



CITY OF BLACK DIAMOND

October 15, 2020 Regular Business Meeting Agenda

**THIS IS OFFERED AS A ZOOM MEETING ONLY.
CALL IN AND JOINING INFORMATION FOLLOWS:**

Zoom link to join meeting:

<https://zoom.us/j/4454477047?pwd=eGxRY3ZEeU14SVM2cGRBcUxCSjdmZz09>

(Note: You do not need a web cam to join the meeting, but you will need audio to hear the proceedings.)

Meeting ID: 445 447 7047

Password: Council

3

Telephone dial in options:

+1 253 215 8782 US (Tacoma)

+1 206 337 9723 US (Seattle)

Meeting ID: 445 447 7047

Password: 426953 (phone in only)

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

AGENDA REVIEW AND APPROVAL:

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

CONSENT AGENDA:

- 1) Claim Checks** – October 15, 2020 Check No. 49219 through 49259 and EFTs in the amount of \$500,742.86
- 2) Minutes** – Work Session of September 10, 2020, Special Meeting of September 24, 2020, and Council Meeting of October 1, 2020

PUBLIC COMMENTS: There will be no oral public comment at this meeting. Only written comment will be accepted and shall be included with the minutes. Written public comment should be submitted by email to bmartinez@blackdiamondwa.gov by 5:00 p.m. on October 14, 2020. The public is asked to include "PUBLIC COMMENT 10/15/20" in the subject line. Public comment should include name and city of commenter.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

- 3) AB20-070** – Resolution Awarding Low Bid on the Springs North Bank Pump Station Upgrade Project to McClure and Sons, Inc. Mr. Boettcher
- 4) AB20-071** – Resolution Awarding the Work for the Roberts Drive Pedestrian Lighting Installation to Transportation Systems Mr. Boettcher

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

- Councilmember O'Donnell
- Councilmember Paige
- Councilmember Deady
- Councilmember Oglesbee
- Councilmember Wisnoski
- Councilmember Stout
- Councilmember de Leon

ATTORNEY REPORT:

EXECUTIVE SESSION:

ADJOURNMENT:



CERTIFICATION

Date: **October 15, 2020 Council Meeting**

Check No.'s / EFT	Batch Name	Check / EFT Date	Amount
-	September EFT Batch	9/1/2020 - 9/30/2020	\$ 17,275.67
49219-49259	2nd October Batch	10/16/2020	\$ 483,467.19
			\$
		TOTAL	\$ 500,742.86

**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

October 7, 2020

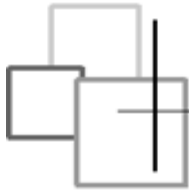
DATE

COUNCILMEMBERS:

CAROL BENSON, MAYOR

DATE

DATE:



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Dept of Licensing-Firearms Online				
	EFT Payment 9/8/2020 10:49:42 AM - 1			
	09082020 DOL	9/8/2020	2020 - September - Sept EFT Batch for 10.15.2020 Council	
		Service through 09/08/2020		
		633-000-000-589-90-00-11	DOL- Firearms EFT Payments	\$129.00
		Concealed Pistol License		
	Total 09082020 DOL			\$129.00
	Total EFT Payment 9/8/2020 10:49:42 AM - 1			\$129.00
	EFT Payment 9/10/2020 10:52:04 AM - 1			
	09102020 DOL	10/7/2020	2020 - September - Sept EFT Batch for 10.15.2020 Council	
		Service through 9/10/2020		
		633-000-000-589-90-00-11	DOL- Firearms EFT Payments	\$18.00
		Concealed Pistol License		
	Total 09102020 DOL			\$18.00
	Total EFT Payment 9/10/2020 10:52:04 AM - 1			\$18.00
	EFT Payment 09/28/2020 11:00:06 AM - 1			
	09282020 DOL	9/28/2020	2020 - September - Sept EFT Batch for 10.15.2020 Council	
		Service through 09/28/2020		
		633-000-000-589-90-00-11	DOL- Firearms EFT Payments	\$54.00
		Concealed Pistol License		
	Total 09282020 DOL			\$54.00
	Total EFT Payment 09/28/2020 11:00:06 AM - 1			\$54.00
Total Dept of Licensing-Firearms Online				\$201.00
First Bankcard				
	EFT Payment 09/21/2020 11:00:36 AM - 1			
	Chatterson 09212020	9/21/2020	2020 - September - Sept EFT Batch for 10.15.2020 Council	
		001-000-210-521-10-48-01	PD-Vehicle/Eq. Mtc. & Repair	\$64.19
		Oil Change Veh 2		
		001-000-210-521-10-48-01	PD-Vehicle/Eq. Mtc. & Repair	\$82.05
		Oil Change Veh 39		
	Total Chatterson 09212020			\$146.24

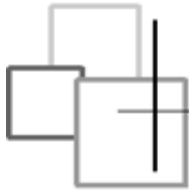
Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	EFT Payment 09/21/2020 11:00:36 AM - 1	9/21/2020	2020 - September - Sept EFT Batch for 10.15.2020 Council	
	Clifton 09212020			
	001-000-240-558-51-49-01		Memberships	\$145.00
			International Code Council	
	Total Clifton 09212020			\$145.00
	EFT Payment 09/21/2020 11:00:36 AM - 1	9/21/2020	2020 - September - Sept EFT Batch for 10.15.2020 Council	
	Cote 09212020			
	001-000-210-521-10-31-00		PD-Operating Supplies	\$325.77
			Adjustable Computer Stand	
	Total Cote 09212020			\$325.77
	EFT Payment 09/21/2020 11:00:36 AM - 1	9/21/2020	2020 - September - Sept EFT Batch for 10.15.2020 Council	
	Crooker 09212020			
	001-000-210-521-10-48-01		PD-Vehicle/Eq. Mtc. & Repair	\$90.74
			Oil Chg 2011 Chev Tahoe	
	Total Crooker 09212020			\$90.74
	EFT Payment 09/21/2020 11:00:36 AM - 1	9/21/2020	2020 - September - Sept EFT Batch for 10.15.2020 Council	
	Dal Santo 09212020			
	001-000-270-576-80-48-02		Parks Maintenance Repairs	\$775.93
			Rental - Temp Fencing	
	401-000-000-534-80-48-02		Water System Rep & Mtc-Ext/Int	\$597.66
			Pump Rebuild Kit	
	Total Dal Santo 09212020			\$1,373.59
	EFT Payment 09/21/2020 11:00:36 AM - 1	9/21/2020	2020 - September - Sept EFT Batch for 10.15.2020 Council	
	Esping 09212020			
	001-000-181-518-30-48-00		Facility-Vehicle Mtc. & Repair	\$13.00
			Car Wash	
	001-000-193-525-60-31-02		EM Mgmt Fed COVID PPE Supplies	\$85.78
			Supplies - Telecommuters	
	001-000-193-525-60-31-02		EM Mgmt Fed COVID PPE Supplies	\$37.55
			Hand Sanitizer	
	001-000-215-521-10-31-00		Marine Operating Supplies VRF	\$30.73
			Marine Flares	
	001-000-215-521-10-31-00		Marine Operating Supplies VRF	\$6.58
			Cup Holder	
	001-000-215-521-10-48-00		Repairs and Maintenance VRF	\$32.95
			Hull Cleaner	
	001-000-215-521-10-48-00		Repairs and Maintenance VRF	\$34.72
			Oil	

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
	Account Number		Title	
	001-000-215-521-10-48-00		Repairs and Maintenance VRF	\$212.33
	Propeller			
	001-000-270-576-80-31-03		Parks Operating Supplies	\$16.45
	Cable Connectors			
	101-000-000-544-90-31-00		PW Clearing Acct-Supplies	\$2.10
	Bottled Water			
	101-000-000-544-90-31-00		PW Clearing Acct-Supplies	\$2.10
	Bottled Water			
	101-000-000-544-90-31-00		PW Clearing Acct-Supplies	\$2.10
	Bottled Water			
	Total Esping 09212020			\$476.39
	EFT Payment 09/21/2020 11:00:36			
	AM - 1	9/21/2020	2020 - September - Sept EFT Batch for 10.15.2020 Council	
	Kiblinger 09212020			
	001-000-000-369-81-00-00		Cash Over/Short	\$15.00
	Personal chg in error, to Be Reimbursed by Employee			
	001-000-000-369-81-00-00		Cash Over/Short	\$15.00
	Personal chg in error, to Be Reimbursed by Employee			
	001-000-210-521-10-49-02		PD-Memberships	\$194.39
	Amazon Prime Membership			
	001-000-210-594-21-64-05		Traffic Safety Equipment-Grant only	\$300.00
	Tracking for Speed Signs			
	Total Kiblinger 09212020			\$524.39
	EFT Payment 09/21/2020 11:00:36			
	AM - 1	9/21/2020	2020 - September - Sept EFT Batch for 10.15.2020 Council	
	Martinez 09212020			
	001-000-145-518-80-41-10		Cloud storage & Comp	\$1,545.11
	Secure Cloud Backup - through 9/2020			
	Total Martinez 09212020			\$1,545.11
	EFT Payment 09/21/2020 11:00:36			
	AM - 1	9/21/2020	2020 - September - Sept EFT Batch for 10.15.2020 Council	
	Metcalf 09212020			
	001-000-120-512-50-42-03		Postage	\$138.00
	Postage			
	001-000-193-525-60-49-03		EM Mgmt FED COVID It. Tech Costs	\$260.53
	Zoom meeting			
	Total Metcalf 09212020			\$398.53
	EFT Payment 09/21/2020 11:00:36			
	AM - 1	9/21/2020	2020 - September - Sept EFT Batch for 10.15.2020 Council	
	O'Neill 09212020			
	001-000-193-525-60-31-02		EM Mgmt Fed COVID PPE Supplies	\$30.00
	EM - IT Security for Aug 2020			

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
		001-000-214-521-20-48-04	NetMotion Maintenance Mobile Units	\$60.00
		PD - IT Security for Aug 2020		
	Total O'Neill 09212020			\$90.00
	EFT Payment 09/21/2020 11:00:36 AM - 1	9/21/2020	2020 - September - Sept EFT Batch for 10.15.2020 Council	
	Redd 09212020			
		001-000-246-558-70-49-00	Miscellaneous	\$14.65
		Working Lunch		
		001-000-246-558-70-49-00	Miscellaneous	\$36.99
		Meeting Supplies		
	Total Redd 09212020			\$51.64
	EFT Payment 09/21/2020 11:00:36 AM - 1	9/21/2020	2020 - September - Sept EFT Batch for 10.15.2020 Council	
	Reed 09212020			
		001-000-193-594-25-64-00	EM Mgmt FED COVID It SERVER	\$1,400.00
		Adaptors		
	Total Reed 09212020			\$1,400.00
	EFT Payment 09/21/2020 11:00:36 AM - 1	9/21/2020	2020 - September - Sept EFT Batch for 10.15.2020 Council	
	Sharif 09212020			
		001-000-210-521-10-31-04	PD-Uniforms	\$254.10
		Boots & Pants		
	Total Sharif 09212020			\$254.10
	Total EFT Payment 09/21/2020 11:00:36 AM - 1			\$6,821.50
	Total First Bankcard			\$6,821.50
Invoice Cloud				
	EFT Payment 9/09/2020 11:01:24 AM - 1	9/9/2020	2020 - September - Sept EFT Batch for 10.15.2020 Council	
	09092020 IC			
	August 2020 Service			
		001-000-210-521-10-49-04	PD-Bank Analysis Fees/Merch CC Fees	\$25.00
		PD Online Portal		
		001-000-240-558-51-49-05	Bank Analysis Fees/Merch CC Fees	\$25.00
		CD Online Portal		
		401-000-000-534-80-49-50	Bank Analysis Fees/Merch CC/ Lien Fees	\$52.90
		Water Online Portal & Misc		
		407-000-000-535-80-49-50	Bank Analysis Fees/Merch CC/ Lien Fees	\$52.90
		Sewer Online Portal & Misc		
		410-000-000-531-10-49-50	Bank Analysis Fees/Merch CC/ Lien Fees	\$9.20

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			Storm Online Portal & Misc	
	Total 09092020 IC			\$165.00
	Total EFT Payment 9/09/2020 11:01:24 AM - 1			\$165.00
Total Invoice Cloud				\$165.00
Merchant Card Services / Vantive Holding, LLC				
	EFT Payment 09/10/2020 11:01:56 AM - 1	9/10/2020	2020 - September - Sept EFT Batch for 10.15.2020 Council	
	09102020 MCS			
	August 2020 Service			
	001-000-270-576-80-49-01		Bank Analysis Fees/Merch CC Fees	\$345.17
			Lake Sawyer Pay Station	
	Total 09102020 MCS			\$345.17
	Total EFT Payment 09/10/2020 11:01:56 AM - 1			\$345.17
Total Merchant Card Services / Vantive Holding, LLC				\$345.17
U.S. Postal Service (Black Diamond)				
	EFT Payment 9/01/2020 11:02:24 AM - 1	9/1/2020	2020 - September - Sept EFT Batch for 10.15.2020 Council	
	U.S. Postal Service BD			
	August 2020 Utility Bulk Mail			
	401-000-000-534-80-42-01		Postage	\$202.71
	407-000-000-535-80-42-01		Postage	\$202.72
	410-000-000-531-10-42-01		Postage	\$35.25
	Total U.S. Postal Service BD			\$440.68
	Total EFT Payment 9/01/2020 11:02:24 AM - 1			\$440.68
Total U.S. Postal Service (Black Diamond)				\$440.68
US Bank Equipment Finance				
	EFT Payment 9/21/2020 11:03:02 AM - 1	9/20/2020	2020 - September - Sept EFT Batch for 10.15.2020 Council	
	423331867			
	8/20 - 9/20 Service			
	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		City Hall/Comm Deve Copier Lease	\$960.82
			Pool 1 - CH	

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
	Account Number		Title	
	001-000-254-518-20-45-04		City Hall/Comm Deve Copier Lease	\$0.69
	Sales & Use Tax			
	001-000-254-518-20-45-04		City Hall/Comm Deve Copier Lease	\$8.00
	Supply Freight			
	001-000-254-518-20-45-04		City Hall/Comm Deve Copier Lease	\$115.85
	Sales & Use Tax			
	Total 423331867			\$1,471.42
	Total EFT Payment 9/21/2020 11:03:02 AM - 1			\$1,471.42
	Total US Bank Equipment Finance			\$1,471.42
Washington State Department of Revenue				
	EFT Payment 9/22/2020 11:03:34 AM - 1			
		9/22/2020	2020 - September - Sept EFT Batch for 10.15.2020 Council	
	09222020 DOR			
	August 2020 Excise Tax			
	001-000-193-525-60-49-03		EM Mgmt FED COVID It. Tech Costs	\$383.78
	Sales Tax Payable - 1st Bankcard - SHI			
	001-000-210-521-10-31-00		PD-Operating Supplies	\$21.07
	Sales Tax Payable - Positive Concepts			
	310-000-011-594-18-64-00		Gen Gvt-Pc related Hardware	\$383.78
	Sales Tax Payable - 1st Bankcard - SHI			
	401-000-000-534-80-44-01		State of WA Utility Excise Tax	\$315.82
	B&O Tax: Water			
	401-000-000-534-80-44-01		State of WA Utility Excise Tax	\$5,233.33
	Utility Tax: Water			
	407-000-000-535-80-44-01		State of WA Excise Tax	\$244.87
	B&O Tax: Sewer			
	407-000-000-535-80-44-01		State of WA Excise Tax	\$3,222.69
	Utility Tax: Sewer			
	407-000-000-535-80-44-01		State of WA Excise Tax	(\$2,242.02)
	Utility Tax: Sewer(KC Credit)			
	410-000-000-531-10-44-01		State of Wa Excise Tax	\$267.58
	B&O Tax: Storm			
	Total 09222020 DOR			\$7,830.90
	Total EFT Payment 9/22/2020 11:03:34 AM - 1			\$7,830.90
	Total Washington State Department of Revenue			\$7,830.90
	Vendor Count 7		Grand Total	\$17,275.67



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
AHBL, Inc.				
	49219	6/30/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	120134			
		June 2020 Service		
		001-000-257-558-70-49-00	MDRT-Bldg Ins/Plan Ex/Official	\$25,015.00
	Total 120134			\$25,015.00
	49219	7/31/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	120799			
		July 2020 Service		
		001-000-257-558-70-49-00	MDRT-Bldg Ins/Plan Ex/Official	\$18,995.00
	Total 120799			\$18,995.00
	Total 49219			\$44,010.00
Total AHBL, Inc.				\$44,010.00
Amazon Capital Services, Inc.				
	49220	8/29/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	14JR-CR46-9R3J			
		MDRT - Supplies		
		001-000-246-558-70-31-00	Office Supplies	\$83.93
		Paper		
	Total 14JR-CR46-9R3J			\$83.93
	49220	9/29/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	19NF-PCXW-MHL3			
		IT - Covid Server Supplies		
		001-000-193-594-25-64-00	EM Mgmt FED COVID It SERVER	\$319.74
	Total 19NF-PCXW-MHL3			\$319.74
	49220	8/30/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	1F4R-T93F-YLY3			
		MDRT - Supplies		
		001-000-246-558-70-31-00	Office Supplies	\$7.47
		Markers		
	Total 1F4R-T93F-YLY3			\$7.47

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	49220	10/5/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	1G93-TNMW-R733			
	EM- Supplies for Telecommuter			
	001-000-193-525-60-31-02		EM Mgmt Fed COVID PPE Supplies	\$69.26
			Toner for Telecommuter	
	Total 1G93-TNMW-R733			\$69.26
	49220	7/20/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	1LML-CQL6-1WP1 ADJ			
	EM- Correct over payment			
	001-000-193-525-60-31-02		EM Mgmt Fed COVID PPE Supplies	(\$299.72)
			Credit for dup payment - Masks	
	Total 1LML-CQL6-1WP1 ADJ			(\$299.72)
	49220	8/19/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	1RVT-PJMW-MFYF			
	IT - Covid Computer Supplies			
	001-000-193-525-60-35-00		EM Mgmt FED COVID-tools & Eq	\$2,192.94
	Total 1RVT-PJMW-MFYF			\$2,192.94
	49220	8/29/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	1TYG-JMHL-VGRG			
	MDRT - Supplies			
	001-000-246-558-70-31-00		Office Supplies	\$27.89
			Expanding A-Z File	
	Total 1TYG-JMHL-VGRG			\$27.89
	Total 49220			\$2,401.51
Total Amazon Capital Services, Inc.				\$2,401.51
Belfor USA Group, Inc				
	49221	10/2/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	10022020 BU			
	Com Dev - Refund Overpayment			
	001-000-240-345-83-00-00		Plan Check Review Fees	\$42.00
			Refund overpayment of Roof Replacent Permit	
	Total 10022020 BU			\$42.00
	Total 49221			\$42.00
Total Belfor USA Group, Inc				\$42.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Blueline				
	49222	8/7/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	19403			
		July 2020 Service		
		001-000-240-558-60-41-01	Prof Serv- Long Range Planning	\$5,511.00
			Housing Needs Assessment	
	Total 19403			\$5,511.00
	Total 49222			\$5,511.00
Total Blueline				\$5,511.00
CallTower, Inc.				
	49223	9/26/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	200576986			
		September 2020 Service		
		001-000-120-512-50-42-00	Telephone/DSL	\$180.69
			Court Telephone	
		001-000-214-521-20-42-00	Police Tele/web/DSL/Air Cards	\$542.06
			Police Telephone	
		001-000-240-558-51-42-00	Telephone	\$222.30
			Comm Dev Telephone	
		001-000-246-558-70-42-01	Telephones	\$138.45
			MDRT Telephone	
		001-000-254-518-20-42-00	Facilities-Telephones	\$394.48
			City Hall Telephone	
		001-000-270-576-80-42-00	Telephone/DSL/Radios	\$10.02
			4% Parks Telephone	
		001-000-280-536-20-42-00	Telephone, DSL & Radios	\$5.01
			2% Cemetary Telephone	
		101-000-000-542-30-42-01	Telephone/DSL/Radios	\$55.12
			22% Streets Telephone	
		401-000-000-534-80-42-00	Telephone/DSL/Radios	\$60.13
			24% Water Telephone	
		407-000-000-535-80-42-00	Telephone/DSL/Radios	\$60.13
			24% Sewer Telephone	
		410-000-000-531-10-42-00	Telephone/DSL/Radios	\$60.12
			24% Drainage Telephone	
	Total 200576986			\$1,728.51
	Total 49223			\$1,728.51
Total CallTower, Inc.				\$1,728.51

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

49224	124244 09302020 CH	9/30/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	CH - Fuel September 2020			
	001-000-181-518-30-32-00		Fuel	\$96.00
	Facilities Clearing			
	001-000-215-521-10-32-00		Marine Fuel VRF	\$122.95
	VRF Grant			
	001-000-240-558-51-32-00		Fuel	\$36.46
	Com Dev			
	001-000-246-558-70-32-00		Fuel	\$119.32
	MDRT			
	001-000-270-576-80-32-00		Fuel	\$37.71
	PARKS 4%			
	001-000-280-536-20-32-00		Fuel	\$18.86
	CEMETERY 2%			
	101-000-000-543-50-32-00		Fuel	\$207.41
	STREETS 22%			
	401-000-000-534-80-32-00		Fuel	\$226.27
	WATER 24%			
	407-000-000-535-80-32-00		Fuel	\$226.27
	SEWER 24%			
	410-000-000-531-10-32-00		Fuel	\$226.27
	STORM WATER 24%			
	Total 124244 09302020 CH			\$1,317.52
49224	128275 09302020 PD	9/30/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	PD - Fuel September 2020			
	001-000-210-521-10-32-00		PD-Fuel	\$2,620.70
	Police			
	Total 128275 09302020 PD			\$2,620.70
Total 49224				\$3,938.22
Total CHS/Cenex				\$3,938.22

City of Black Diamond

49225	09302020 COBD	10/5/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	September 2020			
	001-000-212-521-50-47-01		Water	\$61.00
	2470.0 Police Water			

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
	Account Number		Title	
	001-000-212-521-50-47-02		Sewer	\$70.33
	2470.0 Police Sewer			
	001-000-212-521-50-47-03		Stormwater	\$97.50
	2470.0 Police Storm			
	001-000-248-518-20-47-01		MDRT BD Wtr, Swr, Storm	\$51.34
	2498.0 City Hall-MDRT (40%)			
	001-000-254-518-20-47-00		Facilities-Utilities	\$77.02
	2498.0 City Hall (60%)			
	001-000-270-575-30-47-01		Museum Water/Sewer/Storm	\$39.00
	1399.5 Museum-Storm			
	001-000-270-575-30-47-01		Museum Water/Sewer/Storm	\$221.37
	2070.0 Museum-Water/Sewer			
	001-000-270-575-51-47-01		Gym-Stormwater	\$39.00
	1399.1 Gym-Stormwater			
	001-000-270-575-51-47-02		Gym-Sewer	\$70.33
	1399.0 Gym-Sewer			
	001-000-270-575-51-47-03		Gym-Water	\$49.97
	1399.0 Gym-Water			
	001-000-270-576-80-47-01		Water	\$35.63
	2306.0 Coal Car-Water			
	001-000-270-576-80-47-01		Water	\$3.26
	1045.0 PW Shops-Water			
	001-000-270-576-80-47-01		Water	\$120.12
	1582.0 Eagle Creek-Water			
	001-000-270-576-80-47-02		Sewer	\$5.63
	1045.0 PW Shops-Sewer			
	001-000-270-576-80-47-03		Stormwater	\$14.04
	1045.0 PW Shops-Storm			
	001-000-270-576-80-47-03		Stormwater	\$117.00
	1399.2 Boat Launch-Storm			
	001-000-280-536-20-47-01		Water	\$36.07
	1457.0 Cemetery-Water			
	001-000-280-536-20-47-01		Water	\$0.82
	1045.0 PW Shops-Water			
	001-000-280-536-20-47-02		Sewer	\$1.41
	1045.0 PW Shops-Sewer			
	001-000-280-536-20-47-03		Stormwater	\$3.51
	1045.0 PW Shops-Storm			
	001-000-530-522-10-47-01		Water	\$35.80
	2200.0 Fire Dept-Water			
	001-000-530-522-10-47-02		Sewer	\$70.33
	2200.0 Fire Dept-Sewer			

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
	Account Number		Title	
	001-000-530-522-10-47-03		Stormwater	\$48.75
	1399.4 Fire Dept.-Storm			
	101-000-000-543-50-47-01		Water	\$6.12
	1045.0 PW Shops-Water			
	101-000-000-543-50-47-01		Water	\$55.65
	2983.0 Railroad Ave Irrig.			
	101-000-000-543-50-47-02		Sewer	\$10.55
	1045.0 PW Shops-Sewer			
	101-000-000-543-50-47-03		Stormwater	\$26.33
	1045.0 PW Shops-Storm			
	401-000-000-534-80-47-01		Water	\$10.20
	1045.0 PW Shops-Water			
	401-000-000-534-80-47-02		Sewer	\$17.58
	1045.0 PW Shops-Sewer			
	401-000-000-534-80-47-03		Stormwater	\$43.88
	1045.0 PW Shops-Storm			
	407-000-000-535-80-47-01		Water	\$10.20
	1045.0 PW Shops-Water			
	407-000-000-535-80-47-02		Sewer	\$17.58
	1045.0 PW Shops-Sewer			
	407-000-000-535-80-47-03		Stormwater	\$43.88
	1045.0 PW Shops-Storm			
	410-000-000-531-10-47-01		Water	\$10.19
	1045.0 PW Shops-Water			
	410-000-000-531-10-47-02		Sewer	\$17.57
	1045.0 PW Shops-Sewer			
	410-000-000-531-10-47-03		Stormwater	\$43.87
	1045.0 PW Shops-Storm			
	Total 09302020 COBD			\$1,582.83
	Total 49225			\$1,582.83
	Total City of Black Diamond			\$1,582.83
City of Lake Forest Park				
	49226	10/1/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	2020-Black Diamond			
	Dues 2021			
	001-000-210-521-10-49-02		PD-Memberships	\$400.00
	Coalition of Small Police Agencies			
	Total 2020-Black Diamond			\$400.00
	Total 49226			\$400.00
	Total City of Lake Forest Park			\$400.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Daniel & Nichole Barker				
	49227	10/5/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	10052020 DNB			
		Utility Refund		
		401-000-000-343-40-00-01	Water Charges	\$460.44
		Refund Acct 4048.0		
	Total 10052020 DNB			\$460.44
	Total 49227			\$460.44
	Total Daniel & Nichole Barker			\$460.44
Elena Kerrigan				
	49228	9/9/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	2020-0909			
		September 2020 Service		
		001-000-120-512-50-41-04	Court Interpreter	\$242.00
	Total 2020-0909			\$242.00
	Total 49228			\$242.00
	Total Elena Kerrigan			\$242.00
Enumclaw School District				
	49229	10/2/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	10022020			
		September 2020 Collection		
		637-000-000-589-30-00-00	School Mitigation Fee disbursement	\$272,405.00
		35 Single Family and 0 Multi Family		
	Total 10022020			\$272,405.00
	Total 49229			\$272,405.00
	Total Enumclaw School District			\$272,405.00
FCS Group				
	49230	9/25/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	3255-22009089			
		Service through 09/25/2020		
		310-000-036-522-10-41-00	Fire Services Study	\$8,741.25
	Total 3255-22009089			\$8,741.25
	Total 49230			\$8,741.25
	Total FCS Group			\$8,741.25

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Financial Consultants International Inc				
49231	16972	9/29/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
		PD- Veh Maint		
		510-000-300-594-21-64-00	Police Vehicles-replace	\$14,483.70
			Accessories 2020 Ford Explorer Vin #5732	
	Total 16972			\$14,483.70
49231	16977	10/2/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
		PD - Veh Maint		
		510-000-300-594-21-64-00	Police Vehicles-replace	\$14,592.60
			Accessories 2020 Ford Expidition Vin #5733	
	Total 16977			\$14,592.60
Total 49231				\$29,076.30
Total Financial Consultants International Inc				\$29,076.30
Gunderson Law Firm				
49232	1109	9/1/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
		August 2020 Service		
		001-000-151-515-41-41-04	Court Legal-Pros Attorney	\$3,400.00
			August 2020 Prosecution Services	
	Total 1109			\$3,400.00
49232	1114	10/1/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
		September 2020 Service		
		001-000-151-515-41-41-04	Court Legal-Pros Attorney	\$3,400.00
			September Prosecution Services	
		001-000-151-515-41-41-75	Crt-Pros- Adv & Misc Costs	\$360.00
			Expert Witness	
	Total 1114			\$3,760.00
Total 49232				\$7,160.00
Total Gunderson Law Firm				\$7,160.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
HWA GeoSciences Inc.				
	49233	9/25/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	30874			
		September 2020 Service		
		001-000-257-558-70-41-05	MDRT Geotech	\$1,800.00
	Total 30874			\$1,800.00
	Total 49233			\$1,800.00
Total HWA GeoSciences Inc.				\$1,800.00
Johnsons Home & Garden				
	49234	9/8/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	449375			
		PD - Marine Supplies		
		001-000-215-521-10-48-00	Repairs and Maintenance VRF	\$19.54
	Total 449375			\$19.54
	49234	9/22/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	449715			
		PW - Supplies		
		001-000-180-518-50-49-23	City Wellness Program	\$21.35
		September event - Bulb planting		
	Total 449715			\$21.35
	Total 49234			\$40.89
Total Johnsons Home & Garden				\$40.89
Joseph and Moriah Willits				
	49235	10/5/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	10052020 JMW			
		Utility Refund		
		401-000-000-343-40-00-01	Water Charges	\$275.01
		Refund Acct 4577.0		
	Total 10052020 JMW			\$275.01
	Total 49235			\$275.01
Total Joseph and Moriah Willits				\$275.01

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Kathleen Crampton				
	49236	10/5/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	10052020 KC			
		Utility Refund		
		401-000-000-343-40-00-01	Water Charges	\$26.23
		Refund Acct 2792.0		
	Total 10052020 KC			\$26.23
	Total 49236			\$26.23
	Total Kathleen Crampton			\$26.23
King County Finance - Wastewater Treat Div.				
	49237	10/1/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	30030310			
		October 2020 Service		
		407-000-000-535-80-41-04	Metro Sewer Charges	\$57,433.11
	Total 30030310			\$57,433.11
	Total 49237			\$57,433.11
	Total King County Finance - Wastewater Treat Div.			\$57,433.11
King County Prosecuting Attorney				
	49238	9/30/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	KCPA 09302020			
		September 2020 Court Remittance		
		633-000-100-589-30-00-00	Court Fees for King County	\$200.90
		Court Remittance		
	Total KCPA 09302020			\$200.90
	Total 49238			\$200.90
	Total King County Prosecuting Attorney			\$200.90
Larsen Sign Co.				
	49239	10/2/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	27671			
		PD - Veh Maint		
		510-000-300-594-21-64-00	Police Vehicles-replace	\$1,945.23
		Signage for 2020 Ford Explorers		
	Total 27671			\$1,945.23
	Total 49239			\$1,945.23
	Total Larsen Sign Co.			\$1,945.23

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Law Office of Krista White Swain				
	49240	9/25/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	09252020 KWS			
	September 2020 Service			
	001-000-120-512-50-41-00		Court Judge	\$3,600.00
	Total 09252020 KWS			\$3,600.00
	Total 49240			\$3,600.00
	Total Law Office of Krista White Swain			\$3,600.00
Mark Mackie				
	49241	10/5/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	10052020 MM			
	Utility Refund			
	401-000-000-343-40-00-01		Water Charges	\$265.33
	Refund Account 2771.0			
	Total 10052020 MM			\$265.33
	Total 49241			\$265.33
	Total Mark Mackie			\$265.33
Nathan Anderson				
	49242	10/5/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	10052020 NA			
	Utility Refund			
	401-000-000-343-40-00-01		Water Charges	\$46.70
	Refund Acct 3551.0			
	Total 10052020 NA			\$46.70
	Total 49242			\$46.70
	Total Nathan Anderson			\$46.70
Office Products Nationwide				
	49243	9/21/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	1114138-0			
	CH - Supplies			
	001-000-254-518-20-31-00		Facilities Operating Supplies	\$192.11
	Total 1114138-0			\$192.11

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	49243	9/24/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	1114722-0			
	CH - Supplies			
	001-000-180-518-50-31-00		Office Supplies City Hall	\$39.09
	Labels			
	Total 1114722-0			\$39.09
	49243	9/28/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	1115112-0			
	CH - Supplies			
	001-000-180-518-50-31-00		Office Supplies City Hall	\$275.14
	CH Office Supplies			
	Total 1115112-0			\$275.14
	Total 49243			\$506.34
	Total Office Products Nationwide			\$506.34
Orkin Commercial Services				
	49244	9/25/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	203288844			
	October 2020 Service			
	001-000-212-521-50-48-02		Police Bldg Repairs & Maintenance	\$99.37
	Total 203288844			\$99.37
	49244	9/25/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	203290470			
	October 2020 Service			
	001-000-248-518-20-49-01		MDRT Bldg Custodial Costs	\$31.94
	001-000-254-518-20-49-01		Facilities Bldg.Custodial & Maint.	\$95.80
	Total 203290470			\$127.74
	Total 49244			\$227.11
	Total Orkin Commercial Services			\$227.11
Severson's Building Maintenance				
	49245	9/30/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	576490			
	September 2020 Service			
	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 576490			\$1,125.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	49245	9/30/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	576491			
		September 2020 Service		
		001-000-212-521-50-41-03	Police Custodial Cost	\$625.00
			Police/Court Janitorial Services	
	Total 576491			\$625.00
	49245	9/30/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	576492			
		September 2020 Service		
		101-000-000-544-90-48-01	PW Clearing-shared Shop Cost	\$250.00
			PW Shop Janitorial Services	
	Total 576492			\$250.00
	Total 49245			\$2,000.00
	Total Severson's Building Maintenance			\$2,000.00
SHI International Corp.				
	49246	9/28/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	B12350441			
		IT - Gen Supplies		
		001-000-145-518-80-35-00	Small Tools & Minor Equipment	\$78.76
			Replacement Power Supply	
	Total B12350441			\$78.76
	49246	9/29/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	B12358453			
		IT - Covid Supplies		
		001-000-193-525-60-49-03	EM Mgmt FED COVID It. Tech Costs	\$1,084.91
			Replacement For Faulty Surface Pro 7	
	Total B12358453			\$1,084.91
	49246	9/30/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	B12365255			
		IT - Covid Tech Costs		
		001-000-193-525-60-35-00	EM Mgmt FED COVID-tools & Eq	\$772.67
			Net Motion Subscription - Telecommuters	
	Total B12365255			\$772.67
	Total 49246			\$1,936.34
	Total SHI International Corp.			\$1,936.34

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Shred-It USA LLC				
49247	8129635560	4/22/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	April 2020 Service			
	001-000-120-512-50-49-04		Shredding Services	\$22.25
	001-000-180-518-50-49-04		Shredding Services	\$22.25
	001-000-210-521-10-49-05		PD-Shredding Services	\$22.25
	Total 8129635560			\$66.75
49247	8129782763	5/22/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	May 2020 Service			
	001-000-120-512-50-49-04		Shredding Services	\$21.95
	001-000-180-518-50-49-04		Shredding Services	\$21.95
	001-000-210-521-10-49-05		PD-Shredding Services	\$21.95
	Total 8129782763			\$65.85
49247	8180319996	8/22/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	August 2020 Service			
	001-000-120-512-50-49-04		Shredding Services	\$21.75
	001-000-180-518-50-49-04		Shredding Services	\$21.75
	001-000-210-521-10-49-05		PD-Shredding Services	\$21.76
	Total 8180319996			\$65.26
49247	8180509536	9/22/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	September 2020 Service			
	001-000-120-512-50-49-04		Shredding Services	\$21.75
	001-000-180-518-50-49-04		Shredding Services	\$21.75
	001-000-210-521-10-49-05		PD-Shredding Services	\$21.76
	Total 8180509536			\$65.26
Total 49247				\$263.12
Total Shred-It USA LLC				\$263.12
Sound Uniform Solutions/Bratwear				
49248	202009SU602	9/29/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	001-000-210-521-10-31-04		PD-Uniforms	\$519.65

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		Uniforms - Keller		
	Total 202009SU602			\$519.65
	Total 49248			\$519.65
	Total Sound Uniform Solutions/Bratwear			\$519.65
South Correctional Entity				
	49249	9/18/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	4790			
		October 2019 Service		
		001-000-211-523-60-49-02	Prisoner Lang/ Medical Costs	\$5.70
		Outside Health Service		
	Total 4790			\$5.70
	Total 49249			\$5.70
	Total South Correctional Entity			\$5.70
Tacoma Public Utilities				
	49250	10/2/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	08312020 TPU			
		August 2020 Service		
		401-000-000-534-80-41-05	Tacoma Wholesale base Charge	\$6,032.23
		401-000-000-534-80-47-05	Tacoma Util- Water Purchase	\$4,048.52
	Total 08312020 TPU			\$10,080.75
	Total 49250			\$10,080.75
	Total Tacoma Public Utilities			\$10,080.75
The Estate of Lillian A. Whittlesey				
	49251	10/5/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	10052020 ELW			
		Utility Refund		
		401-000-000-343-40-00-01	Water Charges	\$55.34
		Refund Acct 3776.0		
	Total 10052020 ELW			\$55.34
	Total 49251			\$55.34
	Total The Estate of Lillian A. Whittlesey			\$55.34

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
TRM Wood Products Co. Inc.				
	49252	10/5/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	394319			
		PW - Supplies		
		101-000-000-542-64-31-01	Street Signs	\$370.11
	Total 394319			\$370.11
	49252	10/5/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	394320			
		PW - Returned Supplies		
		101-000-000-542-64-31-01	Street Signs	(\$74.02)
	Total 394320			(\$74.02)
	Total 49252			\$296.09
Total TRM Wood Products Co. Inc.				\$296.09
Utilities Underground Location Center				
	49253	9/30/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	090118			
		September 2020 Service		
		401-000-000-534-80-41-08	Locating Service	\$122.55
		95 locates		
	Total 090118			\$122.55
	Total 49253			\$122.55
Total Utilities Underground Location Center				\$122.55
VenTek International				
	49254	10/1/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	123402			
		September 2020 Service		
		001-000-270-576-80-41-02	Venue Pay Station	\$90.00
	Total 123402			\$90.00
	Total 49254			\$90.00
Total VenTek International				\$90.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Washington State Department of Ecology				
	49255	10/5/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	21-WAR045505-3			
	FY 7/1/2020 - 6/30/2021			
	410-000-000-531-10-41-04		Dept of Ecology - Stormwater Permit	\$3,645.68
	Total 21-WAR045505-3			\$3,645.68
	Total 49255			\$3,645.68
	Total Washington State Department of Ecology			\$3,645.68
Washington State Patrol				
	49256	10/5/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	I21001562			
	GG - Background Check			
	001-000-180-518-50-41-03		Misc hiring/Employment costs	\$11.00
	Total I21001562			\$11.00
	49256	10/5/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	I21001663			
	PD - Background Checks			
	001-000-214-521-20-42-02		WSP Access	\$145.75
	11 ea Background Checks			
	Total I21001663			\$145.75
	Total 49256			\$156.75
	Total Washington State Patrol			\$156.75
Washington State Treasurer				
	49257	9/30/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	WST 09302020			
	September 2020 Court Remittance			
	633-000-200-589-30-00-00		Court Fees for WA State Treasurer	\$13,894.21
	Court Remittance			
	Total WST 09302020			\$13,894.21
	49257	10/1/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	WST 10012020			
	3rd Qtr 2020 Building Fees			
	633-000-300-589-30-00-00		Bldg Permit Fees for State Treasurer	\$901.50

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		3rd Qtr 2020 Building Fees		
	Total WST 10012020			\$901.50
	Total 49257			\$14,795.71
Total Washington State Treasurer				\$14,795.71
Water Management Laboratories, Inc.				
	49258	9/22/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	188343			
	September 2020 Service			
	401-000-000-534-80-41-02		Water Testing and Sampling	\$21.00
	Total 188343			\$21.00
	Total 49258			\$21.00
Total Water Management Laboratories, Inc.				\$21.00
Williams Scotsman, Inc.				
	49259	10/1/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	8160172			
	October 2020 Rent			
	001-000-254-518-20-45-01		Facilities-Bldg Rental/Modspace	\$3,454.55
	CD Modular Rental			
	Total 8160172			\$3,454.55
	49259	10/1/2020	2020 - October - 2nd October Batch for 10.15.2020 Council	
	8160173			
	October 2020 Rent			
	001-000-248-518-20-45-01		MDRT-Bldg Rental-Modspace	\$1,958.05
	MDRT Modular Rental			
	Total 8160173			\$1,958.05
	Total 49259			\$5,412.60
Total Williams Scotsman, Inc.				\$5,412.60
	Vendor Count	41	Grand Total	\$483,467.19



Register

Fiscal: 2020

Deposit Period: 2020 - October, 2020 - September

Check Period: 2020 - October - 2nd October Batch for 10.15.2020 Council, 2020 - September - Sept EFT Batch for 10.15.2020 Council

Number	Name	Print Date	Clearing Date	Amount
Columbia Bank				
Check				
<u>49219</u>	AHBL, Inc.	10/16/2020		\$44,010.00
<u>49220</u>	Amazon Capital Services, Inc.	10/16/2020		\$2,401.51
<u>49221</u>	Belfor USA Group, Inc	10/16/2020		\$42.00
<u>49222</u>	Blueline	10/16/2020		\$5,511.00
<u>49223</u>	CallTower, Inc.	10/16/2020		\$1,728.51
<u>49224</u>	CHS/Cenex	10/16/2020		\$3,938.22
<u>49225</u>	City of Black Diamond	10/16/2020		\$1,582.83
<u>49226</u>	City of Lake Forest Park	10/16/2020		\$400.00
<u>49227</u>	Daniel & Nichole Barker	10/16/2020		\$460.44
<u>49228</u>	Elena Kerrigan	10/16/2020		\$242.00
<u>49229</u>	Enumclaw School District	10/16/2020		\$272,405.00
<u>49230</u>	FCS Group	10/16/2020		\$8,741.25
<u>49231</u>	Financial Consultants International Inc	10/16/2020		\$29,076.30
<u>49232</u>	Gunderson Law Firm	10/16/2020		\$7,160.00
<u>49233</u>	HWA GeoSciences Inc.	10/16/2020		\$1,800.00
<u>49234</u>	Johnsons Home & Garden	10/16/2020		\$40.89
<u>49235</u>	Joseph and Moriah Willits	10/16/2020		\$275.01
<u>49236</u>	Kathleen Crampton	10/16/2020		\$26.23
<u>49237</u>	King County Finance - Wastewater Treat Div.	10/16/2020		\$57,433.11
<u>49238</u>	King County Prosecuting Attorney	10/16/2020		\$200.90
<u>49239</u>	Larsen Sign Co.	10/16/2020		\$1,945.23
<u>49240</u>	Law Office of Krista White Swain	10/16/2020		\$3,600.00
<u>49241</u>	Mark Mackie	10/16/2020		\$265.33
<u>49242</u>	Nathan Anderson	10/16/2020		\$46.70
<u>49243</u>	Office Products Nationwide	10/16/2020		\$506.34
<u>49244</u>	Orkin Commercial Services	10/16/2020		\$227.11
<u>49245</u>	Severson's Building Maintenance	10/16/2020		\$2,000.00
<u>49246</u>	SHI International Corp.	10/16/2020		\$1,936.34
<u>49247</u>	Shred-It USA LLC	10/16/2020		\$263.12
<u>49248</u>	Sound Uniform Solutions/Bratwear	10/16/2020		\$519.65
<u>49249</u>	South Correctional Entity	10/16/2020		\$5.70
<u>49250</u>	Tacoma Public Utilities	10/16/2020		\$10,080.75
<u>49251</u>	The Estate of Lillian A. Whittlesey	10/16/2020		\$55.34
<u>49252</u>	TRM Wood Products Co. Inc.	10/16/2020		\$296.09
<u>49253</u>	Utilities Underground Location Center	10/16/2020		\$122.55
<u>49254</u>	VenTek International	10/16/2020		\$90.00

Number	Name	Print Date	Clearing Date	Amount
<u>49255</u>	Washington State Department of Ecology	10/16/2020		\$3,645.68
<u>49256</u>	Washington State Patrol	10/16/2020		\$156.75
<u>49257</u>	Washington State Treasurer	10/16/2020		\$14,795.71
<u>49258</u>	Water Management Laboratories, Inc.	10/16/2020		\$21.00
<u>49259</u>	Williams Scotsman, Inc.	10/16/2020		\$5,412.60
<u>EFT Payment 09/10/2020 11:01:56 AM - 1</u>	Merchant Card Services / Vantive Holding, LLC	9/10/2020		\$345.17
<u>EFT Payment 09/21/2020 11:00:36 AM - 1</u>	First Bankcard	9/21/2020		\$6,821.50
<u>EFT Payment 09/28/2020 11:00:06 AM - 1</u>	Dept of Licensing-Firearms Online	9/28/2020		\$54.00
<u>EFT Payment 9/01/2020 11:02:24 AM - 1</u>	U.S. Postal Service (Black Diamond)	9/1/2020		\$440.68
<u>EFT Payment 9/09/2020 11:01:24 AM - 1</u>	Invoice Cloud	9/9/2020		\$165.00
<u>EFT Payment 9/10/2020 10:52:04 AM - 1</u>	Dept of Licensing-Firearms Online	9/10/2020		\$18.00
<u>EFT Payment 9/21/2020 11:03:02 AM - 1</u>	US Bank Equipment Finance	9/21/2020		\$1,471.42
<u>EFT Payment 9/22/2020 11:03:34 AM - 1</u>	Washington State Department of Revenue	9/22/2020		\$7,830.90
<u>EFT Payment 9/8/2020 10:49:42 AM - 1</u>	Dept of Licensing-Firearms Online	9/8/2020		\$129.00
Total Check				\$500,742.86
				\$500,742.86
Grand Total				\$500,742.86

**BLACK DIAMOND CITY COUNCIL
WORK SESSION MINUTES
September 10, 2020
Virtual Meeting Via Zoom**

CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

PRESENT: Councilmembers Oglesbee, Wisnoski, Stout, and de Leon

ABSENT: Councilmembers Deady and Paige (excused)

Staff present: Brenda L. Martinez, City Clerk/HR Manager

WORK SESSION:

1) Continued Discussion Regarding Establishing the City of Black Diamond as a Welcoming and Inclusive Community

De Leon noted it has been several months since that has been discussed and appreciates the discussion regarding the different ideas to integrate into something that is unique to Black Diamond.

Councilmembers had a very robust conversation regarding this topic and during the discussion they reviewed examples from other cities and organizations. Councilmembers expressed what they liked and, also what they thought was missing in those statements. There was discussion on what words they felt needed to be included in ours. It was also noted that this isn't meant to change every heart and mind, there are still challenges in each community. This statement would be leading by example and saying what we stand for as Council as each individual Councilmember can make a difference in our community.

Following discussion, Mayor Benson suggested having three Councilmembers on a committee to take the lead in preparing a draft for Council consideration and attorney review.

There was Council consensus to do this and Councilmembers de Leon, Stout, and Wisnoski would be on the committee.

Council also discussed a timeline and consensus was to get this completed in November.

Mayor Benson stated that once a draft is prepared the next step would be to send to the City Attorney to distribute the final draft.

Councilmember de Leon noted there our items Council has consensus on and would be happy to put together the draft document.

ADJOURNMENT:

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

The meeting ended at 6:59 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Council Special Meeting of September 24, 2020
Virtual Meeting Via Zoom

CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

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

ABSENT: Councilmember de Leon (excused)

Staff present were: Mayene Miller, Finance Director; Andrew Williamson, MDRT/Ec Dev Director; Jamey Kiblinger, Police Chief; Shane O'Neill, Deputy Finance Director, and Brenda L. Martinez, City Clerk/HR

Mayor Benson welcomed everyone and announced the work session is on review of current year revenues and expenditures and review of the 2021 preliminary budget. She then turned the meeting over to Finance Director Miller.

WORK SESSION:

1) Review of Current Year Revenues and Expenditures as Adopted in the 2020 Budget and Review of 2021 Preliminary Budget Summary for all Funds

Finance Director Miller discussed with Council the timeline that is established by RCW regarding budget adoption and what needs to be covered tonight.

Ms. Miller stated this is the first budget meeting and she will be reviewing the 2020 revenues and expenditures of the operating funds for General Fund, Street Fund, Water Fund, Sewer Fund, and Stormwater Funds. She discussed using information from MRSC, staff, and the CIP to provide guidance in preparing the operating funds estimated total revenues and expenditures for 2020 which in turn formed the overview for the preliminary 2021 budget. Also included in this review is an early estimate of the total operating and capital budgets for 2021. Moving forward in the process the next two meetings will be more in depth and numbers will change as more information is known. She noted that Department Heads will be present at these meetings to go over their budgets and to answer questions from Council.

Ms. Miller reviewed the following funds and documents with Council.

- General Fund Revenues – Each revenue source was reviewed with Council with certain areas being highlighted regarding trends and increases.
- General Fund Expenditures – Expenditures for each department were reviewed.
- General Fund Function Supported by Types of Revenue – Ms. Miller reviewed what revenues pay for public safety, general government and MDRT.
- Street Fund – This fund continues to struggle due to decrease in fund sources and will be transferring in money from REET and the general fund. She noted expenditures have grown in this fund and we need to keep our eyes on it.
- Water Fund – Revenues are increasing and as we get more citizens it will continue to grow. This fund's budget is stable even though expenditures are going up.
- Sewer Fund – There was a rate increase implemented last year and it has helped to stable this fund and we will not need to do transfers this year or next year.
- Stormwater Fund – Discussed the revenue sources for this fund. It was noted the collection being transferred to King County through property tax billing has helped to collect these fees from residents. This is the first year we will be able to transfer money out to a capital fund.
- Combined 2021 Preliminary Budget for All Funds – Finance Director Miller noted this page lists all funds and the finance department estimates the beginning balances and then estimates expenditures and what will be left. She noted these numbers will change as we move forward in the process.
- Debt Service – Reviewed the City's debt and repayment schedules.
- Ms. Miller reviewed the budget calendar regarding upcoming meetings.

During the presentation there was a discussion on the cost for a City Administrator.

Councilmember Deady commented on putting money aside for the purchase of land for City Hall should land become available. She believed that Council previously discussed \$50,000 a year.

Mayor Benson noted one of our top priorities is how to pay for fire service.

In closing, Finance Director Miller stated to Council that if they have questions to please contact her or the Mayor as they are always available.

ADJOURNMENT:

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

The meeting ended at 6:58 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of October 1, 2020
Virtual Meeting Via Zoom

CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

PRESENT: Councilmembers Deady, Oglesbee, Wisnoski, Stout, de Leon, and Paige.

ABSENT: None

Staff present: Jamey Kiblinger, Police Chief; David Linehan, City Attorney; and Brenda L. Martinez, City Clerk/HR Manager.

AGENDA REVIEW AND APPROVAL:

Councilmember de Leon **moved** to adopt the agenda; **second** Councilmember Oglesbee. Motion **passed** with all voting in favor (6-0).

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

Executive Session

At 7:03 p.m. Mayor Benson announced that pursuant to RCW 42.30.110(1)(h) the City Council would be going into executive session to discuss the qualifications of candidates to an appointed position. The Executive Session was anticipated to last 20 minutes with possible action to follow.

At 7:23 p.m. a ten-minute extension was announced.

At 7:33 p.m. an additional ten-minute extension was announced.

At 7:43 p.m. Mayor Benson called the meeting back to order.

Appointment

Councilmember de Leon **moved** to appoint Bri Durham to Council Position #6. (There was no second to this motion.)

Councilmember Oglesbee spoke about the applicants and **moved** to appoint Bernie O'Donnell to Position 6.

Other Councilmembers then took turns speaking about the applicants and who their top candidates were and why; all noted it being a strong pool of candidates.

During discussion Councilmember Wisnoski **seconded** Councilmember Oglesbee's motion to appoint Bernie O'Donnell to Position 6.

Councilmember de Leon spoke to her motion to appoint Bri Durham.

Vote: Motion passed (5-1) (Councilmember de Leon).

Oath of Office

Mayor Benson administered the Oath of Office to Bernie O'Donnell. Following this he took his place in the virtual zoom meeting.

CONSENT AGENDA:

Councilmember Oglesbee **moved** to adopt the Consent Agenda; **second** Councilmember de Leon. Motion **passed** with all voting in favor (7-0). The Consent Agenda was approved as follows:

- 1) **Claim Checks** – October 1, 2020 Check No. 49181 through 49218 in the amount of \$259,178.17
- 2) **Minutes** – Work Session of August 13, 2020, Special Meeting of September 17, 2020, and Council Meeting of September 17, 2020

PUBLIC COMMENTS:

Any written comments received are included with the minutes for this meeting.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS: None

DEPARTMENT REPORTS:

Fire – Chief Smith reported 12 volunteers are at the volunteer academy and that two career firefighters are attending that academy. He shared that on Monday, October 5th the new Deputy Chief starts and noted she comes from the Tukwila Fire Department which is also in Zone 3; he hopes to have her attend the next council meeting for an introduction. He reported on the pre-construction meeting for the new fire engine and what the next step in the process is. He stated that recreational fires are now open and that yard vegetation fires in the City limits are not allowed. He also shared that the Department will be participating in the Trunk and Treat event.

MAYOR'S REPORT:

Mayor Benson asked about a work session on inclusivity before the Town Hall meeting next Thursday. She also asked Council if two Councilmembers would be willing to participate in the assessment center testing for the sergeant position. She noted this is a good way to interact with the department; Councilmembers O'Donnell and de Leon volunteered. She also discussed adding boating regulations to the work session too. There

was Council consensus to have the two agenda items for next week's work session be: 1) Welcoming and Inclusive Proclamation, and 2) Boating Regulations.

COUNCIL REPORTS:

Councilmember de Leon congratulated Bernie O'Donnell to the City Council position and noted being impressed with his application and looks forward to working with him. She stated that even with her vote she really does respect his application. She discussed the conversation around the inclusion and diversity statement and looks forward to what it will look like especially when the public has a chance to see it. She noted reviewing the budget conversation from last week and really looking forward to continuing that process and following up with any questions she may have.

Councilmember O'Donnell thanked Councilmember de Leon and noted what makes us stronger is the diversity of opinions and he respects that and looks forward to working with the Council. He talked about Tony Moss and his work with events in Black Diamond and offered his salary for his term to the Miners Day event. He shared with the candidates from Ten Trails knowing the importance of that community and bridging the communities together. He noted only having a little over a year in the position and wants to be a catalyst for making sure we can provide the public services to residents as the city grows. He stated being honored and humbled to be a part of this team and meeting with them and the department heads.

Councilmember Paige congratulated Bernie O'Donnell and welcomed him to the council. He shared with the other candidates that it is important to show continuity and by applying it demonstrates you want to serve. He encouraged them to be involved in the future and that just because another applicant was chosen, it doesn't mean they did not have great qualities. He noted the Council is entering a time where the focus is on budget and it's great to have Bernie on board. As a community he encouraged everyone to show respect to everyone as a lot of times people rush to judgment and an apology is okay, however it's important to think before you talk and he said that in generality as there is too much hate and conflict in our society - as small as we are we can be a role model for the community.

Councilmember Deady welcomed Councilmember O'Donnell and noted she feels he will do great. She shared that the other three candidates were very good and hopes they will put their names in the hat to run during the next election. She spoke about meeting minutes to residents and reminded everyone that minutes do not need to be a verbatim of public comments and the majority of cities just do have action minutes. She gave examples and noted citizens have the option to go back into the audio to see why a person was for or against something. She gave a big "Yeah" that the log piles are getting picked up and taken away as it's been a long process and the citizens in that area are happy to see them go. She reported that the Lake Sawyer church is working on a Trunk or Treat and referred to area locations where kiddos can go.

Councilmember Oglesbee congratulated and welcomed Bernie and noted looking forward to working with him. She shared that she also looks forward to the other candidates putting their names in the election for next year and hopes one of them will. She reported attending the Public Safety Committee meeting and again noted looking forward to working with Bernie on that Committee.

Councilmember Wisnoski congratulated Councilmember O'Donnell and to the other candidates he asked them not to get discouraged and to stay engaged. He encouraged them to run in the election next year as they all would be a good addition to Council. He reported attending the Public Safety Committee meeting where they discussed space needs, website, and feedback on permitting process. He touched on the inclusivity and welcoming document that will be going out to council and shared that it is a really good illustration of people working together for the good of our community. He's excited for the public to see the proclamation and looks forward to the citizens' comments - we are one community not a community of neighborhoods.

Councilmember Stout welcomed Councilmember O'Donnell and noted it being fun to learn to be a Councilmember. She commented that all the candidates have a lot of energy and there are upcoming chances to be on the Council. She talked about her technical difficulties at the last meeting and shared she did go back and relisten the meeting. She reported attending the Public Works Committee meeting where they went over the water system plan, the Finance Committee meeting and talking with staff about new city website. She announced the good news that this project is back on track, however there is not a go live date yet, but hopes it is just around the corner. She noted the committee worked really hard on the Black Diamond welcoming proclamation and commented that this is a hot topic and very sensitive for many people. She stated the three of them were able to work together really well. She shared reading a lot of these statements from other organizations and when Council gets a copy of the draft the prepared, they will see a really different and beautiful proclamation. She again welcomed Bernie and thanked the other candidates and encouraged them to keep engaged.

ATTORNEY REPORT: None

EXECUTIVE SESSION: None

ADJOURNMENT:

Councilmember Wisnoski **moved** to adjourn the meeting; **second** Councilmember Deady. Motion **passed** with all voting in favor (7-0).

The meeting ended at 8:46 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

Brenda Martinez

From: Megan sheridan <megancolleensheridan@gmail.com>
Sent: Tuesday, September 29, 2020 7:09 AM
To: Carol Benson; Tamie Deady; Melissa Oglesbee; Chris Wisnoski; Erin Stout; Kristiana De Leon; Steven Paige
Cc: Brenda Martinez
Subject: Books from Students

Good morning Mayor and Council,

This week EHS Students who are part of the Student Advisory Board of the non-profit Empowering Students Everyday, will be delivering you copies of "So you want to talk about Race" to read over the next few weeks. Based on the School Board meeting from last month and conversations around race, racism and hate in our community they thought that this book would be a great way to dive in deeper with our City leadership. The students goal is that once you have read this book we could have a study session with all of you where we could discuss your thoughts, what you learned, and how we can best move the community forward. Can we please schedule this study session by the end of November?

The intent of the study session would be not only on your experience with the book, but also how to educate residents on hate, working towards eliminating racism in our community, and to discuss student and resident personal experiences with hate and racism in our community.

Feel free to reach out to me if you have any questions.

City clerk, can you please have this part of the record for this week's meeting?

Thank you

Megan Sheridan

253-223-1593

Public Comments to Black Diamond City Council 10.1.20

To: BD Mayor and Council Members,
BD Council Meeting Date: Oct. 1, 2020
Submission Date: Sept. 30, 2020
From: Johna Thomson, Black Diamond

RE: General Public Comments and Appointment of New Council Member

Time to Give Ten Trails Residents a Seat at the Table

It seems to me the most important filter to determine the next council member is Geography. It's important to have the council represent as many neighborhoods in BD as possible. Seeing that this is the first opportunity for residents in Ten Trails to apply for a seat on the council (given the requirement to live in the city for one year) I believe it's important to offer the position to one of the candidates from our newest neighborhood, Ten Trails.

For years there has been talk during council meetings about how we, as a community and a city, will welcome the new residents from the Oakpointe Developments. There is no better way to welcome them then to give them a seat at the table – literally – by offering them a seat as a BD City Councilmember.

Let me put it another way – What do you think the residents of Ten Trails will be saying about the city and the council if you do not choose one of their candidates?

After listening to the four candidate interviews during the Sept. 27 council meeting, I believe that either Briana or Ben would be a great asset to the council.

Zoom Has More Features to Offer Your Meetings

Are you aware that there are many features in Zoom that could be put to use during your council meetings? For example, there's a timer that would allow you to add Public Comment to your meetings – limiting the comments to three minutes – the way we did public comments before CoronaVirus. This could be done.

I was very surprised at the Sept. 17 meeting that all the candidates for the council positions got to listen to each other answer their questions. As you know, this is not the protocol when interviews are done in council chambers. This clearly created a disadvantage for the first candidate and an advantage for later candidates. Are you aware that these candidates could have been moved into a virtual breakout room so they could not hear each other?

Please consider using more of the Zoom features to replicate how meetings would be run if they were still be held in council chambers.

Public Comments Should be Allowed During Zoom Meetings

As a follow up, I urge you to incorporate public comments into your Zoom meetings. Expecting participants to submit their comments in writing 26 hours before the meeting creates a barrier to participate and limits public involvement.

Personally, I appreciate hearing what members of the community have to say during their public comments. Often, members bring up concerns or problems I was unaware of. I always appreciated stopping in at a council meeting just to hear what's on people's mind.

This dialogue with the community is essentially dead right now. Even though the public comments are attached to the minutes, I have no interest in reading what people had to say after the meeting. At that point the moment has passed, the topic is mute, and it doesn't matter anymore.

Please consider adding public comments to your Zoom meetings. This can be done within the Zoom platform using the timer feature.

Please also consider moving your meetings back to council chambers as soon as possible, with COVID safety protocols in place, to provide more opportunities for public engagement.

Please remember that public involvement in your meetings is imperative and right now that involvement is extremely stifled and restricted.

What Year Should We Expect to See an Updated Web Site?

WHEN will we see a new, better, easier to navigate web site? Seriously....how many more years?

Thank You for Passing the School Impact Fees!

Finally - Thank you! Awesome job passing the School Impact Fees Ordinance in August. I'm so glad you got this piece of business completed and agreements signed with all four school districts! Congratulations Councilmembers!

PS –

This would have been much shorter if I'd spoken it during a council meeting.... and it would have taken only 3 minutes of my time instead of an hour and a half.

Brenda Martinez

From: Kristen Bryant <kristenbry@gmail.com>
Sent: Wednesday, September 30, 2020 2:59 PM
To: Brenda Martinez
Cc: Carol Benson; Tamie Deady; Melissa Oglesbee; Erin Stout; Kristiana De Leon; Steven Paige; Chris Wisnoski; David Linehan
Subject: Public Comment 10/01/20 - Public testimony not accurate in minutes

To the City Council and Mayor,

Recently there have been at least two serious issues with Black Diamond's formal public hearing record. These formal hearings were required by law, and thus a record of the public testimony is also required. However, the minutes from the two hearings do not accurately include the public's comments.

First, the July 7, 2020 Planning Commission Hearing on the 2020 Preliminary Docket for the Comprehensive Plan.
http://ci.blackdiamond.wa.us/Depts/CommDev/PLANNING/PLANNING%20COMMISSION/PC%20MINUTES/2020/07_07_20%20PC%20SIGNED%20Minutes.pdf

The minutes list six individuals who spoke, but there is no summary of their testimony. There may have been additional speakers not listed. The minutes only refer to the written testimony speakers sent in ahead of the meeting. However, I can say with certainty that at least 3 people - myself, Bill Bryant, and Bob Stuart - gave different oral testimony than was given in writing. I remember hearing Mr. Stuart and Mr. Bryant speak off-the-cuff, and provide information different from what they wrote. For myself, I chose to specifically give different verbal comments than what I sent in writing. I have the notes that I spoke from that night.

There is no audio recording from July 7. So, there is no way for the Council or others to accurately know what the public testimony was. Given that public input and a record of that input are legal components of the Growth Management Act's Comprehensive Plan requirements, this public hearing record is a serious issue.

Second is the August 6, 2020 City Council Hearing on Developer Impact Fees to help pay for new schools.
http://ci.blackdiamond.wa.us/Depts/Clerk/Agendas/2020/Minutes/CouncilMinutes_080620.pdf

The minutes also say to refer to the written comments submitted by myself and some of the others who testified. However, I gave different verbal comments than what I submitted in writing. My verbal comments are missing from record. If you listen to the tape, you will hear the same is true for public comments by Bob Stuart. The summary of his comments does not include much of the testimony he gave. The summary of his comments is in contrast to the detail recorded for other speakers, and also the detail recorded for past public hearings in Black Diamond.

The city has in the past captured detailed written notes for each public commenter's legal public hearing testimony. The above hearing records are a break from that past good work.

I request the Council and staff take action to correct these issues. The August 6 issue could be easily corrected by amending the minutes based on the audio recording. The July 7 Planning Commission meeting may require another hearing, or other action, since there appears to be no recording.

As a former Black Diamond resident and a resident of King County (Bellevue) affected by Black Diamond's actions, I thank you for your time,

Kristen Bryant

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Award a construction contract to McClure and Sons, Inc. to Upgrade the North Bank Pump Station.	Agenda Date: October 15, 2020 AB20-070	
	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): \$912,306.25 + 10 % contingency = \$1,003,536.88	Police – Chief Kiblinger	
Fund Source: Water Supply & Facilities Funding Agreement: Palmer Coking Coal and Oakpointe	Public Works – Seth Boettcher	X
Timeline: Fall / Winter 2020; Startup Jan/ Feb 2021	Court – Stephanie Metcalf	
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution; Contract signature sheet; McClure & Sons Inc. Bid Submittal Docs; Bid Tabulation		
SUMMARY STATEMENT: <p>The Upgrade of the North Bank Pump Station will increase the capacity to deliver spring water to the City with more efficient pumps and reliability. This project is a phase of the City's Springs upgrade project.</p> <p>This project was publicly advertised as per state bid law. The City has received bids from six contractors with McClure and Sons, Inc. the low bidder at \$913,830.99. and the high bidder at \$1,627,371.00. Public Works has checked references for McClure & Sons Inc. and found that other cities were very happy with their quality of work and professionalism on similar type projects.</p> <p>Public Works has reviewed McClure and Sons, Inc. bid submittal and found that their bid submittal was complete and responsive. Public Works is recommending accepting the bid alternate which will reduce the base bid by \$50,000 and add in the alternate amount of \$48,596 for an award amount of <u>\$912,306.25</u>.</p> <p>Public Works is recommending that the City Council award the bid to McClure and Sons, Inc.</p> <p>FISCAL NOTE (Finance Department): The City has billed Palmer Coking Coal and Oakpointe for the funds to cover this project. According to the Water Supply Facilities Funding Agreement, they have 45 days to provide the funds for the award of the project and the 10% contingency. The city will have the funds</p>		

available before the first bills are due. The budget is covered within the 2020 budget and carryover budget from 2019.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 20-1384 awarding the public bid of the North Bank Pump Station Project to McClure and Sons, Inc. and authorizing the Mayor to execute a \$912,306.25 contract with McClure and Sons, Inc. for the North Bank Pump Station project and authorizing a 10% contingency for potential change orders or quantity overruns.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 15, 2020		

RESOLUTION NO. 20-1384

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AWARDING THE LOW BID ON THE SPRINGS NORTH
BANK PUMP STATION UPGRADE PROJECT TO
MCCLURE AND SONS, INC.**

WHEREAS, the City funding for this project arranged with Palmer Coking Coal and Oak Pointe through the Water Facilities Funding Agreement; and

WHEREAS, the City has planned and budgeted for the upgrade of the North Bank Pump Station Upgrade project, a phase of the Springs upgrade project; and

WHEREAS, the City received 6 bids on September 30, 2020; and

WHEREAS, McClure and Sons, 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 City has selected Bid Alternate 1 which reduces the base bid by \$50,000 and adds the bid alternate cost of \$48,596 for a bid award amount of **\$912,306.25**

Section 2. The Mayor is hereby authorized to award the bid for the construction of the North Bank Pump Station Upgrade project to McClure and Sons, Inc in the amount of \$912,306.25 and authorize the Mayor to execute a contract for the same.

Section 3. Authorize a \$91,230.63 contingency fund to cover change orders and changes in quantities for the North Bank Pump Station Upgrade project.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 15TH DAY OF OCTOBER 2020.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CONTRACT

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

Contractor Name

HEREINAFTER called the Contractor.

WITNESSETH:

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

- I. The Contractor shall do all work and furnish all tools, materials and equipment for the construction of **Black Diamond Springs – North Bank Booster Pump Station Upgrade**, in accordance with and as described in the Contract Documents, which shall include: plans, specifications, Addenda, the 2020 Washington State Department of Transportation Standard Specifications for Road and Bridge Construction, and all other documents submitted by the bidder in response to the City's bid, all of which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this contract and every part thereof.

If said work is not completed within the time specified, the Contractor agrees to pay to the Owner the sum as specified in Section 1-08.9 of the 2020 WSDOT/APWA Standard Specifications for each and every working day said work remains uncompleted and after expiration of the specified time, as liquidated damages. The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof and shall guarantee said materials and work for a period of one year after completion of this contract by providing the City with a maintenance bond, in the form attached to the Bid Documents, except as may be modified by the plans, specifications, and/or contract documents.

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

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

COUNTERSIGNED:

this _____ day of _____, 20 ____

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

CONTRACTOR

CITY OF BLACK DIAMOND, WASHINGTON

Signature

Mayor

Printed

Title

Federal Tax ID No. _____

Attested:

CITY CLERK

Approved as to form:

CITY ATTORNEY

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
Corporate Officer (not Contract Signer) Corporate Title
of the corporation named as Contractor in the Agreement attached hereto; that
_____, who signed said Agreement on behalf of the
Contract Signer

Contractor, was then _____ of said
Corporate Title – Contract Signer

corporation; that said Agreement was duly signed for and in behalf of said corporation by authority
of its governing body, and is within the scope of its corporate powers.

Corporate Officer (not Contract Signer)

Printed

Title

State of _____)
County of _____) ss.

_____, being duly sworn,
Corporate Officer (not Contract Signer)

deposes and says that he 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 _____, 20____

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Contractor McClure and Sons, Inc.

Address: 15714 Country Club Drive Mill Creek WA 98012

Phone Number: (425) 316-6999 Fax Number: (425) 316-6789

Washington State Department of Labor and Industries Registration No.: MCCLUSI101MJ

State Unified Business Identifier No.: 601-077-878

Expiration Date: Indefinite.

Employment Security Department No.: 699213 00 7

State Excise Tax Registration No.: 601-077-878

Number of years the Contractor has been engaged in the construction business under the present firm name indicated: 32

Gross dollar amount of work under contract: \$118,000,000

Gross dollar amount of contracts not completed: \$55,250,000

Type of work generally performed by Contractor: Heavy Industrial-Water and Wastewater Treatment Facilities, Marine, Pump Stations and Reservoirs

List of five public projects of a similar nature which have been completed by the Contractor within the last five years and the gross dollar amount of each project:

Project Title	Agency	Contact & Phone No.	Year Completed	Bid Amount
<u>See attached project reference sheets.</u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>

Bank References: Key Bank Mandi Wagner (425) 789-2824

Have you changed bonding companies within the last three years? No.

If so, why? (Optional): _____

Have you been disqualified from bidding on any public works contract? No.

Have you ever sued or been sued by the client on any public works contract for a special district, municipality, county, or state government? Yes

Who? The City of Walla Walla

For what reason? They filed a claim against our painting subcontractor.

Disposition of case, if settled: The insurance company paid for the repair.

Name of Superintendent to be used on the project and how long with your company:

Jesse Thompson - 6 years with company.

McClure and Sons, Inc.

Bidder

By

Signature

Les McClure

President

Title

PROPOSAL

Bidder McClure and Sons, Inc.

Date 9/30/2020

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

Gentlemen:

Pursuant to and in compliance with your invitation for bids for construction of **Black Diamond Springs – North Bank Booster Pump Station Upgrade**, Instructions to Bidders and other documents relating thereto, the undersigned has carefully examined the drawings and specifications as well as the premises and conditions affecting the work and hereby proposes to furnish all labor and materials and to perform all work as required for construction of the improvement, in strict accordance with the contract documents, specifications and drawings, for the amount shown:

TOTAL Nine hundred thirteen thousand eight hundred thirty one dollars Dollars Base Bid including tax
(\$ 913,831)

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

The undersigned agrees to perform the complete contract work as specified, including corrections, finish and cleanup within one hundred twenty (120) consecutive working days beginning the date given in the Notice to Proceed by the City of Black Diamond.

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

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

McClure and Sons, Inc.
Firm Name

Corporation Partnership/Individual
(Circle One)

doing business at 15714 Country Club Drive Mill Creek WA 98012
Address City, State Zip

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

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

Name	Address
Les McClure	15714 Country Club Drive Mill Creek WA 98012

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

CASH ☐ IN THE AMOUNT OF \$ _____

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

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

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

PROPOSAL SIGNATURE SHEET

PROJECT: Black Diamond Springs – Transmission Main Replacement

September 30th, 2020
Date

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

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

McClure and Sons, Inc.
By:  Bidder
Authorized Official
Les McClure
Printed
President
Title
Address: 15714 Country Club Drive
Mill Creek WA 98012

Receipt of Addenda numbered 1, 2, 3, _____ is hereby acknowledged.

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

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS:

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

The condition of this obligation is such that if the obligee shall make any award to the Principal for **Black Diamond Springs – North Bank Booster Pump Station Upgrade**, according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS 30th DAY OF September, 2020

Travelers Casualty and Surety Company of America

Surety

By

Signature

Travis Long

Printed

Title

Attorney-in-Fact

McClure and Sons, Inc.

Principal

By

Signature

Les McClure

Printed

Title

President

DEPOSIT STATEMENT

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

Signature



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Travis Long** of **SPOKANE Washington**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019**.



State of Connecticut

City of Hartford ss.

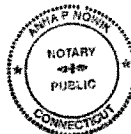
By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



Anna P. Nowik

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **30th** day of **September**, **2020**



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

BID SCHEDULE – BASE BID SCHEDULE A

Black Diamond Springs – North Bank Booster Pump Station Upgrade

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

Item No.	Description	Unit	Quantity	Unit Price	Total Amount
1	Mobilization, Demobilization, Site Preparation, and Cleanup	LS	1	\$ 50,000	\$ 50,000
2	Demolition	LS	1	\$ 45,000	\$ 45,000
3	Trench Safety and Shoring	LS	1	\$ 5,000	\$ 5,000
4	Temporary Sedimentation and Erosion Control	LS	1	\$ 3,000	\$ 3,000
5	Site Work	LS	1	\$ 20,000	\$ 20,000
6	Site Utilities	LS	1	\$ 139,465	\$ 139,465
7	Unscheduled Excavation	CY	250	\$ 25	\$ 6,250
8	Unscheduled Backfill	TN	250	\$ 27	\$ 6,750
9	Structural	LS	1	\$ 150,000 ^{\$ 144,000}	\$ 150,000 ^{\$ 144,000}
10	Pre-Purchased Pumps and Motors Installation	LS	1	\$ 23,000	\$ 23,000
11	Pre-Purchased Variable Frequency Drive Installation	LS	1	\$ 4,000	\$ 4,000
12	HVAC	LS	1	\$ 15,000	\$ 15,000
13	Mechanical	LS	1	\$ 40,000	\$ 40,000
14	Electrical	LS	1	\$ 115,000	\$ 115,000
15	Telemetry and Automatic Control	LS	1	\$ 85,000	\$ 85,000
16	Construction Records and O&M Manuals	LS	1	\$ 5,000	\$ 5,000
17	Testing, Startup, and Training	LS	1	\$ 10,000	\$ 10,000
18	Minor Change	LS	1	\$50,000	\$50,000
19	On-site Sodium Hypochlorite Generation System Modifications	LS	1	\$50,000	\$50,000

20	Tree Maintenance	LS	1	\$25,000	\$25,000
21	Access Road Maintenance	LS	1	\$30,000	\$30,000
Subtotal					\$ 841,465
Sales Tax @ 8.6%					\$ 72,366
TOTAL COST BASE BID SCHEDULE A					\$ 913,831

BID SCHEDULE – ALTERNATE BID 1

Black Diamond Springs – North Bank Booster Pump Station Upgrade

Item No.	Description	Unit	Quantity	Unit Price	Total Amount
1	New On-site Sodium Hypochlorite Generation System	LS	1	\$48,596	\$ 48,596

NON-COLLUSION DECLARATION

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

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

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

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

DOT Form 272-036H EF
Revised 5/06

LOCAL AGENCY SUBCONTRACTOR LIST

Local Agency Name City of Black Diamond
Local Agency Address Black Diamond, WA

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name Black Diamond Springs North Bank Booster Pump Station Upgrades

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name
Work to be Performed

McClure & Son's
Plumbing

Subcontractor Name
Work to be Performed

McClure & Son's
HVAC

Subcontractor Name
Work to be Performed

McClure & Son's
Rebar Rebar

Subcontractor Name
Work to be Performed

McClure & Son's
Structural STEEL

Subcontractor Name
Work to be Performed

Source Electric LLC
ELECTRICAL

* Bidder's are notified that is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc. are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

SR

DOT Form 271-015A EF
Revised 08/2012

Addendum No. 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 signing in the space provided below and attaching it to their bid.

RH2 ENGINEERING, INC.



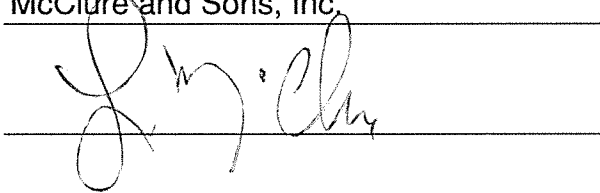
Harley Sandoval, PE,
Issued September 25, 2020



Received and acknowledged:

McClure and Sons, Inc.

Contractor



By

President

Title

9/28/2020

Date

Addendum No. 2 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. 2 by signing in the space provided below and attaching it to their bid.

RH2 ENGINEERING, INC.

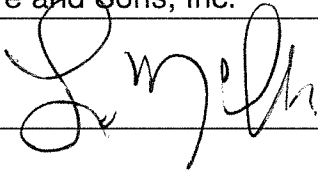


Harley Sandoval, PE
Issued September 28, 2020

Received and acknowledged:

McClure and Sons, Inc.

Contractor



By

President

Title

9/28/2020

Date

Addendum No. 3 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. 3 by signing in the space provided below and attaching it to their bid.

RH2 ENGINEERING, INC.



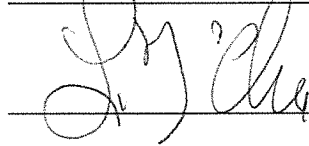
Harley Sandoval, PE
Issued September 29, 2020



Received and acknowledged:

McClure and Sons, Inc.

Contractor



By

President

Title

9/29/2020

Date

City of Black Diamond PO Box 599 Black Diamond, WA 98010									
Project: Springs North Bank Booster Station Upgrade Bid Opening: September 30, 2020		Bidder & Address		McClure & Sons, Inc. 15714 Country Club Drive Mill Creek, WA 98012		Ceccanti 4116 Brookdale Rd. E. Tacoma, WA 98446		Rodarte Construction, Inc. 17 East Valley Hwy E. Auburn, WA 98092	
Item	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
BASE BID									
1	Mobilization, Demobilization, Site Preparation, and Cleanup	LS	1	\$50,000.00	\$50,000.00	\$70,000.00	\$70,000.00	\$92,000.00	\$92,000.00
2	Demolition	LS	1	\$45,000.00	\$45,000.00	\$30,000.00	\$30,000.00	\$14,000.00	\$14,000.00
3	Trench Safety and Shoring	LS	1	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00
4	Temporary Sedimentation and Erosion Control	LS	1	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
5	Site Work	LS	1	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00	\$42,000.00	\$42,000.00
6	Site Utilities	LS	1	\$139,465.00	\$139,465.00	\$150,000.00	\$150,000.00	\$200,000.00	\$200,000.00
7	Unscheduled Excavation	CY	250	\$25.00	\$6,250.00	\$38.00	\$9,500.00	\$40.00	\$10,000.00
8	Unscheduled Backfill	TON	250	\$27.00	\$6,750.00	\$34.00	\$8,500.00	\$35.00	\$8,750.00
9	Structural	LS	1	\$114,000.00	\$114,000.00	\$125,000.00	\$125,000.00	\$140,000.00	\$140,000.00
10	Pre-purchased Pumps and Motors Installation	LS	1	\$23,000.00	\$23,000.00	\$20,000.00	\$20,000.00	\$24,000.00	\$24,000.00
11	Pre-purchased Variable Frequency Drive Installation	LS	1	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00
12	HVAC	LS	1	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$40,000.00	\$40,000.00
13	Mechanical	LS	1	\$40,000.00	\$40,000.00	\$55,000.00	\$55,000.00	\$37,000.00	\$37,000.00
14	Electrical	LS	1	\$115,000.00	\$115,000.00	\$85,000.00	\$85,000.00	\$120,000.00	\$120,000.00
15	Telemetry and Automatic Control	LS	1	\$85,000.00	\$85,000.00	\$165,000.00	\$165,000.00	\$80,000.00	\$80,000.00
16	Construction Records and O&M Manuals	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
17	Testing, Startup, and Training	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00
18	Minor Change	LS	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
19	On-Site Sodium Hypochlorite Generation System Mods	LS	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
20	Tree Maintenance	LS	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
21	Access Road Maintenance	LS	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
BASE BID					\$841,465.00		\$945,500.00		\$991,750.00
Washington State Sales Tax (8.6%)					^ \$72,365.99		\$81,313.00		\$85,290.50
TOTAL BASE BID					\$913,830.99		\$1,026,813.00		\$1,077,040.50

City of Black Diamond PO Box 599 Black Diamond, WA 98010									
Project: Springs North Bank Booster Station Upgrade Bid Opening: September 30, 2020		Bidder & Address		McClure & Sons, Inc. 15714 Country Club Drive Mill Creek, WA 98012		Ceccanti 4116 Brookdale Rd. E. Tacoma, WA 98446		Rodarte Construction, Inc. 17 East Valley Hwy E. Auburn, WA 98092	
Item	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
ALTERNATE BID 1 (Replaces Bid Item 19)									
1	New On-site Sodium Hypochlorite Generation System	LS	1	\$48,596.00	\$48,596.00	\$45,000.00	\$45,000.00	\$44,000.00	\$44,000.00
ALTERNATE BID 1					\$48,596.00		\$45,000.00		\$44,000.00
BASE BID (LESS BID ITEM 19)					\$791,465.00		\$895,500.00		\$941,750.00
TOTAL REVISED BASE + ALTERNATE BID 1					\$840,061.00		\$940,500.00		\$985,750.00
Washington State Sales Tax (8.6%)					\$72,245.25		\$80,883.00		\$84,774.50
TOTAL ALTERNATE BID					\$912,306.25		\$1,021,383.00		\$1,070,524.50

^Difference of \$0.01 on Sales Tax due to rounding; did not change outcome
**No bid amount provided for Alternate Bid; incomplete Alternate Bid; consideration for Base Bid only*

City of Black Diamond PO Box 599 Black Diamond, WA 98010									
Project: Springs North Bank Booster Station Upgrade Bid Opening: September 30, 2020		Bidder & Address		Pacific Civil & Infrastruct. 1214 140th Ave. Ct. E Sumner, WA 98390		Harbor Pacific Contr. Inc. 19628 144th Ave. NE, Ste A Woodinville, WA 98072		Derian, Inc. 12735 Willows Road NE Kirkland, WA 98034	
Item	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
BASE BID									
1	Mobilization, Demobilization, Site Preparation, and Cleanup	LS	1	\$95,000.00	\$95,000.00	\$56,000.00	\$56,000.00	\$160,000.00	\$160,000.00
2	Demolition	LS	1	\$95,000.00	\$95,000.00	\$45,000.00	\$45,000.00	\$122,000.00	\$122,000.00
3	Trench Safety and Shoring	LS	1	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$10,000.00	\$10,000.00
4	Temporary Sedimentation and Erosion Control	LS	1	\$3,000.00	\$3,000.00	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00
5	Site Work	LS	1	\$34,000.00	\$34,000.00	\$64,000.00	\$64,000.00	\$85,000.00	\$85,000.00
6	Site Utilities	LS	1	\$172,000.00	\$172,000.00	\$243,000.00	\$243,000.00	\$335,000.00	\$335,000.00
7	Unscheduled Excavation	CY	250	\$39.00	\$9,750.00	\$54.00	\$13,500.00	\$180.00	\$45,000.00
8	Unscheduled Backfill	TON	250	\$39.00	\$9,750.00	\$25.00	\$6,250.00	\$72.00	\$18,000.00
9	Structural	LS	1	\$124,495.00	\$124,495.00	\$169,900.00	\$169,900.00	\$152,000.00	\$152,000.00
10	Pre-purchased Pumps and Motors Installation	LS	1	\$39,000.00	\$39,000.00	\$10,000.00	\$10,000.00	\$22,000.00	\$22,000.00
11	Pre-purchased Variable Frequency Drive Installation	LS	1	\$6,000.00	\$6,000.00	\$6,100.00	\$6,100.00	\$9,500.00	\$9,500.00
12	HVAC	LS	1	\$26,000.00	\$26,000.00	\$28,000.00	\$28,000.00	\$51,000.00	\$51,000.00
13	Mechanical	LS	1	\$40,000.00	\$40,000.00	\$47,000.00	\$47,000.00	\$59,000.00	\$59,000.00
14	Electrical	LS	1	\$106,000.00	\$106,000.00	\$115,000.00	\$115,000.00	\$130,000.00	\$130,000.00
15	Telemetry and Automatic Control	LS	1	\$75,500.00	\$75,500.00	\$78,250.00	\$78,250.00	\$110,000.00	\$110,000.00
16	Construction Records and O&M Manuals	LS	1	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$10,000.00	\$10,000.00
17	Testing, Startup, and Training	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
18	Minor Change	LS	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
19	On-Site Sodium Hypochlorite Generation System Mods	LS	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
20	Tree Maintenance	LS	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
21	Access Road Maintenance	LS	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
BASE BID					\$998,495.00		\$1,055,000.00		\$1,498,500.00
Washington State Sales Tax (8.6%)					\$85,870.57		\$90,730.00		\$128,871.00
TOTAL BASE BID					\$1,084,365.57		\$1,145,730.00		\$1,627,371.00

City of Black Diamond PO Box 599 Black Diamond, WA 98010									
Project: Springs North Bank Booster Station Upgrade Bid Opening: September 30, 2020		Bidder & Address	Pacific Civil & Infrastruct. 1214 140th Ave. Ct. E Sumner, WA 98390	Harbor Pacific Contr. Inc. 19628 144th Ave. NE, Ste A Woodinville, WA 98072	Derian, Inc. 12735 Willows Road NE Kirkland, WA 98034				
Item	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
ALTERNATE BID 1 (Replaces Bid Item 19)									
1	New On-site Sodium Hypochlorite Generation System	LS	1	\$54,200.00	\$54,200.00	\$47,590.00	\$47,590.00	*	\$0.00
ALTERNATE BID 1					\$54,200.00		\$47,590.00		\$0.00
BASE BID (LESS BID ITEM 19)					\$948,495.00		\$1,005,000.00		--
TOTAL REVISED BASE + ALTERNATE BID 1					\$1,002,695.00		\$1,052,590.00		--
Washington State Sales Tax (8.6%)					\$86,231.77		\$90,522.74		--
TOTAL ALTERNATE BID					\$1,088,926.77		\$1,143,112.74		--

^Difference of \$0.01 on Sales Tax due to rounding; did not change outcome
**No bid amount provided for Alternate Bid; incomplete Alternate Bid; consideration for Base Bid only*

City of Black Diamond PO Box 599 Black Diamond, WA 98010					
Project: Springs North Bank Booster Station Upgrade Bid Opening: September 30, 2020		Bidder & Address		<i>Engineer's Estimate</i>	
Item	Item Description	Unit	Qty.	Unit Bid	Amount
BASE BID					
1	Mobilization, Demobilization, Site Preparation, and Cleanup	LS	1		\$0.00
2	Demolition	LS	1		\$0.00
3	Trench Safety and Shoring	LS	1		\$0.00
4	Temporary Sedimentation and Erosion Control	LS	1		\$0.00
5	Site Work	LS	1		\$0.00
6	Site Utilities	LS	1		\$0.00
7	Unscheduled Excavation	CY	250		\$0.00
8	Unscheduled Backfill	TON	250		\$0.00
9	Structural	LS	1		\$0.00
10	Pre-purchased Pumps and Motors Installation	LS	1		\$0.00
11	Pre-purchased Variable Frequency Drive Installation	LS	1		\$0.00
12	HVAC	LS	1		\$0.00
13	Mechanical	LS	1		\$0.00
14	Electrical	LS	1		\$0.00
15	Telemetry and Automatic Control	LS	1		\$0.00
16	Construction Records and O&M Manuals	LS	1		\$0.00
17	Testing, Startup, and Training	LS	1		\$0.00
18	Minor Change	LS	1		\$0.00
19	On-Site Sodium Hypochlorite Generation System Mods	LS	1		\$0.00
20	Tree Maintenance	LS	1		\$0.00
21	Access Road Maintenance	LS	1		\$0.00
BASE BID					\$0.00
Washington State Sales Tax (8.6%)					\$0.00
TOTAL BASE BID				\$800,000 - \$1,000,000	

City of Black Diamond PO Box 599 Black Diamond, WA 98010					
Project: Springs North Bank Booster Station Upgrade Bid Opening: September 30, 2020		Bidder & Address		<i>Engineer's Estimate</i>	
Item	Item Description	Unit	Qty.	Unit Bid	Amount
ALTERNATE BID 1 (Replaces Bid Item 19)					
1	New On-site Sodium Hypochlorite Generation System	LS	1		\$0.00
	ALTERNATE BID 1				\$0.00
	BASE BID (LESS BID ITEM 19)				\$0.00
	TOTAL REVISED BASE + ALTERNATE BID 1				\$0.00
	Washington State Sales Tax (8.6%)				\$0.00
	TOTAL ALTERNATE BID			\$800,000 - \$1,000,000	

^Difference of \$0.01 on Sales Tax due to rounding; did not change outcome

*No bid amount provided for Alternate Bid; incomplete Alternate Bid; consideration for Base Bid only

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Roberts Drive Pedestrian Light Installation	Agenda Date: October 15, 2020 AB20-071	
	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): \$31,439.70 + 10% contingency	Police – Chief Kiblinger	
Fund Source: Roberts Drive project and REET	Public Works – Seth Boettcher	X
Timeline: Bid Award October	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, bid, pole location design		
<p>SUMMARY STATEMENT:</p> <p>The City requested quotes for the installation of four pedestrian lights. Three at the intersection of Roberts Drive and Morgan Street and one at the intersection of Roberts Drive and Bruckners Way. The City has the pedestrian lights stored in their warehouse. The three lights at the intersection will require some conduit provided by the Contractor. The work will likely require excavating, setting the poles and luminaires, and connecting the lights to the City's circuit as well as crossing under Roberts Drive through excavation, boring or another method approved by the City. The City received two quotes, with the lowest bidder being "Transportation Systems" for \$31,439.70 and will be covered by remaining funds from last years Roberts Drive project and from REET funds.</p> <p>Public Works has reviewed Transportation Systems bid submittal and found that their bid submittal was complete and responsive. Public Works is recommending that the City Council award the bid to Transportation Systems.</p> <p>FISCAL NOTE (Finance Department): The Roberts Drive project has not been closed and has some remaining funds. By expanding the scope of this existing project that is on the CIP the City may access Real Estate Excise Tax to fund this project.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee reviewed October 6 th		

RECOMMENDED ACTION: **MOTION to approve Resolution No. 20-1385 awarding the bid for Roberts Drive Pedestrian Streetlights project to Transportation Systems in the amount of \$31,439.70 with an additional \$3,144 contingency fund and authorizing the Mayor to execute a contract.**

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 15, 2020		

RESOLUTION NO. 20-1385

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AWARDING THE WORK FOR THE ROBERTS DRIVE
PEDESTRIAN LIGHTING INSTALLATION TO
TRANSPORTATION SYSTEMS**

WHEREAS, the City has planned and budgeted for the Roberts Drive Pedestrian Lighting Project using remaining Roberts Drive Project funds from the previous year and REET Funds; and

WHEREAS, the City received 2 quotes on September 30, 2020; and

WHEREAS, Transportation Systems, provided the lowest quote and has met all conditions of the advertisement,

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 Roberts Drive Pedestrian Streetlights project to Transportation Systems in the amount of \$31,439.70 with an additional \$3144 contingency fund and authorize the Mayor to execute a contract attached hereto, and

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 15th DAY OF OCTOBER 2020.

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 TRANSPORTATION SYSTEMS, INC. ("Contractor"), a corporation organized under the laws of the State of Washington, whose address is 6917 166th Ave. E., Sumner, WA 98390. The City and Contractor are each a "Party" and together the "Parties" to the Contract. The Parties agree as follows.
2. **Project.** The Parties enter into this Contract for purposes of Contractor providing the City with equipment, materials and performing work for the City ("the Project"), generally described as:

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

CITY:

CITY OF BLACK DIAMOND
PO Box 599 – 24301 Roberts Drive
Black Diamond, Washington 98010
Contact: Scott Hanis
Phone: (360) 851-4446 ext. 4521
Fax: (360) 851-4501

CONTRACTOR:

TRANSPORTATION SYSTEMS, INC.
6917 166th Ave. E.
Sumner, Washington 98390
Tax ID # _____
Contact: Bryson Huie
Phone: (253) 750-0284
Fax: (253) 863-9626

5. **Notice to Proceed.** Contractor shall provide an insurance certificate and statement of intent to pay prevailing wage rates within 10 days of executing this Contract. The City expects to issue a notice of award on or about October 16, 2020. Upon timely receipt of the insurance

certificate and statement of intent to pay prevailing wage rates, the City will thereafter have ten (10) days to issue a notice to proceed. November 30, 2020 shall be the deadline for completion of all work in accordance with the terms and conditions of the Contract. The deadline for completion of work may be extended, if the notice to proceed is delayed. The contract will stay in full force and effect until all obligations of the contract are satisfied.

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

A. In general.

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

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

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

B. *Work Performance.*

- (1) Prevailing wages. Contractor shall pay prevailing wages, as that term is defined under the laws of the State of Washington, for all work performed on this Project by Contractor and by Contractor's employees, agents and subcontractors. Contractor is fully responsible for prevailing wage compliance.
For reference only, and without relieving any Contractor responsibility, the City notes the State of Washington prevailing wage rates for public works projects located in King County may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this Project, the applicable effective date for prevailing wages for this Project is September 30, 2020. A copy of prevailing wage rates is also available for viewing at the office of the City (or via e-mail if City offices are closed), 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 if City offices are open, otherwise they will be provided via e-mail.

- (2) Notice to City. Minimum 24-hours prior notice shall be given to the City's Department of Public Works prior to commencement of work under this Contract.
- (3) Approved Plans & Specifications to be followed. All work is to be performed to the City's satisfaction and in compliance with the Contract Documents listed in section 6.A(3) above, unless such requirements or specifications are expressly amended in writing by the City.
- (4) Schedule of Work to be followed. The project shall be completed by November 30, 2020. Contractor shall diligently proceed with the work and shall assure that it, and its subcontractors, have adequate staffing at all times in order for Contractor to comply with any Schedule of Work agreed to by the Parties, and shall make all reasonable efforts to complete the work in a timely manner.
- (5) Duty to Correct. Contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the Contract. The Contractor shall bear the cost of correcting such rejected work. If the Contractor fails to correct nonconforming work within a reasonable time, the City may correct it and Contractor shall reimburse the City for the cost of the correction. Contractor shall provide a one year craftsmanship warranty. A material warranty will not be required for equipment provided by the City.
- (6) Project Administration/Notice to Proceed. The Public Works Director, or his or her designee, shall administer this Contract and shall have all authority provided for the City under this Contract including all project approvals, including change orders. Contractor shall not commence work until Notice to Proceed has been given by the City. All work performed under this Contract will be monitored and inspected by the Public Works Director or his or her designee, and accepted by same.

C. *Non-Discrimination.*

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

7. **Compensation.** Compensation shall be by Unit Price based on the description of work in the Request for Quotes and the Quote provided by Contractor.

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

8. Payment

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

9. Performance Bond. The City is waiving the requirement for a Performance Bond as this project is under \$35,000.

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. Once paperwork has been received by the Contractor and 45 days has passed from the date of acceptance of the Project, and the City has not received any claims against the Project, then the City will release the retainage.

11. Changes. After execution of the Contract, changes in the Project may be accomplished by change order. The City, without invalidating the Contract, may order changes in the Project within the general scope of the Contract consisting of additions, deletions or other revisions, the contract sum and Contract completion date being adjusted accordingly. Change orders shall be in writing signed by the Parties.

12. Termination of Contract. This Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, Contractor shall not be entitled to receive any further payments under the Contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any

money due or coming due to Contractor. Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

13. Responsibility Criteria and Verification by Contractor. Pursuant to Chapter 39.04 RCW, the following requirements are part of this Contract:

A. Responsibility Criteria.

(1) Eligibility to be awarded contract. Contractor hereby certifies that Contractor meets the following responsibility criteria:

- a. Contractor has a certificate of registration in compliance with chapter 18.27 RCW;
- b. Contractor has a current state unified business identifier number;
- c. If applicable, Contractor has industrial insurance coverage for Contractor's employees working in Washington as required under Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and
- d. Contractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

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

14. Insurance.

- A. All employees, subcontractors, agents to be covered. Contractor shall procure and maintain for the duration of the Contract, and shall provide proof satisfactory to the City, insurance that covers Contractor and each of Contractor's employees, subcontractors or agents (who are not otherwise covered by Contractor's insurance) against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its employees, subcontractors or agents.
- B. Lack of insurance grounds for termination of contract. Failure of Contractor to maintain insurance as required herein shall be grounds for immediate termination of this Contract by the City.

C. Title 51 Industrial Insurance Waived. The Parties have specifically negotiated as a term of this Contract that Contractor has agreed to expressly waive immunity under Title 51 RCW, Industrial Insurance Law.

D. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below and maintain such insurance for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees as follows

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

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

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

4. Builders Risk [when applicable] insurance covering interests of the City, Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire, flood, earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

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

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

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

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

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

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

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

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

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

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

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

G. Subcontractors. Contractor shall ensure that each subcontractor of every tier obtains at a minimum the same insurance coverage and limits as stated herein for Contractor (with the exception of Builders Risk insurance). Upon request of the City, Contractor shall provide evidence of such insurance.

H. Contractor's Other Losses. Whether insured or not, Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, vehicles, equipment or other personal property; and Contractor's employee owned

tools, machinery, equipment, or motor vehicles owned or rented by Contractor, or Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

15. Claims for damages.

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF BLACK DIAMOND

CONTRACTOR

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Office of the City Attorney

Attachments

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Corp. officer signature (not contract signer)

Printed

Title

State of _____

County of _____

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

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

Notary Public (Signature)

Notary Public (Print)

My commission expires _____

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

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

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

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

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

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

Contractor Signature

Date



6917 166th Ave E
Sumner, WA 98390
253-750-0284 * 253-863-9626 Fax

TO: City of Black Diamond

DATE: 9/30/2020

RE: City of Black Diamond- Installation of 4 Pedestrian Lights

We are pleased to provide this letter of clarity as to the scope of those items we plan to offer within our proposal for the referenced project.

We offer the following, using the bid form quantities and item numbers:

Bid Item	Description	Qty	Unit	Unit Price	Extension
1	Pedestrian Lighting	1	LS	\$ 28,950.00	\$ 28,950.00
	Tax Rate	8.6%			\$ 2,489.70
	TOTAL				\$ 31,439.70

***Any modifications to our bid must be agreed to prior to bid opening
(i.e. no bid item may be deleted without discussion).***

Exclusions:

- 1 Bond
- 2 Survey, Testing or Engineering
- 3 Temp power services, Temp lighting, or power cost.
- 4 Irrigation restoration
- 5 Permits (other than electrical)
- 6 Material Warrantee by City of Black Diamond (Light Poles & Fixtures Supplied by City of Black Diamond)

We include:

- | | |
|-------------------------------------|---|
| 1 WSST | 4 4 Direct Bury Foundations for City provided poles & |
| 2 Insurance and premium at our cost | 5 Electrical Wire and Conduit for a complete system |
| 3 Bore across Roberts Drive | 6 Electrical Permit with LNI |
| 4 Agree to 5 % retention | 7 Traffic Control |
| 5 1 year craftsmanship warrantee. | |

Contact the undersigned with any questions at Bhuie@transportationsystemsinc.com or 253-750-0284.

Sincerely:

Transportation Systems, Inc

Bryson S. Huie

Bryson Huie

TRANSPORTATION SYSTEMS, INC IS AN EQUAL OPPORTUNITY EMPLOYER



Author: Scott Hanis

Date: August 25, 2020

Project Location Pedestrian Lighting

Legend



Pedestrian Light

0

150

300 Feet

