



CITY OF BLACK DIAMOND
August 15, 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:

Proclamation – Children’s Therapy Center Day – August 29, 2019

CONSENT AGENDA:

- 1) Claim Checks** –August 15, 2019 Check No. 47787 through 47850 (voided checks 47602, 47788-47803) and EFTs in the amount of \$ 455,836.24
- 2) Payroll** – July 30, 2019 – Check No. 19839 through 19843 and 19845 through 19855 and ACHs in the amount of \$371,115.99.
- 3) Minutes** –Council Meeting of August 1, 2019
- 4) AB19-039** – Resolution No. 19-1310 Amending the Adopted Planning Calendar for the 2020 Budget Process
Ms. Miller

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 360-851-4500. Thank you for attending.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

- 5) AB19-040** – Resolution No. 19-1311 Awarding Bid and Contract to Triangle Pumps & Equipment, Inc. Mr. Hanis
- 6) AB19-041** – Resolution No. 19-1312 Authorizing the Purchase of a New Public Works Truck Mr. Hanis
- 7) AB19-042** – Resolution No. 19-1313 Awarding Bid and Contract to Process Solutions, Inc. Mr. Hanis

DEPARTMENT REPORTS:

MAYOR’S REPORT:

COUNCIL REPORTS:

- Councilmember Oglesbee
- Councilmember Edelman
- Councilmember Stout
- Councilmember Wisnoski
 - Discussion on Levy Lid Lift process and next steps
 - Discussion on status of new Fire Truck purchase and next steps

- Discussion on clarifying language of BDMC 2.14.030 regarding City Attorney Contract approval and renewal

- Councilmember Deady

ATTORNEY REPORT:

PUBLIC COMMENTS:

EXECUTIVE SESSION:

ADJOURNMENT:

Office of the Mayor
Black Diamond, Washington



PROCLAMATION

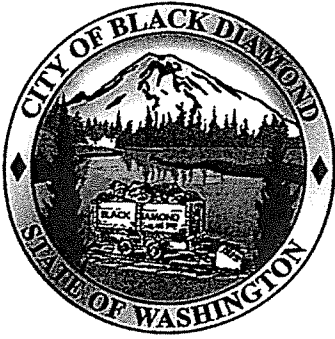
- WHEREAS,** on August 29, 1979, three visionary pediatric therapists came together to form Children's Therapy Center to serve children with special needs in the communities in which they lived; and
- WHEREAS,** what started as a small program based in the waiting room of a doctor's office has grown to become the most comprehensive nonprofit pediatric therapy center in Washington, serving over 3,000 children in south King and Pierce Counties every year; and
- WHEREAS,** the goal of Children's Therapy Center has always been to provide quality therapeutic services designed to empower children with special needs and their families. Founders Sue Hudson, Nancy Hylton and Gay Lloyd Pinder created a program of quality, individualized physical, occupational, and speech therapy, with a strong emphasis on parent involvement; and
- WHEREAS,** Children's Therapy Center seeks to help every child referred for services achieve maximum independence so they can experience the same opportunities and quality of life as other children. CTC's approach has always been family-focused, as it is ultimately through the efforts of parents and other caregivers that a child is able to reach their full potential; and
- WHEREAS,** Children's Therapy Center celebrate 40 years of gratefully serving the local community with support from our community.

NOW, THEREFORE, I, Carol Benson, Mayor of the city of Black Diamond, do hereby proclaim Thursday, August 29, 2019 as

CHILDREN'S THERAPY CENTER DAY

and encourage all residents to celebrate 40 years of outstanding service to and partnership with our community.

Carol Benson, Mayor



CERTIFICATION

Date: August 15th 2019 Council Meeting

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

EFT	July – July EFT Batch for 08/15 Council	07/01/2019 – 07/31/2019	\$ 16,873.41
47787	August – Early 2nd August Batch	08/05/2019	\$ 8,387.72
V47602	August – Aug Void Batch for 08/15 Council	08/16/2019	\$ -120.00
47788 – 47803	Aug – 2nd August Batch for 08/15 Council (Voided Checks)	08/16/2019	\$ 0.00
47804 – 47850	Aug – 2nd August Batch for 08/15 Council	08/16/2019	\$ 430,695.11
		TOTAL	\$ 455,836.24

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

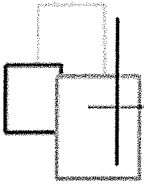
CAROL BENSON, MAYOR

8-8-2019
DATE

DATE

COUNCILMEMBERS

DATE



Register

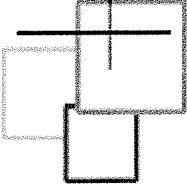
Fiscal: 2019

Deposit Period: 2019 - August, 2019 - July

Check Period: 2019 - August - Aug Void Batch for 08/15 Council, 2019 - August - 2nd August Batch for 08/15 Council, 2019 - August - Early 2nd August Batch, 2019 - July - July EFT Batch for 08/15 Council

Number	Name	Print Date	Amount
Check			
47787	CallTower, Inc.	8/5/2019	\$8,387.72
47788	ADT Security Services (PA)	8/16/2019	Void
47789	AHBL, Inc.	8/16/2019	Void
47790	Amazon Capital Services, Inc.	8/16/2019	Void
47791	Auburn Sports & Marine, Inc.	8/16/2019	Void
47792	BHC Consultants, LLC	8/16/2019	Void
47793	Black Diamond Auto Parts	8/16/2019	Void
47794	CHS/Cenex	8/16/2019	Void
47795	City of Black Diamond	8/16/2019	Void
47796	City of Issaquah	8/16/2019	Void
47797	Clair Kintanar	8/16/2019	Void
47798	Combs Testing Service	8/16/2019	Void
47799	Comcast	8/16/2019	Void
47800	Elaina Cote'	8/16/2019	Void
47801	Enumclaw School District	8/16/2019	Void
47802	Federal Eastern International	8/16/2019	Void
47803	Home Depot Credit Service	8/16/2019	Void
47804	ADT Security Services (PA)	8/16/2019	\$55.54
47805	AHBL, Inc.	8/16/2019	\$1,777.50
47806	Amazon Capital Services, Inc.	8/16/2019	\$41.26
47807	Auburn Sports & Marine, Inc.	8/16/2019	\$1,874.29
47808	BHC Consultants, LLC	8/16/2019	\$5,125.93
47809	Black Diamond Auto Parts	8/16/2019	\$5.42
47810	CHS/Cenex	8/16/2019	\$2,083.87
47811	City of Black Diamond	8/16/2019	\$2,031.49
47812	City of Issaquah	8/16/2019	\$1,649.00
47813	Clair Kintanar	8/16/2019	\$945.00
47814	Combs Testing Service	8/16/2019	\$434.40
47815	Comcast	8/16/2019	\$3.13
47816	Elaina Cote'	8/16/2019	\$52.87
47817	Enumclaw School District	8/16/2019	\$140,094.00
47818	Federal Eastern International	8/16/2019	\$99.11
47819	Home Depot Credit Service	8/16/2019	\$251.95
47820	Joann Sloss	8/16/2019	\$185.13
47821	Johnsons Home & Garden	8/16/2019	\$512.51

47822	Jon E. Buss	8/16/2019	\$255.00
47823	Kenyon Disend, PLLC	8/16/2019	\$21,003.79
47824	King County Finance	8/16/2019	\$11,536.00
47825	King County Finance - Wastewater Treat Div.	8/16/2019	\$52,854.78
47826	King County Prosecuting Attorney	8/16/2019	\$230.37
47827	King County Radio Comm Services	8/16/2019	\$1,609.45
47828	L.N. Curtis & Sons	8/16/2019	\$15.34
47829	Law Office of Krista White Swain	8/16/2019	\$3,346.55
47830	Law Office of Michael E. Harbeson	8/16/2019	\$750.00
47831	Law Offices of Susan Elizabeth Drummond, PLLC	8/16/2019	\$385.00
47832	LEIRA	8/16/2019	\$275.00
47833	O'Brien, Barton, & Hopkins, PLLP	8/16/2019	\$4,750.00
47834	Office Products Nationwide	8/16/2019	\$605.52
47835	Orkin Commercial Services	8/16/2019	\$127.03
47836	Parametrix, Inc.	8/16/2019	\$2,700.00
47837	Petty Cash Custodian	8/16/2019	\$133.08
47838	Regional Animal Services of King County	8/16/2019	\$45.00
47839	RH2 Engineering Inc.	8/16/2019	\$145,641.13
47840	Secure Pacific Corporation	8/16/2019	\$557.23
47841	Severson's Building Maintenance	8/16/2019	\$2,150.00
47842	Shred-It USA LLC	8/16/2019	\$191.59
47843	Tamie Deady	8/16/2019	\$319.00
47844	TRM Wood Products Co. Inc.	8/16/2019	\$1,161.02
47845	Utilities Underground Location Center	8/16/2019	\$211.56
47846	Van Hoof Construction	8/16/2019	\$1,000.00
47847	VenTek International	8/16/2019	\$90.00
47848	Washington State Treasurer	8/16/2019	\$15,970.07
47849	Washington Workwear Stores, Inc.	8/16/2019	\$146.60
47850	Williams Scotsman, Inc.	8/16/2019	\$5,412.60
EFT Payment 07/01/2019 5:10:17 PM - 1	U.S. Postal Service (Black Diamond)	7/1/2019	\$652.70
EFT Payment 07/05/2019 5:10:44 PM - 1	Invoice Cloud	7/5/2019	\$154.80
EFT Payment 07/10/2019 5:10:57 PM - 1	Merchant Card Services / Vantive Holding, LLC	7/10/2019	\$121.40
EFT Payment 07/11/2019 5:11:09 PM - 1	U.S. Postal Service (CMRS-FP)	7/11/2019	\$600.00
EFT Payment 07/15/2019 5:11:22 PM - 1	Columbia Bank	7/15/2019	\$773.62
EFT Payment 07/18/2019 5:11:35 PM - 1	Dept of Licensing-Firearms Online	7/18/2019	\$306.00
EFT Payment 07/19/2019 10:07:13 AM - 1	U.S. Postal Service (Black Diamond)	7/19/2019	\$0.84
EFT Payment 07/20/2019 5:11:50 PM - 1	US Bank Equipment Finance	7/20/2019	\$1,471.42
EFT Payment 07/23/2019 10:07:40 AM - 1	First Bankcard	7/23/2019	\$7,692.02
EFT Payment 07/24/2019 5:12:05 PM - 1	Washington State Department of Revenue	7/24/2019	\$4,735.25
EFT Payment 07/31/2019 5:14:31 PM - 1	U.S. Postal Service (Black Diamond)	7/31/2019	\$365.36
V47602	Alliance 2020. Inc	8/16/2019	(\$120.00)
	Total		\$455,836.24



Voucher Directory with Transaction Date

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Vold
		Account Number	Name	Title	Amount
Columbia Bank	EFT Payment 07/15/2019 5:11:22 PM - 1	063019 CB	6/30/2019	2019 - July - July EFT Batch for 08/15 Council	
			2nd Qtr 2019 Analysis Fees		
			001-000-120-512-50-49-11	Court- Bank Analysis Fees	\$79.87
			001-000-180-518-50-49-05	City- Bank Analysis Fees	\$277.50
			101-000-000-542-30-49-50	Credit Card/Bank Charges	\$69.38
			401-000-000-534-80-49-50	Bank Analysis Fees/Merch CC/ Lien Fees	\$138.75
			407-000-000-535-80-49-50	Bank Analysis Fees/Merch CC/ Lien Fees	\$138.75
			410-000-000-531-10-49-50	Bank Analysis Fees/Merch CC/ Lien Fees	\$69.37
			Total 063019 CB		\$773.62
	Total EFT Payment 07/15/2019 5:11:22 PM - 1				\$773.62
Total Columbia Bank					
Dept of Licensing-Firearms Online	EFT Payment 07/18/2019 5:11:35 PM - 1	071819 DLFO	7/18/2019	2019 - July - July EFT Batch for 08/15 Council	
			CPLs		
			633-000-000-589-90-00-11	DOL- Firearms EFT Payments	\$306.00
			Concealed Pistol License		
Total 071819 DLFO					
Total EFT Payment 07/18/2019 5:11:35 PM - 1					
Total Dept of Licensing-Firearms Online					
First Bankcard	EFT Payment 07/23/2019 10:07:40 AM - 1	Benson 5176 071719	8/8/2019	2019 - July - July EFT Batch for 08/15 Council	
			001-000-110-511-60-43-00	Lodging, Meals and Mileage	\$316.33
			Lodging: AWC Annual Conf. Edelman		
			001-000-110-511-60-43-00	Lodging, Meals and Mileage	\$33.10
			Meal: AWC Annual Conf. Edelman		
			001-000-110-511-60-43-00	Lodging, Meals and Mileage	\$565.47
			Lodging: AWC Annual Conf. Dedy		

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
	001-000-110-511-60-43-00		Lodging, Meals and Mileage		\$20.02
	Meal: AWC Annual Conf. Edelman				
	001-000-130-513-10-43-00		Lodging, Meals & Mileage		\$11.04
	Meal: AWC Annual Conf. Benson				
	001-000-130-513-10-43-00		Lodging, Meals & Mileage		\$316.34
	Lodging: AWC Annual Conf. Benson				
	001-000-130-513-10-43-00		Lodging, Meals & Mileage		\$20.03
	Meal: AWC Annual Conf. Benson				
	Total Benson 5176 071719				\$1,282.33
	EFT Payment 07/23/2019 10:07:40				
	AM - 1				
	Chatterson 4096 071719	8/8/2019	2019 - July - July EFT Batch for 08/15 Council		
	001-000-210-521-10-31-00		PD-Operating Supplies		\$213.45
	001-000-210-521-10-31-00		PD-Operating Supplies		\$709.08
	Total Chatterson 4096 071719				\$922.53
	EFT Payment 07/23/2019 10:07:40				
	AM - 1				
	Colagiovanni 8699 071719	8/8/2019	2019 - July - July EFT Batch for 08/15 Council		
	001-000-210-521-10-49-01		PD-Training		(\$25.00)
	Training Class Deposit				
	001-000-214-521-20-48-04		NetMotion Maintenance Mobile Units		\$60.00
	Monthly 2 Factor				
	Total Colagiovanni 8699 071719				\$35.00
	EFT Payment 07/23/2019 10:07:40				
	AM - 1				
	Esping 9037 071719	8/8/2019	2019 - July - July EFT Batch for 08/15 Council		
	001-000-181-518-30-35-00		Small Tools & Equipment		\$31.58
	Safety Glasses				
	001-000-181-518-30-48-00		Facility-Vehicle Mtc. & Repair		\$10.00
	Car Wash: Facilities				
	001-000-270-576-80-31-03		Parks Operating Supplies		\$6.00
	Toll				
	001-000-270-576-80-31-03		Parks Operating Supplies		\$800.73
	Garbage Cans				
	101-000-000-544-90-31-00		PW Clearing Acct-Supplies		\$15.99
	Camera Charger				
	101-000-000-544-90-31-00		PW Clearing Acct-Supplies		\$15.18
	Office Supplies				
	101-000-000-544-90-31-00		PW Clearing Acct-Supplies		\$81.68
	Office Supplies				
	101-000-000-544-90-31-00		PW Clearing Acct-Supplies		\$1.38
	Camera Charger: Tax				

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
		101-000-000-544-90-49-00	PW Clearing-Shared Training- Clearing Acct	\$40.20
		101-000-000-544-90-49-00	Training: Food	
		101-000-000-544-90-49-00	PW Clearing-Shared Training- Clearing Acct	\$101.62
		310-000-002-594-18-62-03	Training: Food	
		310-000-002-594-18-62-03	Gen Govt Campus Improvements	\$141.47
			Court Remodel	
	Total Esping 9037 071719			\$1,245.83
	EFT Payment 07/23/2019 10:07:40			
	AM - 1			
	Henrich 2417 071719	8/8/2019	2019 - July - July EFT Batch for 08/15 Council	
		001-000-210-521-10-31-00	PD-Operating Supplies	\$317.50
		001-000-214-521-20-42-03	Medical Supplies	
		001-000-214-521-20-42-03	Police Postage	\$66.00
		001-000-214-521-20-42-03	Evidence Shipping	
		001-000-214-521-20-42-03	Police Postage	\$15.39
			Evidence Shipping	
	Total Henrich 2417 071719			\$398.89
	EFT Payment 07/23/2019 10:07:40			
	AM - 1			
	Hershaw 1210 071719	8/8/2019	2019 - July - July EFT Batch for 08/15 Council	
		001-000-210-521-10-43-00	PD-Lodging, Meals & Mileage	\$15.68
		001-000-210-521-10-43-00	Meals: FTO Academy	
		001-000-210-521-10-43-00	PD-Lodging, Meals & Mileage	\$11.98
		001-000-210-521-10-43-00	Meals: FTO Academy	
		001-000-210-521-10-43-00	PD-Lodging, Meals & Mileage	\$14.19
		001-000-210-521-10-43-00	Meals: FTO Academy	
		001-000-210-521-10-43-00	PD-Lodging, Meals & Mileage	\$15.32
		001-000-210-521-10-43-00	Meals: FTO Academy	
	Total Hershaw 1210 071719			\$57.17
	EFT Payment 07/23/2019 10:07:40			
	AM - 1			
	Kiblinger 7383 071719	8/8/2019	2019 - July - July EFT Batch for 08/15 Council	
		001-000-120-512-50-41-03	Court-Misc Costs	\$40.00
		001-000-137-514-21-49-00	Background Check	
		001-000-137-514-21-49-00	Miscellaneous	\$40.00
		001-000-210-521-10-49-00	Background Check	
		001-000-210-521-10-49-00	PD-Miscellaneous	\$40.00
		001-000-210-521-10-49-01	Background Check	
		001-000-210-521-10-49-01	PD-Training	\$200.00
		001-000-210-521-10-49-01	Training: Sloss	
		001-000-210-521-10-49-01	PD-Training	\$323.13
		001-000-210-521-10-49-01	Training: Sloss	

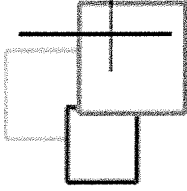
Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
		001-000-246-558-70-49-00	Miscellaneous	\$26.04
		Working Lunch: SEPA		
		001-000-246-558-70-49-00	Miscellaneous	\$46.61
		Working Lunch: Water Modeling		
		001-000-246-558-70-49-02	Memberships	\$30.00
		Notary Commission Renewal		
	Total Redd 5176 071719			\$139.09
	EFT Payment 07/23/2019 10:07:40			
	AM - 1	8/8/2019	2019 - July - July EFT Batch for 08/15 Council	
	Reed 3197 071719			
		001-000-240-558-51-31-00	Office & Operating Supplies	\$68.07
		4 CD Furnace Filters		
		001-000-240-558-51-42-02	CD-annual GIS License & Mtc.	\$216.11
		Annual Subscription		
		001-000-240-558-51-42-02	CD-annual GIS License & Mtc.	\$1,405.28
		Annual License		
		001-000-246-558-70-49-00	Miscellaneous	\$68.07
		4 MDRT Furnace Filters		
		101-000-000-544-90-31-00	PW Clearing Acct-Supplies	\$68.07
		4 PW Furnace Filters		
	Total Reed 3197 071719			\$1,825.60
	EFT Payment 07/23/2019 10:07:40			
	AM - 1	8/8/2019	2019 - July - July EFT Batch for 08/15 Council	
	Sharif 3221 071719			
		001-000-210-521-10-48-01	PD-Vehicle/Eq. Mtc. & Repair	\$160.70
		Windshield Replacement		
	Total Sharif 3221 071719			\$160.70
	EFT Payment 07/23/2019 10:07:40			
	AM - 1	8/8/2019	2019 - July - July EFT Batch for 08/15 Council	
	Stavano 7166 071719			
		101-000-000-544-90-48-02	PW Clearing- Shared Veh/Equip Maint	\$4.45
		101-000-000-544-90-48-02	PW Clearing- Shared Veh/Equip Maint	\$80.26
	Total Stavano 7166 071719			\$84.71
	EFT Payment 07/23/2019 10:07:40			
	AM - 1	8/8/2019	2019 - July - July EFT Batch for 08/15 Council	
	Thornquist 2432 071719			
		001-000-137-514-21-49-05	Notary Bond	\$85.00
		Bond		
		001-000-180-518-50-32-01	Fuel-Central Services	\$30.00
		City Car		
	Total Thornquist 2432 071719			\$115.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number	Name	Title	Amount
	EFT Payment 07/23/2019 10:07:40 AM - 1		2019 - July - July EFT Batch for 08/15 Council		
	Williamson 7508 071719	8/8/2019			
		001-000-246-558-70-49-00	Miscellaneous		\$33.00
		Working Lunch			
	Total Williamson 7508 071719				\$33.00
	Total EFT Payment 07/23/2019 10:07:40 AM - 1				\$7,692.02
	Total First Bankcard				\$7,692.02
	Invoice Cloud				
	EFT Payment 07/05/2019 5:10:44 PM - 1		2019 - July - July EFT Batch for 08/15 Council		
	774-2019_6	6/30/2019			
	Jun 2019 Charges				
		001-000-210-521-10-49-04	PD-Bank Analysis Fees/Merch CC Fees		\$25.00
		001-000-240-558-51-49-05	Bank Analysis Fees/Merch CC Fees		\$25.00
		401-000-000-534-80-49-50	Bank Analysis Fees/Merch CC/ Lien Fees		\$48.21
		407-000-000-535-80-49-50	Bank Analysis Fees/Merch CC/ Lien Fees		\$48.21
		410-000-000-531-10-49-50	Bank Analysis Fees/Merch CC/ Lien Fees		\$8.38
		Storm Online Portal & Misc			
	Total 774-2019_6				\$154.80
	Total EFT Payment 07/05/2019 5:10:44 PM - 1				\$154.80
	Total Invoice Cloud				\$154.80
	Merchant Card Services / Vantive Holding, LLC				
	EFT Payment 07/10/2019 5:10:57 PM - 1		2019 - July - July EFT Batch for 08/15 Council		
	070619MCS	7/6/2019			
	Jun 2019 Services				
		001-000-270-576-80-49-01	Bank Analysis Fees/Merch CC Fees		\$121.40
		Lake Sawyer Pay Station			
	Total 070619MCS				\$121.40
	Total EFT Payment 07/10/2019 5:10:57 PM - 1				\$121.40
	Total Merchant Card Services / Vantive Holding, LLC				\$121.40

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number	Name	Title	Amount
U.S. Postal Service (Black Diamond)					
	EFT Payment 07/01/2019 5:10:17 PM - 1		6/28/2019	2019 - July - July EFT Batch for 08/15 Council	
	070119 USPS BD A				
	Jun 2019 UB & Newsletter Bulk Postage				
	401-000-000-534-80-42-01			Postage	\$165.13
	407-000-000-535-80-42-01			Postage	\$165.13
	410-000-000-531-10-42-01			Postage	\$28.72
	Total 070119 USPS BD A				\$358.98
	EFT Payment 07/01/2019 5:10:17 PM - 1		6/28/2019	2019 - July - July EFT Batch for 08/15 Council	
	070119 USPS BD B				
	Stormwater Only Newsletter Bulk Postage				
	410-000-000-531-10-42-01			Postage	\$293.72
	Total 070119 USPS BD B				\$293.72
	Total EFT Payment 07/01/2019 5:10:17 PM - 1				\$652.70
	EFT Payment 07/19/2019 10:07:13 AM - 1		7/19/2019	2019 - July - July EFT Batch for 08/15 Council	
	071919 USPS BD				
	EPS Account Setup				
	401-000-000-534-80-42-01			Postage	\$0.24
	401-000-000-534-80-42-01			Postage	\$0.60
	Total 071919 USPS BD				\$0.84
	Total EFT Payment 07/19/2019 10:07:13 AM - 1				\$0.84
	EFT Payment 07/31/2019 5:14:31 PM - 1		7/30/2019	2019 - July - July EFT Batch for 08/15 Council	
	073019 USPS BD				
	Jul 2019 UB Bulk Postage				
	401-000-000-534-80-42-01			Postage	\$168.07
	407-000-000-535-80-42-01			Postage	\$168.07
	410-000-000-531-10-42-01			Postage	\$29.22
	Total 073019 USPS BD				\$365.36
	Total EFT Payment 07/31/2019 5:14:31 PM - 1				\$365.36
	Total U.S. Postal Service (Black Diamond)				\$1,018.90

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
U.S. Postal Service (CMRS-FP)	EFT Payment 07/11/2019 5:11:09 PM - 1	7/18/2019	2019 - July - July EFT Batch for 08/15 Council	
	TDC#500015117-237			
	Postage Machine Refill		Postage	
	001-000-180-518-50-42-00			\$600.00
	Total TDC#500015117-237			\$600.00
	Total EFT Payment 07/11/2019 5:11:09 PM - 1			\$600.00
	Total U.S. Postal Service (CMRS-FP)			\$600.00
	US Bank Equipment Finance			
	EFT Payment 07/20/2019 5:11:50 PM - 1	6/4/2019	2019 - July - July EFT Batch for 08/15 Council	
	386769582			
	06/20-07/20 Copier Rental			
	001-000-210-521-10-45-00		PD-Payments - US Bank/Copier	\$193.03
	Pool 2 - PD			
	001-000-248-518-20-45-03		MDRT-Copier Costs	\$193.03
	Pool 2 - MDRT			
	001-000-254-518-20-45-04		Facilities Copier Maint Lease	\$960.82
	Pool 1 - CH			
	001-000-254-518-20-45-04		Facilities Copier Maint Lease	\$115.85
	Sales & Use Tax			
	001-000-254-518-20-45-04		Facilities Copier Maint Lease	\$8.00
	Supply Freight			
	001-000-254-518-20-45-04		Facilities Copier Maint Lease	\$0.69
	Sales & Use Tax			
	Total 386769582			\$1,471.42
	Total EFT Payment 07/20/2019 5:11:50 PM - 1			\$1,471.42
	Total US Bank Equipment Finance			\$1,471.42
	Washington State Department of Revenue			
	EFT Payment 07/24/2019 5:12:05 PM - 1	7/24/2019	2019 - July - July EFT Batch for 08/15 Council	
	063019 DOR			
	Jun 2019 Excise Tax			
	401-000-000-534-80-44-01		State of WA Utility Excise Tax	\$211.98
	B&O Tax: Water			
	401-000-000-534-80-44-01		State of WA Utility Excise Tax	\$3,420.89
	Utility Tax: Water			
	407-000-000-535-80-44-01		State of WA Excise Tax	(\$2,053.43)
	Utility Tax: Sewer(KC Credit)			

Voucher Directory with Transaction Date

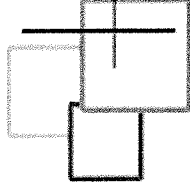


Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Amount
		Account Number	Name	Title	
CallTower, Inc.	47787	200127413	12/26/2018	2019 - August - Early 2nd August Batch	
		Total 200127413	001-000-181-518-30-42-00	Telephone	\$152.12
	47787	200134931	1/26/2019	2019 - August - Early 2nd August Batch	
		Total 200134931	001-000-181-518-30-42-00	Telephone	\$152.12
	47787	200142389	2/26/2019	2019 - August - Early 2nd August Batch	
		Total 200142389	001-000-181-518-30-42-00	Telephone	\$68.88
	47787	200149852	3/26/2019	2019 - August - Early 2nd August Batch	
		Total 200149852	001-000-181-518-30-42-00	Telephone	\$68.88
	47787	200216596	4/26/2019	2019 - August - Early 2nd August Batch	
		Total 200216596	001-000-181-518-30-42-00	Telephone	\$69.92
	47787	200239636	5/26/2019	2019 - August - Early 2nd August Batch	
		Total 200239636	001-000-181-518-30-42-00	Telephone	\$119.70
	47787	200259716	6/26/2019	2019 - August - Early 2nd August Batch	
		Total 200259716	001-000-181-518-30-42-00	Telephone	\$119.70
	47787	200259716	6/26/2019	2019 - August - Early 2nd August Batch	
		Total 200259716	001-000-181-518-30-42-00	Telephone	\$2,753.18
	47787	200259716	6/26/2019	2019 - August - Early 2nd August Batch	
		Total 200259716	001-000-181-518-30-42-00	Telephone	\$2,753.18
	47787	200259716	6/26/2019	2019 - August - Early 2nd August Batch	
		Total 200259716	001-000-181-518-30-42-00	Telephone	\$1,803.66
	47787	200259716	6/26/2019	2019 - August - Early 2nd August Batch	
		Total 200259716	001-000-181-518-30-42-00	Telephone	\$1,803.66
	47787	200259716	6/26/2019	2019 - August - Early 2nd August Batch	
		Total 200259716	001-000-181-518-30-42-00	Telephone	\$1,800.06
	47787	200259716	6/26/2019	2019 - August - Early 2nd August Batch	
		Total 200259716	001-000-181-518-30-42-00	Telephone	\$1,800.06

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

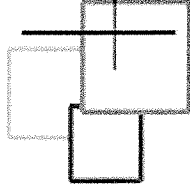
47787	200279871	7/26/2019	2019 - August - Early 2nd August Batch		
		001-000-181-518-30-42-00	Telephone		\$1,620.20
	Total 200279871				\$1,620.20
Total 47787					\$8,387.72
Total CallTower, Inc.					\$8,387.72
	Vendor Count	1	Grand Total		\$8,387.72

Voucher Directory with Transaction Date



Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number	Name	Title	Amount
Alliance 2020. Inc	V47602	V569596	5/31/2019	2019 - August - Aug Void Batch for 08/15 Council	
		Paid With CC			
		001-000-137-514-21-49-00	Miscellaneous		(\$40.00)
		001-000-240-558-51-49-02	Miscellaneous		(\$40.00)
		101-000-000-544-90-49-02	PW Clearing-Shared Other costs		(\$40.00)
		Total V569596			(\$120.00)
		Total V47602			(\$120.00)
Total Alliance 2020. Inc				Grand Total	(\$120.00)
		Vendor Count	1		

Voucher Directory with Transaction Date



Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name Title	Vold Amount
ADT Security Services (PA)					
47804	707981335		7/25/2019	2019 - August - 2nd August Batch for 08/15 Council	
		08/12 - 09/11 Services			
		001-000-270-576-80-49-02		Security	\$2.22
		001-000-280-536-20-49-02		Security	\$1.11
		101-000-000-543-50-49-03		Security	\$12.22
		401-000-000-534-80-49-07		Security	\$13.33
		407-000-000-535-80-49-05		Security	\$13.33
		410-000-000-531-10-49-04		Security	\$55.54
		Total 707981335			\$55.54
Total 47804					
Total ADT Security Services (PA)					
AHBL, Inc.					
47805	114163		6/30/2019	2019 - August - 2nd August Batch for 08/15 Council	
		BD 05/26-06/25 Services			
		001-000-240-558-60-41-08		Prof Svs-Shoreline Mstr Prg	\$1,777.50
		Total 114163			\$1,777.50
Total 47805					\$1,777.50
Total AHBL, Inc.					
Amazon Capital Services, Inc.					
47806	1G6X-7J7Q-GG4F		7/24/2019	2019 - August - 2nd August Batch for 08/15 Council	
		IT			
		310-000-011-594-18-64-00		General Government Technology	\$41.26
		Total 1G6X-7J7Q-GG4F			\$41.26
Total 47806					\$41.26
Total Amazon Capital Services, Inc.					

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
Auburn Sports & Marine, Inc.					
47807	636338		7/17/2019	2019 - August - 2nd August Batch for 08/15 Council	
		Parts and Labor			
		001-000-215-521-10-48-00		Repairs and Maintenance VRF	\$543.31
	Total 636338				\$543.31
47807	636339		7/17/2019	2019 - August - 2nd August Batch for 08/15 Council	
		Parts and Labor			
		001-000-215-521-10-48-00		Repairs and Maintenance VRF	\$64.89
	Total 636339				\$64.89
47807	636878		7/23/2019	2019 - August - 2nd August Batch for 08/15 Council	
		Parts and Labor			
		001-000-215-521-10-48-00		Repairs and Maintenance VRF	\$1,266.09
	Total 636878				\$1,266.09
Total 47807					\$1,874.29
Total Auburn Sports & Marine, Inc.					
BHC Consultants, LLC					
47808	0011234		7/26/2019	2019 - August - 2nd August Batch for 08/15 Council	
		BD Services 6/22/ - 7/19			
		001-000-240-558-51-41-03		Prof Svs-Inspection Svs	\$2,290.93
		Bld Inspection Services			
	Total 0011234				\$2,290.93
47808	0011238		7/26/2019	2019 - August - 2nd August Batch for 08/15 Council	
		BD Services 06/22 - 07/19			
		001-000-240-558-60-41-01		Prof Serv- Long Range Planning	\$2,835.00
		Critical Area Update			
	Total 0011238				\$2,835.00
Total 47808					\$5,125.93
Total BHC Consultants, LLC					

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number	Name	Title	Amount
Black Diamond Auto Parts					
47809	440035	7/24/2019	2019 - August - 2nd August Batch for 08/15 Council		
		101-000-000-544-90-31-00	PW Clearing Acct-Supplies		\$5.42
	Total 440035				\$5.42
Total Black Diamond Auto Parts					
CHS/Cenex					
47810	124244 073119	7/31/2019	2019 - August - 2nd August Batch for 08/15 Council		
		July 2019 City Fuel			
		001-000-180-518-50-32-01	Fuel-Central Services		\$19.01
		001-000-181-518-30-32-00	Fuel		\$237.08
		001-000-215-521-10-32-00	Marine Fuel VRF		\$251.79
		001-000-240-558-51-32-00	Fuel		\$44.58
		001-000-246-558-70-32-00	Fuel		\$307.15
		001-000-270-576-80-32-00	Fuel		\$48.97
		001-000-280-536-20-32-00	Fuel		\$24.49
		101-000-000-543-50-32-00	Fuel		\$269.34
		401-000-000-534-80-32-00	Fuel		\$293.82
		407-000-000-535-80-32-00	Fuel		\$293.82
		410-000-000-531-10-32-00	Fuel		\$293.82
	Total 124244 073119				\$2,083.87
	Total 47810				\$2,083.87
Total CHS/Cenex					
City of Black Diamond					
47811	072919 COBD	7/29/2019	2019 - August - 2nd August Batch for 08/15 Council		
		July 2019			
		001-000-212-521-50-47-01	Water		\$207.87
		2470.0 Police Water			
		001-000-212-521-50-47-02	Sewer		\$363.49
		2470.0 Police Sewer			
		001-000-212-521-50-47-03	Stormwater		\$95.00
		2470.0 Police Storm			
		001-000-248-518-20-47-01	MDRT BD Wtr, Swr, Storm		\$51.18
		2498.0 City Hall-MDRT (40%)			

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
	001-000-254-518-20-47-00	2498.0 City Hall (60%)	Facilities-Utilities	\$76.77
	001-000-270-575-30-47-01	2070.0 Museum-Water/Sewer	Museum Water/Sewer/Storm	\$223.85
	001-000-270-575-30-47-01	1399.5 Museum-Storm	Museum Water/Sewer/Storm	\$38.00
	001-000-270-575-51-47-01	1399.1 Gym-Stormwater	Gym-Stormwater	\$38.00
	001-000-270-575-51-47-02	1399.0 Gym-Sewer	Gym-Sewer	\$67.11
	001-000-270-575-51-47-03	1399.0 Gym-Water	Gym-Water	\$49.97
	001-000-270-576-80-47-01	1582.0 Eagle Creek-Water	Water	\$35.77
	001-000-270-576-80-47-01	2306.0 Coal Car-Water	Water	\$35.63
	001-000-270-576-80-47-01	1045.0 PW Shops-Water	Water	\$3.25
	001-000-270-576-80-47-02	1045.0 PW Shops-Sewer	Sewer	\$5.36
	001-000-270-576-80-47-03	1045.0 PW Shops-Storm	Stormwater	\$13.68
	001-000-270-576-80-47-03	1399.2 Boat Launch-Storm	Stormwater	\$114.00
	001-000-280-536-20-47-01	1457.0 Cemetery-Water	Water	\$35.80
	001-000-280-536-20-47-01	1045.0 PW Shops-Water	Water	\$0.81
	001-000-280-536-20-47-02	1045.0 PW Shops-Sewer	Sewer	\$1.34
	001-000-280-536-20-47-03	1045.0 PW Shops-Storm	Stormwater	\$3.42
	001-000-530-522-10-47-01	2200.0 Fire Dept-Water	Water	\$36.43
	001-000-530-522-10-47-02	2200.0 Fire Dept-Sewer	Sewer	\$67.11
	001-000-530-522-10-47-03	1399.4 Fire Dept.-Storm	Stormwater	\$47.50
	101-000-000-543-50-47-01	1045.0 PW Shops-Water	Water	\$6.09
	101-000-000-543-50-47-01	2983.0 Railroad Ave Irrig.	Water	\$55.33

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
		101-000-000-543-50-47-02	Sewer	\$10.07
		1045.0 PW Shops-Sewer		
		101-000-000-543-50-47-03	Stormwater	\$25.65
		1045.0 PW Shops-Storm		
		401-000-000-534-80-47-01	Water	\$10.14
		1045.0 PW Shops-Water		
		401-000-000-534-80-47-02	Sewer	\$16.78
		1045.0 PW Shops-Sewer		
		401-000-000-534-80-47-03	Stormwater	\$42.75
		1045.0 PW Shops-Storm		
		407-000-000-535-80-47-01	Water	\$10.14
		1045.0 PW Shops-Water		
		407-000-000-535-80-47-02	Sewer	\$16.78
		1045.0 PW Shops-Sewer		
		407-000-000-535-80-47-03	Stormwater	\$42.75
		1045.0 PW Shops-Storm		
		407-000-000-535-80-47-03	Stormwater	\$114.00
		1399.3 Sewer Lagoon-Storm		
		410-000-000-531-10-47-01	Water	\$10.14
		1045.0 PW Shops-Water		
		410-000-000-531-10-47-02	Sewer	\$16.78
		1045.0 PW Shops-Sewer		
		410-000-000-531-10-47-03	Stormwater	\$42.75
		1045.0 PW Shops-Storm		
		Total 072919 COBD		
		Total 47811		\$2,031.49
		Total City of Black Diamond		\$2,031.49
		City of Issaquah		\$2,031.49
	47812	7/23/2019	2019 - August - 2nd August Batch for 08/15 Council	
	19000608	Jun 2019 Service		
		001-000-211-523-60-49-00	Jail Costs	\$1,649.00
		17 days		
		Total 19000608		\$1,649.00
		Total 47812		\$1,649.00
		Total City of Issaquah		\$1,649.00

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

Clair Kintanar

47813	071019 CK	7/10/2019	2019 - August - 2nd August Batch for 08/15 Council		
		July 2019 Services			
		001-000-120-512-50-41-02	Protem Judge		\$465.00
		7.75 hours			
	Total 071019 CK				\$465.00
47813	072919 CK	7/29/2019	2019 - August - 2nd August Batch for 08/15 Council		
		June 2019 Services			
		001-000-120-512-50-41-02	Protem Judge		\$480.00
		8 hours			
	Total 072919 CK				\$480.00
Total 47813					\$945.00
Total Clair Kintanar					\$945.00

Combs Testing Service

47814	422 CTS	7/14/2019	2019 - August - 2nd August Batch for 08/15 Council		
		Backflow Testing			
		401-000-000-534-80-41-10	Professional Services		\$434.40
	Total 422 CTS				\$434.40
Total 47814					\$434.40
Total Combs Testing Service					\$434.40

Comcast

47815	071019 0106172	7/10/2019	2019 - August - 2nd August Batch for 08/15 Council		
		07/17 - 08/16 Service			
		001-000-214-521-20-42-00	Police Tele/web/DSL/Air Cards		\$3.13
		Police Cable TV Act 8498 34 014 0106172			
	Total 071019 0106172				\$3.13
Total 47815					\$3.13
Total Comcast					\$3.13

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number		Name Title	
Elaina Cote'	47816	073119 EC	7/17/2019	2019 - August - 2nd August Batch for 08/15 Council	
				Training Reimbursement	
				001-000-210-521-10-43-00	
				Access II Training - Lacy, WA	
				PD-Lodging, Meals & Mileage	\$52.87
Total Elaina Cote'	Total 47816	Total 073119 EC			\$52.87
Enumclaw School District	47817	073119 ESD	7/31/2019	2019 - August - 2nd August Batch for 08/15 Council	
				July 2019 Mitigation Fees	
				637-000-000-589-30-00-00	
				18 fees	
				School Mitigation Fee disbursement	\$140,094.00
Total Enumclaw School District	Total 47817	Total 073119 ESD			\$140,094.00
Federal Eastern International	47818	510807	7/25/2019	2019 - August - 2nd August Batch for 08/15 Council	
				ASR Plate Carrier	
				001-000-210-521-10-31-04	
				PD-Uniforms	\$99.11
Total Federal Eastern International	Total 47818	Total 510807			\$99.11
Home Depot Credit Service	47819	2011591	5/21/2019	2019 - August - 2nd August Batch for 08/15 Council	
				Court Remodel	
				310-000-002-594-18-62-03	
				Gen Govt Campus Improvements	\$105.33
Total Home Depot Credit Service	Total 47819	Total 2011591			\$105.33

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
47819	2580258		7/30/2019	2019 - August - 2nd August Batch for 08/15 Council	
		Gym Bld Maint			
		001-000-270-575-51-48-00		Gym Facility Repair & Maintenance	\$40.69
	Total 2580258				\$40.69
	65175		5/23/2019	2019 - August - 2nd August Batch for 08/15 Council	
47819		Court Remodel			
		310-000-002-594-18-62-03		Gen Govt Campus Improvements	\$32.55
	Total 65175				\$32.55
47819	8580921		6/14/2019	2019 - August - 2nd August Batch for 08/15 Council	
		Court Remodel			
		310-000-002-594-18-62-03		Gen Govt Campus Improvements	\$73.38
Total 47819	Total 8580921				\$73.38
	Total Home Depot Credit Service				\$251.95
	Joann Sloss				\$251.95
47820	073119 JS		7/17/2019	2019 - August - 2nd August Batch for 08/15 Council	
		July 2019 Training Reimbursement			
		001-000-210-521-10-43-00		PD-Lodging, Meals & Mileage	\$98.16
		PDR Traomomg - Lacey, WA			
		001-000-210-521-10-43-00		PD-Lodging, Meals & Mileage	\$86.97
Total 47820	Total 073119 JS				\$185.13
	Total Joann Sloss				\$185.13
	Johnsons Home & Garden				\$185.13
47821	438200		7/17/2019	2019 - August - 2nd August Batch for 08/15 Council	
		001-000-270-576-80-48-02		Parks Maintenance Repairs	\$258.50
	Total 438200				\$258.50

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
Total Johnsons Home & Garden Jon E. Buss	47821	438361	7/23/2019	2019 - August - 2nd August Batch for 08/15 Council	
			001-000-270-576-80-31-10	Community Event Supplies	\$50.53
		Total 438361	001-000-280-536-20-31-02	Cemetery Operating Supplies	\$50.25
					\$100.78
	47821	438477	7/26/2019	2019 - August - 2nd August Batch for 08/15 Council	
			410-000-000-531-10-31-01	Stormwater Operating Supplies	\$141.29
		Total 438477			\$141.29
	47821	438478	7/26/2019	2019 - August - 2nd August Batch for 08/15 Council	
			401-000-000-534-80-31-01	Water Operating Supplies	\$11.94
		Total 438478			\$11.94
Total Jon E. Buss					\$512.51
					\$512.51
					\$512.51
					\$512.51
Total Kenyon Disend, PLLC	47822	19-0005	8/3/2019	2019 - August - 2nd August Batch for 08/15 Council	
			Columbia Bank Security 08/03/2019		
			001-000-210-521-10-49-08	PD-Prof Svs-Oth Agency O/T	\$255.00
			3 hrs		\$255.00
Total Jon E. Buss		Total 19-0005			\$255.00
					\$255.00
					\$255.00
					\$255.00
Total Kenyon Disend, PLLC	47823	189079	7/31/2019	2019 - August - 2nd August Batch for 08/15 Council	
			Capital Projects		
			320-000-020-595-50-63-01	Roberts Dr Rehab-Bridge Const	\$60.00
			402-000-000-594-34-63-11	WSFFA-Partner-Legal Costs	\$1,259.65
Total Jon E. Buss		Total 189079			\$1,319.65
					\$1,319.65

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number	Name	Title	Amount
47823	189080	7/31/2019	2019 - August - 2nd August Batch for 08/15 Council		
		PDR Requests			
	Total 189080	001-000-150-515-41-41-17	Legal Costs-Public Disc/Oth		\$866.00
47823	189081	7/31/2019	2019 - August - 2nd August Batch for 08/15 Council		\$866.00
		General Services			
		001-000-150-515-41-41-01	Legal Services-General Govt		\$2,720.01
		101-000-000-543-30-41-05	Legal Costs		\$604.44
		401-000-000-534-80-41-04	Legal Svcs		\$906.66
		407-000-000-535-80-41-09	Legal Costs		\$906.66
		410-000-000-531-10-41-01	Legal Costs		\$906.66
	Total 189081				\$6,044.43
47823	189082	7/31/2019	2019 - August - 2nd August Batch for 08/15 Council		
		MDRT			
		001-000-257-558-70-41-00	MDRT Legal Services		\$1,625.10
47823	Total 189082				\$1,625.10
47823	189083	7/31/2019	2019 - August - 2nd August Batch for 08/15 Council		
		Code Enforcement			
		001-000-150-515-41-41-36	Legal Svcs-Code Enforcement		\$43.00
47823	Total 189083				\$43.00
47823	189085	7/31/2019	2019 - August - 2nd August Batch for 08/15 Council		
		Village at Ten Trails Review			
		001-000-150-515-41-41-37	Legal Svcs Vill at 10 trails appeals		\$600.00
47823	Total 189085				\$600.00
47823	189086	7/31/2019	2019 - August - 2nd August Batch for 08/15 Council		
		Village at Ten Trails Appeal			
		001-000-150-515-41-41-37	Legal Svcs Vill at 10 trails appeals		\$6,027.30
47823	Total 189086				\$6,027.30

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
47823	189087		7/31/2019	2019 - August - 2nd August Batch for 08/15 Council	
		Comp Plan Appeal			
		001-000-150-515-41-41-38		Legal Svs Comp Plan appeal	
	Total 189087				\$4,478.31
	Total 47823				\$4,478.31
Total Kenyon Disend, PLLC					\$21,003.79
King County Finance					\$21,003.79
47824	2117635		7/29/2019	2019 - August - 2nd August Batch for 08/15 Council	
		2018 Final Rec - Animal Services			
		001-000-182-554-30-41-00		Animal Control Prof Svcs	\$196.00
		2018 Final Reconciliation			
	Total 2117635				\$196.00
47824	2117715		7/30/2019	2019 - August - 2nd August Batch for 08/15 Council	
		2019 Regional Animal Services			
		001-000-182-554-30-41-00		Animal Control Prof Svcs	\$11,340.00
		2019 Regional Animal Services			
	Total 2117715				\$11,340.00
Total King County Finance					\$11,536.00
King County Finance - Wastewater Treat Div.					\$11,536.00
47825	30027491		8/1/2019	2019 - August - 2nd August Batch for 08/15 Council	
		Aug 2019 Services			
		407-000-000-535-80-41-04		Metro Sewer Charges	\$52,854.78
	Total 30027491				\$52,854.78
Total 47825					\$52,854.78
Total King County Finance - Wastewater Treat Div.					\$52,854.78
King County Prosecuting Attorney					\$52,854.78
47826	073119 KCPA		7/31/2019	2019 - August - 2nd August Batch for 08/15 Council	
		July 2019 Court Receipt Remittance			
		633-000-000-589-90-00-05		Due to Agency-Treasurers Trust Court	\$230.37

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number	Name	Title	Amount
		Crime Victims			
	Total 073119 KCPA				
	Total 47826				\$230.37
	Total King County Prosecuting Attorney				\$230.37
	King County Radio Comm Services				\$230.37
	47827	14877	7/31/2019	2019 - August - 2nd August Batch for 08/15 Council	
			July 2019 Service		
			001-000-214-521-20-41-03	K/C 800 Mhz Radio Costs	\$1,609.45
	Total 47827	Total 14877			\$1,609.45
	Total King County Radio Comm Services				\$1,609.45
	L.N. Curtis & Sons				\$1,609.45
	47828	INV305072	7/31/2019	2019 - August - 2nd August Batch for 08/15 Council	
			Uniform - Henrich		
			001-000-210-521-10-31-04	PD-Uniforms	\$15.34
	Total 47828	Total INV305072			\$15.34
	Total L.N. Curtis & Sons				\$15.34
	Law Office of Krista White Swain				\$15.34
	47829	060419 KWS	6/4/2019	2019 - August - 2nd August Batch for 08/15 Council	
			Employee Reimbursement		
			001-000-120-512-50-43-01	Lodging, Meals & Mileage	\$226.55
			Lodging: Conference		
	Total 060419 KWS				\$226.55
	47829	072619 KWS	7/26/2019	2019 - August - 2nd August Batch for 08/15 Council	
			July 2019 Services		
			001-000-120-512-50-41-00	Court Judge	\$3,600.00
			001-000-120-512-50-41-00	Court Judge	(\$480.00)

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number	Name	Title	Amount
	Total 072619 KWS		06/26 CK Protem Services		
Total 47829					\$3,120.00
Total Law Office of Krista White Swain					\$3,346.55
Law Office of Michael E. Harbeson					\$3,346.55
47830	1020	7/23/2019	2019 - August - 2nd August Batch for 08/15 Council		
		July 2019 Service			
		001-000-151-515-91-41-03	Public Defense-Conflict Rep.		\$750.00
Total 1020					\$750.00
Total 47830					\$750.00
Total Law Office of Michael E. Harbeson					\$750.00
Law Offices of Susan Elizabeth Drummond, PLLC					\$750.00
47831	1289 SED	8/1/2019	2019 - August - 2nd August Batch for 08/15 Council		
		July 2019 Service			
		001-000-242-558-60-41-00	Prof Serv-Hearing Examiner		\$385.00
		Village at Ten Trails			\$385.00
Total 1289 SED					\$385.00
Total 47831					\$385.00
Total Law Offices of Susan Elizabeth Drummond, PLLC					\$385.00
LEIRA					\$385.00
47832	1464	7/22/2019	2019 - August - 2nd August Batch for 08/15 Council		
		Conference Registration			
		001-000-210-521-10-49-01	PD-Training		\$275.00
		J. Sloss			\$275.00
Total 1464					\$275.00
Total 47832					\$275.00
Total LEIRA					\$275.00

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
O'Brien, Barton, & Hopkins, PLLP	47833	8/1/2019	2019 - August - 2nd August Batch for 08/15 Council	
	63106	001-000-151-515-91-41-00	Court Legal-Public Defender	\$2,000.00
		001-000-151-515-91-41-00	Court Legal-Public Defender	\$2,750.00
				\$4,750.00
				\$4,750.00
				\$4,750.00
Total 47833				
Total O'Brien, Barton, & Hopkins, PLLP				
Office Products Nationwide				
47834	1046508-0	6/21/2019	2019 - August - 2nd August Batch for 08/15 Council	
		001-000-210-521-10-31-00	PD-Operating Supplies	\$21.04
				\$21.04
Total 1046508-0				
47834	1051699-0	7/24/2019	2019 - August - 2nd August Batch for 08/15 Council	
		001-000-120-512-50-31-00	Operating Supplies	\$114.79
				\$114.79
Total 1051699-0				
47834	1051939-0	7/25/2019	2019 - August - 2nd August Batch for 08/15 Council	
		001-000-180-518-50-31-00	Office Supplies City Hall	\$133.52
				\$133.52
Total 1051939-0				
47834	1052838-0	7/31/2019	2019 - August - 2nd August Batch for 08/15 Council	
		001-000-180-518-50-31-02	Office Supplies CD/ PW Bldg Clearing	\$39.09
				\$39.09
Total 1052838-0				
47834	1053567-0	8/2/2019	2019 - August - 2nd August Batch for 08/15 Council	
		001-000-180-518-50-31-02	Office Supplies CD/ PW Bldg Clearing	\$85.25
				\$85.25
Total 1053567-0				

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void Amount
		Account Number	Name	Title	
47834	1053719-0	8/6/2019	2019 - August - 2nd August Batch for 08/15 Council		
		001-000-120-512-50-31-00	Operating Supplies		\$132.76
	Total 1053719-0				\$132.76
47834	1053859-0	8/6/2019	2019 - August - 2nd August Batch for 08/15 Council		
		001-000-180-518-50-31-00	Office Supplies City Hall		\$91.29
	Total 1053859-0				\$91.29
47834	C1051939-0	7/25/2019	2019 - August - 2nd August Batch for 08/15 Council		
		Office Supp Returned			
		001-000-180-518-50-31-00	Office Supplies City Hall		(\$12.22)
	Total C1051939-0				(\$12.22)
Total 47834					\$605.52
Total Office Products Nationwide					\$605.52
Orkin Commercial Services					
47835	186955090	7/26/2019	2019 - August - 2nd August Batch for 08/15 Council		
		July 2019 Service			
		001-000-248-518-20-49-01	MDRT Bldg Custodial Costs		\$33.03
		001-000-254-518-20-49-01	Facilities Bldg.Custodial & Maint.		\$94.00
	Total 186955090				\$127.03
Total 47835					\$127.03
Total Orkin Commercial Services					\$127.03
Parametrix, Inc.					
47836	11506 ADJ	7/18/2019	2019 - August - 2nd August Batch for 08/15 Council		
		06/02-07/06 BD Services			
		410-000-010-531-10-41-00	KC Grant-Culvert Replacement		\$2,700.00
	Total 11506 ADJ				\$2,700.00
Total 47836					\$2,700.00
Total Parametrix, Inc.					\$2,700.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number		Name Title	Amount
Petty Cash Custodian					
47837	080719 PCC	8/1/2019	2019 - August - 2nd August Batch for 08/15 Council		
	July 2019 Reimbursement				
	001-000-000-369-81-00-00			Cash Over/Short	\$38.34
	001-000-110-511-60-43-00			Lodging, Meals and Mileage	\$16.19
	001-000-140-514-23-43-00			Lodging, Meals & Mileage	\$25.00
	001-000-214-521-20-42-03			Police Postage	\$10.69
	001-000-214-521-20-42-03			Police Postage	\$7.85
	001-000-240-558-51-49-00			Training	\$8.91
	101-000-000-544-90-31-00			PW Clearing Acct-Supplies	\$26.10
	Total 080719 PCC				\$133.08
Total 47837					\$133.08
Total Petty Cash Custodian					\$133.08
Regional Animal Services of King County					
47838	80119 RAS	8/1/2019	2019 - August - 2nd August Batch for 08/15 Council		
	July 2019 Pet License				
	633-000-000-589-90-00-01			King County Animal License	\$45.00
	July 2019 Animal License				
	Total 80119 RAS				\$45.00
Total 47838					\$45.00
Total Regional Animal Services of King County					\$45.00
RH2 Engineering Inc.					
47839	73074	5/6/2019	2019 - August - 2nd August Batch for 08/15 Council		
	Services through 04/28				
	001-000-257-558-70-41-02			MDRT Civil Engineering	\$67,654.39
	001-000-257-558-70-49-02			Const Exp-The Village at TT- Multi Family/ Eagle Cr Dev	\$3,453.06
	Total 73074				\$71,107.45
47839	73882	8/2/2019	2019 - August - 2nd August Batch for 08/15 Council		
	Services through 07/28				
	001-000-257-558-70-41-02			MDRT Civil Engineering	\$22,631.66
	001-000-257-558-70-49-02			Const Exp-The Village at TT- Multi Family/ Eagle Cr Dev	\$540.53
	Total 73882				\$23,172.19

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
Total RH2 Engineering Inc. Secure Pacific Corporation	47839	8/2/2019	2019 - August - 2nd August Batch for 08/15 Council	
	73883			
		Services through 07/28		
		402-000-003-594-34-63-06	Springs Water Project	\$51,361.49
	Total 47839			\$51,361.49
				\$145,641.13
				\$145,641.13
	47840	8/1/2019	2019 - August - 2nd August Batch for 08/15 Council	
	226716			
		08/01 - 10/31 Service		
Total Secure Pacific Corporation Severson's Building Maintenance		001-000-120-512-50-49-05	Security	\$185.72
		Court Security		
		001-000-212-521-50-49-05	Security	\$371.51
		Police Security		
	Total 226716			\$557.23
	Total 47840			\$557.23
				\$557.23
	47841	7/31/2019	2019 - August - 2nd August Batch for 08/15 Council	
	983260			
		July 2019 Service		
Total Secure Pacific Corporation Severson's Building Maintenance		001-000-248-518-20-49-01	MDRT Bldg Custodial Costs	\$225.00
		MDRT Janitorial Services		
		001-000-254-518-20-49-01	Facilities Bldg. Custodial & Maint.	\$900.00
		City Hall/Com Dev Janitorial Services		
	Total 983260			\$1,125.00
	47841	7/31/2019	2019 - August - 2nd August Batch for 08/15 Council	
	983261			
		July 2019 Service		
		001-000-212-521-50-41-03	Police Custodial Cost	\$625.00
		Police/Court Janitorial Services		
Total Secure Pacific Corporation Severson's Building Maintenance				
	Total 983261			\$625.00
				\$625.00
				\$625.00
				\$625.00
				\$625.00
				\$625.00
				\$625.00
				\$625.00
				\$625.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number	Name	Title	Amount
47841	983262	7/31/2019	2019 - August - 2nd August Batch for 08/15 Council		
		July 2019 Service			
		101-000-000-544-90-48-01	PW Clearing-shared Shop Cost		\$250.00
			PW Shop Janitorial Services		
	Total 983262				\$250.00
	983263	7/31/2019	2019 - August - 2nd August Batch for 08/15 Council		
		July 2019 Service			
		001-000-270-575-51-48-00	Gym Facility Repair & Maintenance		\$150.00
			Gym Janitorial Services		
	Total 983263				\$150.00
Total 47841					
Total Severson's Building Maintenance					
Shred-It USA LLC					
47842	8127314279	5/22/2019	2019 - August - 2nd August Batch for 08/15 Council		
		May 2019 Service			
		001-000-120-512-50-49-04	Shredding Services		\$21.25
		001-000-180-518-50-49-04	Shredding Services		\$21.26
		001-000-210-521-10-49-05	PD-Shredding Services		\$21.26
	Total 8127314279				\$63.77
	8127535353	6/22/2019	2019 - August - 2nd August Batch for 08/15 Council		
		Jun 2019 Service			
		001-000-120-512-50-49-04	Shredding Services		\$21.35
		001-000-180-518-50-49-04	Shredding Services		\$21.35
		001-000-210-521-10-49-05	PD-Shredding Services		\$21.35
	Total 8127535353				\$64.05
47842	8127746927	7/22/2019	2019 - August - 2nd August Batch for 08/15 Council		
		July 2019 Service			
		001-000-120-512-50-49-04	Shredding Services		\$21.25
		001-000-180-518-50-49-04	Shredding Services		\$21.26

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description	Void
		Account Number	Name	Title	Amount
Utilities Underground Location Center					
47845	9070134	7/31/2019	2019 - August - 2nd August Batch for 08/15 Council		
		July 2019 Services			
		401-000-000-534-80-41-08		Locating Service	\$211.56
		164 locates			
	Total 9070134				\$211.56
Total 47845					\$211.56
Total Utilities Underground Location Center					
Van Hoof Construction					
47846	073119 VHC	8/7/2019	2019 - August - 2nd August Batch for 08/15 Council		
		Deposit Return Act# 4796.0			
		401-000-000-343-60-00-00		Water Hydrant Rental	\$1,000.00
	Total 073119 VHC				\$1,000.00
Total 47846					\$1,000.00
Total Van Hoof Construction					
VenTek International					
47847	117536	8/1/2019	2019 - August - 2nd August Batch for 08/15 Council		
		July 2019 Service			
		001-000-270-576-80-41-02		Venue Pay Station	\$90.00
	Total 117536				\$90.00
Total 47847					\$90.00
Total VenTek International					
Washington State Treasurer					
47848	073119 WST	7/31/2019	2019 - August - 2nd August Batch for 08/15 Council		
		July 2019 Court Remittance			
		633-000-000-589-90-00-05		Due to Agency-Treasurers Trust Court	\$15,970.07
	Total 073119 WST				\$15,970.07
Total 47848					\$15,970.07
Total Washington State Treasurer					

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
Washington Workwear Stores, Inc.				
47849	4465	7/29/2019	2019 - August - 2nd August Batch for 08/15 Council	
		001-000-270-576-80-31-07	Uniforms	\$5.86
		001-000-280-536-20-31-04	Uniforms	\$2.95
		101-000-000-542-30-31-04	Uniforms & Safety Supplies	\$32.25
		401-000-000-534-80-31-05	Uniforms	\$35.18
		407-000-000-535-80-31-04	Uniform Allowance	\$35.18
		410-000-000-531-10-31-04	Uniforms and Safety Supplies	\$35.18
	Total 4465			\$146.60
	Total 47849			\$146.60
Total Washington Workwear Stores, Inc.				
Williams Scotsman, Inc.				
47850	6988314	8/1/2019	2019 - August - 2nd August Batch for 08/15 Council	
		Aug 2019 Com Dev-Bldg Rental-Modspace		
		001-000-254-518-20-45-01	Facilities-Bldg Rental/Modspace	\$3,454.55
		CD Modular Rental		
	Total 6988314			\$3,454.55
47850	6988315	8/1/2019	2019 - August - 2nd August Batch for 08/15 Council	
		Aug 2019 MDRT-Bldg Rental-Modspace		
		001-000-248-518-20-45-01	MDRT-Bldg Rental-Modspace	\$1,958.05
		MDRT Modular Rental		
	Total 6988315			\$1,958.05
	Total 47850			\$5,412.60
Total Williams Scotsman, Inc.				\$5,412.60
Vendor Count 47				Grand Total \$430,695.11



Register

Number	Name	Fiscal Description	Amount
<u>19839</u>	Paper Paycheck	2019 - July - Month End	\$1,430.40
<u>19840</u>	Paper Paycheck	2019 - July - Month End	\$3,266.80
<u>19841</u>	Paper Paycheck	2019 - July - Month End	\$1,040.00
<u>19842</u>	Paper Paycheck	2019 - July - Month End	\$1,700.00
<u>19843</u>	Paper Paycheck	2019 - July - Month End	\$3,640.00
<u>19845</u>	Paper Paycheck	2019 - July - Month End	\$2,426.25
<u>19846</u>	Paper Paycheck	2019 - July - Month End	\$5,263.02
<u>19847</u>	Paper Paycheck	2019 - July - Month End	\$4,842.18
<u>19848</u>	Paper Paycheck	2019 - July - Month End	\$5,026.50
<u>19849</u>	AWC Sup Life	2019 - July - Month End	\$8.00
<u>19850</u>	BD Police Officers Association	2019 - July - Month End	\$720.00
<u>19851</u>	City of Black Diamond Flex	2019 - July - Month End	\$156.66
<u>19852</u>	Joseph Kaufman	2019 - July - Month End	\$147.40
<u>19853</u>	Minnesota Child Support Payment Ctr	2019 - July - Month End	\$467.00
<u>19854</u>	Teamsters Local 117	2019 - July - Month End	\$1,957.17
<u>19855</u>	Trusteed Plans Service CP LTD	2019 - July - Month End	\$954.45
<u>July 2019 Aflac</u>	Aflac	2019 - July - Month End	\$128.44
<u>July 2019 AWC Ins</u>	AWC Employee Benefit Trust	2019 - July - Month End	\$52,915.10
<u>July 2019 Draw</u>	Payroll Vendor	2019 - July - Month End	\$39,582.20
<u>July 2019 DRS: Def Comp</u>	DOR - Deferred Comp	2019 - July - Month End	\$3,925.00
<u>July 2019 DRS: Ret</u>	Dept of Retirement Systems	2019 - July - Month End	\$44,818.12
<u>July 2019 ESD</u>	Employment Security Dept	2019 - July - Month End	\$542.76
<u>July 2019 Fed Taxes</u>	City of Black Diamond Taxes	2019 - July - Month End	\$67,891.94
<u>July 2019 L&I</u>	Dept of Labor and Industries	2019 - July - Month End	\$3,834.97
<u>July 2019 Month End</u>	Payroll Vendor	2019 - July - Month End	\$123,492.56
<u>July 2019 Payout</u>	Employee Payout	2019 - July - Month End	\$412.27
<u>July 2019 PFML</u>	PFML Emp. Security Dept	2019 - July - Month End	\$526.80
			\$371,115.99

I hereby certify that payroll and benefits have been processed and delivered as required under contract or legal obligation.

Finance
Director

Man Miller

Date 8-5-2019

BLACK DIAMOND CITY COUNCIL MINUTES

Council Meeting of August 1, 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, Edelman, Stout, and Wisnoski.

ABSENT: Councilmember Oglesbee (excused).

Staff present: Mayene Miller, Finance Director; Seth Boettcher, Public Works Director; David Linehan, City Attorney, and Brenda L. Martinez, City Clerk/HR.

AGENDA REVIEW AND APPROVAL:

Councilmember Stout **moved** to accept the agenda; **second** Councilmember Edelman. Motion **passed** with all voting in favor (4-0).

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS: None

CONSENT AGENDA:

Councilmember Deady **moved** to adopt the Consent Agenda; **second** Councilmember Wisnoski. Motion **passed** with all voting in favor (4-0). The Consent Agenda was approved as follows:

- 1) **Claim Checks** – July 4, 2019 – Check No. 47638 through 47691 in the amount of \$613,852.13, July 18, 2019 Check No. 47692 through 47742 and EFTs in the amount of \$610,181.10, and August 1, 2019 – Check No. 47743 through 47786 in the amount of \$190,683.98.
- 2) **Payroll** – June 30, 2019 – Check No. 19812 through 19844 and ACHs in the amount of \$360,484.27.
- 3) **Minutes** – Work Session of June 13, 2019, Special Meeting of June 20, 2019, Council Meeting of June 20, 2019

PUBLIC COMMENTS:

Mike Fetting, Black Diamond spoke to Council.

Mike England, Black Diamond spoke to Council.

Carol Harp, Black Diamond spoke to Council.

Gary Davis, Black Diamond spoke to Council.

Kristen Bryant, Bellevue spoke to Council.

James Stout, Black Diamond spoke to Council.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS: None

4) AB19-034 – Resolution No. 19-1308 Adopting the 2020 Budget Calendar

Finance Director Miller reported on this item and noted the 2019 dates in the resolution are in error and those dates need to be changed to 2020.

Councilmember Deady **moved** to adopt Resolution No. 19-1308, adopting the 2020 Budget Planning Process and Calendar; **second** Councilmember Edelman. Motion **passed** with all voting in favor (4-0).

5) AB19-035 – Resolution No. 19-1309 Awarding 2019 Lawson Street Patching Project

Public Works Director Boettcher discussed this item with Council. He noted a computation error in the bid and recommended award of the bid.

There was discussion between staff and Council on this item.

Councilmember Edelman **moved** to adopt Resolution No. 19-1309, authorizing the Mayor to execute an agreement with Statewide Parking Lots Services Inc. for 2019 Lawson Street Patching Project; **second** Councilmember Wisnoksi. Motion **passed** with all voting in favor (4-0).

6) AB19-036 – Ordinance No. 19-1123 Amending Black Diamond Municipal Code Chapter 12.12 regarding cemeteries.

Public Works Director Boettcher briefed Council on this item.

Discussion ensued between staff and Council.

Councilmember Deady **moved** to adopt Ordinance No. 19-1123 amending the Black Diamond Municipal Code Chapter 12.12; **second** Councilmember Edelman. Motion **passed** with all voting in favor (4-0).

7) AB19-037 – Ordinance No. 19-1124 Adding a New Chapter to Municipal Code Concerning the Position of the City Attorney

Mayor Benson reported on this item and noted having an independent Attorney review the document since it was written by the City Attorney.

Councilmembers provided comments regarding this ordinance and clarification was provided by the City Attorney on two sections: 1) Purpose and 2) Selection and Qualifications.

Councilmember Edelman **moved** to adopt Ordinance No. 19-1124, adding a new chapter to the Municipal Code concerning the position of the City Attorney, provided for severability, and establishing an effective date; **second** Councilmember Deady. Motion **passed** with all voting in favor (4-0).

8) AB19-038 – Ordinance No. 19-1125 Regarding Increasing the Size of the City Council

Councilmember Edelman discussed this item with Council and shared the preliminary schedule for the process she is suggesting.

There was back and forth discussion between Councilmembers regarding the process and state law.

Councilmember Edelman **moved** adopt Ordinance No. 19-1125, increasing the size of the Council to seven members, repealing inconsistent Ordinances; affirming Ordinance 182B; calling for severability; and establishing an effective date; **second** Councilmember Stout. Motion **passed** with all voting in favor (4-0).

DEPARTMENT REPORTS:

Fire – Commissioner Ferrell shared that August 6th is National Night Out and the department will have a fire engines in town at different areas from 5 p.m. – 7 p.m. He also confirmed the Board is looking forward to the study session on August 8th.

Chief Smith recapped the incident report and noted during the period of June 6 – July 31 there were a total of 90 incidents for an average of 1.7 per day. He also noted that for June there were 1368 volunteer hours and 1322 hours for July. He mentioned the Wildland Gator is now in service and carries 50 gallons of water and class A foam. There is also a backboard so they can transport victims. He reported that on July 4th there were three (3) incidents within the city limits. He shared that in September there will be another pancake feed fundraiser and the proceeds from the fundraiser is TBD. There was also discussion on fire prevention week in October.

MAYOR'S REPORT:

Mayor Benson reported attending the Finance, Public Works, Public Safety, and Planning Committee meetings. She shared meeting with the Fire Department on the fire station, attended a tri-city meeting recap, cemetery board meeting, South-end Mayor's meeting, and participated in the Wild and Whacky Golf tournament where her team won first place for having the best decorated golf cart. She also attended the Alien Invasion at the Library.

COUNCIL REPORTS:

Councilmember Deady reported attending the AWC Conference in Spokane, Miners Day and reminded citizens the City-wide yard sale is coming up on August 9-11 and noted being busy handing out citizen awards form to residents for the upcoming Labor Days. She shared that she also participated in the Wild and Wacky Golf Challenge with Mayor Benson and winning first place on their golf cart decorations which was Christmas in July. She participated in the procession for the firefighter who drowned and attended the Finance and Public Safety meetings.

Councilmember Edelman reported reviewing the Council rules and the need to revise them in a couple of areas. She discussed changes to section 7.2.19 and 7.3 needing rewrites so they are consistent. Also needing updates is Section 18 regarding Council Standing Committees as they are out of date. Currently from a staffing perspective the Parks and Cemetery Committee has been broken up and being handled in other committees. She noted this needs to be addressed so the intent and purpose of the other committees can be changed and asked Council to look at these sections.

Councilmember Stout reported attending two finance committee meeting where the vouchers were reviewed along with the 2018 Annual Report. She thanked staff for their hard work in getting this completed and shared the report is also posted to the City's website. She attended the Public Works Committee meeting where items on the agenda were discussed. She noted being excited about new streetlights that are coming. She met with Mr. Williamson to discuss the next phase of development in Ten Trails. She attended the SCA Networking Dinner and noted they had an energetic speaker who would come out to Black Diamond and share what their organization can do for Black Diamond. She also noted attending the ribbon cutting event for the new Farmers Insurance business and it being nice to see a young person move their life forward.

Councilmember Wisnoski reported meeting with Mr. Williamson on the next phase of development. He shared attending Miners Day and manning the City booth. He noted looking forward to receiving feedback for the Planning and Community Services Committee regarding what should be the focus for our Code Enforcement Plan as the City has limited resources. He urged citizens to either email or call him regarding what they feel should be the priorities. He also noted attending the event at Ten Trails.

ATTORNEY REPORT: None

PUBLIC COMMENTS:

Kristen Bryant, Bellevue spoke to Council.

EXECUTIVE SESSION: None

ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** Councilmember Stout. Motion **passed** with all voting in favor (4-0).

The meeting ended at 8:51 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:	Agenda Date: August 15, 2019	AB19-039
Resolution amending the Adopted 2020 Budget planning process and calendar	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	X
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$	Public Works – Seth Boettcher	
Fund Source: --	Court – Stephanie Metcalf	
Timeline:		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution; Exhibit A – 2020 Budget Planning Calendar;		
SUMMARY STATEMENT: An amendment to the 2020 Budget planning Calendar is necessary to update the November 14, 2019 Council Meeting date to the correct Regular Council meeting date of November 21. The amended planning schedule will be available and updated on the city's website. The budget public hearing will be advertised per Washington's Open Public Meetings act (OPMA). FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 19-1310 to amend the dates on the 2020 Budget Planning Process and Calendar.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 15, 2019		

RESOLUTION NO. 19-1310

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AMENDING THE ADOPTED THE PLANNING CALENDAR
FOR THE 2020 BUDGET PROCESS**

WHEREAS, in accordance with Chapter 35A.33 RCW, Black Diamond has adopted an annual budget process; and

WHEREAS, Washington States RCW's provides statutory deadlines for several steps of the budget process; and

WHEREAS, The Mayor and Council of Black Diamond found in the best interest of the City to establish a 2020 Budget Planning Calendar, and

WHEREAS, an amendment is necessary to update the previously adopted Regular Council meeting date of November 14, 2019 to November 21, 2019.

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

Section 1. Amend the Adopted Planning Calendar for the 2020 Budget process. The events and dates specified in Exhibit A to this Resolution shall comprise the budget planning calendar. Meetings will be posted in accordance with Washington State Open Public Meetings Act (OPMA).

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON,
AT A REGULAR MEETING THEREOF, THIS 15TH DAY OF AUGUST 2019.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk



CITY OF BLACK DIAMOND

2019 Calendar for 2020 Budget Meetings

As Passed by Resolution 19-1310

	Process	Work Study	City Council	State Law Limitations
1	Budget CALL: Budget requests and instructions go out to all departments			By Sept 9
2	Estimates to be filed with Finance/ City Clerk			By Sept 23
3	<u>Special Meeting</u> Workstudy 6pm - CAO provides Council with current info on Revenue from all sources as adopted in 2019 Budget, provides the Clerk's proposed Prelim 2020 Budget for General Fund and 2019 Budget totals for all funds including debt service & possible Revenue for Property Taxes.	Sept 26		October 7
4	City Clerk Submits to CAO the proposed prelim budget setting forth the complete financial program			October 1
5	Workstudy Meeting 5:30 – General Fund Budget REV and EXP for Public Safety, Community Development, Parks etc & possible Property Taxes.	Oct 17		Oct 16 – Nov 15
6	<u>Special Meeting</u> - Workstudy – Public Works Budgets for REV and EXP for Street, Water, Sewer, Stormwater, REET I&I and Gen Govt, Utilities, Capital Projects and Debt Service.	Oct 24		Oct 16 – Nov 15
7	Mayor prepares Preliminary Budget and message and files with Council and Clerk		Nov 1	Nov 1
8	City Clerk publishes notice of Public Hearing on 2019 Budget and filing of Preliminary Budget – once a week for two consecutive weeks			Nov 1 – Nov 18
9	<u>Special Meeting</u> - Public Hearing on Revenue Sources including possible increases in Property Taxes.		Nov 7	Nov 1 – Nov 25
10	Copies of Preliminary Budget made available to the public		Nov 20	Nov 20
11	Preliminary 2020 Budget Document ready. City Council holds 1 st Public Hearing on 2019 Budget		Nov 21	Nov 1 – Nov 30
12	Adopt Property Tax 2020, forward to King County by 11/30/2019		Nov 21	Nov 30
13	<u>Special Meeting</u> - Final Budget Hearing on 2019 Budget		Dec 2	Dec 2
14	File Final Property tax worksheet and Ordinances with King County			Dec 5
15	City Council adopts Final 2020 Budget and submits to State Auditor and Association of Washington Cities		Dec 2 or 5	Dec 31

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: August 15, 2019 AB19-040	
Resolution authorizing Mayor to execute contract for Pumps for Pump Station Reconstruction	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	
Cost Impact (see also Fiscal Note): \$135,216.00	Police – Chief Kiblinger	
Fund Source: Water Supply Facility Funding Agreement	Public Works – Seth Boettcher	X
Timeline: August-December 2019	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, Contract, Cost Estimate, Bid, CIP Sheet		
<p>SUMMARY STATEMENT: The City solicited bids off the small works roster for the pre-purchase, manufacturing and storage of two vertical turbine pumps, can assemblies, and motors for future delivery to the site for the upcoming pump house reconstruction project. The City requested lump sum bids.</p> <p>BID PROCESS: The City received 2 bids of \$135,216.00 and \$218,981.04 on July 23, 2019. Triangle Pump & Equipment, Inc. provided the lowest responsive bid at \$135,216.00. The City's estimate for purchase of the two pumps, motors and can assembly was \$156,000.00.</p> <p>FISCAL NOTE (Finance Department): The Pump Station Reconstruction Project is a phase of the total Springs Rehabilitation Project and is funded by Water Supply Facility Funding Agreement partners.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee reviewed August 6 th and recommended bring to full council.		
RECOMMENDED ACTION: A motion to adopt Resolution 19-1311 authorizing the Mayor to execute an agreement with Triangle Pump & Equipment, Inc. to provide the pumps for the WSFFA Springs Rehabilitation.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
August 15th, 2019		

RESOLUTION NO. 19-1311

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON TO
SIGN A CONTRACT FOR NEW PUMPS AND
APPURTENANCES WITH TRIANGLE PUMPS &
EQUIPMENT, INC.**

WHEREAS, the City has planned and budgeted for the Pump Station Upgrade as part of the Springs Rehabilitation Project; and

WHEREAS, the City staff solicited bids from the small works roster to purchase long lead time equipment items to avoid unnecessary delay; and

WHEREAS, the City received 2 bids on July 23rd, 2019; and

WHEREAS, Triangle Pump & Equipment, Inc. 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 to provide 2 new pumps, motors, and cans and storage for the upcoming Pump House Reconstruction Project to Triangle Pump & Equipment, Inc. in the amount of \$135,216.00 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 15TH DAY OF AUGUST, 2019.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND

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

PUBLIC WORKS CONTRACT SMALL WORKS

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

North Bank Pump Station Pumps, Motors, and Pump Cans (Pre-Purchase)
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: Seth Boettcher
Phone: (360) 851-4446
Fax: (360) 851-4501

CONTRACTOR:

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

5. **Notice of Award.** Contractor shall provide a performance bond 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 August 1, 2019. Upon timely receipt of the bond and statement of intent to pay prevailing wage rates, the City will thereafter have ten (10) days to issue a notice of award. The Contractor shall have the equipment complete, operational, and ready for acceptance within 100 consecutive working days from the respective date of

Notice of Award. The deadline for completion of work may be extended, if the notice of award is delayed. The contract will stay in full force and effect until all obligations of the contract are satisfied.

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

A. In general.

- (1) Responsible for 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.
- (2) Documents incorporated by reference. All terms and specifications contained in any Request for Bids that was issued by the City as part of determining the awarding of this Contract are hereby incorporated by reference and must be complied with by Contractor, unless one or more of such terms and specifications are expressly amended or waived in writing by the City. The contract documents that the contractor shall comply with are: (1) this contract (2) the City's Construction Standards; (3) the most recent WSDOT Standard Specs for Road, Bridge and Municipal Construction; (4) Contractor's proposal; (5) the solicitation for bids including the plans and special provisions.
- (3) 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.
- (4) 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.
- (5) Contractor's Responsibility. Contractor will prosecute the project in accordance with instructions, descriptions and/or plans and specifications provided by the City. Contractor shall carry on the work at its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to the work and/or materials before its final completion and acceptance, repair or replace forthwith the work and/or materials so injured, damaged or destroyed, at his own expense and to the satisfaction of the City.
- (6) 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 July 23, 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) 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.
- (3) Schedule of Work to be followed. The project shall be completed by December 31, 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.
- (4) 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.
- (5) Project Administration/Notice of Award. 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 of Award has been given by the City.

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 as specified in Division 18 of the Technical Specifications and the attached Bid Form/Scope of Work at the bid amounts.

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

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

8. Payment

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

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

Initial: _____ (Contractor)

In lieu of a performance and payment bond, the Contractor may request, in writing, that the City retain an additional 10% 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 and as determined by Revised Code of Washington (RCW) 39.08.010(3).

- A. If Contractor chooses to withhold extra retainage, the Contractor will still be required to provide a Maintenance Bond for a period of two years upon notification of physical completion from the Contracting Agency. The project will not be accepted until a Maintenance Bond is provided by the contractor.

10. **Retainage.** Pursuant to Chapter 60.28 RCW, a sum of five percent (5%) of the monies earned by Contractor will be retained from progress payments. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82, and (2) the claims of any person arising under the Contract. No final payment or release of any retainage will be made until Contractor and each subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7 or other approved form) that has been certified by the industrial statistician of the Department of Labor and Industries. Also the retainage will not be released until the City has received certification that the Department of Revenue has received due payment of applicable taxes. Once the City has received certification from appropriate departments of the state of Washington, 45 days has passed from the date of acceptance of the Project and the City has not received any claims against the Project, then the City will release the retainage.
11. **Changes.** After execution of the Contract, changes in the Project may be accomplished by change order. The City, without invalidating the Contract, may order changes in the Project within the general scope of the Contract consisting of additions, deletions or other revisions, the contract sum and Contract completion date being adjusted accordingly. Change orders shall be in writing signed by the Parties.
12. **Termination of Contract.** This Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, Contractor shall not be entitled to receive any further payments under the Contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to Contractor. Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.
13. **Responsibility Criteria and Verification by Contractor.** Pursuant to Chapter 39.04 RCW, the following requirements are part of this Contract:
- A. *Responsibility Criteria.*
- (1) Eligibility to be awarded contract. Contractor hereby certifies that Contractor meets the following responsibility criteria:
- a. Contractor has a certificate of registration in compliance with chapter 18.27 RCW;
 - b. Contractor has a current state unified business identifier number;
 - c. If applicable, Contractor has industrial insurance coverage for Contractor's employees working in Washington as required under Title 51 RCW; an

employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and

- d. Contractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

B. *Requirement to verify subcontractors.* Contractor verifies the responsibility criteria contained above for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors and that each subcontractor verify the responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement must be included in every subcontract of every tier.

14. 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 _____, 2019.

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)

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

Dated: _____

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

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

(Developer/Owner)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: _____

(print or type name)

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

(Surety Company)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: _____

(print or type name)

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

City of Black Diamond
North Bank Booster Pump Station Pre-Purchased Pumps
Estimate of Probable Construction Cost
Updated: 7/22/2019

		Material Units	Quantity	Material Unit Price	Material Cost	Subtotal Cost	Percent OH&P	OH&P	Total	Cost
1	Pump, Pump Can, and Motor	EA	2	\$65,000	\$130,000	\$130,000	10%	\$13,000	\$143,000	\$143,000
Subtotal Construction Costs incl. OH&P										\$143,000
Sales Tax (Black Diamond, WA)									8.6%	\$13,000
Total Estimated Construction Cost										\$156,000

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:

BASE BID					
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	QTY	TOTAL
1	Pumps, Motors, and Pump Cans \$ <u>one hundred twenty five thousand</u> Per LS Unit Price in Words two hundred & no/100 dollars	LS	125,200. \$0	1	\$ 125,200.00
Subtotal					\$ 125,200.00
Tax (8.6%)					\$ 10,016.00
TOTAL AMOUNT BID					\$ 135,216.00

Triangle Pump & Equipment, Inc.
Bidder

7-25-2019
Date

TRIANPE180RP
Contractor's License No.

076422831
Contractor's DUNS No.

By David W. Slack
Authorized Official

Address:
PO Box 2890 (Battle Ground, WA 98604) -
Mailing Address
7509 South 5th Street, Unit 103
(Ridgefield, WA 98642) - Physical Address

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.

July 19, 2019

**CITY OF BLACK DIAMOND
ADDENDUM NO. 1
TO THE PLANS AND SPECIFICATIONS FOR
NORTH BANK PUMP STATION
PUMPS, MOTORS, AND PUMP CANS
(PRE-PURCHASE)**

TO ALL PLANHOLDERS:

You are hereby notified of the following changes, deletions, additions and corrections to the plans, specifications, and other documents comprising the contract documents for the City of Black Diamond North Bank Pump Station Pumps, Motors, and Pump Cans (Pre-Purchase) project.

I. PLANS

- A. A plan sheet has been ADDED as an appendix and is attached.

II. SPECIFICATIONS

- A. The Bid Forms have been REVISED and shall be REPLACED with the attached. The following changes have been made.
- a. **Request for Bids** Section
 - i. The Bid Opening date has been CHANGED to July 25th, 2019.
 - ii. A paragraph has been ADDED, starting with: “The City reserves the right to reject any and all bids...”
 - b. **Public Works Contract Small Works** Section
 - i. On page 1, Item No. 5 – Notice of Award, the notice of award date has been CHANGED to August 15, 2019.
 - ii. On page 1, Item No. 5 – Notice of Award, the number of consecutive working days has been CHANGED to 90.
- B. Division 11 has been REVISED and shall be REPLACED with the attached. The following changes have been made.
- a. The performance testing tolerances have been changed from HI 14.6.4 Grade 2B to HI 14.6.4 Grade 2U (Section 11.10.1 – Part 2 Products).
 - b. The pump **Design and Performance Requirements** have been changed for both individual pump operation and simultaneous pump operation (Section 11.11.2 – Part 1 General).

Addendum No. 1 – North Bank Pump Station Pumps, Motors, and Pump Cans
July 19, 2019

- c. The requirement under **Design and Performance Requirements** that the “best efficiency point must be to the left of the design point” has been removed (Section 11.11.2 – Part 1 General).
- d. “Motor Power Rating – 75HP (not to exceed)” has been added to the **Design and Performance Requirements** (Section 11.11.2 - Part 1 General).
- e. The requirement for an oil lubrication system has been removed (Section 11.11.2 – Part 2 Products).

Addendum Number 1 is hereby made a part of these contract documents, and its terms and conditions are fully binding on the planholder and contractor. The contractor shall acknowledge receipt of this Addendum No. 1 by identifying on the REQUEST FOR BIDS page.

RH2 ENGINEERING, INC.


Harley Sandoval, P.E.

Issued July 19, 2019

Acknowledged 7-19-2019

David W. Flack - Triangle Pump



**CITY OF BLACK DIAMOND
REQUEST FOR BIDS
FOR
NORTH BANK PUMP STATION
PUMPS, MOTORS, AND PUMP CANS
(PRE-PURCHASE)**

The City is requesting proposals for the pre-purchase, manufacturing and storage of vertical turbine pumps, can assemblies, and motors for delivery to the site for future installation. The City is requesting unit price bids for each category of work as defined in the attached bid proposal form/Scope of Work.

Small Works Roster bids must be turned into Scott Hanis in the Community Development Building, located at 24301 Roberts Drive, Black Diamond, WA 98010, by 3:00 pm on Tuesday, July 25th, 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: shanis@blackdiamondwa.gov by 3:00 pm at the time stated above. The City will not accept late e-mail submittals or those delayed due to file sizes or incorrect e-mail addresses. An acknowledgment that the bid was received will be sent 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 "Mechanical Equipment and Components" at the time of advertisement. Bids will also be accepted from contractors registered on the Small Works Roster at the time of bid closing.

The City reserves the right to reject any and all bids and waive minor irregularities in the bidding process. As of July 1st, 2019, all public works contractors are required to have training before bidding and/or performing work on public works projects.

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

REQUEST FOR BIDS

CITY OF BLACK DIAMOND

North Bank Pump Station Pumps, Motors, and Pump Cans (Pre-Purchase)

BID FORM, SCOPE OF WORK, AND SPECIAL PROVISIONS

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

1. The undersigned hereby certifies that he/she has examined the Plans and Specifications as outlined in the bid documents for the City of Black Diamond North Bank Pump Station Pumps, Motors, and Pump Cans (Pre-Purchase) Project and is familiar with the local conditions at the location of the work to be done, and has read and thoroughly understands the work that the City requires to be completed, the Contract governing the work, and the method by which payment will be made for said work in accordance with the City Contract at the proposed bid prices contained herein.
2. The bid shall be awarded by the sum of the total of the bids for the items describe in 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

No.

Addendum Receipt Date

Signed Acknowledgement

1.

7-19-2019

David W. Black

2.

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

**Triangle Pump & Equipment, Inc.**

PO Box 2890 {Battle Ground, WA 98604}
Phone 360-887-9530 Fax 360-887-9540
sales@trianglepump.com

BID PROPOSAL**QUOTATION #TP19-8098****Rev0****Date: 7/25/19****Bid Time: 3:00 PM****Project: City of Black Diamond – North
Bank Pump Station Pumps, Motors, Cans
(Pre-Purchase)****TO:**

CITY OF BLACK DIAMOND
Capital Project/Program Manager
Attn: Scott Hanis
(360) 851-4446
shanis@blackdiamondwa.gov

Owner: Lakewood, WA., Water District**Consulting Firm: RH2 Engineering, Inc. –
Tacoma, WA.**

SALESPERSON	PROPOSAL EXPIRATION DATE	PAYMENT TERMS	ADDENDA
David W. Flack	08-31-19	See Below	1

Upon the terms and conditions on both sides of this form and accompanying materials, Triangle Pump and Equipment, Inc., is pleased to offer the following Quotation for your review. (www.trianglepump.com).

DESCRIPTION**REF: Section 11.11.2 - Vertical Turbine (Line Shaft) Pumps, Motors & Cans – Qty (2)****Booster Pumps (P-1, P-2)****Duty Point:** 650 GPM @ 347 Feet TDH (bowl).

Two (2) **Goulds Pumps, Model 11CLC 7-Stage, Vertical Turbine Pumps**, Product-Lubricated with **75 HP** Vertical Hollow-Shaft Motors, WP1 and Inverter Duty with shaft grounding ring. Includes pump cans as specified.

Sales Price: \$135,967.20**Note(s):**

- Includes one (1) day installation assistance if needed and two (2) days startup and field-testing including recording vibration readings using our Ludeca VIBXPRT II.
- Spare mechanical seals provided. Not quoting split seal. Over the years we have had excessive leaks with any split seal brand. We do not use them at all anymore. The seal can be changed without removal of the motor, which we believe is the intent.

Submittals 4 to 6 weeks after receipt of acceptable Purchase Order.**Shipment 19 to 21 weeks** after drawing approval and release to production. Manufacture lead-time is estimated and is subject to availability of materials.**General Comments:**

- Anchor bolts or Seismic Anchorage Calcs, installation, controls, lubricants, etc. not included.
- Delivery terms are F.O.B. Destination. Freight charges are included.
- Factory Performance Testing is included.

Pump & Motor comments and clarifications:

QUOTE DOES NOT INCLUDE:

Oil or Grease

Gauges, Valves, Pressure Switches, Isolation Valves

Controls for RTDs or Thermistors if required – By Electrical Contractor or Others

Anchor Bolts

Anchorage Analysis

Vibration Sensors/Transmitters

Controls - Other

Transformers

Power Factor Correction Capacitors

Variable Frequency Drives, if required – By others. Testing and coordination of VFDs with Pump Supplier not included. Compatibility guarantee provided.

Sales Tax

Assembly

Installation

Export Boxing or Crating for Long Term Storage

SUBMITTAL & IOM COMMENTS

1. (1) Electronic Copy of Submittal Data will be provided per this quoted price. Hard Copies can be supplied upon request.
2. (2) Hard Copies of Preliminary O&M Manuals will be provided per this quoted price (if requested) plus one (1) electronic copy. Final copies will not be provided until we have full Preliminary Approval. (3) Hard Copies of final Approved O&M Data will be provided per the quoted price plus one (1) electronic copy. Additional copies can be provided upon request.

Please Remit Purchase Orders To:
Triangle Pump & Equipment, Inc.
P.O. Box 2890
Battle Ground, WA 98604

COMMERCIAL TERMS

Triangle Pump & Equipment, Inc. standard terms and conditions apply as included.

Submittals: 4-6 Weeks after receipt of acceptable Purchase Order.

Validity: This quotation will remain open for acceptance for 30 days from the date issued. Due to current price increases in materials the quoted prices must be reviewed after this date. Please notify us prior to placing order to determine price increase, if any.

Delivery: TBD at time of order entry and release to production. Estimate 19-21 weeks after submittal approval and release to production.

Payment: As per the Contract Documents.

Invoices are dated as of the date of equipment receipt. If completion of manufacture is delayed at Purchaser's request, Seller may invoice according to percentage of completion. These terms are independent of and are not contingent upon the manner in which the purchaser may receive payment from others. Storage of equipment shall be at Purchaser's risk and expense. We reserve the right to make partial shipments of equipment and pro rata invoice for the equipment shipments made. Retention of a Percentage of the contract sale amount is prohibited unless agreed upon in writing prior to acceptance of this contract. The sale of the equipment described above is made solely and expressly subject to the terms and conditions on the face and reverse side hereof.

Freight: Included in quoted price, where stated.

Sales and Similar Taxes: ~~Unless otherwise stated in this quotation, prices do not include any Federal, State, or Local sales, use or other taxes that may be applicable to the sales of offered products or services. The amount of any such applicable taxes will be added to the invoice at the rate in effect at the time of shipment.~~

Terms of Field Service: Field Service quoted is not supervisory but advisory only and is offered subject to the express agreement that our function and responsibilities are limited to inspection, interpretation of drawings and IOM Manuals, and identification of materials for proper assembly and operation.

In order to ensure the availability of Servicemen, a minimum of (3) three weeks' advance notice will be required to schedule service requests. In most cases, this will enable us to schedule service when requested by the Purchaser. If less than (3) three weeks' notice is given, we cannot guarantee availability when requested.

Sincerely,

David W. Flack

Ph: 360-887-9530

Fax: 360-887-9540

Email: david@trianglepump.com

/dwf

Quotation prepared by: **David W. Flack / Goulds Pumps**

This is a quotation on the goods named, subject to the conditions noted above.

Unless specifically mentioned in this proposal for inclusion with proposed equipment, Triangle Pump & Equipment, Inc., and the other Manufacturers directly quoting equipment sections included in this Quotation have not included any other items or services.

Only those items which are specifically itemized in the descriptions above are included. No other materials or services are included whether they appear in the referenced specification section or sections referenced in that section or on the plans.

Disclaimer: Triangle Pump and the Companies we represent base our pump selections solely from the flow and head calculations given to us or stated in the specifications. We will not be held responsible for pump performance due to incorrect system calculations or improper piping configurations.

Xylem AWS Application Engineers
4608 Bradley St.
Lubbock, TX 79415
Tel 806-743-5700

Division 11 Equipment

<u>Paragraph</u>	<u>Comment</u>
Part 1	<p>Pumps are only able to be NSF 61 Compliant as the Epoxoline 22 is not a part of our NSF 61 listing. If the pumps need to be NSF61 listed, the coating will need to be changed to the Epoxoline 141 or Skotchkote 134.</p> <p>Guaranteed efficiencies shall be bowl efficiencies. In order to maintain 75HP, Guaranteed efficiency shall be 83.0%</p> <p>Installation and installation inspection shall be the responsibility of others</p>
11.11.2	Guaranteed efficiencies shall be bowl efficiencies. In order to maintain 75HP, Guaranteed efficiency shall be 83.0%
11.11.2	Discharge flange rating shall be 300#.
11.11.2	Impellers shall be 316SS

Quote meets intent of the specification sections listed above except for listed comments and exceptions; any other sections shall not be the responsibility of Xylem.

If additional specifications or drawing not listed above do apply, re-quote will be required

Quote Number: 3302-190723-022

Triangle Pump

July 25, 2019

Terms:

Job: City of Black Diamond, WA. - 072219

We are pleased to quote you for the following equipment, subject to Xylem approval and acceptance of Xylem terms and conditions of sale. Quantities are not guaranteed and should be verified, with any prices adjusted, prior to placing an order.

Due to recent volatile pricing from our suppliers, Xylem reserves the right to change the price at any point up to submittal approval and release to fabrication. Every attempt will be made to honor pricing for 30 days from date of quote.

Item #	Qty	Description
1	1	VIC - Canned Lineshaft Turbine Pumps Canned Lineshaft Turbine: Open Lineshaft, VIC-FLTM 11CLC, 7 Stages 2,527.00 (lb) wt.
1.1	1	Bowl Assembly 11CLC, 7 Stage(s), Manufacturer's Standard 833.00 (lb) wt.
1.2	1	Column Assembly 6" x 1.1875" Threaded W/L Column 104.00 (lb) wt.
1.3	1	Head Assembly 6" x 12.00" FL W/L Head, 300 # Flange 508.00 (lb) wt.
1.4	1	Can Assembly 18" x 129" Can 1,082.00 (lb) wt.
1.5	1	Motor 75HP, VHS 1770 RPM , Steady Bushing, NRR, Thermistors 800.00 (lb) wt.
1.6	1	Coating All Wetted components (not stainless steel), Tnemec Series 91-H20 primer 8 mils (NSF) Tnemec Series 22 Epoxoline Finish coat 16 mils (Color must be specified) (lb) wt.
1.7	1	Testing 2U Testing, Performance, Laboratory Performance, 100.0 Hp, 11 in Bowl, Complete Pump, Full Speed Test, Hydrostatic, 18 in Suction Can (lb) wt.
1.8	1	Miscellaneous Miscellaneous Specials, Critical Speed Analysis, Extended Warranty (3 years from Start Up, 3.5 year from Delivery), Spare Mechanical Seal, Test within 20% of rated speed. NPSHr curve to be plotted on test curve. Performance Test must include 8 plotted points. (lb) wt.
Total Item Net Price USD		
Estimated Lead Time		19-21 weeks
Quote Validity		60 Days
These prices are based on the equipment being released for construction by		Q1 2019
Payment Terms		NET60

PERFORMANCE ON DESIGN CURVE AT 1770 RPM

	Shut Off	Design [2]	Run Out [5]		
Flow (USGPM)	0.0	650.0	0.0	Best Efficiency	85.40 % at 650.0 USgpm
TDH-Bowl (ft)	529.0	371.0	0.0	Design Flow % BEP	100.00 %
TDH-Disch Flange (ft)	528.3	368.9	0.0	Pump Efficiency	84.62 %
Bowl Efficiency (%)	-	85.40	-	Overall Efficiency	0.00 %
Guaranteed Bowl Efficiency (%)	-	81.13	-	NOL Power	73.8 Hp at 801.0 USgpm
Power (Hp)	-	71.3	-	Guaranteed NOL Power	85.6 Hp at 801.0 USgpm
Guaranteed Power (Hp)	-	82.7	-	Max Power (NOL) at Max Trim	84.2 Hp at 854.0 USgpm
NPSHr (ft) [1]	-	8.5	-	Guaranteed Max Power (NOL) at Max Trim	97.7 Hp at 854.0 USgpm
NPSH Margin (ft) [1]	-	34.0	-	Specified NPSH Ratio	1.1
Hydraulic Thrust(lb)	3703.0	2597.0	0.0	Thrust Load Power Loss	0.37320 Hp
Thrust (lb)	4162.0	2978.4	0.0	Total Flow Derate Factor	1.00
Pressure-Bowl (psi)	229.0	160.6	0.0	Total Head Derate Factor	1.00
Pressure-Disch Flange (psi)	228.7	159.7	0.0	Total Efficiency Derate Factor	1.00
Min Submergence (Inch) [3]	-	27.44	-	Actual Submergence	124.37 in
Friction Loss (ft) [4]	-	1.34	0.00	Shaft Friction Power Loss	0.02 Hp
Lineshaft Elongation (Inch)	0.00459	0.00322	-	Min Flow (MCSF)	162.0 USgpm
Column Elongation (Inch)	0.00017	0.00010	-	kWh per 1000 gal	0.00000
Lateral (Inch)	0.13442	0.13312	-	Impeller Running Clearance	0.13 in

[1] at 1st impeller eye [2] rated values [3] from bottom of pump [4] from bowl to disch flange [5] based on user entered TDH

OPERATING CONDITIONS

Specified Flow	650.00 USgpm
Design TDH (Bowl)	371.0 ft
Rated Speed	1770 RPM
Atmospheric Pressure	14.70 psi
TPL	10.36 ft
Can Length	129.00 in
NPSHa at 1st Impeller	42.5 ft
NPSHa at Grade	33.9 ft

FLUID CHARACTERISTICS

Fluid	Water
Fluid Temperature	68.0 °F
Specific Gravity	1.0000
Viscosity	1.0017 cP
Vapor Pressure	0.3393 psi
Density	62 lbs/ft³

MATERIALS & DIMENSIONS

Bowl Data

Bowl Material	Cast Iron with Glass Enamel
Bowl Material Derate Factor	1.00
Impeller Material	316SS
Impeller Matl Derate Factor	1.00
Bowl Shaft Material	416SS
Impeller Attachment	Taper Lock
Taper Lock Material	416SS
Discharge Bowl Material	Cast Iron
Suction Type	Bell
Suction Material	Cast Iron
Bowl Bolting Material	316SS
Sand Collar	304SS
Pipe Plug	Iron
Suction Bearing	Bronze
Discharge Bowl Bearing	Bronze
Intermediate Bowl Bearing	Bronze
Strainer Type	Clip-On Bell Type Strainer
Strainer Material	316LSS

Bowl Data

Tube Adapter Bearing	Not Included
Impeller Trim	7.75 in
Max Impeller Trim	8.13 in
Thrust K-Factor	7.00 Lb/Ft
Bowl Pressure Limit	440 psi
Available Lateral	0.88 in
Bowl Assembly Length (BL)	84.55 in
Disch Bowl Length OLS (O1)	5.38 in
Disch Bowl Length ELS (L2)	5.75 in
Bowl Shaft Diameter	1 11/16" [42.9 mm]
Impeller Balance	Dynamic Two Plane Balance
Impeller Design	Enclosed
Bowl Wear Ring	Not Included
Impeller Wear Ring	Not Included
Suction Pipe Diameter	No Suction Pipe
Bowl Diameter (D)	11.50 in
Bowl Length (L3)	9.88 in

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Bowl Data

Bowl Flange Diameter (A)	4.88 in
Bowl Flange Thickness (E)	6.38 in
Strainer Length (SL)	1.00 in
Floor Clearance (X)	8.00 in
Min Column Diameter	6 in

Bowl Data

Max Column Diameter	10 in
Max Bowl Shaft Diameter	1.69 in
Bowl Shaft Length	89.53 in
Bowl Shaft Power Limit	384.14 Hp

Bowl Specials

Column Data

Column Type	Threaded
Column Diameter	6" [152mm]
Lineshaft Diameter	1 3/16 in [30.2 mm]
Column Pipe Material	Carbon Steel
Lineshaft Material	416SS
Lineshaft Bearing Material	Not Applicable
Lineshaft Coupling Type	Threaded
Lineshaft Coupling Material	416SS
Column Loss	0.27 ft
Lineshaft Sleeve	Not Included
Column Bearing Retainer	Not Applicable
Column Bearing Options	Not Included
Column Retainer Design	Not Included

Column Data

Maximum Bearing Spacing	5 ft (1.5 m) Spacing
Max Column Section Length	60 in
Fabrication Welding Option	Not Included
Column Length (COL)	39.82 in
Column Wall Thickness	0.28 in
Column Load	497.1 lb
Lubrication Method	Water (Open Lineshaft)
Lineshaft Length	39.82 in
Head Sleeve	Not Included
Lineshaft Power Limit	127 Hp

Column Specials

Head & Can Data

Head Type	Type FL (Fabricated L-Head / Can with Suction)
Discharge Flange Rating	300 #
Disch Flange Pressure Limit	740 psi
Head Design	One Piece Head
Discharge Head Material	Carbon steel
Headshaft Material	416SS
Headshaft Coupling Type	Type AR Rigid
Headshaft Diameter (BX)	1.19 in
Discharge Head Size	6" [152mm]
Discharge Head BD	12" [305mm]
Sealing Method	Mechanical Seal
Tension Plate	Not Included
Mechanical Seal	Chesterton 155 1DCW
Seal Provided By	Xylem
Seal Mounted By	Customer
Stuffing Box / Seal Hsg Bolt	316SS
Stuffing Box / Seal Hsg Brg	Bronze
Seal Housing Material	Cast iron
Steel Sub Base	Not Included
Head Loss	1.08 ft
150# Disch Companion Flg	Not Included

Head & Can Data

300 # Suct Convenience Flg	No suction flange
Column Hanger Flange	Not Included
Head Sleeve	Not Included
Head Bolting	316SS
Split Gland	316SS
Motor Stand	Not included
Air Vacuum Valves	Not Included
Fabrication Welding Option	Section IX Welding Only
Can Diameter	18 inch [457mm] Can
Can Length	129.00 in
Can Material	Carbon Steel
Can Bolting	316SS
Suction Flange Rating	150 #
Suction Flange Pressure Limit	285.00 psi
Inlet Suction Size	10" [254mm]
Can Mounting	Standard
Inlet on Can	Included
Fabrication Welding Option	Section IX Welding Only
Suction Inlet Velocity	2.64 ft/s
Can Internal Velocity	1.61 ft/s

Head & Can Specials

VFD Rated Head

Motor Data

Driver Type	Vertical Hollow Shaft Motor
Motor Manufacturer	
Motor Speed	1770 RPM
Phase / Frequency	

Motor Data

Enclosure	
Motor Frame	
Inverter Duty	
Steady Bushing	

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SUBMITTAL

Quote ID: 3302-190723-022:0:1 QTY: 1
VIC-FLTM 11CLC, 7 Stages
Triangle Pump

Motor Data

Motor Coupling	
Insulation Class	
Service Factor	
Motor Provided By	Xylem
Motor Mounted By	Customer
HP Rating	60 Hp
Speed [Poles]	1800 rpm [4 pole]
Thrust Level	100% HT
BD	10.0 in
BX / U	1.19 in
Enclosure	WPI
Efficiency / Config	Premium Inverter Duty

Motor Data

Coupling	NRR w/ Steady Bushing
Winding Thermal	Thermistors
Options 1	Shaft Grounding Ring & Insulated Bearing (Upper)
Options 2	Special Balance
Mfg Catalog Number	
Motor Part Number	
Driver Size Criteria	Max power on design curve (NOL)
Allow Service Factor	No

Coating Data

Bowl OD	Tnemec Series 91-H20 primer 8 mils (NSF) Tnemec Series 22 Epoxoline Finish coat 16 mils (Color must be specified)
Column ID	Tnemec Series 91-H20 primer 8 mils (NSF) Tnemec Series 22 Epoxoline Finish coat 16 mils (Color must be specified)
Column OD	Tnemec Series 91-H20 primer 8 mils (NSF) Tnemec Series 22 Epoxoline Finish coat 16 mils (Color must be specified)
Column Bearing Retainer	Not Included
Can ID	Tnemec Series 91-H20 primer 8 mils (NSF) Tnemec Series 22 Epoxoline Finish coat 16 mils (Color must be specified)

Coating Data

Can OD	Tnemec Series 91-H20 primer 8 mils (NSF) Tnemec Series 22 Epoxoline Finish coat 16 mils (Color must be specified)
Head ID	Tnemec Series 91-H20 primer 8 mils (NSF) Tnemec Series 22 Epoxoline Finish coat 16 mils (Color must be specified)
Head OD	Tnemec Series 91-H20 primer 8 mils (NSF) Tnemec Series 22 Epoxoline Finish coat 16 mils (Color must be specified)
Enclosing Tube OD	Not Included
Steel Sub Base	Not Included

Testing Data

Performance Testing	Complete Pump	Non-Witness	Lab Motor	Full Speed	Vibration
Acceptance Grade	2U				
Hydrostatic Testing	Suction Can	Non-Witness			

Miscellaneous Specials

Critical Speed Analysis
Extended Warranty (3 years from Start Up, 3.5 year from Delivery)
Spare Mechanical Seal
Test within 20% of rated speed. NPSHr curve to be plotted on test curve. Performance Test must include 8 plotted points.

Weight Data

Total Bowl Weight	833 lbs
Unit Bowl Weight	240 lbs / 97 lbs
Strainer Weight	11 lbs
Total Column Weight	104 lbs
Unit Column Weight	26 lbs

Weight Data

Head Weight	508 lbs
Total Can Weight	1082 lbs
Total Weight	3327 lbs
Total Rotating Weight	199 lbs

INFO, WARNING & ERROR MESSAGES

Our offer does not include specific review and incorporation of any Statutory or Regulatory Requirements and the offer is limited to the requirements of the design specifications. Should any Statutory or Regulatory requirements need to be reviewed and incorporated then the Customer is responsible to identify those and provide copies for review and revision of our offer.

Our quotation is offered in accordance with our comments and exceptions identified in our proposal and governed by our standard terms and conditions of sale – Xylem Americas attached hereafter.

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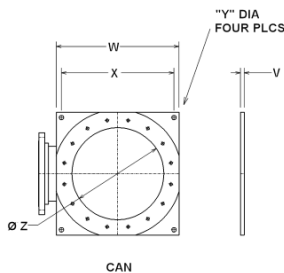
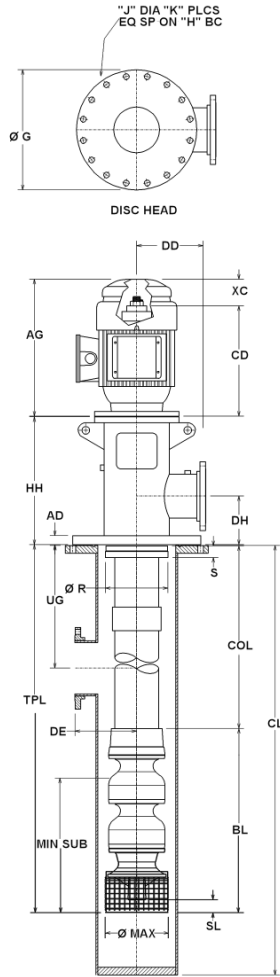
For units requiring performance test, all performance tests will be conducted per ANSI/HI 14.6 standards unless otherwise noted in the selection software submittal documents. Test results meeting with grade 2B tolerances for pumps with a rated shaft power of 134HP or less and grade 1B for greater than 134HP will be considered passing.

Customer is responsible for verifying that the recommendations made and the materials selected are satisfactory for the Customer's intended environment and Customer's use of the selected pump. Customer is responsible for determining the suitability of Xylem recommendations for all operating conditions within Customer's and/or End User's control. Xylem disclaims all warranties, express or implied warranties, including, but not limited to, warranties of merchantability and fitness for a particular purpose and all express warranties other than the limited express warranty set forth in the attached standard terms and conditions of sale – Xylem Americas attached hereafter.

Xylem does not guarantee any pump intake configuration. The hydraulic and structural adequacies of these structures are the sole responsibility of the Customer or his representatives. Further, Xylem accepts no liability arising out of unsatisfactory pump intake field operating conditions. The Customer or his representatives are referred to the Hydraulic Institute Standards for recommendations on pump intake design. To optimize the hydraulic design of a field pump intake configuration, the Customer should strongly consider performing a detailed scale model pump intake study. However, the adequacies of these recommendations are the sole responsibility of the Customer.

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DIMENSIONS

Dim G [Mounting Flange Dia]:	25.00 in
J [Mounting Flange Hole Dia]	1.25 in
K [Mounting Hole Places]	16
H [Mounting Flange Bolt Circle]	22.75 in
BD Head [Discharge Head Base Dia]	12.00 in
HH [Head Height]	37.50 in
AD [Mounting Flange Thickness]	1.88 in
DD [Disch Flange Stickout]	15.50 in
DH [Disch Flange Height]	8.50 in
S [Hanger Flange Stickdown Length]	1.81 in
R [Hanger Flange OD]	10.25 in
Dim UG [Underground Suction]	10.00 in
Column Length (COL)	39.82 in
COL [Column Diameter]	6.00 in
TPL [Total Pump Length]	124.37 in
MIN SUB [Minimum Submergence]	27.44 in
MAX [Max Assembly OD]	12.13 in
CL [Can Length]	129.00 in
CAN [Can Diameter]	18.00 in
BL [Bowl Assembly Length]	84.55 in
DE [VIC Suction Flange Stickout]	15.00 in
SL [Suction Length]	1.00 in
Discharge Flange	6"-300#
Suction Inlet Flange	10"-150#
Can Mounting Flange	18"-150#

PUMP DATA

Column Diameter	6" [152mm]
Lineshaft Diameter	1 3/16 in [30.2 mm]
Specified Flow	650.00 USgpm
Specified TDH	347.00 ft
Motor Manufacturer	
Driver Type	Vertical Hollow Shaft Motor
Motor Speed	1770 RPM
Phase / Frequency	

WEIGHTS

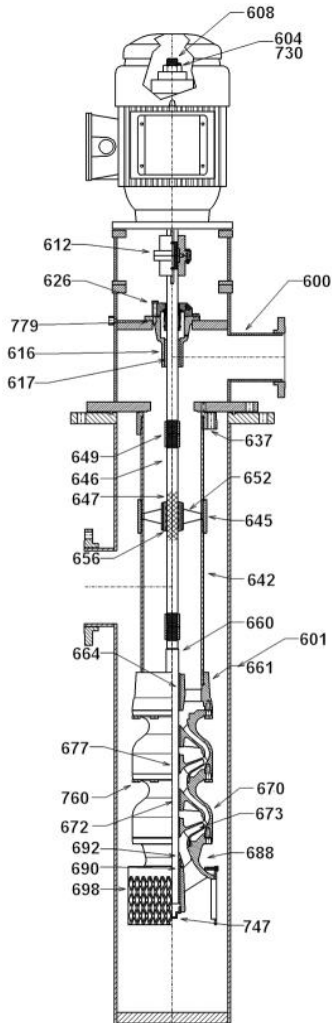
Total Bowl Weight	833 lbs
Unit Bowl Weight	240 lbs / 97 lbs
Strainer Weight	11 lbs
Total Column Weight	104 lbs
Unit Column Weight	26 lbs
Head Weight	508 lbs
Total Can Weight	1082 lbs
Total Weight	3327 lbs
Total Rotating Weight	199 lbs

NOTES

1	Total Pump Length \pm 1.0 inch.
2	Tolerance on all dimensions is .12 or \pm .12 inch per 5 ft, whichever is greater.
3	All dimensions shown are in inches unless otherwise specified.
4	Drawing not to scale.
5	1/2" NPT – Gauge Conn (plugged)
6	Driver may be rotated at 90° intervals about vertical centerline for details refer to driver dimension drawing.
7	Refer to product IOM for impeller setting requirements.
8	This assembly has been designed so that its natural frequency responses avoid the specific operating speeds by an adequate safety margin. The design has assumed the foundation to be rigid.

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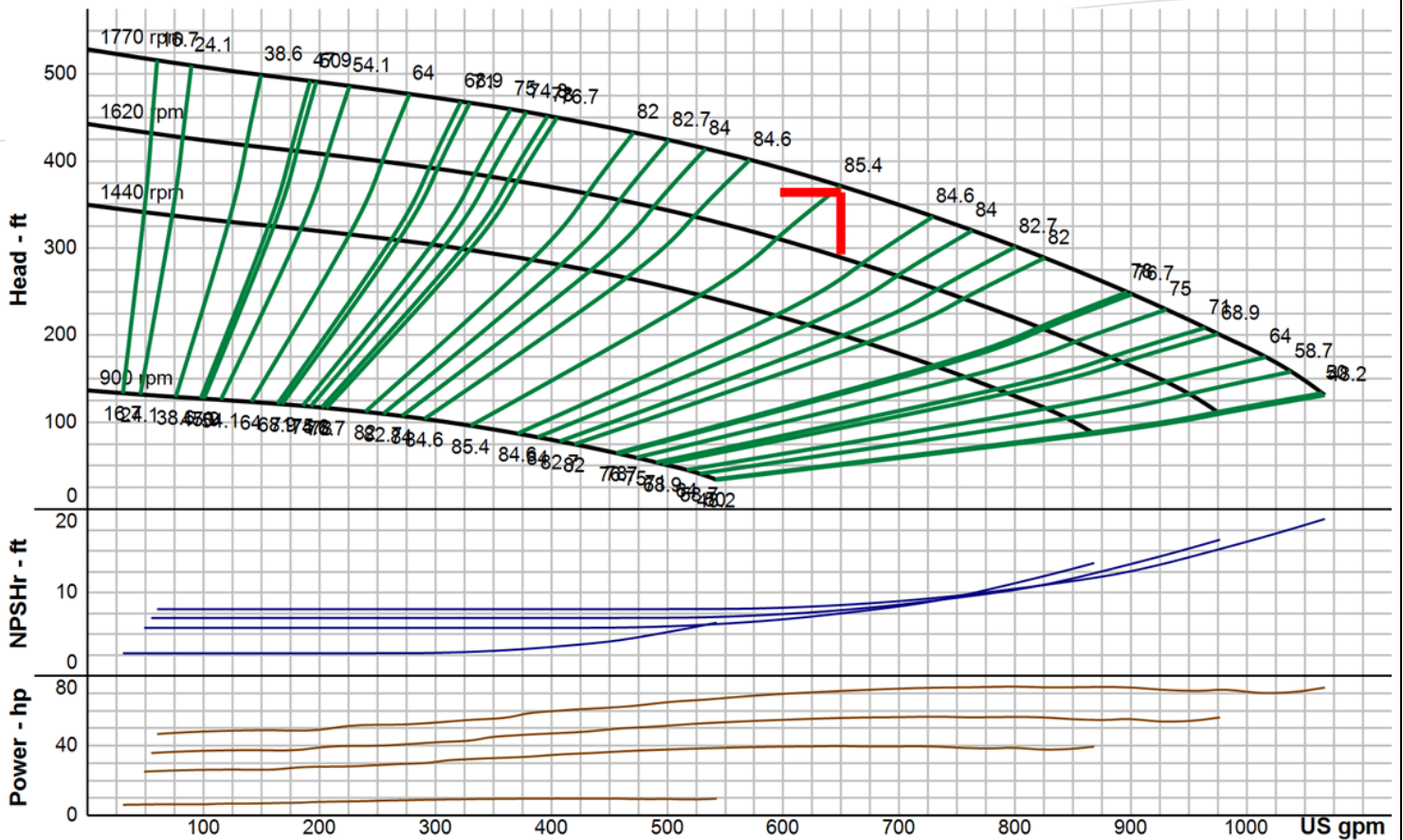


BILL OF MATERIALS

ITEM	PART NAME	CODE	MATERIAL	ASTM#
Head Assembly				
608	Headshaft	2227	SST 416	A582 S41600
600	Head-Discharge	9645	Carbon Steel Fab	A53
602	Sub Base	N/A	Not Included	N/A
604	Nut - Adjusting	2242	Carbon Steel 1018	A108
605	Motor Stand	NA	NA	NA
612	Coupling Assembly	5932	Carbon Steel 1215 Zinc	A108
616	Housing	1003	Cast Iron CI30	A48 CLASS 30B
617	Bearing-Housing	1618	Bronze Bismuth	B584 Modified
618	Gland-Split	1203	SST 316	A744M
625	Tension Plate	N/A	Not Included	N/A
626	Mechanical Seal	0000	Chesterton 155 1DCW	
637	Hanger Flange	N/A	Not Included	N/A
648	Headshaft Sleeve	N/A	N/A	N/A
730	Key-Motor Gib	2242	Carbon Steel 1018	A108
760	Head Bolting	2229	SST 316	A276
779	Gasket-Housing	5136	Acrylic/Nitrile	5136 REV 4
Column Assembly				
642	Column Pipe	6501	Black Pipe Sch 40	A 53
645	Column - Coupling	9645	Carbon Steel Fab	A53
646	Lineshaft	2227	SST 416	A582 S41600
649	Lineshaft-Coupling	2265	SST 416	A582M
652	Retainer-Bearing	N/A	Not Applicable	N/A
656	Lineshaft Bearing	NA	Not Applicable	NA
Bowl Assembly				
660	Shaft - Bowl	2227	SST 416	A582 S41600
661	Discharge Bowl	1003	Cast Iron CI30	A48 CLASS 30B
664	Bearing - Discharge Bowl	1618	Bronze Bismuth	B584 Modified
668	Bearing Tube Adapt	N/A	Not Included	N/A
670	Bowl - Intermediate	6911	Cast Iron CI30 Enamel	A48
672	Bearing - Intermediate Bowl	1618	Bronze Bismuth	B584 Modified
673	Impeller	1203	SST 316	A744M
677	Taper Lock-Impeller	2217	SST 416	A582M
680	Wear Ring-Bowl	N/A	Not Included	N/A
681	Wear Ring - Impeller	NA	Not Included	NA
688	Suction	1003	Cast Iron CI30	A48 CLASS 30B
690	Bearing - Suction	1109	Bronze C90300 "G" Mod	B584
692	Sandcollar	1205	SST 304	A744M
698	Strainer	3216	SST 316L	A240
747	Pipe Plug	1046	Malleable Iron	A197
760	Capscrew-Hex	2229	SST 316	A276
Can Assembly				
601	Can	9645	Carbon Steel Fab	A53
760	Capscrew-Hex	2229	SST 316	A276
NA	300 # Suct Convenience Flg	NA	NA	NA

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Curve & hydraulic data presented is nominal performance based on ANSI/HI 14.6 acceptance grade 2U.

Design values are guaranteed within the following tolerances: Flow 0% to + 16%, Head 0% to + 10%, and optionally either Power + 16% or Efficiency - 5% at manufacturer's discretion.

Specified NPSH available is insufficient for the pump.

CURVE DATA

Specified Flow	650.00 USgpm	Shut Off TDH (Disch Flange)	528.3 ft	Recommended Power	100.00 Hp
Specified TDH	347.00 ft	Shut Off Pressure (Bowl)	229.0 psi	Allow Service Factor	No
Rated Speed	1770 RPM	Shut Off Pressure (Disch Flange)	228.7 psi	kWh per 1000 gal	0.00000
Atmospheric Pressure	14.70 psi	Bowl Efficiency at Design	85.40 %	NPSHr at Design	8.5 ft
Can Length	129.00 in	Guaranteed Bowl Efficiency	81.13 %	NPSH Margin at Design	34.0 ft
NPSHa at Grade	33.9 ft	Best Efficiency	85.40 %	Min Submergence at Design	27.44 in
NPSHa at 1st Impeller	42.5 ft	BEP Flow	650.0 USgpm	Actual Submergence	124.37 in
Fluid	Water	Design Flow % BEP	100.00 %	Thrust at Design	2978.4 lb
Fluid Temperature	68.0 °F	Pump Efficiency	84.62 %	Thrust at Shut Off	4162.0 lb
Specific Gravity	1.0000	Friction Loss at Design	1.34 ft	Bowl Material	Cast Iron with Glass Enamel
Viscosity	1.0017 cP	Power at Design	71.3 Hp	Bowl Material Derate Factor	1.00
Vapor Pressure	0.3393 psi	Guaranteed Power	82.7 Hp	Impeller Material	316SS
Density	62 lbs/ft³	NOL Power	73.8 Hp	Impeller Matl Derate Factor	1.00
Design Flow	650.0 USgpm	Guaranteed NOL Power	85.6 Hp	Total Flow Derate Factor	1.00
Min Flow (MCSF)	162.0 USgpm	Max Power (NOL) Flow	801.0 USgpm	Total Head Derate Factor	1.00
Design TDH (Bowl)	371.0 ft	Max Power (NOL) at Max Trim	84.2 Hp	Total Efficiency Derate Factor	1.00
Design TDH (Disch Flange)	368.9 ft	Guaranteed Max Power (NOL) at Max Trim	97.7 Hp	Curve ID	E6412CCPC3
Design Pressure (Bowl)	160.6 psi	Max Power (NOL) Flow at Max Trim	854.0 USgpm		
Design Pressure (Disch Flange)	159.7 psi				
Shut Off TDH (Bowl)	529.0 ft				

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any of the provisions or requirements of this Agreement within ten (10) calendar days after being notified in writing of such default by Seller, Seller may, by written notice to Buyer, without prejudice to any other rights or remedies which Seller may have, terminate its further performance of this Agreement. In the event of such termination, Seller shall be entitled to receive payment as if Buyer has cancelled the Agreement as per the preceding paragraph. Seller may nevertheless elect to complete its performance of this Agreement by any means it chooses. Buyer agrees to be responsible for any additional costs incurred by Seller in so doing. Upon termination of this Agreement, the rights, obligations and liabilities of the parties which shall have arisen or been incurred under this Agreement prior to its termination shall survive such termination.

12. Drawings. All drawings are the property of Seller. Seller does not supply detailed or shop working drawings of the goods; however, Seller will supply necessary installation drawings. The drawings and bulletin illustrations submitted with Seller's quotation show general type, arrangement and approximate dimensions of the goods to be furnished for Buyer's information only and Seller makes no representation or warranty regarding their accuracy. Unless expressly stated to the contrary within the quotation or sales form, all drawings, illustrations, specifications or diagrams form no part of this Agreement. Seller reserves the right to alter such details in design or arrangement of its goods which, in its judgment, constitute an improvement in construction, application or operation. All engineering information necessary for installation of the goods shall be forwarded by Seller to Buyer to upon Buyer's acceptance of this Agreement. After Buyer's acceptance of this Agreement, any changes in the type of goods, the arrangement of the goods, or application of the goods requested by Buyer will be made at Buyer's expense. Instructions necessary for installation, operating and maintenance will be supplied when the goods are shipped.

13. Proprietary Information, Injunction. Seller's designs, illustrations, drawings, specifications, technical data, catalogues, "know-how", economic or other business or manufacturing information (collectively "Proprietary Information") disclosed to Buyer shall be deemed proprietary and confidential to Seller. Buyer agrees not to disclose, use, or reproduce any Proprietary Information without first having obtained Seller's express written consent. Buyer's agreement to refrain from disclosing, using or reproducing Proprietary Information shall survive completion of the work under this Agreement. Buyer acknowledges that its improper disclosure of Proprietary Information to any third party will result in Seller's suffering irreparable harm. Seller may seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure.

14. Installation and Start-up. Unless otherwise agreed to in writing by Seller, installation shall be the sole responsibility of Buyer. Where start-up service is required with respect to the goods purchased hereunder, it must be performed by Seller's authorized personnel or agents; otherwise, the Warranty is void. In the event Buyer has engaged Seller to provide an engineer for start-up supervision, such engineer will function in a supervisory capacity only and Seller shall have no responsibility for the quality of workmanship of the installation. In any event, Buyer understands and agrees that it shall furnish, at Buyer's expense, all necessary foundations, supplies, labor and facilities that might be required to install and operate the goods.

15. Specifications; Back-charges. Changes in specifications requested by Buyer are subject to approval in writing by Seller. In the event such changes are approved, the price for the goods and the delivery schedule shall be changed to reflect such changes.

Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

16. Buyer Warranty. Buyer warrants the accuracy of any and all information relating to the details of its operating conditions, including temperatures, pressures, and where applicable, the nature of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information prove inaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller.

17. Minimum Order. Seller reserves the right to refuse to process any order that does not meet quantity requirements that Seller may establish for any given product or group of products.

18. Quality Levels. Prices are based on quality levels commensurate with normal processing. If a different quality level is required, Buyer must specify its requirements, as approved in writing by Seller, and pay any additional costs that may be applicable.

19. Product Recalls. In cases where Buyer purchases for resale, Buyer shall take all reasonable steps (including, without limitation, those measures prescribed by the seller): (a) to ensure that all customers of the Buyer and authorized repairers who own or use affected products are advised of every applicable recall campaign of which the Buyer is notified by the Seller; (b) to ensure that modifications notified to Buyer by Seller by means of service campaigns, recall campaigns, service programmes or otherwise are made with respect to any products sold or serviced by Buyer to its customers or authorized repairers. The reimbursement of Buyer for parts and labor used in making those modifications shall be as set forth in the campaign or program instructions. Without the prior consent of the Seller, the Buyer shall not disclose to any third party the information contained in service campaign, recall campaign or service programme literature. Should Buyer fail to perform any of the actions required under this section, Seller shall have the right to obtain names and address of the Buyer's customers and shall be entitled to get into direct contact with such customers.

20. GOVERNING LAW. THE TERMS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE JURISDICTION WHERE SELLER'S OFFICE IS LOCATED TO WHICH THIS ORDER HAS BEEN SUBMITTED (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

21. Export Regulation. Seller's products, including any software, documentation and any related technical data included with, or contained in, or utilized by such products or deliverables, may be subject to applicable export laws and regulations, including United States Export Administration Regulations, and Buyer shall comply with all such applicable laws and regulations. In particular, the Buyer shall not, and shall not permit any third parties to, directly or indirectly, export, re-export or release any product to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any product is prohibited by applicable law, regulation or rule. The Buyer shall be responsible for any breach of this Section 20.

22. Titles. The section titles are for reference only, and shall not limit or restrict the interpretation or construction of this Agreement.

23. Waiver. Seller's failure to insist, in any one or more instances, upon Buyer's performance of this Agreement, or to exercise any rights conferred, shall not constitute a waiver or relinquishment of any such right or right to insist upon Buyer's performance in any other regard.

24. Severability. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: August 15, 2019 AB19-041	
Resolution authorizing the purchase of a utility truck for Public Works	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	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): Not to exceed \$53,829	Public Works – Seth Boettcher	x
Fund Source: General Equipment Fund	Court – Stephanie Metcalf	
Timeline: August 2019-October 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; Budget Sheet, Truck Quote		
<p>SUMMARY STATEMENT:</p> <p>The Public Works Department has budgeted for a new truck. The increase in number of staff in the Public Works Department requires them to purchase a new truck in order to adequately provide vehicles for the staff.</p> <p>Staff is recommending purchasing the 2019 Ram 1500 Classic Tradesman 4x4 identified in the Vehicle Quote attached to the Resolution. The purchase of this truck will be around \$27,068.09 at the Washington State Department of Enterprise Services contract price. There will be additional costs for caution lights, City logo, toolbox, and potentially other attachments.</p> <p>FISCAL NOTE (Finance Department): The 2019 budget includes \$53,829 from the Public Works General Equipment Replacement fund that can be used for the new truck and appurtenances.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee reviewed on August 6 th and recommended bringing to full council.		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 19-1312, authorizing the purchase of a new 2019 Dodge Ram 1500 Classic Tradesman 4x4 from Northsound Dwayne Lane.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
August 15, 2019		

RESOLUTION NO. 19-1312

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE PURCHASE OF A NEW TRUCK FOR
PUBLIC WORKS**

WHEREAS, the Public Works Department has had an increase in staff and requires an additional truck to adequately meet the transportation needs of the department; and

WHEREAS, the 2019 Public Works budget includes \$53,829.00 for a new truck and appurtenances; and

WHEREAS, the Public Works staff obtained a quote from the Washington State Department of Enterprise Services, coming in at \$27, 068.09 to be purchased from Northsound Dwayne Lane; and

WHEREAS, there will be additional costs for caution lights, City logo, toolbox, and potentially other attachments; and

WHEREAS, the truck proposed was determined to be the best truck for the money;

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

Section 1. Pursuant to previously budgeted purchasing authority, the Public Works department is authorized to purchase the new 2019 Dodge Ram 1500 Classic Tradesman 4x4 identified in the attached vehicle quote for \$27,068.09.

Section 2. The truck shall be paid for with money from the Public Works General Equipment Fund for the truck and additional appurtenances not exceeding \$53,829.00.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON,
AT A REGULAR MEETING THERE OF, THIS 15TH DAY OF AUGUST 2019.**

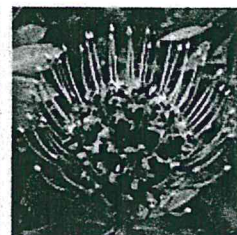
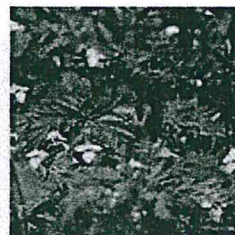
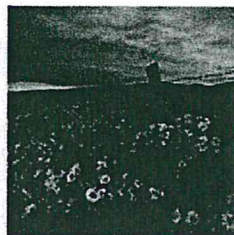
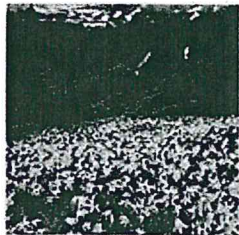
CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

Public Works Equipment Replacement Fund 510-200	2016 Actual	2017 Actual	2018 Budget	2018 Thru August	2019 Budget	Budget \$ Change	Budget % Change
EXPENDITURES							
Truck and Equipment	42,840		40,000	34,175	40,000		
Purchase Back hoe					130,000	130,000	
Various Mowers and Equipment	7,170		15,000	4,240		(15,000)	-100.0%
Computers and Radios	2,026		11,378			(11,378)	-100.0%
W Technology			10,000			(10,000)	-100.0%
Major Maintenance on Equip.		65	25,000	3,414		(25,000)	-100.0%
Subtotal PW Equipment Expenditures	52,035	65	101,378	41,828	170,000	68,622	67.7%
Ending Cash and Investments	204,319	258,647	206,269	271,723	87,269	(119,000)	-57.7%
Total PW Equipment Uses	\$256,354	\$258,712	\$307,647	\$313,551	\$257,269	(\$50,378)	-16.4%



Police Equipment Replacement Fund 510-300	2016 Actual	2017 Actual	2018 Budget	2018 Thru August	2019 Budget	Budget \$ Change	Budget % Change
REVENUE							
Beginning Cash and Investments	26,487	26,331	6,934	6,934	57,934	51,000	735.5%
Investment Interest	114	281	50	348	500	450	900.0%
Surplus Sales		-	3,000	1,600	3,000		
Power Loan for Police Cars (4 in 2017)		160,000					
Transfer in from REET I					55,000	55,000	
Subtotal Police Equipment Revenue	114	160,281	3,050	1,948	58,500	55,450	1818.0%
Total Police Equipment Sources	\$26,601	\$186,612	\$9,984	\$8,882	\$116,434	\$106,450	1066.2%

Police Equipment Replacement Fund 510-300	2016 Actual	2017 Actual	2018 Budget	2018 Thru August	2019 Budget	Budget \$ Change	Budget % Change
EXPENDITURES							
Replace Police Vehicles		179,524	403		105,000	104,597	25954.6%
Surplus Costs Police	270	155	1,000	475	1,000		
Police Radios			8,581		10,434	1,853	21.6%
Subtotal Police Equip Expenditures	270	179,678	9,984	475	116,434	106,450	1066.2%
Ending Cash and Investments	26,331	6,934		8,407			
Total Police Equipment Uses	\$26,601	\$186,612	\$9,984	\$8,882	\$116,434	\$106,450	1066.2%

Vehicle Quote Number: 2019-8-9 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916	Dealer Contact: Mike O'Donnell
Dealer: Northsound Dwayne Lane (W1675)	Dealer Phone: (425) 551-4905 Ext:
10515 Evergreen Way	Dealer Email: fleet@dwaynelane.com
Everett WA 98204	

Organization Information

Organization: BLACK DIAMOND, CITY OF - 21705
Email: rpeters@blackdiamondwa.gov
Quote Notes:
Vehicle Location: BLACK DIAMOND

Color Options & Qty

Bright White Clear Coat (PW7) - 1
Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2019-0858-001	2019 Ram 1500 Classic Tradesman 4x4	1	\$22,385.00	\$22,385.00
2019-0858-012	2019 Ram 1500 Classic Tradesman 4x4 Quad Cab (140inch WB 6ft 4in Box) with 3.6L V6 24V VVT Engine, 8spd Auto 845RE Trans and 3.21 Rear Axle Ratio (DS6L41) (22B). Includes Power Windows and Locks with NO Remotes, and Power Heated Mirrors.	1	\$2,200.00	\$2,200.00

Quote Totals

Total Vehicles:	1
Sub Total:	\$24,585.00
10.1 % Sales Tax:	\$2,483.09
Quote Total:	\$27,068.09

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: August 15, 2019	AB19-042
Resolution awarding bid and contract for Variable Frequency Drive Control Panel Purchase for Pump Station Reconstruction	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): \$42,082.00	Public Works – Seth Boettcher	X
Fund Source: Water Supply Facility Funding Agreement	Court – Stephanie Metcalf	
Timeline: August-January 2020		
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, Cost Estimate, Bid, CIP Sheet		
<p>SUMMARY STATEMENT: The City requested proposals for the manufacture and storage of variable frequency drive control panels and enclosures for future delivery and installation by a separate contract. The City requested lump sum bids for this equipment.</p> <p>BID PROCESS: Public Works staff utilized the City’s Small Works Roster to solicit bids from contractors on July 23rd, 2019. A total of 4 bids were received on July 23, 2019. Process Solutions, Inc. provided the lowest responsive bid at \$42,082.50. The 4 bids ranged from \$42,082.50 to \$59,109.90. The City’s estimate for construction of this project was \$96,295.00.</p> <p>FISCAL NOTE (Finance Department): The Pump Station Reconstruction Project is a phase of the Springs Rehabilitation and is funded by Water Supply Facility Funding Agreement.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee reviewed August 6th and recommended bringing to full council.		
RECOMMENDED ACTION: A motion to adopt Resolution 19-1313 authorizing the Mayor to execute an agreement with Process Solutions, Inc. to provide the variable frequency drive control panel for upcoming WSFFA pump station reconstruction project.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 15, 2019		

RESOLUTION NO. 19-1313

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON TO
SIGN A CONTRACT TO PROVIDE A VARIABLE
FREQUENCY DRIVE DUAL PUMP CONTROL PANEL.**

WHEREAS, the City has planned and budgeted for the Variable Frequency Drive Control Panels which is part of the larger Springs Rehabilitation Project; and

WHEREAS, the City solicited bids through the City's small works roster and received four bids on July 23rd, 2019; and

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

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

Section 1. The Mayor is hereby authorized to award the bid for the Variable Frequency Drive Control Panels to Process Solutions, Inc. in the amount of \$42,082.50 for the construction of this project and authorize the Mayor and execute a contract for the same.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 15TH DAY OF AUGUST, 2019.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND

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

PUBLIC WORKS CONTRACT SMALL WORKS

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

North Bank Pump Station Variable Frequency Drives and Enclosures
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: Seth Boettcher
Phone: (360) 851-4446
Fax: (360) 851-4501

CONTRACTOR:

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

5. **Notice of Award.** Contractor shall provide a performance bond 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 August 1, 2019. Upon timely receipt of the bond and statement of intent to pay prevailing wage rates, the City will thereafter have ten (10) days to issue a notice of award. The Contractor shall have the equipment complete, operational, and ready for acceptance within 100 consecutive working days from the respective date of

Notice of Award. The deadline for completion of work may be extended, if the notice of award is delayed. The contract will stay in full force and effect until all obligations of the contract are satisfied.

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

A. In general.

- (1) Responsible for 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.
- (2) Documents incorporated by reference. All terms and specifications contained in any Request for Bids that was issued by the City as part of determining the awarding of this Contract are hereby incorporated by reference and must be complied with by Contractor, unless one or more of such terms and specifications are expressly amended or waived in writing by the City. The contract documents that the contractor shall comply with are: (1) this contract (2) the City's Construction Standards; (3) the most recent WSDOT Standard Specs for Road, Bridge and Municipal Construction; (4) Contractor's proposal; (5) the solicitation for bids including the plans and special provisions.
- (3) 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.
- (4) 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.
- (5) Contractor's Responsibility. Contractor will prosecute the project in accordance with instructions, descriptions and/or plans and specifications provided by the City. Contractor shall carry on the work at its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to the work and/or materials before its final completion and acceptance, repair or replace forthwith the work and/or materials so injured, damaged or destroyed, at his own expense and to the satisfaction of the City.
- (6) 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 July 23, 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) 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.
- (3) Schedule of Work to be followed. The project shall be completed by December 31, 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.
- (4) 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.
- (5) Project Administration/Notice of Award. 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 of Award has been given by the City.

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 as specified in Division 18 of the Technical Specifications and the attached Bid Form/Scope of Work at the bid amounts.

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

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

8. Payment

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

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

Initial: _____ (Contractor)

In lieu of a performance and payment bond, the Contractor may request, in writing, that the City retain an additional 10% 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 and as determined by Revised Code of Washington (RCW) 39.08.010(3).

- A. If Contractor chooses to withhold extra retainage, the Contractor will still be required to provide a Maintenance Bond for a period of two years upon notification of physical completion from the Contracting Agency. The project will not be accepted until a Maintenance Bond is provided by the contractor.

10. **Retainage.** Pursuant to Chapter 60.28 RCW, a sum of five percent (5%) of the monies earned by Contractor will be retained from progress payments. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82, and (2) the claims of any person arising under the Contract. No final payment or release of any retainage will be made until Contractor and each subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7 or other approved form) that has been certified by the industrial statistician of the Department of Labor and Industries. Also the retainage will not be released until the City has received certification that the Department of Revenue has received due payment of applicable taxes. Once the City has received certification from appropriate departments of the state of Washington, 45 days has passed from the date of acceptance of the Project and the City has not received any claims against the Project, then the City will release the retainage.
11. **Changes.** After execution of the Contract, changes in the Project may be accomplished by change order. The City, without invalidating the Contract, may order changes in the Project within the general scope of the Contract consisting of additions, deletions or other revisions, the contract sum and Contract completion date being adjusted accordingly. Change orders shall be in writing signed by the Parties.
12. **Termination of Contract.** This Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, Contractor shall not be entitled to receive any further payments under the Contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to Contractor. Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.
13. **Responsibility Criteria and Verification by Contractor.** Pursuant to Chapter 39.04 RCW, the following requirements are part of this Contract:
- A. *Responsibility Criteria.*
- (1) Eligibility to be awarded contract. Contractor hereby certifies that Contractor meets the following responsibility criteria:
- a. Contractor has a certificate of registration in compliance with chapter 18.27 RCW;
 - b. Contractor has a current state unified business identifier number;
 - c. If applicable, Contractor has industrial insurance coverage for Contractor's employees working in Washington as required under Title 51 RCW; an

employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and

- d. Contractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

B. *Requirement to verify subcontractors.* Contractor verifies the responsibility criteria contained above for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors and that each subcontractor verify the responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement must be included in every subcontract of every tier.

14. **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 _____, 2019.

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)

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: _____

ELECTRICAL CONSTRUCTION COST ESTIMATE										SHEET NO: 1	
						BASIS FOR ESTIMATE CODE A (NO DESIGN COMPLETED) CODE B (PRELIMINARY DESIGN) x CODE C (FINAL DESIGN) CONCEPTUAL					
Project: North Bank BPS Upgrades				NO: 518.179				ESTIMATOR: MWB			
Client: City of Black Diamond								DATE: 7/9/19			
SUMMARY: Pre-Purchased VFD equipment				QUANTITY		MATERIAL		LABOR		TOTAL	
AUTO SUMMARY				NO.	UNIT	PER		PER			
				UNITS	MEAS.	UNIT	TOTAL	UNIT	TOTAL		COST
MOTOR CONTROL COMPONENTS							\$72,163		\$6,175		\$78,338
SUBTOTALS							\$72,163		\$6,175		\$78,338
MISCELLANEOUS							(0)%				
TAX							(8.6)%				\$6,206
MOBILIZATION							(0)%				
CONTRACTOR OVERHEAD (5)% & PROFIT (10)%							(15)%				\$11,751
TOTAL											\$96,295

REQUEST FOR BIDS

CITY OF BLACK DIAMOND

North Bank Pump Station

Variable Frequency Drives and Enclosures (Pre-Purchase)

BID FORM, SCOPE OF WORK, AND SPECIAL PROVISIONS

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

1. The undersigned hereby certifies that he/she has examined bid documents for the City of Black Diamond North Bank Pump Station Variable Frequency Drives and Enclosures (Pre-Purchase) Project and is familiar with the local conditions at the location of the work to be done, and has read and thoroughly understands the work that the City requires to be completed, the Contract governing the work and the method by which payment will be made for said work in accordance with the City Contract at the proposed bid prices contained herein.
2. The bid shall be awarded by the sum of the total of the bids for the 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

No.

Addendum Receipt Date

Signed Acknowledgement

1.

July 22, 2019

Richard Delmonte, P.E.

2.

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

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

BASE BID					
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	QTY	TOTAL
1	Electrical \$ 2 VFD panels per spec _____ Per LS Unit Price in Words	LS	\$ 38,680.00	1	\$ 38,680.00
2	As-Built \$ As build dwgs _____ Per LS Unit Price in Words	LS	\$ 70.00	1	\$ 38,750.00
Subtotal					\$ 38,750.00
Tax (8.6%)					\$ 3332.50
TOTAL AMOUNT BID					\$ 42,082.50

Process Solutions, Inc.

Bidder

July 23, 2019

Date

PROCES1931R

Contractor's License No.

17-549-0689

Contractor's DUNS No.

By

Authorized Official

DAVID CRUMPLEY

Address:

Process Solutions, Inc.

7112 265th St NW

Stanwood, WA 98292

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.