



CITY OF BLACK DIAMOND
February 7, 2019 Regular Business Meeting Agenda
25510 Lawson St., Black Diamond, Washington

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

AGENDA REVIEW AND APPROVAL:

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

CONSENT AGENDA:

- 1) Claim Checks** – February 7, 2019 – Check No. 47128 through 47194 (void 47139) in the amount of \$200,616.62
- 2) Minutes** – Council Work Session of January 10, 2019 and Council Meeting of January 17, 2019

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:

- 3) AB19-003A** – Resolution No. 19-1288 Confirming the Mayor's Appointment of Richard LaConte to the Planning Commission Position #1 Mayor Benson

NEW BUSINESS:

- 4) AB19-011** – Resolution No. 19-1294 Authorizing Professional Services Contract with AHBL for Planning Consultant Services for the MDRT Department Mr. Williamson
- 5) AB19-012** – Resolution No. 19-1295 Awarding Construction Contract with Goodfellow Bros. LLC for the Roberts Drive Improvements 135' West of Rock Creek Bridge to Bruckners Way Mr. Boettcher
- 6) AB19-013** – Resolution No. 19-1296 Awarding Construction Contract to South Sound Fencing LLC for Shop Fence and Gate Repairs Project Mr. Boettcher

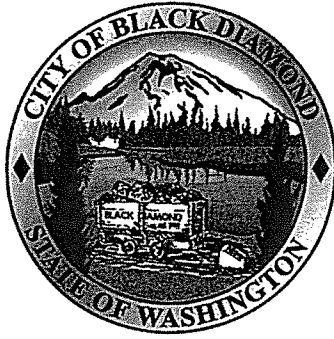
DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

- Councilmember Deady
- Councilmember Oglesbee
- Councilmember Edelman
- Councilmember Stout
- Councilmember Wisnoski

ATTORNEY REPORT:
PUBLIC COMMENTS:
EXECUTIVE SESSION:
ADJOURNMENT:



CERTIFICATION

Date: February 7th, 2019 Council Meeting

Check No.'s/EFT Batch Name Check/EFT Date Amount

47128 – 7129	January – Early 3 rd January Batch	01/18/2019	\$ 483.50
47130 – 47158	December – Early 5 th December Batch	01/22/2019	\$ 123,413.23
47159 – 47192	January – 3 rd Jan Batch for 02/07 Council	02/08/2019	\$ 73,949.49
V47139	January – Jan Void Batch for 02/07 Council	02/08/2019	\$ (1,192.00)
47193 – 47194	February – 1 st Feb Batch for 02/07 Council	02/08/2019	\$ 3,962.40
		TOTAL	\$ 200,616.62

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

MAY MILLER, FINANCE DIRECTOR

CAROL BENSON, MAYOR

1-31-2018

DATE

DATE

COUNCILMEMBERS

DATE

Register

Fiscal: 2019, 2018

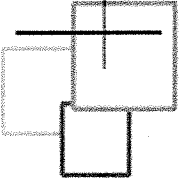
Deposit Period: 2019 - February, 2019 - January, 2018 - December

Check Period: 2019 - February - 1st Feb Batch for 02/07 Council, 2019 - January - Jan Void Batch for 02/07 Council,
2019 - January - Early 3rd January Batch, 2019 - January - 3rd Jan Bacth for 02/07 Council, 2018 - December -
Early 5th December Batch

Number	Name	Print Date	Amount
Check			
47128	City of Black Diamond	1/18/2019	\$423.50
47129	Judicial Conference Registrar	1/18/2019	\$60.00
47130	AHBL, Inc.	1/22/2019	\$17,432.50
47131	BHC Consultants, LLC	1/22/2019	\$2,394.96
47132	CHS/Cenex	1/22/2019	\$3,669.72
47133	City of Enumclaw	1/22/2019	\$9,587.62
47134	City of Issaquah	1/22/2019	\$194.00
47135	City of Renton/EHD	1/22/2019	\$527.00
47136	Criminal Justice Training Commission	1/22/2019	\$75.00
47137	Financial Consultants International Inc	1/22/2019	\$762.30
47138	Gunderson Law Firm	1/22/2019	\$1,700.00
47139	Integrity Land LLC	1/22/2019	\$1,192.00
47140	Jeffrey and Katherine McCloskey	1/22/2019	\$221.66
47141	Kenyon Disend, PLLC	1/22/2019	\$11,571.77
47142	King County Finance	1/22/2019	\$395.15
47143	King County Finance - I-Net	1/22/2019	\$1,904.42
47144	King County Finance - Water & Land Resources Div.	1/22/2019	\$4,544.00
47145	King County Fire District #44	1/22/2019	\$1,075.40
47146	Michael L. March	1/22/2019	\$600.00
47147	Parametrix, Inc.	1/22/2019	\$10,070.11
47148	Perteet Inc.	1/22/2019	\$4,525.00
47149	Puget Sound Energy	1/22/2019	\$8,017.98
47150	Republic Services #176	1/22/2019	\$808.18
47151	RH2 Engineering Inc.	1/22/2019	\$5,787.90
47152	South Correctional Entity	1/22/2019	\$175.00
47153	Summit Law Group, PLLC	1/22/2019	\$3,862.87
47154	Valley Communications Center	1/22/2019	\$10,643.84
47155	Varius Inc.	1/22/2019	\$19,259.50
47156	Voice of The Valley	1/22/2019	\$470.00
47157	Washington State Dept. of Corrections	1/22/2019	\$90.00
47158	Yakima County Department of Corrections	1/22/2019	\$1,855.35
47159	AHBL, Inc.	2/8/2019	\$1,557.50
47160	Amazon Capital Services, Inc.	2/8/2019	\$118.42
47161	Andrei Medvedev	2/8/2019	\$228.72
47162	Black Diamond Community Center	2/8/2019	\$15,000.00
47163	CenturyLink (AZ)	2/8/2019	\$33.05
47164	CenturyLink (WA)	2/8/2019	\$1,004.35
47165	Chicago Title Company of Washington	2/8/2019	\$385.35
47166	Comcast	2/8/2019	\$230.63

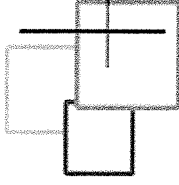
47167	Comcast (PA)	2/8/2019	\$399.09
47168	DKS Associates	2/8/2019	\$15,000.00
47169	Fugate Ford	2/8/2019	\$241.02
47170	HiTek Telecom	2/8/2019	\$433.31
47171	Home Depot Credit Service	2/8/2019	\$493.62
47172	Honey Bucket/Northwest Cascade Inc.	2/8/2019	\$178.00
47173	International Institute of Municipal Clerks	2/8/2019	\$170.00
47174	Johnsons Home & Garden	2/8/2019	\$66.18
47175	King County Municipal Clerk's Association	2/8/2019	\$25.00
47176	King County Police Chief's Association	2/8/2019	\$50.00
47177	Law Office of Krista White Swain	2/8/2019	\$3,600.00
47178	LEIRA	2/8/2019	\$100.00
47179	Office Products Nationwide	2/8/2019	\$563.64
47180	Pam McCain/William Burrige	2/8/2019	\$2,604.00
47181	Puget Sound Clean Air Agency	2/8/2019	\$3,429.00
47182	Regional Animal Services of King County	2/8/2019	\$60.00
47183	RH2 Engineering Inc.	2/8/2019	\$1,754.29
47184	Safe Security	2/8/2019	\$54.98
47185	SHI International Corp.	2/8/2019	\$16,978.60
47186	Steven Bell	2/8/2019	\$1,192.00
47187	Uline	2/8/2019	\$205.60
47188	Verizon Wireless	2/8/2019	\$1,427.91
47189	Wa Association of Sheriffs & Police Chiefs	2/8/2019	\$120.00
47190	Waterfront Solutions, Inc.	2/8/2019	\$282.63
47191	Williams Scotsman, Inc.	2/8/2019	\$5,412.60
47192	WPTA 2019 Conference	2/8/2019	\$550.00
47193	ADT Security Services (PA)	2/8/2019	\$96.13
47194	Sorci Family LLC	2/8/2019	\$3,866.27
V47139	Integrity Land LLC	2/8/2019	(\$1,192.00)
		Total	\$200,616.62

Voucher Directory with Transaction Date



Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
City of Black Diamond				
47128	BLD19-0005	1/16/2019	2019 - January - Early 3rd January Batch	
	Wall Permit: Court/Chambers			
	310-000-002-594-18-62-03		Gen Govt Campus Improvements	\$423.50
	Total BLD19-0005			\$423.50
	Total 47128			\$423.50
	Total City of Black Diamond			\$423.50
Judicial Conference Registrar				
47129	011619 JCR	1/16/2019	2019 - January - Early 3rd January Batch	
	Accountability & Court Performance Registration			
	001-000-120-512-50-49-01		Training	\$60.00
	Certification from Institute for Court Management			\$60.00
	Total 011619 JCR			\$60.00
	Total 47129			\$60.00
	Total Judicial Conference Registrar			\$60.00
	Vendor Count	2	Grand Total	\$483.50

Voucher Directory with Transaction Date



Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	

AHBL, Inc.

47130	110768	10/26-11/25 BD Land Use Services 001-000-240-558-60-41-08	11/30/2018	2018 - December - Early 5th December Batch	
		SMP Periodic Update		Prof Svs-Shoreline Mstr Prg	\$1,140.00
	Total 110768				\$1,140.00
47130	110791	10/26-11/25 BD Land Use Services 001-000-240-558-51-41-08	11/30/2018	2018 - December - Early 5th December Batch	
		Plan Review		Prof Svs-Planning/Reg Review	\$467.50
	Total 110791				\$467.50
47130	111076	11/26-12/31 MDRT Planning Services 001-000-257-558-70-49-00	12/31/2018	2018 - December - Early 5th December Batch	
				MDRT- Prof Svcs - Planning	\$15,825.00
	Total 111076				\$15,825.00
					\$17,432.50
					\$17,432.50
Total AHBL, Inc.					
BHC Consultants, LLC					
47131	0010535	10/27-11/30 Building Inspection Services 001-000-240-558-51-41-03	12/21/2018	2018 - December - Early 5th December Batch	
				Prof Svs-Inspection Svcs	\$2,394.96
	Total 0010535				\$2,394.96
Total 47131					\$2,394.96
Total BHC Consultants, LLC					\$2,394.96

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number		Name	Amount

CHS/Cenex

47132	124244 123118	12/31/2018	2018 - December - Early 5th December Batch		
	Dec 2018 City Fuel				
	001-000-181-518-30-32-00		Fuel		\$259.61
	001-000-215-521-10-32-00		Marine Fuel VRF		\$7.48
	001-000-215-521-14-32-00		Marine Grt-Fuel		\$67.30
	001-000-240-558-51-32-00		Fuel		\$160.34
	001-000-246-558-70-32-00		Fuel		\$214.66
	001-000-270-576-80-32-00		Fuel		\$29.76
	001-000-280-536-20-32-00		Fuel		\$14.90
	101-000-000-543-50-32-00		Fuel		\$163.69
	401-000-000-534-80-32-00		Fuel		\$178.57
	407-000-000-535-80-32-00		Fuel		\$178.57
	410-000-000-531-10-32-00		Fuel		\$1,453.45
	Total 124244 123118				
47132	128275 123118	12/31/2018	2018 - December - Early 5th December Batch		
	Dec 2018 PD Fuel				
	001-000-210-521-10-32-00		PD-Fuel		\$2,216.27
	Total 128275 123118				\$2,216.27
Total CHS/Cenex					\$3,669.72
City of Enumclaw					\$3,669.72
47133	05537	12/31/2018	2018 - December - Early 5th December Batch		
	Jail Services for Oct, Nov, Dec 2018 and Medical Services				
	001-000-211-523-60-49-00		Jail Costs		\$9,587.62
	Total 05537				\$9,587.62
Total 47133					\$9,587.62
Total City of Enumclaw					\$9,587.62

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	

City of Issaquah

47134	19000026	1/9/2019	2018 - December - Early 5th December Batch		
		Jail Housing December, 2018			
		001-000-211-523-60-49-00		Jail Costs	\$194.00
Total 47134	Total 19000026				\$194.00
Total City of Issaquah					\$194.00
City of Renton/EHD					\$194.00

47135	010919 EHD	1/9/2019	2018 - December - Early 5th December Batch		
		12/01-12/31 Charges			
		001-000-211-523-60-49-01		Electronic Home Monitor Costs	\$527.00
Total 47135	Total 010919 EHD				\$527.00
Total City of Renton/EHD					\$527.00
Criminal Justice Training Commission					\$527.00

47136	201131808	1/11/2019	2018 - December - Early 5th December Batch		
		001-000-216-521-10-49-00		Proficiency Training Program	\$75.00
Total 47136	Total 201131808				\$75.00
Total Criminal Justice Training Commission					\$75.00
Financial Consultants International Inc					\$75.00

47137	16371	12/27/2018	2018 - December - Early 5th December Batch		
		Install Lights & Radio			
		510-000-200-594-48-64-09		PW- Truck & Equip	\$762.30
Total 47137	Total 16371				\$762.30
Total Financial Consultants International Inc					\$762.30

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	
Gunderson Law Firm					
47138	122618 GLF	1/14/2019	2018 - December - Early 5th December Batch		
	Total 122618 GLF	2nd half of December 2018			
		001-000-151-515-30-41-04		Court Legal-Pros Attorney	\$1,700.00
Total 47138					\$1,700.00
Total Gunderson Law Firm					\$1,700.00
Integrity Land LLC					
47139	PLN18-0073 IL	12/5/2018	2018 - December - Early 5th December Batch		
		CD Refund: Permit not Needed			
		001-000-240-341-81-00-00		Technology Cost Recovery Fee	\$45.00
		001-000-240-345-89-00-05		Various Shoreline Fees	\$1,147.00
Total 47139		Total PLN18-0073 IL			\$1,192.00
Total Integrity Land LLC					\$1,192.00
Jeffrey and Katherine McCloskey					
47140	BLD17-0079 JKM	12/18/2018	2018 - December - Early 5th December Batch		
		CD Refund: Task Order #008			
		001-000-240-345-89-99-20		Pass thru Consultant-Deposits	\$221.66
Total 47140		Total BLD17-0079 JKM			\$221.66
Total Jeffrey and Katherine McCloskey					\$221.66
Kenyon Disend, PLLC					
47141	188128	12/31/2018	2018 - December - Early 5th December Batch		
		Dec 2018 Capitol Projects			
		001-000-150-515-30-41-33		Legal Svs Franchise Costs Soos Cr.	\$691.00
		410-000-009-595-40-61-02		N. Comm Storm Land pur assoc costs	\$2,551.75
Total 47141		Total 188128			\$3,242.75

Vendor		Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
			Account Number		Name Title	
47141	188129		12/31/2018	2018 - December - Early 5th December Batch		
		Dec 2018 PDR Requests				
	Total 188129	001-000-150-515-30-41-17			Legal Costs-Public Disc/Oth	\$93.00
						\$93.00
47141	188130		12/31/2018	2018 - December - Early 5th December Batch		
		Dec 2018 General Services				
		001-000-150-515-30-41-01			Legal Services-General Govt	\$896.66
		101-000-000-543-30-41-05			Legal Costs	\$199.26
		401-000-000-534-80-41-04			Legal Svcs	\$298.88
		407-000-000-535-80-41-09			Legal Costs	\$298.88
		410-000-000-531-10-41-01			Legal Costs	\$298.88
	Total 188130					\$1,992.56
47141	188131		12/31/2018	2018 - December - Early 5th December Batch		
		Dec 2018 MDRT				
	Total 188131	001-000-257-558-70-41-00			MDRT Legal Services	\$6,243.46
						\$6,243.46
	Total 47141					\$11,571.77
	Total Kenyon Disend, PLLC					\$11,571.77
	King County Finance					
47142	5002428		9/28/2018	2018 - December - Early 5th December Batch		
		Period Ending 05/31/18				
		310-000-004-595-62-63-02			Ginder Creek Trail	\$151.15
		Easment & Excise Tax Recording				
		410-000-000-531-10-49-50			Bank Analysis Fees/Merch CC/ Lien Fees	\$137.00
		Lien Release				
	Total 5002428					\$288.15
47142	5002440		9/28/2018	2018 - December - Early 5th December Batch		
		Period Ending 06/30/18				
		101-000-000-542-90-49-00			Miscellaneous	\$107.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	

Easement Recording

Total 5002440
 Total 47142
 Total King County Finance
 King County Finance - I-Net
 47143
 11007691

2018 - December - Early 5th December Batch

Dec 2018 Services
 001-000-214-521-20-42-01
 310-000-011-594-18-64-00
 Total 11007691
 Total 47143
 Total King County Finance - I-Net
 King County Finance - Water & Land Resources Div.
 47144
 91750
 Total 91750
 Total 47144
 Total King County Finance - Water & Land Resources Div.
 King County Fire District #44
 47145
 17-0103
 Total 17-0103
 Total 47145
 Total King County Fire District #44

Police Comm KC I-Net
 General Government Technology
 \$375.00
 \$1,529.42
 \$1,904.42
 \$1,904.42
 \$1,904.42

2018 - December - Early 5th December Batch

1/14/2019
 3rd Trimester 2018
 410-000-000-531-10-49-09
 WRIA 9
 \$4,544.00
 \$4,544.00
 \$4,544.00
 \$4,544.00

2018 - December - Early 5th December Batch

1/11/2019
 Oct - Dec 2018 Services
 001-000-240-558-51-41-04
 Fire Inspection & Plan Check
 \$1,075.40
 \$1,075.40
 \$1,075.40
 \$1,075.40

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
Michael L. March	47146	112718 MM	11/27/2018	2018 - December - Early 5th December Batch		
			410-000-000-531-10-41-13	Prof Svs-Civil Land Use		\$600.00
	Total 47146	Total 112718 MM				\$600.00
	Total Michael L. March					\$600.00
	Parametrix, Inc.					\$600.00
	47147	06553	12/13/2018	2018 - December - Early 5th December Batch		
			10/28-12/01 BD On-Call Civil Engineering			
			001-000-240-558-60-41-01	Prof Serv- Long Range Planning		\$978.34
			Task: 08 - McCloskey Bridge Inspection			\$978.34
	Total 06553					
47147	07288		1/16/2019	2018 - December - Early 5th December Batch		
			MDRT Traffic Eng Services through 12/31/18			
			001-000-257-558-70-41-03	MDRT Traffic Engineering-Parametrix		\$812.12
			Task: 05 - SR 169 Rbt - PUB18-0028			\$812.12
47147	07289		1/16/2019	2018 - December - Early 5th December Batch		
			MDRT Traffic Eng Services through 12/31/18			
			001-000-257-558-70-41-03	MDRT Traffic Engineering-Parametrix		\$426.25
			Task: 10 - Commercial Building Site (PLN17-0053)			\$426.25
47147	07290		1/16/2019	2018 - December - Early 5th December Batch		
			MDRT Traffic Eng Services through 12/31/18			
			001-000-257-558-70-41-03	MDRT Traffic Engineering-Parametrix		\$757.50
			Task: 11 - Roberts Dr Frontage Ph3			\$757.50
47147	07291		1/16/2019	2018 - December - Early 5th December Batch		
			MDRT Traffic Eng Services through 12/31/18			
			001-000-257-558-70-41-03	MDRT Traffic Engineering-Parametrix		\$1,152.50
			Task: 11 - Roberts Dr Frontage Ph3			

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	
			Task: 13 - Roberts Dr Engineering Support		
	Total 07291				\$1,152.50
47147	07292		1/16/2019	2018 - December - Early 5th December Batch	
		MDRT Traffic Eng Services through 12/31/18			
		001-000-257-558-70-41-03		MDRT Traffic Engineering-Parametrix	\$362.50
	Total 07292			Task: 12 - Roberts Dr Frontage Ph3 Illum.	\$362.50
47147	07295		1/16/2019	2018 - December - Early 5th December Batch	
		10/28-12/31 Roberts Dr 236th to Bruckners			
		320-000-020-595-10-63-00		Roberts Dr 236th to Bruckner-Eng	\$5,580.90
	Total 07295			Task: 01 - Design	\$5,580.90
Total 47147					\$10,070.11
Total Parametrix, Inc.					\$10,070.11
47148	20160294.001-4		1/9/2019	2018 - December - Early 5th December Batch	
		MDRT 12/03-12/31 Services			
		001-000-257-558-70-41-04		MDRT Environmental Consultant-Perteet	\$1,280.00
		Wetland On-Call, P2C Baseline Assessment Review			
	Total 20160294.001-4				\$1,280.00
47148	20170202.005-1		1/9/2019	2018 - December - Early 5th December Batch	
		MDRT 12/14-12/31 Services			
		001-000-257-558-70-41-04		MDRT Environmental Consultant-Perteet	\$3,245.00
		Villages Phase 2(Pre-Plat A) Additional Review			\$3,245.00
	Total 20170202.005-1				\$4,525.00
Total Perteet Inc.					\$4,525.00
Puget Sound Energy					
47149	010719 PSE		1/7/2019	2018 - December - Early 5th December Batch	
		Dec 2018 Services			
		001-000-212-521-50-47-00		Electric/gas	\$666.98

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
	Account Number				
	200009377470: PD/CT Elec				
	001-000-212-521-50-47-00		Electric/gas		\$174.59
	220013379882: Police Storage				
	001-000-248-518-20-47-00		MDRT Electricity		\$404.35
	220013379841: MDRT Mod Bldgs Elec				
	001-000-254-518-20-47-00		Facilities-Utilities		\$152.23
	200008061844: City Hall Elec				
	001-000-254-518-20-47-00		Facilities-Utilities		\$101.96
	200008062016: City Hall Elec				
	001-000-254-518-20-47-00		Facilities-Utilities		\$606.52
	220013379841: CD/PW Mod Bldgs Elec				
	001-000-270-575-30-47-00		Museum Electric/Gas		\$375.54
	220013378793: Museum				
	001-000-270-575-51-47-00		Gym- Electricity and Gas		\$356.88
	220013379652: Gym				
	001-000-270-576-80-47-00		Electric/Gas		\$10.45
	220013379221: Lake Sawyer Boat Launch				
	001-000-270-576-80-47-00		Electric/Gas		\$6.05
	220013379635: PW Shop-Parks 4%				
	001-000-280-536-20-47-00		Electric/Gas		\$3.02
	220013379635: PW Shop-Cemetery 2%				
	101-000-000-542-63-47-01		Street Lighting		\$49.38
	220013379197: Cov Sawyer & 216th				
	101-000-000-542-63-47-01		Street Lighting		\$91.73
	220013379817: Ped Lighting Roberts				
	101-000-000-542-63-47-01		Street Lighting		\$208.70
	220014704229: Intersection Light 219th & SE 296th St				
	101-000-000-542-63-47-01		Street Lighting		\$1,879.44
	220013397355: PSE Streetlights				
	101-000-000-542-63-47-01		Street Lighting		\$10.45
	220013379247: 216th Signal & Street Lights				
	101-000-000-542-63-47-01		Street Lighting		\$13.78
	220013379601: Baker St Crosswalk				
	101-000-000-543-31-47-00		Electric/Gas		\$33.27
	220013379635: PW Shop-Street 22%				
	401-000-000-534-80-47-00		Electric/Gas		\$2,074.94
	220013378835: Booster Station				
	401-000-000-534-80-47-00		Electric/Gas		\$36.30
	220013379635: PW Shop-Water 24%				
	401-000-000-534-80-47-00		Electric/Gas		\$535.18
	220013378868: 4.3 Mil Gal Resv				

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
Total Puget Sound Energy Republic Services #176	Total 47149		Total 010719 PSE			
	47150	5588255	12/31/2018	2018 - December - Early 5th December Batch		
	Dec 2018 Services					
		001-000-248-518-20-47-03		MDRT-Waste Disposal Costs		\$104.28
		001-000-254-518-20-47-01		Facilities-Waste Disposal		\$156.41
	Total 5588255					\$260.69
	47150	5588561	12/31/2018	2018 - December - Early 5th December Batch		
	Dec 2018 Services					
		001-000-270-576-80-47-04		Waste Disposal		\$11.47
		001-000-280-536-20-47-04		Waste Disposal		\$5.74
		101-000-000-543-31-47-04		Waste Disposal		\$63.10
		401-000-000-534-80-47-04		Waste Disposal		\$68.83
		407-000-000-535-80-47-04		Waste Disposal		\$68.83
		410-000-000-531-10-47-04		Waste Disposal		\$68.83
	Total 5588561					\$286.80
	Total 47149		Total 010719 PSE			
	47150	5588255	12/31/2018	2018 - December - Early 5th December Batch		
	Dec 2018 Services					
		001-000-248-518-20-47-03		MDRT-Waste Disposal Costs		\$104.28
		001-000-254-518-20-47-01		Facilities-Waste Disposal		\$156.41
	Total 5588255					\$260.69
	47150	5588561	12/31/2018	2018 - December - Early 5th December Batch		
	Dec 2018 Services					
		001-000-270-576-80-47-04		Waste Disposal		\$11.47
		001-000-280-536-20-47-04		Waste Disposal		\$5.74
		101-000-000-543-31-47-04		Waste Disposal		\$63.10
		401-000-000-534-80-47-04		Waste Disposal		\$68.83
		407-000-000-535-80-47-04		Waste Disposal		\$68.83
		410-000-000-531-10-47-04		Waste Disposal		\$68.83
	Total 5588561					\$286.80

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
	47150	5588712	12/31/2018	2018 - December - Early 5th December Batch	
		Dec 2018 Services			
		001-000-212-521-50-47-04	Police & Court	Waste Disposal	\$260.69
		Total 5588712			\$260.69
		Total 47150			\$808.18
		Total Republic Services #176			\$808.18
		RH2 Engineering Inc.			
	47151	72066	1/11/2019	2018 - December - Early 5th December Batch	
		Services through 12/23/18			
		402-000-003-594-34-63-06		Springs Water Project	\$5,787.90
		Total 72066			\$5,787.90
		Total 47151			\$5,787.90
		Total RH2 Engineering Inc.			\$5,787.90
		South Correctional Entity			
	47152	3545	1/10/2019	2018 - December - Early 5th December Batch	
		Dec 2018 Inmate Days			
		001-000-211-523-60-49-00		Jail Costs	\$175.00
		Total 3545			\$175.00
		Total 47152			\$175.00
		Total South Correctional Entity			\$175.00
		Summit Law Group, PLLC			
	47153	100489	1/16/2019	2018 - December - Early 5th December Batch	
		Teamsters Services through 12/31/18			
		001-000-150-515-30-41-08		Legal Svcs-Union Contracts	\$3,862.87
		Total 100489			\$3,862.87
		Total 47153			\$3,862.87
		Total Summit Law Group, PLLC			\$3,862.87

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	
Valley Communications Center					
47154	0023309	12/31/2018	2018 - December - Early 5th December Batch		
		WSP Access 2018 Q4			
		001-000-214-521-20-41-02	Valley Comm - Access Charge		\$337.67
	Total 0023309				\$337.67
47154	0023319	12/31/2018	2018 - December - Early 5th December Batch		
		911 Calls Dec 2018			
		001-000-214-521-20-41-00	Valley Comm - Dispatch Service		\$10,306.17
		246.5 Calls			
	Total 0023319				\$10,306.17
	Total 47154				\$10,643.84
Total Valley Communications Center					
Varius Inc.					
47155	1084 V	1/17/2019	2018 - December - Early 5th December Batch		
		MDRT Dec 2018 Services			
		001-000-257-558-70-41-02	MDRT Civil Engineering		\$1,204.50
		TA12 - Pre Plat V24			
	Total 1084 V				\$1,204.50
47155	1085 V	1/17/2019	2018 - December - Early 5th December Batch		
		MDRT Dec 2018 Services			
		001-000-257-558-70-41-02	MDRT Civil Engineering		\$1,840.00
		TA3 - PP1A Div 3-7			
	Total 1085 V				\$1,840.00
47155	1086 V	1/17/2019	2018 - December - Early 5th December Batch		
		MDRT Dec 2018 Services			
		001-000-257-558-70-41-02	MDRT Civil Engineering		\$8,280.00
		TA5 - Pre Plat 2a			
	Total 1086 V				\$8,280.00

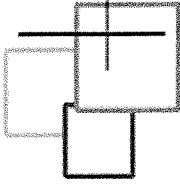
Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number		Name Title	Amount
47155	1087 V	MDRT Dec 2018 Services	1/17/2019	2018 - December - Early 5th December Batch	
		001-000-257-558-70-41-02		MDRT Civil Engineering	\$1,955.00
	Total 1087 V	TA10 - Gen'l Engineering Serv.			\$1,955.00
47155	1088 V	MDRT Dec 2018 Services	1/17/2019	2018 - December - Early 5th December Batch	
		001-000-257-558-70-41-02		MDRT Civil Engineering	\$5,980.00
		TA14 - Ten Trails Ph.2 Plat D			\$19,259.50
	Total 1088 V				\$19,259.50
Total 47155					
Total Varius Inc.					
Voice of The Valley					
47156	20977		11/26/2018	2018 - December - Early 5th December Batch	
		001-000-140-514-23-41-75		Advertising	\$153.33
		407-000-000-535-80-41-75		Advertising	\$76.67
	Total 20977				\$230.00
47156	20978		11/26/2018	2018 - December - Early 5th December Batch	
		410-000-000-531-10-41-75		Advertising	\$240.00
	Total 20978				\$240.00
Total 47156					\$470.00
Total Voice of The Valley					\$470.00
Washington State Dept. of Corrections					
47157	1218.1-19-KCWC-HQ		12/31/2018	2018 - December - Early 5th December Batch	
		Worker days in Dec 2018			
		001-000-211-523-60-49-04		Work Crew Costs-State Exp	\$90.00
		6 days			
	Total 1218.1-19-KCWC-HQ				\$90.00
Total 47157					\$90.00
Total Washington State Dept. of Corrections					\$90.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	

Yakima County Department of Corrections

47158	011019 YCDC	1/10/2019	2018 - December - Early 5th December Batch		
	Dec 2018 Charges				
	001-000-211-523-60-49-00			Jail Costs	\$1,855.35
	31 days				
Total 47158	Total 011019 YCDC				\$1,855.35
Total Yakima County Department of Corrections					\$1,855.35
	Vendor Count	29		Grand Total	\$123,413.23

Voucher Directory with Transaction Date



Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
AHBL, Inc.	47159	12/31/2018	2019 - January - 3rd Jan Batch for 02/07 Council	
	111279	11/26-12/25 BD SMP Periodic Update 001-000-240-558-60-41-08	Prof Svs-Shoreline Mstr Prg	
		Shoreline Update		
	Total 111279			\$1,557.50
	Total 47159			\$1,557.50
	Total AHBL, Inc.			\$1,557.50
	Amazon Capital Services, Inc.			\$1,557.50
	47160	1/10/2019	2019 - January - 3rd Jan Batch for 02/07 Council	
	1HJW-H9GN-FN14	City Clerk 001-000-240-558-60-31-00	Plan Office & Operating Supplies	\$11.07
		Binders for Planning Commission		\$11.07
	Total 1HJW-H9GN-FN14			
	47160	1/12/2019	2019 - January - 3rd Jan Batch for 02/07 Council	
	1HV6-G77R-D36W	IT 310-000-011-594-18-64-00	General Government Technology	\$41.24
		Fiber Cables		\$41.24
	Total 1HV6-G77R-D36W			
	47160	1/10/2019	2019 - January - 3rd Jan Batch for 02/07 Council	
	1KXH-VJM4-11D7	City Clerk 001-000-240-558-60-31-00	Plan Office & Operating Supplies	\$11.07
		Binders for Planning Commission		\$11.07
	Total 1KXH-VJM4-11D7			

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
47160	1N6F-H7DY-CTJ3 IT	1/12/2019	2019 - January - 3rd Jan Batch for 02/07 Council	
		310-000-011-594-18-64-00	General Government Technology	\$17.37
	Total 1N6F-H7DY-CTJ3			\$17.37
47160	1W4N-F9VN-GXVR City Clerk	1/10/2019	2019 - January - 3rd Jan Batch for 02/07 Council	
		001-000-240-558-60-31-00	Plan Office & Operating Supplies	\$11.07
	Total 1W4N-F9VN-GXVR		Binders for Planning Commission	\$11.07
47160	1Y4Q-CYYM-6NFC Court	1/17/2019	2019 - January - 3rd Jan Batch for 02/07 Council	
		001-000-120-512-50-31-00	Operating Supplies	\$26.60
	Total 1Y4Q-CYYM-6NFC			\$26.60
Total 47160				\$118.42
Total Amazon Capital Services, Inc.				\$118.42
Andrei Medvedev				
47161	141029	1/9/2019	2019 - January - 3rd Jan Batch for 02/07 Council	
		01/09/19 Services		\$228.72
		001-000-120-512-50-41-04	Court Interpreter	\$228.72
	Total 141029			\$228.72
Total 47161				\$228.72
Total Andrei Medvedev				
Black Diamond Community Center				
47162	012319 BDCC	1/23/2019	2019 - January - 3rd Jan Batch for 02/07 Council	
		Community Services		\$15,000.00
		001-000-270-575-50-49-00	Community Center Support	\$15,000.00
	Total 012319 BDCC			\$15,000.00
Total 47162				\$15,000.00
Total Black Diamond Community Center				\$15,000.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	
CenturyLink (AZ)					
47163	1459640638		1/11/2019	2019 - January - 3rd Jan Batch for 02/07 Council	
			12/12/18-01/11/19 Services		
			001-000-254-518-20-42-00	Facilities-Telephones	\$33.05
				Facilities-Old City Hall Main Line # 360-886-2560	\$33.05
					\$33.05
Total 47163					
Total CenturyLink (AZ)					
CenturyLink (WA)					
47164	011119 CL		1/11/2019	2019 - January - 3rd Jan Batch for 02/07 Council	
			01/11/19-02/11/19 Services		
			001-000-120-512-50-42-00	Telephone/DSL	\$49.64
			360-886-2456 160B: PD/CT Security Line	Police Tele/web/DSL/Air Cards	\$73.35
			001-000-214-521-20-42-00	Police-Line 2	\$69.04
			360-886-2862 596B: Police-Line 2	Police Tele/web/DSL/Air Cards	\$176.96
			001-000-214-521-20-42-00	Police-Fax	\$5.20
			360-886-2901 325B: Police-Fax	Police Tele/web/DSL/Air Cards	\$2.60
			001-000-214-521-20-42-00	Police Main Line	\$28.56
			253-631-1012 182B: Police-Line 2	Telephone/DSL/Radios	\$31.16
			360-886-2523 656B: PW Shop Allocation	Telephone, DSL & Radios	\$292.85
			001-000-280-536-20-42-00	Telephone, DSL & Radios	\$48.55
			360-886-2523 656B: PW Shop Allocation	Telephone/DSL/Radios	\$54.44
			101-000-000-542-90-42-01	Telephone/DSL/Radios	\$49.64
			360-886-2523 656B: PW Shop Allocation	Telephone/DSL/Radios	\$31.16
			401-000-000-534-80-42-00	Telephone/DSL/Radios	\$292.85
			360-886-2523 656B: PW Shop Allocation	Telephone/DSL/Radios	\$48.55
			401-000-000-534-80-42-00	Telephone/DSL/Radios	\$54.44
			360-886-7235 830B: Water Reservoir	Telephone/DSL/Radios	\$49.64
			407-000-000-535-80-42-00	Telephone/DSL/Radios	\$31.16
			360-886-0474 006B: Ridge Sewer Pump Station	Telephone/DSL/Radios	\$292.85
			407-000-000-535-80-42-00	Telephone/DSL/Radios	\$48.55
			360-886-2835 784B: Morganville Pump Station	Telephone/DSL/Radios	\$54.44
			407-000-000-535-80-42-00	Telephone/DSL/Radios	\$49.64
			360-886-0537 580B: Diamond Glen Sewer	Telephone/DSL/Radios	\$31.16
			407-000-000-535-80-42-00	Telephone/DSL/Radios	\$292.85
			360-886-2523 656B: PW Shop Allocation	Telephone/DSL/Radios	\$48.55

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
		407-000-000-535-80-42-00		Telephone/DSL/Radios	\$60.04
		360-886-8146 712B: Old Lawson Pump Station			
		410-000-000-531-10-42-00		Telephone/DSL/Radios	\$31.16
		360-886-2523 656B: PW Shop Allocation			
	Total 011119 CL				\$1,004.35
	Total 47164				\$1,004.35
	Total CenturyLink (WA)				\$1,004.35
Chicago Title Company of Washington					
47165	0139876-06/1		1/8/2019	2019 - January - 3rd Jan Batch for 02/07 Council	
	Total 0139876-06/1			N. Comm Storm Land pur assoc costs	\$385.35
	Total 47165				\$385.35
Total Chicago Title Company of Washington					\$385.35
Comcast					
47166	0106172 011019		1/11/2019	2019 - January - 3rd Jan Batch for 02/07 Council	
	01/17-02/16 Services				
	001-000-214-521-20-42-00			Police Tele/web/DSL/Air Cards	\$3.29
	Police Cable TV Act 8498 34 014 0106172				
	Total 0106172 011019				\$3.29
47166	0122286 011219		1/12/2019	2019 - January - 3rd Jan Batch for 02/07 Council	
	01/22-02/21 Services				
	001-000-120-512-50-42-00			Telephone/DSL	\$227.34
	Court Phone Act 8498 34 014 0122286				
	Total 0122286 011219				\$227.34
Total Comcast					\$230.63
Comcast (PA)					\$230.63
47167	74426675		1/1/2019	2019 - January - 3rd Jan Batch for 02/07 Council	
	01/01-01/31 Services				
	001-000-248-518-20-42-00			MDRT Telephone, Fax, Internet costs	\$55.87
	001-000-254-518-20-42-00			Facilities-Telephones	\$239.45
	101-000-000-542-90-42-01			Telephone/DSL/Radios	\$25.94
	401-000-000-534-80-42-00			Telephone/DSL/Radios	\$25.94

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
Home Depot Credit Service					
47171	0012303	PD Bldg IT Upgrades 310-000-011-594-18-64-00	1/13/2019	2019 - January - 3rd Jan Batch for 02/07 Council General Government Technology	\$34.59 \$34.59
	Total 0012303				
47171	0591516	PD Bldg IT Upgrades 310-000-011-594-18-64-00	1/13/2019	2019 - January - 3rd Jan Batch for 02/07 Council General Government Technology	\$137.05 \$137.05
	Total 0591516				
47171	1013454	CD Bldg Maint 001-000-254-518-20-31-00	1/22/2019	2019 - January - 3rd Jan Batch for 02/07 Council Facilities Operating Supplies	\$12.88 \$12.88
	Total 1013454				
47171	2583341	PD Bldg IT Upgrades 310-000-011-594-18-64-00	1/11/2019	2019 - January - 3rd Jan Batch for 02/07 Council General Government Technology	\$79.77 \$79.77
	Total 2583341				
47171	2584236	Court Remodel 310-000-002-594-18-62-03	1/21/2019	2019 - January - 3rd Jan Batch for 02/07 Council Gen Govt Campus Improvements	\$158.76 \$158.76
	Total 2584236				
47171	7012681	Court Remodel 310-000-002-594-18-62-03	1/16/2019	2019 - January - 3rd Jan Batch for 02/07 Council Gen Govt Campus Improvements	\$60.19 \$60.19
	Total 7012681				
47171	9070617	Court Remodel 310-000-002-594-18-62-03	1/14/2019	2019 - January - 3rd Jan Batch for 02/07 Council Gen Govt Campus Improvements	\$10.38 \$10.38
	Total 9070617				\$493.62
	Total 47171				

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	
Total Home Depot Credit Service					
Honey Bucket/Northwest Cascade Inc.					
47172	0550944162	01/17-02/13 Services	1/17/2019	2019 - January - 3rd Jan Batch for 02/07 Council	
		001-000-270-576-80-31-00		Portable Restroom Facility	\$89.00
				Parks-Boat Launch Rental: 145291	\$89.00
	Total 0550944162				
47172	0550945095	01/18-02/14 Services	1/18/2019	2019 - January - 3rd Jan Batch for 02/07 Council	
		001-000-270-576-80-31-00		Portable Restroom Facility	\$89.00
				Lake Sawyer Regional Park: 71400002	\$89.00
	Total 0550945095				\$89.00
Total Honey Bucket/Northwest Cascade Inc.					
International Institute of Municipal Clerks					
47173	010719 IIMC	Annual Membership Fee	1/7/2019	2019 - January - 3rd Jan Batch for 02/07 Council	
		001-000-137-514-21-49-02		Memberships	\$170.00
	Total 010719 IIMC				\$170.00
Total International Institute of Municipal Clerks					
Johnsons Home & Garden					
47174	433025		1/16/2019	2019 - January - 3rd Jan Batch for 02/07 Council	
		510-000-200-594-48-64-02		Utility Truck Purchase	\$34.70
	Total 433025				\$34.70
47174	433164		1/22/2019	2019 - January - 3rd Jan Batch for 02/07 Council	
		001-000-181-518-30-31-00		Office & Operating Supplies	\$31.48
	Total 433164				\$31.48
Total Johnsons Home & Garden					
					\$66.18
					\$66.18

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number	Name	Title	Amount
King County Municipal Clerk's Association					
	47175	011419 KCMCA	1/14/2019	2019 - January - 3rd Jan Batch for 02/07 Council	
		Annual Dues			
		001-000-137-514-21-49-02		Memberships	\$25.00
	Total 47175	Total 011419 KCMCA			\$25.00
Total King County Municipal Clerk's Association					
King County Police Chief's Association					
	47176	010719 KCPCA	1/17/2019	2019 - January - 3rd Jan Batch for 02/07 Council	
		Annual Dues			
		001-000-210-521-10-49-02		PD-Memberships	\$50.00
	Total 47176	Total 010719 KCPCA			\$50.00
Total King County Police Chief's Association					
Law Office of Krista White Swain					
	47177	012419 KWS	1/24/2019	2019 - January - 3rd Jan Batch for 02/07 Council	
		Jan 2019 Services			
		001-000-120-512-50-41-00		Court Judge	\$3,600.00
	Total 47177	Total 012419 KWS			\$3,600.00
Total Law Office of Krista White Swain					
LEIRA					
	47178	1289 2019	1/24/2019	2019 - January - 3rd Jan Batch for 02/07 Council	
		Annual Membership Dues			
		001-000-210-521-10-49-02		PD-Memberships	\$100.00
	Total 47178	Total 1289 2019			\$100.00
Total LEIRA					

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
Office Products Nationwide					
47179	1017816-0	1/11/2019	2019 - January - 3rd Jan Batch for 02/07 Council		
		001-000-180-518-50-31-00	Office Supplies City Hall		\$320.26
	Total 1017816-0				\$320.26
47179	1019167-0	1/18/2019	2019 - January - 3rd Jan Batch for 02/07 Council		
		001-000-180-518-50-31-00	Office Supplies City Hall		\$174.14
	Total 1019167-0				\$174.14
47179	1019168-0	1/18/2019	2019 - January - 3rd Jan Batch for 02/07 Council		
		001-000-254-518-20-31-00	Facilities Operating Supplies		\$69.24
	Total 1019168-0				\$69.24
Total Office Products Nationwide					
Pam McCain/William Burridge					
47180	BLD18-0042 PMWB	1/31/2019	2019 - January - 3rd Jan Batch for 02/07 Council		
		CD Refund: Permit Cancelled			\$1,999.00
		001-000-240-322-10-00-00	Building Permits		\$605.00
		001-000-240-345-89-00-05	Various Shoreline Fees		\$2,604.00
	Total BLD18-0042 PMWB				\$2,604.00
Total Pam McCain/William Burridge					
Puget Sound Clean Air Agency					
47181	19020S	1/11/2019	2019 - January - 3rd Jan Batch for 02/07 Council		
		2019 Assessment			\$3,429.00
		001-000-182-553-70-41-00	PS Clean Air Assmt		\$3,429.00
	Total 19020S				\$3,429.00
Total Puget Sound Clean Air Agency					

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	
Regional Animal Services of King County					
47182	011719 RAS	1/17/2019	2019 - January - 3rd Jan Batch for 02/07 Council		
	01/17 Charges	633-000-000-589-90-00-01		King County Animal License	\$60.00
	Total 011719 RAS				\$60.00
	Total 47182				\$60.00
Total Regional Animal Services of King County					
RH2 Engineering Inc.					
47183	72003	1/3/2019	2019 - January - 3rd Jan Batch for 02/07 Council		
	BD On-Call Services through 12/23/18	402-000-003-594-34-63-06		Springs Water Project	\$1,754.29
	Total 72003				\$1,754.29
	Total 47183				\$1,754.29
Total RH2 Engineering Inc.					
Safe Security					
47184	5140734	1/11/2019	2019 - January - 3rd Jan Batch for 02/07 Council		
	Jan 2019 Services	101-000-000-544-90-48-01		PW Clearing-shared Shop Cost	\$54.98
	Total 5140734				\$54.98
	Total 47184				\$54.98
Total Safe Security					
SHI International Corp.					
47185	B09357295	1/10/2019	2019 - January - 3rd Jan Batch for 02/07 Council		
	Office 365 Licenses	001-000-145-518-80-48-00		Repairs & Maintenance	\$375.32
	Total B09357295				\$375.32
47185	B09380629	1/15/2019	2019 - January - 3rd Jan Batch for 02/07 Council		
	Phone Hardware & Router	310-000-011-594-18-64-00		General Government Technology	\$14,699.80
	Total B09380629				\$14,699.80

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount	
		Account Number		Name Title		
Total SHI International Corp.	47185	B09395930	1/17/2019	2019 - January - 3rd Jan Batch for 02/07 Council		
		Phone Hardware(Conference)				
		310-000-011-594-18-64-00		General Government Technology	\$951.74	
		Total B09395930			\$951.74	
Steven Bell	47185	B09414063	1/22/2019	2019 - January - 3rd Jan Batch for 02/07 Council		
		Phone Hardware(Conference)				
		310-000-011-594-18-64-00		General Government Technology	\$951.74	
		Total B09414063			\$951.74	
Total Steven Bell	47186	PLN18-0073 SB	1/31/2019	2019 - January - 3rd Jan Batch for 02/07 Council		
		CD Refund: Permit not Needed				
		001-000-240-341-81-00-00		Technology Cost Recovery Fee	\$45.00	
		001-000-240-345-89-00-05		Various Shoreline Fees	\$1,147.00	
Uline		Total PLN18-0073 SB			\$1,192.00	
	Total 47186				\$1,192.00	
	47187	104962786	1/16/2019	2019 - January - 3rd Jan Batch for 02/07 Council		
		001-000-210-521-10-31-00		PD-Operating Supplies	\$205.60	
Total Uline		Total 104962786			\$205.60	
	Total 47187				\$205.60	
	Verizon Wireless	47188	9821970320	1/10/2019	2019 - January - 3rd Jan Batch for 02/07 Council	
			12/11-01/10 Services			
		001-000-145-518-80-42-00		Communications	\$68.75	
		IT				
		001-000-214-521-20-42-00		Police Tele/web/DSL/Air Cards	\$499.84	
		Police				
		Total 9821970320			\$499.84	

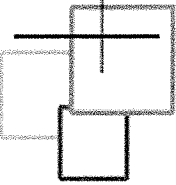
Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
	Account Number			
	001-000-240-558-51-42-00	Community Development	Telephone	\$67.51
	001-000-246-558-70-42-01	MDRT (Funding)	Telephones	\$216.26
	001-000-254-518-20-42-00	City Clerk (Funding)	Facilities-Telephones	\$68.75
	001-000-270-576-80-42-00	PW/Facilities	Telephone/DSL/Radios	\$20.27
	001-000-280-536-20-42-00	PW/Facilities	Telephone, DSL & Radios	\$10.14
	101-000-000-542-90-42-01	PW/Facilities	Telephone/DSL/Radios	\$111.50
	401-000-000-534-80-42-00	PW/Facilities	Telephone/DSL/Radios	\$121.63
	407-000-000-535-80-42-00	PW/Facilities	Telephone/DSL/Radios	\$121.63
	410-000-000-531-10-42-00	PW/Facilities	Telephone/DSL/Radios	\$121.63
	Total 9821970320			\$1,427.91
Total 47188				\$1,427.91
Total Verizon Wireless				\$1,427.91
Wa Association of Sheriffs & Police Chiefs				
47189	DUES 2019-00116	1/2/2019	2019 - January - 3rd Jan Batch for 02/07 Council	
	Annual Dues			
	001-000-210-521-10-49-02		PD-Memberships	\$120.00
Total 47189	Total DUES 2019-00116			\$120.00
Total Wa Association of Sheriffs & Police Chiefs				\$120.00
Waterfront Solutions, Inc.				
47190	CBD115195	1/15/2019	2019 - January - 3rd Jan Batch for 02/07 Council	
			General Government Technology	\$282.63
			Wiring Parts for New Internet	\$282.63
	310-000-011-594-18-64-00			\$282.63
Total 47190	Total CBD115195			\$282.63
Total Waterfront Solutions, Inc.				\$282.63

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	

Williams Scotsman, Inc.

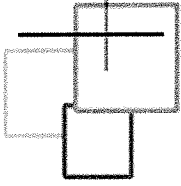
47191	6320469	1/14/2019	2019 - January - 3rd Jan Batch for 02/07 Council		
		Jan 2019 CD Modular		Facilities-Bldg Rental/Modspace	\$1,209.80
	Total 6320469	001-000-254-518-20-45-01			\$1,209.80
47191	6320470	1/14/2019	2019 - January - 3rd Jan Batch for 02/07 Council		
		Jan 2019 MDRT Modular		MDRT-Bldg Rental-Modspace	\$1,209.80
	Total 6320470	001-000-248-518-20-45-01			\$1,209.80
47191	6320471	1/14/2019	2019 - January - 3rd Jan Batch for 02/07 Council		
		Jan 2019 CD Modular		Facilities-Bldg Rental/Modspace	\$748.25
	Total 6320471	001-000-254-518-20-45-01			\$748.25
47191	6320472	1/14/2019	2019 - January - 3rd Jan Batch for 02/07 Council		
		Jan 2019 CD Modular		Facilities-Bldg Rental/Modspace	\$748.25
	Total 6320472	001-000-254-518-20-45-01			\$748.25
47191	6320473	1/14/2019	2019 - January - 3rd Jan Batch for 02/07 Council		
		Jan 2019 CD Modular		Facilities-Bldg Rental/Modspace	\$748.25
	Total 6320473	001-000-254-518-20-45-01			\$748.25
47191	6320474	1/14/2019	2019 - January - 3rd Jan Batch for 02/07 Council		
		Jan 2019 MDRT Modular		MDRT-Bldg Rental-Modspace	\$748.25
	Total 6320474	001-000-248-518-20-45-01			\$748.25
Total 47191					\$5,412.60
Total Williams Scotsman, Inc.					\$5,412.60

Voucher Directory with Transaction Date



Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name Title	Void Amount
Integrity Land LLC	V47139	V47139	12/5/2018	2019 - January - Jan Void Batch for 02/07 Council	
		Void: CD Refund			
		001-000-240-341-81-00-00		Technology Cost Recovery Fee	(\$45.00)
		001-000-240-345-89-00-05		Various Shoreline Fees	(\$1,147.00)
		Total V47139			(\$1,192.00)
		Total V47139			(\$1,192.00)
		Total Integrity Land LLC			(\$1,192.00)
		Vendor Count	1	Grand Total	(\$1,192.00)

Voucher Directory with Transaction Date



Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
ADT Security Services (PA)					
47193	684734260	01/30-02/27 Services	2019 - February - 1st Feb Batch for 02/07 Council		
		001-000-254-518-20-49-00		Facilities Security	\$46.14
	Total 684734260				\$46.14
47193	685010604	02/01-02/28 Services	2019 - February - 1st Feb Batch for 02/07 Council		
		001-000-270-576-80-49-02		Security	\$2.00
		001-000-280-536-20-49-02		Security	\$1.00
		101-000-000-542-90-49-03		Security	\$11.00
		401-000-000-534-80-49-07		Security	\$12.00
		407-000-000-535-80-49-05		Security	\$12.00
		410-000-000-531-10-49-04		Security	\$11.99
	Total 685010604				\$49.99
Total 47193					\$96.13
Total ADT Security Services (PA)					
Sorci Family LLC					
47194	013119 SFLLC	Feb 2019 Rent	2019 - February - 1st Feb Batch for 02/07 Council		
		001-000-248-518-20-45-02		MDRT Property Rental Cost	\$668.80
		001-000-254-518-20-45-02		Facilities-Prop Rental	\$1,002.13
		001-000-254-518-20-45-05		Facilities City Hall Bldg Rental	\$2,195.34
	Total 013119 SFLLC				\$3,866.27
Total 47194					\$3,866.27
Total Sorci Family LLC					
	Vendor Count	2		Grand Total	\$3,962.40

**BLACK DIAMOND CITY COUNCIL
WORK SESSION MINUTES**

January 10, 2019

Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

Mayor Benson called the regular work session meeting to order at 6:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Deady, Oglesbee, Edelman, Stout and Wisnoski.

ABSENT: None

Staff present: Andrew Williamson, MDRT/Ec Dev Director; Barbara Kincaid, Community Development Director; Brenda L. Martinez, City Clerk

Mayor Benson noted the first item on the agenda is the 2018 year in review for the MPD and a look forward to 2019. She then turned the meeting over to MDRT/Ec Dev Director Williamson.

1) Discussion and Review of 2018 MPD Projects and a Look Forward at 2019 Projects

MDRT/Ec Dev Director Williamson shared a PowerPoint presentation that highlighted the 2018 projects for the MDRT and Ten Trails. It also showed what is in store for 2019.

The following were the topics/highlights of discussion:

- Discussion on the MDRT and Consultants and what their roles are within the department.

At 6:03 p.m. Councilmember Deady left the meeting.

- Project Overview – Ten Trails Site Plan
- Project Overview – Lawson Hills Site Plan
- Ten Trails Development Summary within MPD – Director Williamson discussed how the plats are systematically done in accordance with the conditions of approval. He reviewed the plats that were finalized, and the order in which they were finalized.

At 6:10 p.m. Councilmember Deady re-entered the meeting.

- Ten Trails – Phases, 1A, 2C, 2D, 2E, and Parcels V13 & V24

- Conceptual Site Plan of Ten Trails
- Arterial view of Phase 1A Division 1, Phase 1A Division II Phase 1A Division III (Div. 3-5 & 8) and V13 – It was noted all these plats are finalized and construction has begun.
- Discussion on permits issued for 2018. Mr. Williamson shared that at the end of 2018, the City had issued 125 single family resident permits, 1 duplex, and 1 multi-family permits in the MPD. He also noted there is currently 18 single family resident permits applied for in the MPD.
- Civic Park
- Review of conceptual site plan for preliminary plats 2A, 2D, and 2E
- Review of preliminary plat parcel V24
- Commercial site plan –Director Williamson noted the commercial has been through some changes and a lot of time has been spent to make sure the parking and lighting are done right. He hopes to be issuing these permits within the next three weeks. There was also a discussion on parking ratio and the formula used to determine it.
- Review of projects outside of the MPDs – Director Williamson noted that under the Development Agreement, the Developer is required to make improvements outside of the MPDs. The improvements consist of traffic improvements which will include, roundabouts, turn lanes, pedestrian walkways and crossings. He also noted there will be additional public service facilities. Projects for this year include:
 - Extension of the Roberts Drive Sidewalk east of the Rock Creed bridge – construction to begin in early 2019
 - Site planning and design of the satellite Fire Station on Lawson Hill
 - Tacoma waterline second connection on Lake Sawyer Road, construction to begin in mid-2019
 - Roberts Drive and Ten Trails Parkway roundabout construction to begin in January 2019
 - SR 169 and Roberts Drive roundabout – Director Williamson stated that MDRT is currently working on engineering and design and coordination of the project with the City and Developer along with WSDOT and other agencies. Initial construction is anticipated to start in the second half of 2019. He also stressed how important patience will be and shared there will be an education process with the public to get them prepared for the impacts as this is a multi-year project.

In closing, Director Williamson stated the department will be very busy in 2019 as it's a big push year with all the projects discussed. He noted that 90% of the lots that were discussed tonight have been sold through a purchase and sale agreement and they will be welcoming new developers into the Ten Trails project as there will be five builders this year.

There was also a discussion on the need for new employees. Director Williamson stated the MDRT has the ability to ramp up fast, however the other departments need to be looking forward as the City needs to provide timely inspections. Mayor Benson shared

what positions are being hired for in 2019 (two Public Works employees and two Community Development employees).

2) Discussion on Ways to Block Safe Injection Sites

There was discussion on whether the City Council would like to move forward with looking at ways to block safe injections sites in Black Diamond. Following discussion there was consensus to move forward with this. Mayor Benson noted that she will get in touch with City Attorney Linehan and have him prepare an ordinance for Council consideration.

ADJOURNMENT:

Councilmember Stout **moved** to adjourn the meeting; **second** Councilmember Edelman. Motion **passed** with all voting in favor (5-0).

The meeting ended at 7:11 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES

Council Meeting of January 17, 2019

Council Chamber, 25510 Lawson Street, Black Diamond, Washington

CALL TO ORDER, FLAG SALUTE:

Mayor Benson called the regular meeting to order at 7:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Deady, Oglesbee, Edelman, Stout, and Wisnoski.

ABSENT: None

Staff present: Barbara Kincaid, Community Development Director; Seth Boettcher, Public Works Director; Kevin Esping, Facilities Coordinator; Andrew Williamson, MDRT/Ec Dev Director; Dan Dal Santo, Utilities Superintendent; Chief Smith; Christina Melby, Court Clerk; Deanna Humphreys, Police Clerk; David Linehan, City Attorney, and Brenda L. Martinez, City Clerk.

AGENDA REVIEW AND APPROVAL:

Councilmember Edelman **moved** to accept the agenda; **second** Councilmember Deady. Motion **passed** with all voting in favor (5-0).

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS: None

CONSENT AGENDA:

Councilmember Oglesbee **moved** to adopt the Consent Agenda; **second** Councilmember Deady. Motion **passed** with all voting in favor (5-0). The Consent Agenda was approved as follows:

- 1) **Claim Checks** – January 17, 2019 – Check No. 47078 through 47127 and EFTs in the amount of \$438,637.01
- 2) **Payroll** – December 31, 2018 – Check No. 19694 through 19721 and ACHs in the amount of \$358,495.33
- 3) **Minutes** – Council Meeting of January 3, 2019

PUBLIC COMMENTS:

Craig Weinstein, Maple Valley spoke to Council.

Gary Davis, Black Diamond spoke to Council.

Deanna Humphreys, unincorporated King County spoke to Council.

Christina, Snoqualmie, spoke to Council.

Kristen Bryant, Bellevue spoke to Council.

EXECUTIVE SESSION:

At 7:17 p.m. Mayor Benson announced an executive session to discuss with Legal Counsel potential litigation pursuant to RCW 42.30.110(1)(i). The executive session was expected to last 15 minutes with no action to follow.

Mayor Benson called the meeting back to order at 7:32 p.m.

PUBLIC HEARINGS: None

NEW BUSINESS:

4) AB19-005 – Ordinance No. 19-1115 Amending the Salary Schedule for 2018

City Clerk/HR Manager addressed this item with Council.

Councilmember Edelman **moved** to adopt Ordinance No. 19-1115, amending the 2018 Salary Schedule as adopted by Ordinance No. 17-1097 to reflect the new Public Works and Admin. Support Units Collective Bargaining Agreement for the period January 1, 2018 – December 31, 2020; **second** Councilmember Deady. Motion **passed** with all voting in favor (5-0).

5) AB19-006 – Ordinance No. 19-1116 Amending the Salary Schedule for 2019

City Clerk/HR Manager reported on this item.

Councilmember Deady **moved** to adopt Ordinance No. 19-1116, amending the 2019 Salary Schedule as adopted by Ordinance No. 18-1114 to reflect the new Public Works and Admin. Support Units Collective Bargaining Agreement for the period January 1, 2018 – December 31, 2020; **second** Councilmember Oglesbee. Motion **passed** with all voting in favor (5-0).

6) AB19-007 – Resolution No. 19-1290 Authorizing Grant Agreement with King County Solid Waste Division for the 2019-2020 Recycling Events

Public Works Director Boettcher discussed this with Council.

Councilmember Oglesbee **moved** to adopt Resolution No. 19-1290, authorizing the Mayor to execute a grant agreement with King County Solid Waste Division to fund the 2019-2020 household hazardous waste collection and recycling events; **second** Councilmember Stout. Motion **passed** with all voting in favor (5-0).

7) AB19-008 – Resolution No. 19-1291 Authorizing Grant Agreement with King County Department of Public Health for 2019-2020 Recycling Events

Public Works Director Boettcher reported to Council on this agenda item.

Councilmember Wisnoski **moved** to adopt Resolution No. 19-1291, authorizing the Mayor to execute a grant agreement with King County Department of Public Health to fund the 2019-2020 household hazardous waste collection and recycling events; **second** Councilmember Edelman. Motion **passed** with all voting in favor (5-0).

8) AB19-009 – Resolution No. 19-1292 Authorizing Professional Services Agreement with Olympic Environmental Resources for the City's 2019-2020 Spring and Fall Recycling Events

Public Works Director Boettcher briefed Council on this item.

Councilmember Deady **moved** to adopt Resolution No. 19-1292, authorizing the Mayor to execute a professional services agreement with Olympic Environmental Resources for the City's 2019 and 2020 Spring and Fall recycling events; **second** Councilmember Edelman. Motion **passed** with all voting in favor (5-0).

9) AB19-010 – Resolution No. 19-1293 Regarding the Purchase of Property for Construction of the North Commercial Storm Pond

Public Works Director Boettcher reported on this item and addressed public comments received.

There was Council discussion.

Councilmember Stout **moved** to adopt Resolution No. 19-1293, authorizing the Mayor to execute a purchase and sale agreement in a form substantially similar to the one attached to the Resolution as Attachment A together with such related deeds, exhibits as are necessary to effectuate the purposes of the property transaction; **second** Councilmember Edelman. Motion **passed** with all voting in favor (5-0).

DEPARTMENT REPORTS:

Community Development

Community Development Director Kincaid shared with Council a couple of items that will be coming their way next month. 1) Council work session on February 14 on the Comprehensive Plan Update and how to proceed with the adoption process, 2) Code revisions to two Chapters in the Municipal Code 18.50, Accessory Structures and Uses, and 18.56, Accessory Dwelling Units. February 7 at 6:00 p.m. will be the work session on these with a public hearing scheduled for March 7. She also shared that the Planning Commission has handed down their recommendation for both of these items. She then

invited Planning Commission Chair Mc Cain to speak on the Planning Commission recommendations.

Chair McCain spoke about having a great functioning Planning Commission and they have been busy working on these code changes for the last few months. She added the Planning Commission having a lot of public comments during the public hearing on the code revision changes. She noted that many citizens expressed the need for ADUs.

In closing, Director Kincaid noted she is looking forward to bringing these two items forward at work session with action to occur in the near future.

Fire

Chief Smith briefed Council on the windstorm that occurred on January 7-8 and recapped the incidents and calls they had during the storm. There was a total of 27 incidents over a 12 hour period. He discussed meeting with Ten Trails and doing an article for their webpage. He reminded everyone about the upcoming graduations, discussed the Lawson Hill Fire Station and Ten Trails working on lot line adjustments for the site. He updated Council on the new fire apparatus and the possibility of piggybacking on someone else's contract. He shared that a career firefighter who was deployed to South Korea has returned and is back on duty.

MAYOR'S REPORT:

Mayor Benson reported meeting with the Black Diamond Art Alliance regarding their first fundraiser on February 9 at Black Gold Coffee from 6 p.m. – 8 p.m. and invited everyone to attend. She also reported attending the SCATBd meeting where they finished their legislative agenda to include the completion of Hwy 18 from the Raging River to the Issaquah Hobart Road, and the Chamber luncheon where there was a presentation by Ten Trails. She also reported on the houses sold in 2018 and being below the projected budget of 54 houses sold.

COUNCIL REPORTS:

Councilmember Oglesbee reported attending a Public Safety Committee meeting where they discussed the school zones being extended, Council work session, Planning and Community Services Committee meeting where they went over the suggested code updates. She noted listening to the audio from the Planning Commission meeting where these updates were discussed. She responded to comments received from Court Clerk Christina Melby. She noted as a new Councilmember these decisions are hard to make and and noted she relied on all the information she received to make a decision on what's best for the City in the future. She noted caring and respecting staff and appreciating them as she relies on them as the expert and did not take the decision lightly.

Councilmember Edelman also responded to Ms. Melby's comments and discussed the negotiation process and the Council's role. Attended the Pre-PIC meeting that was on Emergency Management. She discussed free online training for Emergency Management FEMA training, update on the PIC meeting, attending the Council work session, Public

Works Committee meeting. She shared on January 26th Lennar Homes will be holding an open house in Ten Trails, and the SCA networking dinner is on the 30th.

Councilmember Stout reported attending the Finance Committee meeting where they reviewed the checkbook and all the expenditures that go through the City, Council work session, Public Works Committee meeting where some of the items on tonight's agenda were discussed.

Councilmember Wisnoski reported attending the Council work session, Planning and Community Services Committee meeting where they reviewed the two code revisions and noted looking forward to having the rest of the Council review the Comprehensive Plan Update. He shared loving city staff and noted it being a tough decision and not knowing if he could respond to Ms. Melby's email and his not responding was not because he didn't care.

Councilmember Deady also discussed respecting all employees and wishing they could give bigger COLAs and wishing the Council made more too. She reported attending the Finance Committee meeting and reported on the school impact fees the city has received. She also reported attending the Public Safety Committee meeting and shared that the Black Diamond Pizza and Deli is closing this Saturday as the owner (Mike) is moving so he can spend more time with his daughter and grandson.

ATTORNEY REPORT: None

PUBLIC COMMENTS:

Gary Davis, Black Diamond spoke to Council

Kristen Bryant, Bellevue spoke to Council.

MDRT/Ec Dev Director Williamson, reported on the process of building the second roundabout on Roberts Drive and noted they will be building a bypass road. He thanked Council for approving the purchase and sale agreement for the storm pond.

Christina, Snoqualmie spoke to Council.

Deanna Humphreys, unincorporated King County spoke to Council.

ADJOURNMENT:

Councilmember Edelman **moved** to adjourn the meeting; **second** Councilmember Deady. Motion **passed** with all voting in favor (5-0).

The meeting ended at 8:56 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Confirming the Mayor's reappointment of Richard LaConte to Position #1 of the Black Diamond Planning Commission	Agenda Date: February 7, 2019 AB19-003A	
Cost Impact (see also Fiscal Note): \$ Fund Source: -- Timeline: January 2019	Mayor Carol Benson	X
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barbara Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Public Works – Seth Boettcher		
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; Vacancy Posting		
SUMMARY STATEMENT: At the January 3, 2019 meeting Council postponed action on this item so the vacancy could be posted to the City's website. Staff posted the vacancy notice to the website on January 4 th with a deadline for application submittals of January 24 th . The City received no applications. Mr. LaConte expressed interest of being reappointed to his position. Therefore, I am seeking Council confirmation for my reappointment of Richard LaConte to Position No. 1 on the Planning Commission; said term to expire on December 31, 2022. FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 19-1288, confirming the Mayor's reappointment of Richard LaConte to Position #1 of the Black Diamond Planning Commission; said term to expire on December 31, 2022.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
January 3, 2019	Postponed	
February 7, 2019		

RESOLUTION NO. 19-1288

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
KING COUNTY, WASHINGTON CONFIRMING THE MAYOR'S APPOINTMENT
TO THE PLANNING COMMISSION**

WHEREAS, in accordance with Black Diamond Municipal Code 2.24.010, members of the Planning Commission shall be appointed by the Mayor and confirmed by the City Council; and

WHEREAS, this Resolution confirms the Mayor's re-appointment to the City of Black Diamond Planning Commission Position #1;

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

Section 1. That the Mayor's re-appointment of Richard LaConte to the City of Black Diamond Planning Commission Position No. 1 is hereby confirmed; said term to expire on December 31, 2022.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF FEBRUARY 2019.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk



PLANNING COMMISSION VACANCY

The City of Black Diamond is seeking applicants for the Planning Commission to fill a vacancy. Position #1 term expired on December 31, 2018. Members are appointed by the Mayor and confirmed by the City Council. The term for this position ends on December 31, 2022.

The Planning Commission consists of seven (7) members. The Commission prepares and makes recommendations to the City Council on the Comprehensive Plan and various development regulations that guide the physical development of the City. The Commission typically meets once per month on a Tuesday evening, but may meet more frequently if needed.

Any individual who resides in the City for at least one hundred eighty days each calendar year or who owns a business with a physical presence within the city who is interested in serving on this important Commission is encouraged to submit an application to the City of Black Diamond, Attn: City Clerk, 24301 Roberts Drive, PO Box 599, Black Diamond, WA 98010. To be considered for this position applications need to be received by 4:00 p.m. on January 24, 2019. Interviews for this position will take place sometime between January 28 - 31, 2019. If you would like to know more about the Planning Commission please contact our Community Development Director, Barbara Kincaid at 360.886.5700.

Application forms are available at City Hall, 24301 Roberts Drive or may be found on the City's web site <http://www.ci.blackdiamond.wa.us> under "Public Notices" on the homepage.

Posted: January 4, 2019

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution authorizing the Mayor to execute a professional planning services consultant contract with AHBL, Inc.	Agenda Date: February 7, 2019 AB19-011	
	Mayor Carol Benson	
	City Administrator	
	City Attorney – David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res –	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	X
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$200,000	Public Works – Seth Boettcher	
Fund Source: -2019 Budget	Court – Stephanie Metcalf	
Timeline: 2019		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution; Contract		
SUMMARY STATEMENT: <p>The Master Development Review Team has been using the services AHBL, Inc. for contract planners since 2014 to process land use applications and permits as a cost savings measure. The current contract is expiring and there is a continued need for these planning support services in order to meet the City's obligations.</p> <p>This resolution would authorize the Mayor to execute a contract with AHBL, Inc. to continue using part-time contract planners through 2019. The costs are reimbursed by the developer.</p> <p>FISCAL NOTE (Finance Department): MDRT is reimbursed 100% by the developer.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 19-1294, authorizing the Mayor to execute a professional services agreement with AHBL, Inc. for part-time planning services for 2019.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 7, 2019		

RESOLUTION NO. 19-1294

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A
PROFESSIONAL CONSULTING CONTRACT WITH AHBL,
INC. FOR PLANNING SERVICES TO BE PROVIDED TO
THE MDRT**

WHEREAS, the City's Master Development Review Team (MDRT) does not have an on-site Planner dedicated to processing the land use applications and permits for which it is responsible under state law, City code and applicable agreements; and

WHEREAS, in order to timely and effectively process the implementing land use applications and permits associated with the previously approved MPDs, and to ensure such permits comply with all applicable laws, regulations, and agreements, the City contracted with the consulting firm AHBL, Inc. in 2018 to provide these services to the MDRT; and

WHEREAS, the City's contract with AHBL, Inc. is expiring and there is a need to renew the AHBL, Inc. contract for planning services so that the City and the MDRT may continue to meet their permitting responsibilities under state and local law; and

WHEREAS, AHBL, Inc. is willing and able to provide the requested services on the terms and conditions set forth in the contract attached hereto as Attachment A;

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 professional services contract between the City and AHBL, Inc., for the provision of planning services to the MDRT in an amount not to exceed \$200,000, substantially in the form attached hereto as Attachment A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF FEBRUARY, 2019.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

**ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF BLACK DIAMOND AND
AHBL, INC. FOR MDRT PLANNING SERVICES**

THIS AGREEMENT is made effective as of January 1, 2019, by and between the City of Black Diamond, a Washington municipal corporation (hereinafter the "City"), and AHBL, Inc., (hereinafter the "Consultant,"), a corporation organized under the laws of the State of Washington, located and doing business at 2215 North 30th Street, Suite 300, Tacoma, WA 98403.

RECITALS

WHEREAS, the City's Master Development Review Team (MDRT) is in need of planning services to handle on-call tasks as assigned by the City; and

WHEREAS, the Consultant was previously selected to provide planning services to the City and has provided such services pursuant to previously executed contracts; and

WHEREAS, the City desires for Consultant to continue providing similar planning services and Consultant has agreed to provide such services on the terms and conditions provided in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

I. Description of Work.

The Consultant shall assign professional planning staff, as identified in Exhibit A, to the City to perform on-call planning services for the period identified in Section IV. Such planning services shall include, but not be limited to, review of applications for legislative approvals, review of project permit applications, drafting staff reports to decision-makers, attending hearings and meetings relating to same, drafting public notices and other decision-documents, and ensuring that project permit applications are timely reviewed and processed according to law.

The City shall issue a written Task Order, as identified in Exhibit B, for each project assigned to the Consultant. The written Task Order shall include the following information, which may be furnished in consultation with the Consultant: (1) Task Order Title (project name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule with milestones and deliverables; (5) cost/hour estimate; (6) due date of work. All of these items may be brief, but will be sufficiently detailed for the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The Consultant represents and warrants that it and any staff member assigned to the work will have the requisite training, skill, and experience necessary to provide the services required by this Agreement and if required, are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultant(s) under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. The Consultant shall not subcontract with any subconsultant for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. The City shall pay the Consultant an hourly rate of the Planner and Project Manager as described in the billing rates in Exhibit C. The payment made by the City to the Consultant shall not exceed \$200,000 for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to suspend or terminate the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The Consultant shall be paid by the City for completed services rendered under each approved individual Task Order. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals needed to complete the work.

C. The Consultant shall submit monthly invoices to the City for each Task Order after such services have been performed, and a final bill upon completion of all the services described in this supplemental Agreement. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

D. The Consultant will not undertake any work or otherwise financially obligate the City in excess of the not-to-exceed amount in Section II(A) above, without a duly authorized amendment to this Agreement. The amount paid by the City for each invoice shall not exceed the amount in Section II(A) above and the Hourly Billing Rates set forth in Exhibit C, attached hereto.

III. Relationship of Parties

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

IV. Duration of Work

This Agreement is effective as of January 1, 2019, and shall remain in effect until terminated by written notice in accordance with Section V, below. The Consultant shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties and the City has issued a Notice to Proceed. The parties agree that the individual projects assigned to the Consultant may have individual deadlines for completion that must be met, as described in the Task Orders.

V. Termination

A. Termination of Agreement. The City may terminate this supplemental Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in Section I. Termination shall be effective immediately upon posting or transmission of written notice by the City, or on such date as stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO. ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. Insurance

A. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

C. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

D. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation. The Consultant's insurance shall

be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

4. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance, and details of the work authorized under this Agreement, the work must meet the applicable deadlines established by the City for completion, the work must meet the approval of the City, and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered hereby or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options and the same shall be and remain in full force and effect.

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor of the City of Black Diamond, who shall determine the term or provision's true intent or meaning. The Mayor of the City of Black Diamond shall also decide all questions that may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement that cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, then any resulting litigation must be filed in King County Superior Court, King County, Washington, which shall be the exclusive venue for disputes relating to the interpretation, performance, or enforcement of this supplemental Agreement. This supplemental Agreement is governed by and shall be construed in accordance with the laws of the State of Washington, exclusive of its choice-of-law rules. The non-prevailing party in any action brought to enforce this Agreement shall pay the other party's expenses and reasonable attorney's fees.

XVI. Written Notice

Unless otherwise specified, any written notice required by this Agreement shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Attn: Wayne Carlson
AHBL, Inc.
2215 N 30th Street
Suite 300
Tacoma, WA 98403

CITY:

Attn: Andy Williamson
City of Black Diamond
P.O. Box 599
24301 Roberts Drive
Black Diamond, WA 98010

With a copy to the "City Clerk" at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City is void. If the City gives its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment may be made without the City's consent.

XVIII. Modification and Severability

No waiver, alteration, or modification of any of the provisions of this Agreement is binding unless in writing and signed by the duly authorized representatives of the City and the Consultant.

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not

have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this supplemental Agreement and form the Agreement as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained herein, then this Agreement controls.

AGREED TO AND EXECUTED BY:

CONSULTANT

CITY OF BLACK DIAMOND

By: _____
Wayne Carlson, Principal

By: _____
Carol Benson, Mayor

Consultant:

AHBL, Inc.
2215 North 30th Street, Suite 300
Tacoma, WA 98403-3350

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

EXHIBIT A

Scope of Work

This scope of work is for both on-site and off-site development review and planning assistance (Planning Services) to the City of Black Diamond Master Development Review Team (MDRT). Work will primarily include review of land use applications for consistency with City of Black Diamond municipal standards, zoning review of building permit applications, review of land use and building permit applications under deadlines established by law, and general customer assistance for planning and zoning issues. The following is AHBL's Inc. proposed scope of services:

- Provide project planner staff as needed at MDRT/Community Development Offices;
- Attend pre-application meetings;
- Conduct site visits;
- Conduct the review of development and building permit applications for code compliance;
- Tracking of development and building permit applications to ensure that a final decision issues within the deadlines established by law;
- Review SEPA documentation for purposes of recommending additional studies, SEPA determinations, and/or mitigation measures (this would not include review of technical studies outside our area of expertise);
- Communicate and coordinate with applicants, their consultants, and other City department staff;
- Prepare staff reports and recommendations in consultation with and under supervision of City staff; and
- Present reports to the Hearing Examiner, Planning Commission, and City Council.
- GIS Support

Wayne Carlson will serve as project manager and principal-in-charge for AHBL to provide day-to-day oversight of our planners and will coordinate with City staff to make sure that we are meeting the City's needs. As principal-in-charge, Wayne Carlson will be involved to ensure that AHBL, Inc. provides these services in an efficient and cost-effective manner, including bringing the appropriate additional resources to the projects as needed and/or desired by the City of Black Diamond. Wayne will bill his hours to individual Task Orders.

Wayne Carlson will contact the City on a regular basis throughout the term of the contract to discuss staffing needs and adjust staffing levels accordingly. As principal-in-charge, Wayne will be involved to ensure that AHBL brings the appropriate additional resources to the projects as needed. AHBL understands that the City has a cost-recovery system in its fee schedule for consultant review of development applications. We are accustomed to tracking our time by each project and will format our invoices in a manner consistent with the City's cost-recovery system, specific to the City's permit tracking and Task Order process.

Alex Campbell would be assigned as our project planner to conduct this work, with other staff assigned to cover vacations, sick days, and additional work as requested by the City.

City of Black Diamond On-Call Task Request

Date:	<u>10/25/18</u>	City Staff Contact:	<u>Andrew Williamson</u>
Task Name:		Phone:	<u>360-886-5715</u>
City Permit:	<u>PUB18-0XXX</u>	Fax:	<u>360-886-2592</u>
Consultant:	<u>Company name</u>		
Consultant Project No.:			
Consultant Contact Name:			
Consultant Phone:			

Scope of Task Request	
Budget Estimate: \$X,XXX	
Task Request Approval:	
City of Black Diamond:	
<u>Andy Williamson</u>	<u>MDRT Director</u>
Written Name	Title
<u></u>	<u></u>
Signature	Date
Consultant:	
<u></u>	<u></u>
Written Name	Title
<u></u>	<u></u>
Signature	Date

*Costs are billed on a time and materials basis, the Consultant shall notify the City should additional funds be necessary to complete the task order. Additional work beyond that which is ordered by the City shall not commence until written notification is received from the City.



SCHEDULE OF CHARGES & COMPENSATION

Principal	215.00/Hour	Planner 2.....	90.00/Hour
Associate Principal	190.00/Hour	Planner 1	75.00/Hour
Senior Project Manager	175.00/Hour	Planning Technician	50.00/Hour
Project Manager	165.00/Hour	Landscape Designer 3	100.00/Hour
Senior Planning Project Manager.....	160.00/Hour	Landscape Designer 2	95.00/Hour
Planning Project Manager	150.00/Hour	Landscape Designer 1	80.00/Hour
Senior Landscape Project Manager.....	145.00/Hour	Senior Landscape Technician.....	120.00/Hour
Landscape Project Manager 2.....	125.00/Hour	Landscape Technician 3	115.00/Hour
Landscape Project Manager 1.....	115.00/Hour	Landscape Technician 2	105.00/Hour
Survey Project Manager	160.00/Hour	Landscape Technician 1	70.00/Hour
Senior Engineer	155.00/Hour	Senior Survey Technician	120.00/Hour
Project Engineer 4.....	140.00/Hour	Survey Technician 3	115.00/Hour
Project Engineer 3.....	125.00/Hour	Survey Technician 2	105.00/Hour
Project Engineer 2.....	110.00/Hour	Survey Technician 1	90.00/Hour
Project Engineer 1	100.00/Hour	Survey Crew	200.00/Hour
Senior Engineer Technician.....	120.00/Hour	1-Man Survey Crew.....	130.00/Hour
Engineer Technician 3	115.00/Hour	Graphic Designer.....	110.00/Hour
Engineer Technician 2	105.00/Hour	Technical Editor	100.00/Hour
Engineer Technician 1	90.00/Hour	Word Processor/Sr. Administrative Asst.....	85.00/Hour
Project Administrator.....	110.00/Hour	Administrative Assistant	75.00/Hour
Project Expeditor	80.00/Hour	Outside Consultants	Separate Fee Proposal
Planner 5	140.00/Hour	Geotechnical Engineers	Separate Fee Proposal
Planner 4	125.00/Hour	Environmental Consultants	Separate Fee Proposal
Planner 3	110.00/Hour		

Large Format Bond.....	0.50/sf
Large Format High Density Color Bond	2.00/sf
Large Format Mylar	2.00/sf
Small Format Color Bond 11 X 17.....	0.50/Sheet
Small Format Color Bond 8.5 X 11	0.40/Sheet

The Schedule of Charges and Compensation is subject to change.

Charges are made for technical typing, as in the preparation of reports, and for technical clerical services directly related to projects. Direct charges are not made for general secretarial services, office management, accounting, or maintenance.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution awarding a construction contract to Goodfellow Bros. LLC for the Roberts Drive Improvements – 135’ West of Rock Creek Bridge to Bruckners Way project	Agenda Date: February 7, 2019	
	AB19-012	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$498,650	Public Works – Seth Boettcher	X
Fund Source: TIB Grant/REET/Developer	Court – Stephanie Metcalf	
Timeline: Winter/Spring 2019		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution; Bid Form; Contract Form; Bid Tab; Budget Sheet; 2019-2024 6-year TIP page		
<p>SUMMARY STATEMENT:</p> <p>The Roberts Drive Improvements – 135’ West of Rock Creek Bridge to Bruckners Way project consists of pedestrian facilities (including a pedestrian bridge across Rock Creek), road repairs, widening of the eastbound lane, stormwater improvements, and pedestrian lighting on Roberts Drive from 135’ west of the Rock Creek Bridge to Bruckners Way. This work will tie into previous improvements on Roberts Drive completed in 2017 to the east and developer improvements to the west.</p> <p>The City received 8 bids on January 22, 2019. Goodfellow Bros., LLC was the lowest responsive bidder at \$498,650. Goodfellow Bros. is from Wenatchee, WA and has an office in Maple Valley, WA. They are currently licensed, and have the relevant qualifications and experience to successfully perform the work this project will require. Public Works staff contacted references and found no issues from previous work. Goodfellow Bros., LLC has been completing work in the Ten Trails MPD and will also be completing the other improvements on Roberts Drive to the west of this project.</p> <p>FISCAL NOTE (Finance Department):</p> <p>The City received grant funding from the State Transportation Improvement Board to cover 85% of the construction costs. Oakpointe has contributed \$46,000 to this project to help secure the grant funding, and the City will cover the remaining costs, currently estimated at about \$26,000. The City has budgeted \$525,000 for this project and there is \$25,000 built into the contract for potential change orders (see budget sheet).</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		

Public Works Committee recommends forwarding to Council for their approval.

RECOMMENDED ACTION: **A motion to adopt Resolution 19-1295 authorizing the Mayor to execute a contract with Goodfellow Bros. LLC for the Roberts Drive Improvements – 135’ West of Rock Creek Bridge to Bruckners Way project.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 7, 2019		

RESOLUTION NO. 19-1295

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AWARDING THE LOW BID ON THE ROBERTS DRIVE
IMPROVEMENTS – 135' WEST OF THE ROCK CREEK
BRIDGE TO BRUCKNERS WAY PROJECT TO
GOODFELLOW BROS. LLC**

WHEREAS, the City received grant funding from the State of Washington Transportation Improvement Board (TIB); and

WHEREAS, the City received a \$46,000 contribution from Oakpointe Development to help with the project costs; and

WHEREAS, the City has planned and budgeted for the Roberts Drive Improvements – 135' West of the Rock Creek Bridge to Bruckners Way project; and

WHEREAS, the City received 8 bids on January 22, 2019; and

WHEREAS, Goodfellow Bros. LLC was the lowest responsive bidder and has met all conditions of providing a responsible bid; and

WHEREAS, City funds are available to meet the City grant matching requirements and to provide a contingency fund for unforeseen costs;

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 Roberts Drive Improvements – 135' West of the Rock Creek Bridge to Bruckners Way project to Goodfellow Bros. LLC in the amount of \$498,650 for the construction of this project and authorize the Mayor to execute a contract for the same.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF FEBRUARY, 2019.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

PROPOSAL

Bidder Goodfellow Bros. LLC

Date January 22, 2019

Honorable Mayor and Council
City of Black Diamond
Black Diamond, Washington 98052

Gentlemen:

Pursuant to and in compliance with your invitation for bids for construction of **Roberts Drive Improvements**, *Instructions to Bidders* and other documents relating thereto, the undersigned has carefully examined the drawings and specifications as well as the premises and conditions affecting the work and hereby proposes to furnish all labor and materials and to perform all work as required for construction of the improvement, in strict accordance with the contract documents, specifications and drawings, for the amount shown:

TOTAL Four Hundred Ninety eight Thousand four Dollars (\$
498,650.00) ^{Pixibity}

If the undersigned is notified of the acceptance of this proposal within forty-five (45) days of the time set for the opening of bids, the undersigned agrees to execute a contract for the above work bid, in the form of the contract bound in these specifications, and to provide a surety bond as required by the specifications.

The undersigned further agrees that the proposal guaranty accompanying this proposal be left in escrow with the Owner; that the liquidated damages which the Owner will sustain by the failure of the undersigned to execute and deliver the above named contract and surety bond, for any or all units of this proposal accepted by the Owner, will be equal to five percent (5%) of the amount bid for such unit or units, and that if the undersigned defaults in executing that contract and in furnishing the surety bond within twenty (20) calendar days of the award of the contract, then the bid guaranty shall become the property of the Owner. If, however, this proposal or any part thereof is not accepted within forty-five (45) days of the times set for the opening of bids, or if the undersigned executes and delivers said contract and surety bond, the bid guaranty shall be returned to the bidder.

The party by whom this proposal is submitted and by whom the contract will be entered into, in case the award is made to him, is

Goodfellow Bros. LLC Corporation/Partnership/Individual
Firm Name (Circle One)

doing business at 22035 SE Wax Rd. #14 Maple Valley, WA 98038
Address City, State Zip

which is the address to which all communications concerned with this proposal and contract should be sent.

The name of the president, treasurer, and manager of the bidding corporation, or the names of all persons and parties interested in this proposal as partners or principals are as follows:

Name	Address
Chad <u>S. Goodfellow, President</u>	<u>135 N. Wenatchee Ave</u> <u>Wenatchee, WA 98801</u>
Daniel R. <u>Goodfellow, Vice President</u>	<u>135 N. Wenatchee Ave</u> <u>Wenatchee, WA 98801</u>
Cynthia K. <u>Beattie, Secretary</u>	<u>135 N. Wenatchee Ave</u> <u>Wenatchee, WA 98801</u>
Daniel <u>R. Reisenauer, Treasurer</u>	<u>135 N. Wenatchee Ave</u> <u>Wenatchee, WA 98801</u>

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities, at the prices submitted in the bid schedule and in the form as indicated below, is attached hereto:

CASH ☐ IN THE AMOUNT OF \$ _____

CASHIER'S CHECK ☐ IN THE AMOUNT OF \$ _____

CERTIFIED CHECK ☐ \$ _____ PAYABLE TO THE CITY OF BLACK DIAMOND

PROPOSAL BOND ☒ IN THE AMOUNT OF 5 PERCENT OF THE BID

PROPOSAL SIGNATURE SHEET

PROJECT: Roberts Drive Improvements

January 22, 2019
Date

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

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

Goodfellow Bros. LLC
Bidder
By: 
Authorized Official
Lane Shinnick
Printed
Division President
Title
Address: 22035 SE Wax Rd. #14
Maple Valley, WA 98038



Receipt of Addenda numbered _____, _____, _____, _____ is hereby acknowledged.

- Note: (1) If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
- (2) If the bidder is a corporation, this proposal must be executed by its duly authorized officials.

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BID BOND FORM

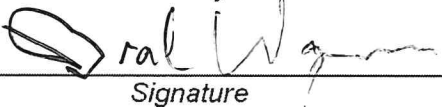
KNOW ALL MEN BY THESE PRESENTS:

That we, Goodfellow Bros. LLC, as Principal, and Travelers Casualty and Surety Company of America as Surety, are held firmly bound unto the City of Black Diamond, Washington, as Obligee, in the penal sum of **Five Percent (5%) of Bid Amount** Dollars, for the payment of which the successors and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the obligee shall make any award to the Principal for Roberts Drive Improvements, 236th Ave SE to Bruckners Way, according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS 10th DAY OF January, 2019

Travelers Casualty and Surety Company of America

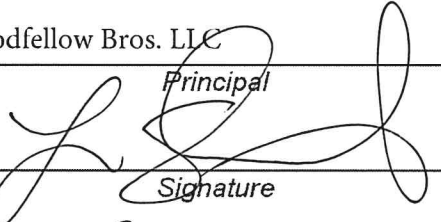
By 
Signature

Brad Wagenaar

Printed

Title Attorney-in-Fact

Goodfellow Bros. LLC

By 
Signature

Lane Shinnick

Printed

Title Division President

DEPOSIT STATEMENT

Herewith find deposit in the form of certified check, cashier's check or cash in the amount of \$ _____, which amount is not less than five percent of the total bid.

Signature

BID SCHEDULE

ROBERTS DRIVE IMPROVEMENTS, STA 7+25 TO STA 12+50

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

SCHEDULE A – ROADWAY IMPROVEMENTS						
Item No.	Spec. Section	Description	Unit	Quantity	Unit Price	Total Amount
1	1-04	Minor Change	EST	1	\$25,000.00	\$25,000.00
2	1-05	Roadway Surveying	LS	1	\$ 7,500. ⁰⁰	\$ 7,500. ⁰⁰
3	1-05	Record Drawings (Min Bid \$500)	LS	1	\$ 500. ⁰⁰	\$ 500. ⁰⁰
4	1-05	ADA Features Surveying	LS	1	\$ 500. ⁰⁰	\$ 500. ⁰⁰
5	1-07	SPCC Plan	LS	1	\$ 500. ⁰⁰	\$ 500. ⁰⁰
6	1-09	Mobilization	LS	1	\$ 25,000. ⁰⁰	\$ 25,000. ⁰⁰
7	1-10	Project Temporary Traffic Control	LS	1	\$ 45,000. ⁰⁰	\$ 45,000. ⁰⁰
8	2-01	Clearing and Grubbing	LS	1	\$ 5,000. ⁰⁰	\$ 5,000. ⁰⁰
9	2-02	Removal of Structure and Obstruction	LS	0	\$ —	\$ —
10	2-02	Removing Portion of Existing Bridge	LS	1	\$ 15,500. ⁰⁰	\$ 15,500. ⁰⁰
11	2-02	Removing Cement Conc. Pavement	SY	150	\$ 25. ⁰⁰	\$ 3,750. ⁰⁰
12	2-02	Removing Asphalt Conc. Pavement	SY	130	\$ 15. ⁰⁰	\$ 1,950. ⁰⁰
13	2-02	Removing Cement Conc. Curb and Gutter	LF	0	\$ —	\$ —
14	2-02	Removing Abandoned Water Main	LF	255	\$ 27. ⁰⁰	\$ 6,885. ⁰⁰
15	2-02	Pothole Existing Utility	EA	10	\$ 625. ⁰⁰	\$ 6,250. ⁰⁰
16	2-03	Roadway Excavation Incl. Haul	LS	1	\$ 9,000. ⁰⁰	\$ 9,000. ⁰⁰
17	2-03	Unsuitable Foundation Excavation Incl. Haul	CY	50	\$ 60. ⁰⁰	\$ 3,000. ⁰⁰
18	2-03	Gravel Borrow Incl. Haul	TON	280	\$ 22. ⁰⁰	\$ 6,160. ⁰⁰
19	2-09	Structure Excavation Class A Incl. Haul	LS	1	\$ 2,250. ⁰⁰	\$ 2,250. ⁰⁰
20	2-09	Shoring or Extra Excavation Class A	LS	1	\$ 3,000. ⁰⁰	\$ 3,000. ⁰⁰
21	2-12	Construction Geotextile for Separation	SY	270	\$ 4. ⁰⁰	\$ 1,080. ⁰⁰
22	4-04	Crushed Surfacing Top Course	TON	130	\$ 95. ⁰⁰	\$ 12,350. ⁰⁰
23	4-04	Permeable Ballast	TON	80	\$ 40. ⁰⁰	\$ 3,200. ⁰⁰
24	5-04	HMA Cl. 1/2" PG 64-22	TON	150	\$ 155. ⁰⁰	\$ 23,250. ⁰⁰
25	5-04	Planing Bituminous Pavement	SY	5	\$ 625. ⁰⁰	\$ 3,125. ⁰⁰
26	6-03	Pedestrian Bridge	LS	1	\$ 42,500. ⁰⁰	\$ 42,500. ⁰⁰

SCHEDULE A – ROADWAY IMPROVEMENTS						
Item No.	Spec. Section	Description	Unit	Quantity	Unit Price	Total Amount
27	6-06	Pedestrian Railing	LF	410	\$ 140. ⁰⁰	\$ 57,400. ⁰⁰
28	6-10	Cast-In-Place Conc. Barrier	LF	26	\$ 725. ⁶⁰	\$ 18,850. ⁶⁰
29	6-20	Gravity Block Wall 1	SF	0	\$ —	\$ —
30	6-20	Gravity Block Wall 2	SF	330	\$ 45. ⁰⁰	\$ 14,850. ⁰⁰
31	6-20	Gravity Block Wall 3	SF	740	\$ 45. ⁰⁰	\$ 33,300. ⁰⁰
32	7-05	Storm Drain Inlet	EA	6	\$ 1,100. ⁰⁰	\$ 6,600. ⁰⁰
33	7-15	Resetting Water Meter	EA	0	\$ —	\$ —
34	8-01	Erosion/Water Pollution Control	LS	1	\$ 7,500. ⁰⁰	\$ 7,500. ⁰⁰
35	8-01	Inlet Protection	EA	10	\$ 85. ⁰⁰	\$ 850. ⁰⁰
36	8-01	High Visibility Fence	LF	60	\$ 3.25	\$ 195. ⁰⁰
37	8-01	Silt Fence	LF	460	\$ 7. ⁰⁰	\$ 3,220. ⁰⁰
38	8-01	Seeding, Fertilizing, and Mulching	SY	440	\$ 10. ⁵⁰	\$ 4,620. ⁰⁰
39	8-02	Topsoil Type A	CY	100	\$ 65. ⁰⁰	\$ 6,500. ⁰⁰
40	8-02	PSIPE Picea sitchensis	EA	4	\$ 650. ⁰⁰	\$ 2,600. ⁰⁰
41	8-04	Cement Conc. Traffic Curb and Gutter	LF	460	\$ 20. ⁰⁰	\$ 9,200. ⁰⁰
42	8-04	Cast-In-Place Conc. Modified Curb	LF	16	\$ 250. ⁰⁰	\$ 4,000. ⁰⁰
43	8-06	Cement Conc. Driveway Entrance	SY	30	\$ 50. ⁰⁰	\$ 1,500. ⁰⁰
44	8-12	Wood Fence	LF	0	\$ —	\$ —
45	8-13	Adjust Monument Case and Cover	EA	1	\$ 700. ⁰⁰	\$ 700. ⁰⁰
46	8-14	Cement Conc. Sidewalk with Wall Cap	SY	220	\$ 160. ⁰⁰	\$ 35,200. ⁰⁰
47	8-14	Cement Conc. Sidewalk	SY	50	\$ 42. ⁰⁰	\$ 2,100. ⁰⁰
48	8-14	Cement Conc. Curb Ramp Type Parallel A	EA	1	\$ 1,900. ⁰⁰	\$ 1,900. ⁰⁰
49	8-14	Cement Conc. Curb Ramp Type Parallel B	EA	0	\$ —	\$ —
50	8-18	Relocate Mailbox	EA	1	\$ 250. ⁰⁰	\$ 250. ⁰⁰
51	8-20	Illumination System, Complete	LS	1	\$ 29,000. ⁰⁰	\$ 29,000. ⁰⁰
52	8-21	Permanent Signing	LS	1	\$ 4,000. ⁰⁰	\$ 4,000. ⁰⁰
53	8-22	Plastic Crosswalk Line	SF	90	\$ 15. ⁰⁰	\$ 1,350. ⁰⁰
54	8-22	Paint Line	LF	130	\$ 5. ⁵⁰	\$ 715. ⁰⁰
Total Schedule A:					\$ 498,650. ⁰⁰	

BID SUMMARY	
Total Schedule A:	\$ 498,650. ⁰⁰
BID TOTAL:	\$ 498,650.⁰⁰

CONTRACT

THIS AGREEMENT, made in four (4) copies, each of which shall be deemed original, and entered into as of the date hereinafter affixed, by and between the City of Black Diamond, Washington, hereinafter called the Owner, and

Contractor Name

HEREINAFTER called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

- I. The Contractor shall do all work and furnish all tools, materials and equipment for the construction of **Roberts Drive Improvements**, in accordance with and as described in the Contract Documents, which shall include: plans, specifications, Addenda, the 2016 Washington State Department of Transportation *Standard Specifications for Road and Bridge Construction*, and all other documents submitted by the bidder in response to the City's bid, all of which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this contract and every part thereof.

If said work is not completed within the time specified, the Contractor agrees to pay to the Owner the sum as specified in Section 1-08.9 of the 2016 WSDOT/APWA Standard Specifications for each and every working day said work remains uncompleted and after expiration of the specified time, as liquidated damages. The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof and shall guarantee said materials and work for a period of one year after completion of this contract by providing the City with a maintenance bond, in the form attached to the Bid Documents, except as may be modified by the plans, specifications, and/or contract documents.

- II. The City of Black Diamond, Washington, hereby promises and agrees with the Contractor to retain the Contractor to provide the materials and to perform the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of prices bid and hereto attached, at the time and in the manner and upon the conditions provided for in this contract.
- III. The Contractor for him/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants contained herein.

- IV. It is further provided that no liability shall attach to the City of Black Diamond, Washington, by reason of entering into this contract, except as expressly provided herein.
- V. No change order or combination of change orders which result in an increase or decrease of the total construction costs shall be binding upon the City until approved in writing by the Director of Public Works or a designate who is authorized to execute Change Orders.

COUNTERSIGNED:

this _____ day of _____, 20 ____

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first herein above written.

CONTRACTOR

CITY OF BLACK DIAMOND, WASHINGTON

Signature

Mayor

Printed

Title

Federal Tax ID No. _____

Attested:

CITY CLERK

Approved as to form:

CITY ATTORNEY

City of Black Diamond PO Box 599 Black Diamond, WA 98010										
Project: Roberts Drive Improvements - 135' W. of Rock Creek Bridge to Bruckners Bid Opening: January 22, 2019			Bidder & Address		Goodfellow Bros. LLC 22035 SE Wax Rd., #14 Maple Valley, WA 98038		Olson Brothers Exc., Inc. 6622 112th St. E. Puyallup, WA 98373		R.W. Scott Const. Co. 4005 West Valley Hwy N. Auburn, WA 98001	
Item	Section	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
SCHEDULE A										
1	1-04	Minor Change	EST	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
2	1-05	Roadway Surveying	LS	1	\$7,500.00	\$7,500.00	\$11,500.00	\$11,500.00	\$8,000.00	\$8,000.00
3	1-05	Record Drawings (Minimum Bid \$500)	LS	1	\$500.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
4	1-05	ADA Features Surveying	LS	1	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00
5	1-07	SPCC Plan	LS	1	\$500.00	\$500.00	\$1,100.00	\$1,100.00	\$1,500.00	\$1,500.00
6	1-09	Mobilization	LS	1	\$25,000.00	\$25,000.00	\$26,262.00	\$26,262.00	\$40,000.00	\$40,000.00
7	1-10	Project Temporary Traffic Control	LS	1	\$45,000.00	\$45,000.00	\$65,000.00	\$65,000.00	\$65,000.00	\$65,000.00
8	2-01	Clearing and Grubbing	LS	1	\$5,000.00	\$5,000.00	\$23,000.00	\$23,000.00	\$4,000.00	\$4,000.00
9	2-02	Removal of Structure and Obstruction	LS	0	\$0.00	\$0.00	\$10,000.00	\$0.00	\$7,500.00	\$0.00
10	2-02	Removing Portion of Existing Bridge	LS	1	\$15,500.00	\$15,500.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00
11	2-02	Removing Cement Conc. Pavement	SY	150	\$25.00	\$3,750.00	\$32.00	\$4,800.00	\$40.00	\$6,000.00
12	2-02	Removing Asphalt Concrete Pavement	SY	130	\$15.00	\$1,950.00	\$24.00	\$3,120.00	\$40.00	\$5,200.00
13	2-02	Removing Cement Conc. Curb and Gutter	LF	0	\$0.00	\$0.00	\$20.00	\$0.00	\$10.00	\$0.00
14	2-02	Remove Abandoned Water Main	LF	255	\$27.00	\$6,885.00	\$30.00	\$7,650.00	\$60.00	\$15,300.00
15	2-02	Pothole Existing Utility	EA	10	\$625.00	\$6,250.00	\$560.00	\$5,600.00	\$400.00	\$4,000.00
16	2-03	Roadway Excavation Incl. Haul	LS	1	\$9,000.00	\$9,000.00	\$30,000.00	\$30,000.00	\$10,000.00	\$10,000.00
17	2-03	Unsuitable Foundation Excavation Incl. Haul	CY	50	\$60.00	\$3,000.00	\$55.00	\$2,750.00	\$40.00	\$2,000.00
18	2-03	Gravel Borrow Incl. Haul	TON	280	\$22.00	\$6,160.00	\$47.00	\$13,160.00	\$30.00	\$8,400.00
19	2-09	Structure Excavation Class A Incl. Haul	LS	1	\$2,250.00	\$2,250.00	\$4,500.00	\$4,500.00	\$1,500.00	\$1,500.00
20	2-09	Shoring or Extra Excavation Class A	LS	1	\$3,000.00	\$3,000.00	\$8,000.00	\$8,000.00	\$500.00	\$500.00
21	2-12	Construction Geotextile for Separation	SY	270	\$4.00	\$1,080.00	\$8.00	\$2,160.00	\$6.00	\$1,620.00
22	4-04	Crushed Surfacing Top Course	TON	130	\$95.00	\$12,350.00	\$60.00	\$7,800.00	\$60.00	\$7,800.00
23	4-04	Permeable Ballast	TON	80	\$40.00	\$3,200.00	\$65.00	\$5,200.00	\$75.00	\$6,000.00
24	5-04	HMA Cl. 1/2 In. PG 64-22	TON	150	\$155.00	\$23,250.00	\$175.00	\$26,250.00	\$190.00	\$28,500.00
25	5-04	Planing Bituminous Pavement	SY	5	\$625.00	\$3,125.00	\$100.00	\$500.00	\$200.00	\$1,000.00

City of Black Diamond PO Box 599 Black Diamond, WA 98010										
Project: Roberts Drive Improvements - 135' W. of Rock Creek Bridge to Bruckners Bid Opening: January 22, 2019			Bidder & Address		Goodfellow Bros. LLC 22035 SE Wax Rd., #14 Maple Valley, WA 98038		Olson Brothers Exc., Inc. 6622 112th St. E. Puyallup, WA 98373		R.W. Scott Const. Co. 4005 West Valley Hwy N. Auburn, WA 98001	
Item	Section	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
26	6-03	Pedestrian Bridge	LS	1	\$42,500.00	\$42,500.00	\$55,000.00	\$55,000.00	\$83,000.00	\$83,000.00
27	6-06	Pedestrian Railing	LF	410	\$140.00	\$57,400.00	\$170.00	\$69,700.00	\$180.00	\$73,800.00
28	6-10	Cast-In-Place Conc. Barrier	LF	26	\$725.00	\$18,850.00	\$400.00	\$10,400.00	\$820.00	\$21,320.00
29	6-20	Gravity Block Wall 1	SF	0	\$0.00	\$0.00	\$100.00	\$0.00	\$56.00	\$0.00
30	6-20	Gravity Block Wall 2	SF	330	\$45.00	\$14,850.00	\$42.00	\$13,860.00	\$56.00	\$18,480.00
31	6-20	Gravity Block Wall 3	SF	740	\$45.00	\$33,300.00	\$42.00	\$31,080.00	\$56.00	\$41,440.00
32	7-05	Storm Drain Inlet	EA	6	\$1,100.00	\$6,600.00	\$1,700.00	\$10,200.00	\$1,000.00	\$6,000.00
33	7-15	Resetting Water Meter	EA	0	\$0.00	\$0.00	\$1,500.00	\$0.00	\$1,000.00	\$0.00
34	8-01	Erosion/Water Pollution Control	LS	1	\$7,500.00	\$7,500.00	\$11,000.00	\$11,000.00	\$7,500.00	\$7,500.00
35	8-01	Inlet Protection	EA	10	\$85.00	\$850.00	\$67.00	\$670.00	\$90.00	\$900.00
36	8-01	High Visibility Fence	LF	60	\$3.25	\$195.00	\$4.00	\$240.00	\$7.00	\$420.00
37	8-01	Silt Fence	LF	460	\$7.00	\$3,220.00	\$5.00	\$2,300.00	\$6.00	\$2,760.00
38	8-01	Seeding, Fertilizing, and Mulching	SY	440	\$10.50	\$4,620.00	\$2.00	\$880.00	\$5.00	\$2,200.00
39	8-02	Topsoil Type A	CY	100	\$65.00	\$6,500.00	\$51.00	\$5,100.00	\$75.00	\$7,500.00
40	8-02	PSIPE Picea sitchensis	EA	4	\$650.00	\$2,600.00	\$230.00	\$920.00	\$700.00	\$2,800.00
41	8-04	Cement Conc. Traffic Curb and Gutter	LF	460	\$20.00	\$9,200.00	\$24.00	\$11,040.00	\$30.00	\$13,800.00
42	8-04	Cast-In-Place Conc. Modified Curb	LF	16	\$250.00	\$4,000.00	\$223.00	\$3,568.00	\$305.00	\$4,880.00
43	8-06	Cement Conc. Driveway Entrance	SY	30	\$50.00	\$1,500.00	\$57.00	\$1,710.00	\$80.00	\$2,400.00
44	8-12	Wood Fence	LF	0	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00
45	8-13	Adjust Monument Case and Cover	EA	1	\$700.00	\$700.00	\$1,800.00	\$1,800.00	\$750.00	\$750.00
46	8-14	Cement Conc. Sidewalk with Wall Cap	SY	220	\$160.00	\$35,200.00	\$150.00	\$33,000.00	\$152.00	\$33,440.00
47	8-14	Cement Conc. Sidewalk	SY	50	\$42.00	\$2,100.00	\$45.00	\$2,250.00	\$56.00	\$2,800.00
48	8-14	Cement Conc. Curb Ramp Type Parallel A	EA	1	\$1,900.00	\$1,900.00	\$2,000.00	\$2,000.00	\$2,700.00	\$2,700.00
49	8-14	Cement Conc. Curb Ramp Type Parallel B	EA	0	\$0.00	\$0.00	\$2,000.00	\$0.00	\$2,700.00	\$0.00
50	8-18	Relocate Mailbox	EA	1	\$250.00	\$250.00	\$180.00	\$180.00	\$400.00	\$400.00
51	8-20	Illumination System, Complete	LS	1	\$29,000.00	\$29,000.00	\$30,000.00	\$30,000.00	*	\$0.00

City of Black Diamond PO Box 599 Black Diamond, WA 98010										
Project: Roberts Drive Improvements - 135' W. of Rock Creek Bridge to Bruckners Bid Opening: January 22, 2019			Bidder & Address		Goodfellow Bros. LLC 22035 SE Wax Rd., #14 Maple Valley, WA 98038		Olson Brothers Exc., Inc. 6622 112th St. E. Puyallup, WA 98373		R.W. Scott Const. Co. 4005 West Valley Hwy N. Auburn, WA 98001	
Item	Section	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
52	8-21	Permanent Signing	LS	1	\$4,000.00	\$4,000.00	\$1,800.00	\$1,800.00	\$4,000.00	\$4,000.00
53	8-22	Plastic Crosswalk Line	SF	90	\$15.00	\$1,350.00	\$16.00	\$1,440.00	\$21.00	\$1,890.00
54	8-22	Paint Line	LF	130	\$5.50	\$715.00	\$6.00	\$780.00	\$8.00	\$1,040.00
TOTAL SCHEDULE A					\$498,650.00		^\$584,270.00		\$591,040.00	
TOTAL CONTRACT AMOUNT BID					\$498,650.00		\$584,270.00		\$591,040.00	

^Error in total as shown on bid form, did not change order of outcome
**No bid amount provided for item 51, Illumination System; incomplete bid*
#Error on bid form, did not change order of outcome

City of Black Diamond PO Box 599 Black Diamond, WA 98010										
Project: Roberts Drive Improvements - 135' W. of Rock Creek Bridge to Bruckners Bid Opening: January 22, 2019			Bidder & Address		Active Construction Inc. 5110 River Rd. E. Tacoma, WA 98443		Sound Pacific Const. LLC 3902 157th St. Ct. NW Gig Harbor, WA 98332		Westwater Const. Co. PO Box 59237 Renton, WA 98058	
Item	Section	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
SCHEDULE A										
1	1-04	Minor Change	EST	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
2	1-05	Roadway Surveying	LS	1	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
3	1-05	Record Drawings (Minimum Bid \$500)	LS	1	\$500.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
4	1-05	ADA Features Surveying	LS	1	\$250.00	\$250.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00
5	1-07	SPCC Plan	LS	1	\$150.00	\$150.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
6	1-09	Mobilization	LS	1	\$50,000.00	\$50,000.00	\$55,000.00	\$55,000.00	\$50,000.00	\$50,000.00
7	1-10	Project Temporary Traffic Control	LS	1	\$53,000.00	\$53,000.00	\$90,000.00	\$90,000.00	\$50,000.00	\$50,000.00
8	2-01	Clearing and Grubbing	LS	1	\$9,196.00	\$9,196.00	\$4,000.00	\$4,000.00	\$25,000.00	\$25,000.00
9	2-02	Removal of Structure and Obstruction	LS	0	\$0.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00
10	2-02	Removing Portion of Existing Bridge	LS	1	\$29,000.00	\$29,000.00	\$30,000.00	\$30,000.00	\$10,000.00	\$10,000.00
11	2-02	Removing Cement Conc. Pavement	SY	150	\$19.50	\$2,925.00	\$17.00	\$2,550.00	\$50.00	\$7,500.00
12	2-02	Removing Asphalt Concrete Pavement	SY	130	\$21.00	\$2,730.00	\$13.00	\$1,690.00	\$140.00	\$18,200.00
13	2-02	Removing Cement Conc. Curb and Gutter	LF	0	\$0.00	\$0.00	\$10.00	\$0.00	\$0.00	\$0.00
14	2-02	Remove Abandoned Water Main	LF	255	\$20.00	\$5,100.00	\$32.00	\$8,160.00	\$75.00	\$19,125.00
15	2-02	Pothole Existing Utility	EA	10	\$275.00	\$2,750.00	\$450.00	\$4,500.00	\$500.00	\$5,000.00
16	2-03	Roadway Excavation Incl. Haul	LS	1	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00
17	2-03	Unsuitable Foundation Excavation Incl. Haul	CY	50	\$48.00	\$2,400.00	\$45.00	\$2,250.00	\$70.00	\$3,500.00
18	2-03	Gravel Borrow Incl. Haul	TON	280	\$32.00	\$8,960.00	\$27.00	\$7,560.00	\$25.00	\$7,000.00
19	2-09	Structure Excavation Class A Incl. Haul	LS	1	\$8,500.00	\$8,500.00	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00
20	2-09	Shoring or Extra Excavation Class A	LS	1	\$2,500.00	\$2,500.00	\$7,000.00	\$7,000.00	\$2,500.00	\$2,500.00
21	2-12	Construction Geotextile for Separation	SY	270	\$3.50	\$945.00	\$4.00	\$1,080.00	\$5.00	\$1,350.00
22	4-04	Crushed Surfacing Top Course	TON	130	\$46.50	\$6,045.00	\$50.00	\$6,500.00	\$75.00	\$9,750.00
23	4-04	Permeable Ballast	TON	80	\$78.50	\$6,280.00	\$46.00	\$3,680.00	\$25.00	\$2,000.00
24	5-04	HMA Cl. 1/2 In. PG 64-22	TON	150	\$145.00	\$21,750.00	\$155.00	\$23,250.00	\$200.00	\$30,000.00
25	5-04	Planing Bituminous Pavement	SY	5	\$335.00	\$1,675.00	\$650.00	\$3,250.00	\$1,200.00	\$6,000.00

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Item	Section	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
26	6-03	Pedestrian Bridge	LS	1	\$51,500.00	\$51,500.00	\$60,000.00	\$60,000.00	\$75,000.00	\$75,000.00
27	6-06	Pedestrian Railing	LF	410	\$177.00	\$72,570.00	\$200.00	\$82,000.00	\$200.00	\$82,000.00
28	6-10	Cast-In-Place Conc. Barrier	LF	26	\$900.00	\$23,400.00	\$900.00	\$23,400.00	\$1,000.00	\$26,000.00
29	6-20	Gravity Block Wall 1	SF	0	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00
30	6-20	Gravity Block Wall 2	SF	330	\$63.00	\$20,790.00	\$50.00	\$16,500.00	\$35.00	\$11,550.00
31	6-20	Gravity Block Wall 3	SF	740	\$63.00	\$46,620.00	\$52.00	\$38,480.00	\$35.00	\$25,900.00
32	7-05	Storm Drain Inlet	EA	6	\$1,100.00	\$6,600.00	\$1,500.00	\$9,000.00	\$3,500.00	\$21,000.00
33	7-15	Resetting Water Meter	EA	0	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00
34	8-01	Erosion/Water Pollution Control	LS	1	\$6,000.00	\$6,000.00	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00
35	8-01	Inlet Protection	EA	10	\$80.00	\$800.00	\$100.00	\$1,000.00	\$150.00	\$1,500.00
36	8-01	High Visibility Fence	LF	60	\$6.00	\$360.00	\$1.00	\$60.00	\$20.00	\$1,200.00
37	8-01	Silt Fence	LF	460	\$6.50	\$2,990.00	\$5.00	\$2,300.00	\$10.00	\$4,600.00
38	8-01	Seeding, Fertilizing, and Mulching	SY	440	\$11.00	\$4,840.00	\$3.50	\$1,540.00	\$5.00	\$2,200.00
39	8-02	Topsoil Type A	CY	100	\$64.00	\$6,400.00	\$42.00	\$4,200.00	\$150.00	\$15,000.00
40	8-02	PSIPE Picea sitchensis	EA	4	\$625.00	\$2,500.00	\$525.00	\$2,100.00	\$1,500.00	\$6,000.00
41	8-04	Cement Conc. Traffic Curb and Gutter	LF	460	\$40.00	\$18,400.00	\$30.00	\$13,800.00	\$70.00	\$32,200.00
42	8-04	Cast-In-Place Conc. Modified Curb	LF	16	\$50.00	\$800.00	\$220.00	\$3,520.00	\$400.00	\$6,400.00
43	8-06	Cement Conc. Driveway Entrance	SY	30	\$113.00	\$3,390.00	\$65.00	\$1,950.00	\$150.00	\$4,500.00
44	8-12	Wood Fence	LF	0	\$0.00	\$0.00	\$30.00	\$0.00	\$0.00	\$0.00
45	8-13	Adjust Monument Case and Cover	EA	1	\$700.00	\$700.00	\$3,000.00	\$3,000.00	\$500.00	\$500.00
46	8-14	Cement Conc. Sidewalk with Wall Cap	SY	220	\$130.00	\$28,600.00	\$170.00	\$37,400.00	\$200.00	\$44,000.00
47	8-14	Cement Conc. Sidewalk	SY	50	\$77.00	\$3,850.00	\$60.00	\$3,000.00	\$150.00	\$7,500.00
48	8-14	Cement Conc. Curb Ramp Type Parallel A	EA	1	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
49	8-14	Cement Conc. Curb Ramp Type Parallel B	EA	0	\$0.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00
50	8-18	Relocate Mailbox	EA	1	\$250.00	\$250.00	\$300.00	\$300.00	\$1,000.00	\$1,000.00
51	8-20	Illumination System, Complete	LS	1	\$30,000.00	\$30,000.00	\$37,000.00	\$37,000.00	\$35,000.00	\$35,000.00

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Item	Section	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
52	8-21	Permanent Signing	LS	1	\$2,400.00	\$2,400.00	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00
53	8-22	Plastic Crosswalk Line	SF	90	\$15.50	\$1,395.00	\$15.00	\$1,350.00	\$10.00	\$900.00
54	8-22	Paint Line	LF	130	\$6.00	\$780.00	\$6.00	\$780.00	\$10.00	\$1,300.00
TOTAL SCHEDULE A						\$591,591.00		\$671,150.00		\$719,675.00
TOTAL CONTRACT AMOUNT BID						\$591,591.00		\$671,150.00		\$719,675.00

^Error in total as shown on bid form, did not change order of outcome
**No bid amount provided for item 51, Illumination System; incomplete bid*
#Error on bid form, did not change order of outcome

City of Black Diamond PO Box 599 Black Diamond, WA 98010										
Project: Roberts Drive Improvements - 135' W. of Rock Creek Bridge to Bruckners Bid Opening: January 22, 2019			Bidder & Address		Pro Grade Enterprises, Inc. PO Box 1182 Maple Valley, WA 98038		Welwest Const. Inc. PO Box 1491 Monroe, WA 98272		<i>Engineer's Estimate</i>	
Item	Section	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
SCHEDULE A										
1	1-04	Minor Change	EST	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
2	1-05	Roadway Surveying	LS	1	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
3	1-05	Record Drawings (Minimum Bid \$500)	LS	1	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
4	1-05	ADA Features Surveying	LS	1	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
5	1-07	SPCC Plan	LS	1	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
6	1-09	Mobilization	LS	1	\$42,900.00	\$42,900.00	\$75,000.00	\$75,000.00	\$38,340.00	\$38,340.00
7	1-10	Project Temporary Traffic Control	LS	1	\$56,800.00	\$56,800.00	\$15,000.00	\$15,000.00	\$60,000.00	\$60,000.00
8	2-01	Clearing and Grubbing	LS	1	\$12,000.00	\$12,000.00	\$7,500.00	\$7,500.00	\$4,590.00	\$4,590.00
9	2-02	Removal of Structure and Obstruction	LS	0		\$0.00		\$0.00	\$0.00	\$0.00
10	2-02	Removing Portion of Existing Bridge	LS	1	\$18,200.00	\$18,200.00	\$21,000.00	\$21,000.00	\$2,500.00	\$2,500.00
11	2-02	Removing Cement Conc. Pavement	SY	150	\$13.60	\$2,040.00	\$25.00	\$3,750.00	\$20.00	\$3,000.00
12	2-02	Removing Asphalt Concrete Pavement	SY	130	\$19.70	\$2,561.00	\$25.00	\$3,250.00	\$15.00	\$1,950.00
13	2-02	Removing Cement Conc. Curb and Gutter	LF	0		\$0.00		\$0.00	\$0.00	\$0.00
14	2-02	Remove Abandoned Water Main	LF	255	\$19.70	\$5,023.50	\$40.00	\$10,200.00	\$90.00	\$22,950.00
15	2-02	Pothole Existing Utility	EA	10	\$329.00	\$3,290.00	\$500.00	\$5,000.00	\$300.00	\$3,000.00
16	2-03	Roadway Excavation Incl. Haul	LS	1	\$24,500.00	\$24,500.00	\$15,000.00	\$15,000.00	\$3,000.00	\$3,000.00
17	2-03	Unsuitable Foundation Excavation Incl. Haul	CY	50	\$59.60	\$2,980.00	\$40.00	\$2,000.00	\$75.00	\$3,750.00
18	2-03	Gravel Borrow Incl. Haul	TON	280	\$48.60	\$13,608.00	\$30.00	\$8,400.00	\$25.00	\$7,000.00
19	2-09	Structure Excavation Class A Incl. Haul	LS	1	\$13,900.00	\$13,900.00	\$8,000.00	\$8,000.00	\$405.00	\$405.00
20	2-09	Shoring or Extra Excavation Class A	LS	1	\$651.00	\$651.00	\$5,000.00	\$5,000.00	\$11,000.00	\$11,000.00
21	2-12	Construction Geotextile for Separation	SY	270	\$2.45	\$661.50	\$10.00	\$2,700.00	\$7.00	\$1,890.00
22	4-04	Crushed Surfacing Top Course	TON	130	\$38.60	\$5,018.00	\$32.00	\$4,160.00	\$40.00	\$5,200.00
23	4-04	Permeable Ballast	TON	80	\$53.20	\$4,256.00	\$35.00	\$2,800.00	\$50.00	\$4,000.00
24	5-04	HMA Cl. 1/2 In. PG 64-22	TON	150	\$177.00	\$26,550.00	\$268.00	\$40,200.00	\$110.00	\$16,500.00
25	5-04	Planing Bituminous Pavement	SY	5	\$905.00	\$4,525.00	\$600.00	\$3,000.00	\$6.00	\$30.00

City of Black Diamond PO Box 599 Black Diamond, WA 98010										
Project: Roberts Drive Improvements - 135' W. of Rock Creek Bridge to Bruckners Bid Opening: January 22, 2019			Bidder & Address		Pro Grade Enterprises, Inc. PO Box 1182 Maple Valley, WA 98038		Welwest Const. Inc. PO Box 1491 Monroe, WA 98272		<i>Engineer's Estimate</i>	
Item	Section	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
26	6-03	Pedestrian Bridge	LS	1	\$95,300.00	\$95,300.00	\$125,000.00	\$125,000.00	\$50,000.00	\$50,000.00
27	6-06	Pedestrian Railing	LF	410	\$239.00	\$97,990.00	\$300.00	\$123,000.00	\$150.00	\$61,500.00
28	6-10	Cast-In-Place Conc. Barrier	LF	26	\$1,700.00	\$44,200.00	\$1,800.00	\$46,800.00	\$310.00	\$8,060.00
29	6-20	Gravity Block Wall 1	SF	0		\$0.00		\$0.00	\$0.00	\$0.00
30	6-20	Gravity Block Wall 2	SF	330	\$48.50	\$16,005.00	\$51.00	\$16,830.00	\$65.00	\$21,450.00
31	6-20	Gravity Block Wall 3	SF	740	\$50.70	\$37,518.00	\$51.00	\$37,740.00	\$65.00	\$48,100.00
32	7-05	Storm Drain Inlet	EA	6	\$1,080.00	\$6,480.00	\$2,000.00	\$12,000.00	\$1,000.00	\$6,000.00
33	7-15	Resetting Water Meter	EA	0		\$0.00		\$0.00	\$0.00	\$0.00
34	8-01	Erosion/Water Pollution Control	LS	1	\$22,900.00	\$22,900.00	\$3,500.00	\$3,500.00	\$8,000.00	\$8,000.00
35	8-01	Inlet Protection	EA	10	\$87.60	\$876.00	\$50.00	\$500.00	\$90.00	\$900.00
36	8-01	High Visibility Fence	LF	60	\$4.15	\$249.00	\$5.00	\$300.00	\$5.50	\$330.00
37	8-01	Silt Fence	LF	460	\$5.80	\$2,668.00	\$5.00	\$2,300.00	\$6.50	\$2,990.00
38	8-01	Seeding, Fertilizing, and Mulching	SY	440	\$3.30	\$1,452.00	\$4.00	\$1,760.00	\$2.00	\$880.00
39	8-02	Topsoil Type A	CY	100	\$60.10	\$6,010.00	\$50.00	\$5,000.00	\$80.00	\$8,000.00
40	8-02	PSIPE Picea sitchensis	EA	4	\$1,200.00	\$4,800.00	\$400.00	\$1,600.00	\$250.00	\$1,000.00
41	8-04	Cement Conc. Traffic Curb and Gutter	LF	460	\$46.40	\$21,344.00	\$41.00	\$18,860.00	\$25.00	\$11,500.00
42	8-04	Cast-In-Place Conc. Modified Curb	LF	16	\$300.00	\$4,800.00	\$180.00	\$2,880.00	\$95.00	\$1,520.00
43	8-06	Cement Conc. Driveway Entrance	SY	30	\$126.00	\$3,780.00	\$120.00	\$3,600.00	\$60.00	\$1,800.00
44	8-12	Wood Fence	LF	0		\$0.00		\$0.00	\$0.00	\$0.00
45	8-13	Adjust Monument Case and Cover	EA	1	\$350.00	\$350.00	\$2,500.00	\$2,500.00	\$950.00	\$950.00
46	8-14	Cement Conc. Sidewalk with Wall Cap	SY	220	\$113.00	\$24,860.00	\$109.00	\$23,980.00	\$60.00	\$13,200.00
47	8-14	Cement Conc. Sidewalk	SY	50	\$56.20	\$2,810.00	\$75.00	\$3,750.00	\$50.00	\$2,500.00
48	8-14	Cement Conc. Curb Ramp Type Parallel A	EA	1	\$3,010.00	\$3,010.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
49	8-14	Cement Conc. Curb Ramp Type Parallel B	EA	0		\$0.00		\$0.00	\$0.00	\$0.00
50	8-18	Relocate Mailbox	EA	1	\$695.00	\$695.00	\$500.00	\$500.00	\$600.00	\$600.00
51	8-20	Illumination System, Complete	LS	1	\$35,400.00	\$35,400.00	\$49,000.00	\$49,000.00	\$30,000.00	\$30,000.00

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Item	Section	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	<i>Unit Bid</i>	<i>Amount</i>
52	8-21	Permanent Signing	LS	1	\$5,190.00	\$5,190.00	\$4,000.00	\$4,000.00	<i>\$1,600.00</i>	<i>\$1,600.00</i>
53	8-22	Plastic Crosswalk Line	SF	90	\$21.60	\$1,944.00	\$20.00	\$1,800.00	<i>\$10.00</i>	<i>\$900.00</i>
54	8-22	Paint Line	LF	130	\$9.25	\$1,202.50	\$10.00	\$1,300.00	<i>\$1.00</i>	<i>\$130.00</i>
TOTAL SCHEDULE A					^\$724,297.50		\$765,960.00		\$517,515.00	
TOTAL CONTRACT AMOUNT BID					\$724,297.50		\$765,960.00		\$517,515.00	

^Error in total as shown on bid form, did not change order of outcome
*No bid amount provided for item 51, Illumination System; incomplete bid
#Error on bid form, did not change order of outcome

ROBERTS DRIVE IMPROVEMENTS PROJECT

BUDGET DETAILS

As of January 28, 2019

BUDGETED REVENUE		EXPENSES	
ITEM	AMOUNT	ITEM	AMOUNT
TIB Grant	\$ 431,700	Goodfellow Bid (less contingency)	\$ 473,650*
REET Funds	\$ 25,950	Bid Contingency	\$ 25,000*
Oakpointe	\$ 46,000	PSE/IntoLight	\$ 20,000
		Admin/Inspections/Misc	\$ 10,000
TOTAL	\$ 503,650	TOTAL	\$ 528,650^

**\$25,000 for contingency is included in the cost of the bid*

^Expense amount is \$25,000 over budget, see below

The grant on this project will cover about 85% of costs with Oakpointe funds(\$46,000) and REET funds covering the other 15%. Staff labor costs are also reimbursable in this grant program up to 85%.

The amounts shown indicate the current estimated share of costs per TIB. TIB does not use contingency funds in their estimates, thus the overage of \$25,000, which was built into the bid. As prices increase or decrease, TIB funds will increase and decrease to continue to fund the project at about 85%.

The cost share of the grant award was as follows:

TIB:	\$450,000
Oakpointe:	\$46,000
<u>City REET:</u>	<u>\$29,000</u>
TOTAL:	\$525,000

2019-2024 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
EXHIBIT "A"

Rank	Year	Improvement	From	To	Type of Improvement	Length in Miles	Estimated Cost	Funding
1	2019	General Street Improvement	N/A	N/A	Use for opportunities to leverage private funds, short overlays, chip sealing, crack sealing, patch work, addressing minor safety problems	N/A	\$30,000/year; \$180,000 total	Local City Funds
2	2019	Grant Matching for Street Projects	N/A	N/A	Use for grant applications to provide the required match	N/A	\$40,000/year; \$240,000 total	Local City Funds
3	2019	Roberts Drive, 236th to Bruckners	236th Ave. SE	Bruckners Way	Sidewalk on the south side of the road, including pedestrian bridge attached to the Rock Creek Bridge	0.18	\$ 420,000	TIB Grant/ Local City Funds/ Developer Mitigation
4	2019	Roberts Drive/SR 169/BD-Ravensdale Roundabouts	N/A	N/A	Two 2-lane Roundabouts	N/A	\$ 12,000,000	Developer Mitigation & possible Grant funding
5	2019	Park St. & SR 169 Intersection Safety Improvements	N/A	N/A	Site distance improvements and/or other safety improvements	N/A	\$ 30,000	Local City Funds, Developer Funds
6	2019	232nd Ave. SE Overlay, Ph. I	SE 288th St.	SE 293rd Pl.	Asphalt patching and overlay	0.30	\$ 175,000	Grant/ TIB, Local City Funds
7	2020	Downtown Public Parking	N/A	N/A	Develop additional public parking in the downtown area of Baker St. and Railroad Ave.	N/A	\$ 145,000	Local City Funds/Grants
8	2020	216th Ave. SE Overlay	SE 288th St.	SE 296th St.	Patch and overlay	0.41	\$ 210,000	Grant/ TIB, Local City Funds
9	2020	Morgan Creek Pedestrian Connection	Kanasket Dr.	SR 169	Pedestrian connection from the backside of the Morgan Creek Neighborhood to SR 169	0.14	\$ 200,000	Developer-Funded Frontage Improvements
10	2020	Roberts Drive, West City Limits to 236th Ave. SE Frontage Improvements	West City Limits	236th Ave. SE	Frontage improvements including overlay, widening, sidewalks, bike lanes, and street lights	0.46	\$ 1,000,000	Developer

PUBLIC HEARING: Held Thursday, May 17, 2018,
7:00 p.m., Black Diamond City Council Chambers
Edited based on public comments May 29, 2018

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: February 7, 2019	AB19-013
Resolution awarding a construction contract to South Sound Fencing LLC for the Shop Fence and Gate Repairs project	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$54,207.69	Public Works – Seth Boettcher	X
Fund Source: Budgeted REET/Water/Sewer funds	Court – Stephanie Metcalf	
Timeline: Winter/Spring 2019		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution; Bid Form; Contract Form; Bid Tab		
<p>SUMMARY STATEMENT:</p> <p>The new Shop Fence and Gate Repairs project consists of a new fence around the Public Works Shop, replacement of the gate at the old sewer lagoon site, and gate and handrail fixes at the Swinging Bridge. The fence at the Public Works Shop will have gates at two entrances. The City also received additive alternate bids to upgrade these gates to be fully automatic.</p> <p>The City received 6 bids on January 17, 2019. South Sound Fencing LLC was the lowest responsive bidder at \$54,207.69. South Sound Fencing is from Tacoma, WA. They are currently licensed and have the relevant qualifications and experience to successfully perform the work this project will require. Public Works staff contacted references and found no issues from previous work.</p> <p>FISCAL NOTE (Finance Department):</p> <p>The City budgeted \$60,000 for the Public Works Shop Fence. This portion of the project would be \$50,308.95. The sewer lagoon gate would be covered by sewer funds and would be \$1,835.34. Work at the Swinging Bridge would be covered by the water fund at an amount of \$2,063.40.</p>		
<p>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</p> <p>Public Works Committee recommends forwarding to Council for their approval.</p>		
<p>RECOMMENDED ACTION: A motion to adopt Resolution 19-1296 authorizing the Mayor to execute a contract with South Sound Fencing LLC for the Shop Fence and Gate Repairs project and to authorize a \$5,500 contingency fund to cover</p>		

potential change orders.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 7, 2019		

RESOLUTION NO. 19-1296

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AWARDING THE LOW BID ON THE NEW SHOP FENCE
AND GATE REPAIRS PROJECT TO SOUTH SOUND
FENCING LLC**

WHEREAS, the City has planned and budgeted for the New Shop Fence and Gate Repairs project; and

WHEREAS, the City received 6 bids on January 17, 2019; and

WHEREAS, South Sound Fencing LLC was the lowest responsive bidder and has met all conditions of providing a responsible bid;

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

Section 1. The Mayor is hereby authorized to award the bid of the New Shop Fence and Gate Repairs project to South Sound Fencing LLC in the amount of \$54,207.69 for the construction of this project and authorize the Mayor to execute a contract for the same.

Section 2. Authorize a \$5,500 contingency fund to cover potential change orders and changes in quantities for the New Shop Fence and Gate Repairs project.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF FEBRUARY, 2019.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

REQUEST FOR BIDS

NEW SHOP FENCE AND GATE REPAIRS

CITY OF BLACK DIAMOND

The City is requesting bids for the installation of a new fence at the City's Public Works shop (32820 3rd Avenue, Black Diamond, WA); gate replacement at the City's decommissioned sewer lagoon site (32923 Abrams Avenue, Black Diamond, WA); and gate and handrail repairs at the City's swinging bridge site (located along the Green River near King County parcel #192107-9032). Work will also include the removal of old gate materials, installation of posts (where required), and some clearing (where required). Removal/disposal of old fence materials will be the responsibility of the Contractor at the Contractor's expense.

The City is also seeking bids for Additive upgrade work at the Public Works yard which would upgrade the planned manual gates with automated gates (including motor, motor pad, key pad, remote openers, exit sensor, and wiring). The City is requesting unit price bids for each category of work as defined in the attached bid proposal form/Scope of Work. **The City will provide one optional tour of the City's swinging bridge site on Thursday, January 10, 2019 at 1:00 p.m.** Please meet at the Public Works shop at 32820 3rd Avenue, Black Diamond if you would like to tour this site. The other sites are accessible at all times.

Small Works Roster bids must be turned into Scott Hanis, Capital Project/Program Manager, in the Community Development Building, located at 24301 Roberts Drive, Black Diamond, WA 98010, by 3:00 pm on **Thursday, January 17, 2019**. Hard copy bids must be signed. E-mailed bids will also be accepted. E-mailed bids must be submitted in pdf form and contain a signature. If the apparent low bidder submitted an electronic bid, the bidder must provide a signed paper copy prior to notice of award. E-mailed bids shall be sent to and received by Scott Hanis, Capital Project/Program Manager: shanis@blackdiamondwa.gov by 3:00 pm on the date stated above. The City will not accept late e-mail submittals or those delayed due to file sizes or incorrect e-mail addresses. An acknowledgment that the bid was received will be sent via e-mail. All contract documents, plans, specifications, and addenda will be published on the City's Small Works page on the City's website:
http://ci.blackdiamond.wa.us/Depts/PubWorks/works_roster.html.

Invitations to bid will be sent to all contractors registered on the City's Small Works Roster located at <http://www.mrscrosters.org> under the category of "Site Improvement, Repair, and Maintenance" and sub-category of "Fencing and Gates" at the time of advertisement. Bids will also be accepted from contractors registered on the Small Works Roster at the time of bid closing. Prevailing wages will be required for this work. The City will look to award this contract in February 2019.

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

BID FORM, SCOPE OF WORK, AND SPECIFICATIONS

The City of Black Diamond is hereafter referred to as "the City."

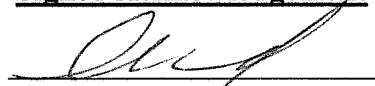
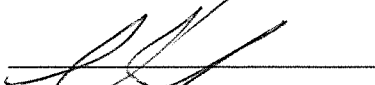
1. The undersigned hereby certifies that he/she has examined the locations of the of the work to be performed as outlined in the bid documents for the City of Black Diamond New Shop Fence and Fence Repairs Project and is familiar with the local conditions at the location of the work to be done, and has read and thoroughly understands the work that the City requires to be completed, the Contract governing the work and the method by which payment will be made for said work in accordance with the City Contract at the proposed bid prices contained herein.
2. The bid will be evaluated by the sum of the total of the bids for the 7 categories of work for the New Shop Fence and Gate Repairs project. The city reserves the right to award the bid based on the cumulative amount for the New Shop Fence and Gate Repairs and the Automated Gate Additive Bid or just on the Base Bid.

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

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

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

Addendum

<u>No.</u>	<u>Addendum Receipt Date</u>	<u>Signed Acknowledgement</u>
1.	<u>01/14/2019</u>	<u></u>
2.	<u>01/14/2019</u>	<u></u>

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

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

TOTAL ADDITIVE SUBTOTAL	\$ 15,703.56
TOTAL AMOUNT BID - BASE BID + ADDITIVE	\$ 69,911.25

*For additive bid, only include the amount above the cost of installing the manual gate

South Sound Fencing LLC
Bidder

01/16/2019
Date

SOUTH5F848B5
Contractor's License No.

603-575-345
Contractor's Washington UBI No.

By Mahlon Ray / Owner
Authorized Official

Address:

2661 N. Pearl St PMB 368
Tacoma WA 98407

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

SPECIFICATIONS

All bid items encompass all time, material, and labor costs in order to complete the work, including materials not specified below or in the bid proposal. The requirements for the fence, gates, and handrail are as follows:

Public Works Shop

- 8' black chainlink fence
 - 9 gauge 2" fabric (barb top)
 - 10' x 2-7/8" 40 wt terminal posts
 - 10' x 2-3/8" 20 wt line posts
 - Tension wire top with eye tops
 - Tension wire bottom
 - Includes all necessary tension bands, brace bands, caps, eye tops, rail ends, sleeves, etc.
 - Clearing of vegetation, as needed
 - Maximum 10' separation between posts
 - Installed per American Fence Association and WSDOT Standards
- 6' black chainlink fence
 - 9 gauge factory pre-slatted fabric
 - 8' x 2-7/8" 40 wt terminal posts
 - 8' x 2-3/8" 20 wt line posts
 - Tension wire top with eye tops
 - Tension wire bottom
 - Includes all necessary tension bands, brace bands, caps, eye tops, rail ends, sleeves, etc.
 - Clearing of vegetation, as needed
 - Maximum 10' separation between posts
 - Installed per American Fence Association and WSDOT Standards
- 24' x 8' black cantilever gate
 - Steel black powder coated construction
 - Tracking line
 - Posts
 - Clearing of vegetation, as needed
 - Installed per American Fence Association and WSDOT Standards
 - Alternate upgrade to include all components necessary to make gate automated
 - Include 10 remote control openers
- 20' x 8' black cantilever gate
 - Steel black powder coated construction
 - Tracking line
 - Posts
 - Clearing of vegetation, as needed
 - Installed per American Fence Association and WSDOT Standards

- Alternate upgrade to include all components necessary to make gate automated
 - Include 10 remote control openers
 - City will be responsible for providing electricity to locations
- 4' walking gate
 - Clearing of vegetation, as needed
 - Installed per American Fence Association and WSDOT Standards

Sewer Lagoon Gate Replacement (17' Double Gate)

- Removal and disposal of damaged gate
- Clear vegetation, as needed
- Installation of new double gate including welding and other necessary work
- Installation of new support posts, if needed
- Furnish all hardware and materials needed
- Installed per American Fence Association and WSDOT Standards

Swinging Bridge Handrail Repair and Gate Replacement

- Removal and disposal of damaged gate
- ~~Repair~~removal and disposal of damaged handrail that leads up to gate
- Installation of new gate
- ~~Installation of new~~Repair handrail including welding and other necessary work
- Installation of new support posts, if needed
- Furnish all hardware and materials needed
- Installed per American Fence Association and WSDOT Standards

CITY OF BLACK DIAMOND

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

SMALL WORKS CONTRACT

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

New Shop Fence and Gate Repairs Project.
3. **Effective date.** This Contract becomes effective and binding upon the Parties, including each Party's heirs, successors, and assigns, immediately upon execution of this contract by both parties.
4. **Notices to Parties.** Contractor agrees to accept notices under this Contract via facsimile or email. It is the responsibility of Contractor to notify the City in writing if any of the contact information appearing below should change. Any notices required shall be in writing and delivered to the following addresses. If notice by email, a hard copy shall be delivered or mailed the same date as email.

CITY:

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

CONTRACTOR:

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

5. **Notice to Proceed.** Contractor shall provide a performance bond, insurance certificates, a City business license and statement of intent to pay prevailing wage rates within 10 days of receiving a notice of award. The City expects to issue a notice of award on or about February 8, 2019. Upon timely receipt of the bond, insurance certificate, business license and statement of intent to pay prevailing wage rates, the City will thereafter have ten (10)

days to issue a notice to proceed. April 30, 2019 shall be the deadline for completion of all work in accordance with the terms and conditions of the Contract. The contract will stay in full force and effect until all obligations of the contract are satisfied.

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

A. *In general.*

- (1) Responsible for all labor and work. Contractor shall be solely responsible for furnishing all labor and performance of all work necessary to complete the Project as required.

Contractor shall submit with the bid proposal a guarantee/warranty against faulty workmanship for a minimum of seven years.

- (2) Responsible for furnishing all materials and equipment. Contractor shall furnish all materials and equipment necessary to complete the Project, except for any materials expressly agreed in writing to be provided by the City.
- (3) Documents incorporated by reference. All terms and specifications contained in any Request for Bids that was issued by the City as part of determining the awarding of this Contract are hereby incorporated by reference and must be complied with by Contractor, unless one or more of such terms and specifications are expressly amended or waived in writing by the City. The contract documents that the contractor shall comply with are: (1) this contract (2) the City's Construction Standards; (3) Contractor's proposal; (4) the solicitation for bids.
- (4) Laws and regulations to be followed. Contractor, its employees, agents, and subcontractors, shall at all times fully comply with all applicable laws, regulations, and administrative rulings in performing work for the Project.
- (5) Work Hours. Contractor shall not work on weekends. On Mondays through Thursdays, Contractor shall not start work before 7:00 AM, and shall not work after 6:00 PM. Contractor shall not start work before 7:00 AM on Fridays. Contractor must be off the street and shall not work after 3:30 PM on Fridays.
- (6) Conditions of Work. By submitting a proposal in response to the City's solicitation for quotations, Contractor represents and warrants to the City that Contractor has fully informed itself of all conditions relating to the work involved for completing the Project. In prosecuting the work, Contractor shall employ such methods or means as will not interfere with or interrupt the work of the City or its agents, employees or contractors. Ingress/egress shall not be obstructed into the police department/council chambers.
- (7) Contractor's Responsibility. Contractor will prosecute the work in accordance with instructions, descriptions and/or plans and specifications provided by the City. Contractor shall carry on the work at its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to the work and/or materials before its final completion and acceptance, repair or replace

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

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

B. Work Performance.

- (1) Prevailing wages. Contractor shall pay prevailing wages, as that term is defined under the laws of the State of Washington, for all work performed on this Project by Contractor and by Contractor's employees, agents and subcontractors. Contractor is fully responsible for prevailing wage compliance.
For reference only, and without relieving any Contractor responsibility, the City notes the State of Washington prevailing wage rates for public works projects located in King County may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this Project, the applicable effective date for prevailing wages for this Project is January 3, 2019. A copy of prevailing wage rates are also available for viewing at the office of the City, located at 24301 Roberts Drive, Black Diamond, WA 98010. Upon request, the City will mail a hard copy of the applicable prevailing wages for this Project.

- (2) Notice to City. Minimum 24-hours prior notice shall be given to the City's Department of Public Works prior to commencement of work under this Contract.
- (3) Approved Plans & Specifications to be followed. All work is to be performed to the City's satisfaction and in compliance with the Contract Documents listed in section 6.A(3) above, unless such requirements or specifications are expressly amended in writing by the City.
- (4) Schedule of Work to be followed. The project shall be completed by March 29, 2019. Contractor shall diligently proceed with the work and shall assure that it, and its subcontractors, have adequate staffing at all times in order for Contractor to comply with any Schedule of Work agreed to by the Parties, and shall make all reasonable efforts to complete the work in a timely manner.
- (5) Duty to Correct. Contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the Contract. The Contractor shall bear the cost of correcting such rejected work. If the Contractor fails to correct nonconforming work within a reasonable time, the City may correct it and Contractor shall reimburse the City for the cost of the correction.
- (6) Project Administration/Notice to Proceed. The Public Works Director, or his or her designee, shall administer this Contract and shall have all authority provided for the City under this Contract including all project approvals, including change orders. Contractor shall not commence work until Notice to Proceed has been given by the City. All work performed under this Contract will be monitored and inspected by the Public Works Director or his or her designee, and accepted by same.

C. Non-Discrimination.

- (1) Contractor, Contractor's officers and employees, and its subcontractors and agents, shall not discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age, disability, or other condition prohibited by federal, state, or local law or ordinance, except where the condition constitutes a bona fide occupational qualification under law.
 - (2) Any violation of this Section shall be a material breach of this Contract and grounds for immediate cancellation, termination, or suspension of the Contract by the City, in whole or in part, and may result in Contractor being ineligible to perform further work for the City.
- 7. Compensation.** Compensation shall be by Unit Price for each of the 7 categories of work as defined in the attached Bid Form/Scope of Work at the bid amounts along with the 2 categories of work in the additive proposal if the City chooses to move forward with the additive work.

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

8. Payment

- A. Contractor shall request approval and acceptance of each category of work from the City. Contractor may not bill for the completed work until the City has accepted the completed work.
- B. All invoices shall be submitted for work after it has been performed, and paid by City warrant within thirty (30) days of receipt of a proper invoice.
- C. Failure to perform any of the obligations under the Contract by Contractor may be decreed by the City to be adequate reason for withholding any payments until compliance is achieved. Progress payments for work performed shall not be evidence of acceptable performance or an admission by the City that any work has been satisfactorily completed.
- D. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

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

Initial: _____ (Contractor)

In lieu of a performance and payment bond, the Contractor may request, in writing, that the City retain an additional 5% of the contract amount, on top of required retainage in item 10 below, until 30 days after the date of final acceptance, or until the receipt of all necessary releases from the Department of Revenue, Department of Employment Security, and Department of Labor and Industries, whichever is later.

10. Retainage. Pursuant to Chapter 60.28 RCW, a sum of five percent (5%) of the monies earned by Contractor will be retained from progress payments. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82, and (2) the claims of any person arising under the Contract. No final payment or release of any retainage will be made until Contractor and each subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7 or other approved form) that has been certified by the industrial statistician of the Department of Labor and Industries. Also the retainage will not be released until the City has received certification that the Department of Revenue has received due payment of applicable taxes. Once the City has received certification from appropriate departments of the state of Washington, 45 days has passed from the date of acceptance of the Project and the City has not received any claims against the Project, then the City will release the retainage.

11. Changes. After execution of the Contract, changes in the Project may be accomplished by change order. The City, without invalidating the Contract, may order changes in the

Project within the general scope of the Contract consisting of additions, deletions or other revisions, the contract sum and Contract completion date being adjusted accordingly. Change orders shall be in writing signed by the Parties.

- 12. Termination of Contract.** This Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, Contractor shall not be entitled to receive any further payments under the Contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to Contractor. Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.
- 13. Responsibility Criteria and Verification by Contractor.** Pursuant to Chapter 39.04 RCW, the following requirements are part of this Contract:
- A. *Responsibility Criteria.*
- (1) Eligibility to be awarded contract. Contractor hereby certifies that Contractor meets the following responsibility criteria:
- a. Contractor has a certificate of registration in compliance with chapter 18.27 RCW;
 - b. Contractor has a current state unified business identifier number;
 - c. If applicable, Contractor has industrial insurance coverage for Contractor's employees working in Washington as required under Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and
 - d. Contractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- B. *Requirement to verify subcontractors.* Contractor verifies the responsibility criteria contained above for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors and that each subcontractor verify the responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement must be included in every subcontract of every tier.

14. Insurance.

- A. All employees, subcontractors, agents to be covered. Contractor shall procure and maintain for the duration of the Contract, and shall provide proof satisfactory to the City, insurance that covers Contractor and each of Contractor's employees, subcontractors or agents (who are not otherwise covered by Contractor's insurance) against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its employees, subcontractors or agents.
- B. Lack of insurance grounds for termination of contract. Failure of Contractor to maintain insurance as required herein shall be grounds for immediate termination of this Contract by the City.
- C. Title 51 Industrial Insurance Waived. The Parties have specifically negotiated as a term of this Contract that Contractor has agreed to expressly waive immunity under Title 51 RCW, Industrial Insurance Law.
- D. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below and maintain such insurance for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees as follows
 - 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. The policy shall provide contractual liability coverage.
 - 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
 - 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - 4. Builders Risk [when applicable] insurance covering interests of the City, Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire, flood, earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of Contractor. Higher

deductibles for flood and earthquake perils may be accepted by the City upon written request by Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

E. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

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

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

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

1. Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

2. Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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

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

F. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of all amendatory endorsements, naming the City as additional named insured, including but not necessarily limited to the additional

insured endorsements evidencing the Automobile Liability and Commercial General Liability insurance of Contractor before commencement of the work. Before any exposure to loss may occur, Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

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

15. Claims for damages.

- A. Excluded situations. The City shall not be responsible for delays caused by soil conditions; underground obstructions; labor disputes; fire; delays by third parties, including public and private utilities; or reasonably foreseeable delays.
- B. Liability limited to direct costs. Contractor agrees that the City's liability to Contractor for payment of claims or damages of any kind whatsoever related to this Contract shall be limited to direct costs as provided under the force account provisions of applicable standard specifications. Contractor expressly waives all claims for payment of damages that include or are computed on total costs of job performance, extended overhead, or other similar methods that are not specific as to the actual, direct costs of contract work as defined in the force account provisions of applicable standard specifications.
- C. "Damages" defined. For purposes of applying RCW 4.24.115 to this Contract, Contractor and the City agree that the term "damages" applies only to a finding in a judicial proceeding and is exclusive of third party claims for damage primarily thereto.
- D. Indemnification. The following provision shall control over any other indemnification provision in the Contract Documents. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials,

employees and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further agreed that claims for damages against the City for which Contractor's insurance carrier does not accept defense of the City may be tendered by the City to Contractor, who shall then accept and settle with the claimant or defend the claim. The City retains the right to approve claims investigation and counsel assigned to said claims, and all investigation of legal work product regarding said claims shall be performed under a fiduciary relationship to the City.

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

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

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

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

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

20. Extent of Contract/Modification. This Contract, together with attachments or addenda, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only by written instrument properly signed by both parties. Should any language in any of the Exhibits or Contract Documents conflict with language contained in this Contract, the provisions of this Contract shall prevail.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF BLACK DIAMOND

CONTRACTOR

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Office of the City Attorney

Attachments

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Corp. officer signature (not contract signer)

Printed

Title

State of _____

County of _____

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

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

Notary Public (Signature)

Notary Public (Print)

My commission expires _____

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

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

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

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

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

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

Contractor Signature

Date

**CITY OF BLACK DIAMOND
PERFORMANCE BOND**

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

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

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

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

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

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

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

A. Conditions.

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

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

B. Default.

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

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

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

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

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

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

DATED this _____ day of _____, 201____.

SURETY COMPANY
(Signature must be notarized)

DEVELOPER/OWNER
(Signature must be notarized)

By: _____
Its _____

By _____
Its _____

Print Name: _____

Print Name: _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

CITY OF BLACK DIAMOND

By: _____
Its: _____

Date: _____

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

APPROVED AS TO FORM:

Office of the City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE

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

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

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: _____

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

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

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: _____

(print or type name)

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

(For Surety Company)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: _____

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

**CITY OF BLACK DIAMOND
MAINTENANCE BOND**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED this ____ day of _____, 2016.

SURETY COMPANY
(Signature must be notarized)

OWNER
(Signature must be notarized)

By: _____
Its _____

By _____
Its _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

CITY OF BLACK DIAMOND

By: _____
Mayor

Date: _____

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

APPROVED AS TO FORM:

Office of the City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE

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

FORM P-1 / NOTARY BLOCK

(Use For Individual/Sole Proprietor Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

City of Black Diamond PO Box 599 Black Diamond, WA 98010									
Project: New Shop Fence and Gate Repairs Bid Opening: January 17, 2019		Bidder & Address		South Sound Fencing LLC 2661 N. Pearl St, PMB 368 Tacoma, WA 98407		Commercial Fence Corp. 14420 Des Moines Mem Dr Seatac, WA 98168		Fence Specialists LLC 10708 Golden Given Rd. E Tacoma, WA 98445	
Item	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
Base Bid									
1	PW Shop - 8' Chain Link Fence	LF	1000	*\$26.925	\$26,925.00	*\$27.552	\$27,552.00	*\$31.65265	\$31,652.65
2	PW Shop - 6' Chain Link Fence	LF	410	*\$28.29268	\$11,600.00	*\$29.82927	\$12,230.00	*\$20.64171	\$8,463.10
3	PW Shop - 24' x 8' Cantilever Gate (Manual)	EA	1	\$4,150.00	\$4,150.00	\$2,988.00	\$2,988.00	\$5,375.00	\$5,375.00
4	PW Shop - 20' x 8' Cantilever Gate (Manual)	EA	1	\$3,650.00	\$3,650.00	\$2,600.00	\$2,600.00	\$5,175.00	\$5,175.00
5	Sewer Lagoon - Replace Gate	LS	1	\$1,690.00	\$1,690.00	\$2,413.00	\$2,413.00	\$2,389.00	\$2,389.00
6	Swinging Bridge - Replace Walking Gate	LS	1	\$1,500.00	\$1,500.00	\$2,325.00	\$2,325.00	\$1,200.00	\$1,200.00
7	Swinging Bridge - Repair Handrail	LS	1	\$400.00	\$400.00	\$325.00	\$325.00	\$1,020.00	\$1,020.00
BASE BID SUBTOTAL					\$49,915.00		\$50,433.00		\$55,274.75
WSST (8.6%)					\$4,292.69		\$4,337.24		\$4,753.63
TOTAL BASE BID AMOUNT					\$54,207.69		\$54,770.24		\$60,028.38
Additive Alternate Upgrade									
A3	PW Shop - 24' x 8' Cantilever Gate (Upgrade to Automatic)	LS	1	\$7,230.00	\$7,230.00	\$16,700.00	\$16,700.00	\$16,970.85	\$16,970.85
A4	PW Shop - 20' x 8' Cantilever Gate (Upgrade to Automatic)	LS	1	\$7,230.00	\$7,230.00	\$16,700.00	\$16,700.00	\$16,970.85	\$16,970.85
ADDITIVE SUBTOTAL					\$14,460.00		\$33,400.00		\$33,941.70
WSST (8.6%)					\$1,243.56		\$2,872.40		\$2,918.99
TOTAL ADDITIVE AMOUNT					\$15,703.56		\$36,272.40		\$36,860.69
TOTAL AMOUNT BID - BASE BID + ADDITIVE					\$69,911.25		\$91,042.64		\$96,889.06

**Unit amounts reflected based off of total amount bid. Upon award, unit prices will need to be rounded up or down to the nearest cent
Bid ranking based on the base bid*

City of Black Diamond PO Box 599 Black Diamond, WA 98010									
Project: New Shop Fence and Gate Repairs Bid Opening: January 17, 2019		Bidder & Address		Cortez Fencing 8649 Dorothy St. NE Moses Lake, WA 98837		Northwind Fence Co. PO Box 756 Conway, WA 98238-0756		Quality Fence Builders PO Box 854 Auburn, WA 98371	
Item	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
Base Bid									
1	PW Shop - 8' Chain Link Fence	LF	1000	\$36.60	\$36,600.00	\$44.68	\$44,680.00	*\$56.555	\$56,555.00
2	PW Shop - 6' Chain Link Fence	LF	410	\$26.60000	\$10,906.00	*\$42.77805	\$17,539.00	*\$56.07317	\$22,990.00
3	PW Shop - 24' x 8' Cantilever Gate (Manual)	EA	1	\$4,350.00	\$4,350.00	\$11,250.00	\$11,250.00	\$6,212.00	\$6,212.00
4	PW Shop - 20' x 8' Cantilever Gate (Manual)	EA	1	\$3,950.00	\$3,950.00	\$9,750.00	\$9,750.00	\$5,886.00	\$5,886.00
5	Sewer Lagoon - Replace Gate	LS	1	\$2,250.00	\$2,250.00	\$3,200.00	\$3,200.00	\$2,735.00	\$2,735.00
6	Swinging Bridge - Replace Walking Gate	LS	1	\$950.00	\$950.00	\$2,750.00	\$2,750.00	\$8,600.00	\$8,600.00
7	Swinging Bridge - Repair Handrail	LS	1	\$1,150.00	\$1,150.00	\$975.00	\$975.00	\$600.00	\$600.00
BASE BID SUBTOTAL					\$60,156.00		\$90,144.00		\$103,578.00
WSST (8.6%)					\$5,173.42		\$7,752.38		\$8,907.71
TOTAL BASE BID AMOUNT					\$65,329.42		\$97,896.38		\$112,485.71
Additive Alternate Upgrade									
A3	PW Shop - 24' x 8' Cantilever Gate (Upgrade to Automatic)	LS	1	\$8,690.00	\$8,690.00	\$10,423.49	\$10,423.49	\$12,730.00	\$12,730.00
A4	PW Shop - 20' x 8' Cantilever Gate (Upgrade to Automatic)	LS	1	\$8,690.00	\$8,690.00	\$10,423.49	\$10,423.49	\$12,730.00	\$12,730.00
ADDITIVE SUBTOTAL					\$17,380.00		\$20,846.98		\$25,460.00
WSST (8.6%)					\$1,494.68		\$1,792.84		\$2,189.56
TOTAL ADDITIVE AMOUNT					\$18,874.68		\$22,639.82		\$27,649.56
TOTAL AMOUNT BID - BASE BID + ADDITIVE					\$84,204.10		\$120,536.20		\$140,135.27

**Unit amounts reflected based off of total amount bid. Upon award, unit prices will need to Bid ranking based on the base bid*