirees



WellCity Rewards

At the AWC Trust, we stand behind our belief that wellness matters. We're putting real dollars out there for cities that earn the WellCity Award.

WellCity Award recipients receive a 2% discount on medical premiums. In today's economy, a 2% discount is significant.

In 2015, WellCities are saving over \$3 million in premiums.

The rewards to employers reach far beyond the 2% discount. WellCities also benefit from:

- Reduced costs, saving you premium dollars, sick days, disability, workers' compensation, impaired performance & lost productivity.
- Improved employee health, morale and retention.
- A culture of health at city hall, where the healthy choice is the easy choice.
- Recognition as a leader in Washington State and in our nation, with a commitment to sustainable, quality government.

Healthy Leadership is:

Encourage Support Partnership Advocate Share
Family Model Challenge Participate
Opportunity Invitation Believe

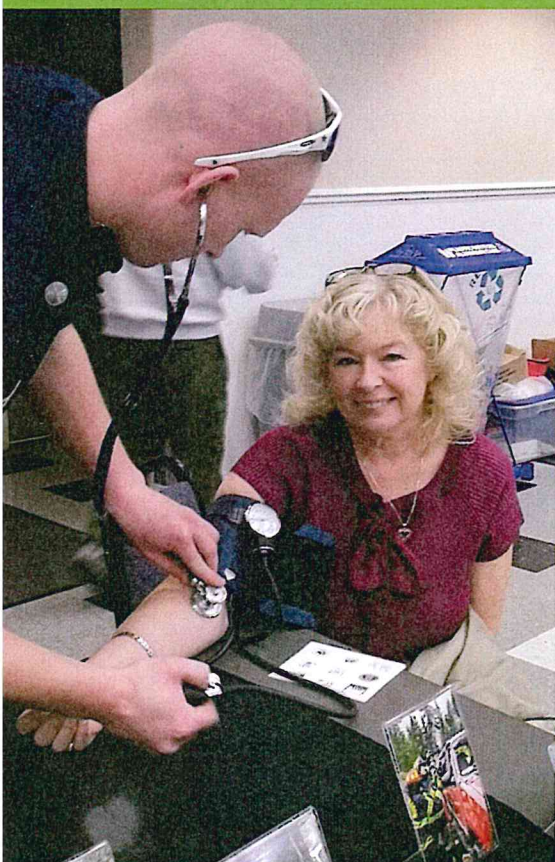
WellCity Winners Have

Lower

Weight, Stress,
Tobacco Use,
Alcohol Use,
Blood Pressure

More people who

Exercise,
Complete HQ,
Use a Health Coach,
Access Health
Management Tools





Recognized for a commitment to employee health.

Congratulations 2015 WellCities!

Aberdeen
Airway Heights
Algona
Anacortes
Arlington
Auburn
Bainbridge Island
Battle Ground
Bellingham
Benton Franklin Council of Governments
Bonney Lake
Bothell
Buckley
Burien
Burlington
Camas
Chehalis
Chelan
Cheney
Clyde Hill
Colfax
College Place
Colville
Concrete
Coulee Dam
Covington
Davenport
Des Moines
DuPont
Duvall
East Wenatchee
Eatonville
Enumclaw
Ferndale
Fife
Fircrest
Gig Harbor

Goldendale
Hoquiam
Kelso
Kenmore
Kennewick
Kitsap Transit
Lacey
Lake Stevens
Lake Forest Park
Lakewood
Liberty Lake
Long Beach
Longview
LOTT Clean Water Alliance
Lynden
Lynnwood
MACECOM
Maple Valley
Marysville
Medical Lake
Medina
Mercer Island
Mill Creek
Milton
Montesano
Moses Lake
Mount Vernon
Mukilteo
Mukilteo Water & Wastewater District
Normandy Park
North Bend
Northwest Clean Air Agency
Oak Harbor
Okanogan
Olympia
Olympic Region Clean Air Agency
Orting

Pierce County Library System
Port Angeles
Port Orchard
Port Townsend
Pullman
RiverCom 911
Sammamish
SeaTac
Sedro-Woolley
Shelton
Shoreline
Skagit Transit
Snohomish
Snoqualmie
South Sound 911
Spokane Valley
Stanwood
Steilacoom
Sumner
Tacoma Pierce County Health Department
Thurston 9-1-1 Communications
Toledo
Toppenish
Tumwater
Union Gap
University Place
Valley View Sewer District
Walla Walla
Washington Cities Insurance Authority
Washougal
Wenatchee
West Richland
Whatcom Council of Governments
Wilbur
Woodinville Water District
Woodland
Yelm

awcnet.org/WellCityAwards