CITY OF BLACK DIAMOND

August 5, 2021 - 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

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 –** August 5, 2021 Check No 50217 through 50293 (voids, 50163-50242) in the amount of $271,702.61
2) **Payroll** – June 30, 2021, Check No. 20091 through 20102 and ACHs in the amount of $437,968.16
3) **Minutes** –Work Session of July 8, 2021, Special Council Meeting of July 12, 2021, Special Meeting of July 15, 2021, and Council Meeting of July 15, 2021
4) **AB 21-039A** - Resolution Awarding Low Bid and Contract to Pacific Civil & Infrastructure for the Springs Transmission Main Replacement Project — Mr. Boettcher

PUBLIC COMMENTS: Persons wishing to address the City Council regarding items of new business are encouraged to do so at this time. Please use the "raise your hand" feature and once recognized by the Chair you may unmute and state your name and city for the record. Please limit your comments to 3 minutes. For those dialing in please press *9 to raise your hand and *6 to unmute yourself.

PUBLIC HEARINGS: None
UNFINISHED BUSINESS: None

NEW BUSINESS:

5) **AB21-046** – Resolution Authorizing Contract with Grindline Skateparks for Design and Engineering — Ms. Davis
6) **AB21-047** – Ordinance Amending BDMC Section 18.100.655 Relating to Senior Housing — Ms. Davis

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

- Councilmember Oglesbee
- Councilmember Wisnoski
- Councilmember Mulvihill
- Councilmember de Leon
- Councilmember O'Donnell
- Councilmember Page
- Councilmember Deady

ATTORNEY REPORT:

EXECUTIVE SESSION:

ADJOURNMENT:

CERTIFICATION

Date: **July 15, 2021 Council Meeting**

Check No.'s / EFT	Batch Name	Check / EFT Date	Amount
50217 - 50241 & 50243	Early 5th June Batch	07/16/21	$ 110,750.20
V50163 - 50242	July Void	07/16/21	$ 0.00
50244 - 50245	Early 3rd July Batch	07/26/21	$ 49,276.40
50246 - 50291	Third July Batch	08/06/21	$ 106,771.35
50292 - 50293	1st August Batch	08/06/21	4,904.66
		TOTAL	**$ 271,702.61**

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

May Miller

MAY MILLER, FINANCE DIRECTOR

July 29, 2021

DATE

CAROL BENSON, MAYOR

DATE

COUNCILMEMBERS:

DATE:

Voucher Directory with Transaction Date

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

2 Watch Monitoring, Inc.

50217 **6/1/2021** **2021 - June - Early 5th June Batch for 08.05.2021 Council**
42854
June 2021 Service
001-000-211-523-60-49-01 Electronic Home Monitor Costs $375.00
Total 42854 **$375.00**
Total 50217 **$375.00**
Total 2 Watch Monitoring, Inc. **$375.00**

Blueline

50218 **7/2/2021** **2021 - June - Early 5th June Batch for 08.05.2021 Council**
21522
June 2021 Service
001-000-240-558-60-41-01 Prof Serv- Long Range Planning $868.50
Housing Action Plan
Total 21522 **$868.50**

50218 **7/2/2021** **2021 - June - Early 5th June Batch for 08.05.2021 Council**
21523
June 2021 Service
310-000-029-558-60-41-00 Parks Plan $2,281.50
Parks Plan
Total 21523 **$2,281.50**

50218 **7/2/2021** **2021 - June - Early 5th June Batch for 08.05.2021 Council**
21525
June 2021 Service
310-000-029-558-60-41-00 Parks Plan $4,043.00
Parks Plan
Total 21525 **$4,043.00**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	50218			**7/2/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**				
		21577							
			June 2021 Service						
			404-000-019-594-34-63-01			Morganville S Wtr-Engineering			$1,492.00
		Total 21577							**$1,492.00**
	Total 50218								**$8,685.00**
Total Blueline									**$8,685.00**
CHS/Cenex									
	50219			**6/30/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**				
		128275 06302021 PD							
			June 2021 Fuel						
			001-000-210-521-10-32-00			PD-Fuel			$2,404.98
							Police		
		Total 128275 06302021 PD							**$2,404.98**
	Total 50219								**$2,404.98**
Total CHS/Cenex									**$2,404.98**
City of Enumclaw									
	50220			**7/14/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**				
		6126							
			2nd Qtr 2021 Service						
			001-000-211-523-60-49-00			Jail Costs			$30.00
							Administrative Booking Fee		
			001-000-211-523-60-49-00			Jail Costs			$450.00
							6 days (Guaranteed Bed)		
			001-000-211-523-60-49-00			Jail Costs			$6,370.00
							91 days (Additional Bed)		
			001-000-211-523-60-49-02			Prisoner Lang/ Medical Costs			$282.12
							Medical Billing		
		Total 6126							**$7,132.12**
	Total 50220								**$7,132.12**
Total City of Enumclaw									**$7,132.12**
Commercial Driver School									
	50221			**5/17/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**				
		22242							
			May 2021 Service						
			101-000-000-544-90-49-00			PW Clearing-Shared Training- Clearing Acct			$5,037.00

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
				CDL Training J Stavano					
		Total 22242							$5,037.00
	Total 50221								$5,037.00
Total Commercial Driver School									**$5,037.00**

First Net

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	50222			**7/13/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**				
		287294109909X07132021							
		June 2021 Service							
			001-000-145-518-80-42-00			Tele Communications			$50.88
				IT					
			001-000-145-518-80-42-01			Telephone, DSL, Web, and Radios			$903.76
				Data Plans					
			001-000-195-525-60-49-03			COVID Technology Costs			$471.70
				Telecommuters - Covid					
			001-000-214-521-20-42-00			Police Tele/web/DSL/Air Cards			$610.56
				Police					
			001-000-240-558-51-42-00			Telephone			$152.64
				Com Dev					
			001-000-246-558-70-42-01			Telephones			$157.57
				MDRT					
			001-000-254-518-20-42-00			Facilities-Telephones			$50.88
				Facilities					
			001-000-254-518-20-42-00			Facilities-Telephones			$50.88
				City Clerk					
			001-000-270-576-80-42-00			Telephone/DSL/Radios			$16.82
				4% Parks					
			001-000-280-536-20-42-00			Telephone, DSL & Radios			$8.41
				2% Cemetery					
			101-000-000-542-30-42-01			Telephone/DSL/Radios			$92.50
				22% Streets					
			401-000-000-534-80-42-00			Telephone/DSL/Radios			$100.91
				24% Water					
			407-000-000-535-80-42-00			Telephone/DSL/Radios			$100.91
				24% Sewer					
			410-000-000-531-10-42-00			Telephone/DSL/Radios			$100.92

Vendor Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
				24% Drainage	
	Total 287294109909X07132021				**$2,869.34**
Total 50222					**$2,869.34**
Total First Net					**$2,869.34**

Grainger

Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Amount
50223			**6/29/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**	
	9948880605				
		PW - Supplies			
		101-000-000-542-30-31-04		Uniforms & Safety Supplies	$90.42
				Safety - Lockout Hasp & Tags	
	Total 9948880605				**$90.42**
50223			**6/29/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**	
	9948880613				
		PW - Supplies			
		101-000-000-542-30-31-04		Uniforms & Safety Supplies	$36.47
				Safety - Lockout Padlock	
	Total 9948880613				**$36.47**
Total 50223					**$126.89**
Total Grainger					**$126.89**

HWA GeoSciences Inc.

Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Amount
50224			**6/25/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**	
	31806				
		Service through 06.25.2021			
		001-000-257-558-70-41-05		MDRT Geotech	$1,600.00
	Total 31806				**$1,600.00**
50224			**6/25/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**	
	31808				
		Service through 06.25.2021			
		001-000-257-558-70-41-05		MDRT Geotech	$1,100.00
	Total 31808				**$1,100.00**
Total 50224					**$2,700.00**
Total HWA GeoSciences Inc.					**$2,700.00**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
King County Finance - I-Net									
	50225			**6/30/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**				
		11010285							
			June 2021 Service						
			001-000-214-521-20-42-01			Police Comm KC I-Net			$375.00
							PD INet		
			001-000-248-518-20-42-00			MDRT Telephone costs			$150.00
							MDRT INet		
			001-000-254-518-20-42-00			Facilities-Telephones			$225.00
							CH/CD INet		
		Total 11010285							**$750.00**
	Total 50225								**$750.00**
Total King County Finance - I-Net									**$750.00**
King County Radio Comm Services									
	50226			**6/28/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**				
		2021-06-28							
			June 2021 Service						
			001-000-214-521-20-41-03			K/C 800 Mhz Radio Costs			$1,441.36
		Total 2021-06-28							**$1,441.36**
	Total 50226								**$1,441.36**
Total King County Radio Comm Services									**$1,441.36**
L.N. Curtis & Sons									
	50227			**6/30/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**				
		INV504092							
			PD - Uniforms						
			001-000-210-521-10-31-04			PD-Uniforms			$152.93
							Patches		
		Total INV504092							**$152.93**
	Total 50227								**$152.93**
Total L.N. Curtis & Sons									**$152.93**
Madrona Law Group LLC									
	50228			**7/7/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**				
		10816							
			June 2021 Service						
			101-000-000-543-30-41-05			Legal Costs			$150.00
							General City Billing		

Vendor	Transaction Number / Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
		320-000-038-544-40-41-00	Tr Impact Fee Prof Svs	$1,379.00
		TIF Ordinance		
		402-000-000-594-34-63-11	WSFFA-Partner-Legal Costs	$225.00
		Springs Project		
		404-000-019-594-34-63-01	Morganville S Wtr-Engineering	$75.00
	Total 10816			**$1,829.00**
	50228	**7/7/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**	
	10817			
		June 2021 Service		
		001-000-150-515-41-41-36	Legal Svs-Code Enforcement	$472.00
		CD - Code Enforcement		
	Total 10817			**$472.00**
	50228	**7/7/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**	
	10818			
		June 2021 Service		
		001-000-195-525-60-41-39	COVID Legal Service	$504.00
		Covid		
	Total 10818			**$504.00**
	50228	**7/7/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**	
	10819			
		June 2021 Service		
		001-000-150-515-41-41-40	Legal Svs Development Permits	$180.00
		CD - Permit Review		
	Total 10819			**$180.00**
	50228	**7/7/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**	
	10820			
		June 2021 Service		
		001-000-150-515-41-41-01	Legal Services-General Govt	$4,965.30
		General City Billing		
		101-000-000-543-30-41-05	Legal Costs	$1,103.40
		General City Billing		
		401-000-000-534-80-41-04	Legal Svcs	$1,655.10
		General City Billing		
		407-000-000-535-80-41-09	Legal Costs	$1,655.10
		General City Billing		
		410-000-000-531-10-41-01	Legal Costs	$1,655.10
		General City Billing		
	Total 10820			**$11,034.00**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
	50228			**7/7/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**		
		10821					
			June 2021 Service				
			001-000-150-515-45-41-10		Legal Lawsuits/Other Charges		$2,040.00
					Lawsuit - Koler		
		Total 10821					**$2,040.00**
	50228			**7/7/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**		
		10822					
			June 2021 Service				
			001-000-150-515-41-41-02		Legal Services -Employment		$322.00
					Employment		
		Total 10822					**$322.00**
	50228			**7/7/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**		
		10823					
			June 2021 Service				
			001-000-257-558-70-41-00		MDRT Legal Services		$3,420.00
					MDRT / OakPoint		
		Total 10823					**$3,420.00**
	50228			**7/7/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**		
		10824					
			June 3021 Service				
			001-000-150-515-41-41-17		Legal Costs-Public Disc/Oth		$1,061.00
					Public Records Requsts Advice		
		Total 10824					**$1,061.00**
	50228			**7/7/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**		
		10825					
			June 2021 Service				
			001-000-150-515-41-41-40		Legal Svs Development Permits		$480.00
					CD - Permit Review		
		Total 10825					**$480.00**
	50228			**7/7/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**		
		10826					
			June 2021 Service				
			001-000-150-515-41-41-41		Legal Costs-TDR'S		$305.16
					TDR		
		Total 10826					**$305.16**
	Total 50228						**$21,647.16**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
Total Madrona Law Group LLC									**$21,647.16**

Malakooti Translating

50229			**6/23/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**	
	06232021 MT				
		June 2021 Service			
		001-000-120-512-50-41-04		Court Interpreter	$110.00
	Total 06232021 MT				**$110.00**
Total 50229					**$110.00**
Total Malakooti Translating					**$110.00**

Maria Moscoso

50230			**6/9/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**	
	2100012 MM				
		June 2021 Service			
		001-000-120-512-50-41-04		Court Interpreter	$121.00
	Total 2100012 MM				**$121.00**
50230			**6/23/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**	
	2100013				
		June 2021 Service			
		001-000-120-512-50-41-04		Court Interpreter	$121.00
	Total 2100013				**$121.00**
Total 50230					**$242.00**
Total Maria Moscoso					**$242.00**

Office Products Nationwide

50231			**6/24/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**	
	1146288-0				
		CH - Supplies			
		001-000-180-518-50-31-00		Office Supplies City Hall	$28.24
			CH Office Supplies		
	Total 1146288-0				**$28.24**
Total 50231					**$28.24**
Total Office Products Nationwide					**$28.24**

Puget Sound Energy

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	50232			7/6/2021	2021 - June - Early 5th June Batch for 08.05.2021 Council				
		07062021 PSE							
		June 2021 Service							
			001-000-212-521-50-47-00			Electric/gas	220013379882: Police Storage		$34.47
			001-000-212-521-50-47-00			Electric/gas	200009377470: PD/CT Elec		$522.01
			001-000-248-518-20-47-00			MDRT Electricity	220013379841: MDRT Mod Bldgs Elec		$259.64
			001-000-254-518-20-47-00			Facilities-Utilities	200008061844: City Hall Elec		$167.45
			001-000-254-518-20-47-00			Facilities-Utilities	200008062016: City Hall Elec		$39.31
			001-000-254-518-20-47-00			Facilities-Utilities	220013379841: CD/PW Mod Bldgs Elec		$389.46
			001-000-270-575-30-47-00			Museum Electric/Gas	220013378793: Museum		$204.12
			001-000-270-575-51-47-00			Gym- Electricity and Gas	220013379652: Gym		$242.64
			001-000-270-576-80-47-00			Electric/Gas	220013379635: PW Shop-Parks 4%		$3.92
			001-000-270-576-80-47-00			Electric/Gas	220013379221: Lake Sawyer Boat Launch		$12.73
			001-000-280-536-20-47-00			Electric/Gas	220013379635: PW Shop-Cemetery 2%		$1.96
			101-000-000-542-63-47-01			Street Lighting	220013379197: Cov Sawyer & 216th		$44.49
			101-000-000-542-63-47-01			Street Lighting	220013379817: Ped Lighting Roberts		$61.56
			101-000-000-542-63-47-01			Street Lighting	220022730851: Street Light The Villages Roberts Dr Phase 5		$9.09
			101-000-000-542-63-47-01			Street Lighting	220013379247: 216th Signal & Street Lights		$11.52
			101-000-000-542-63-47-01			Street Lighting	220014704229: Intersection Light 219th & SE 296th St		$126.22
			101-000-000-542-63-47-01			Street Lighting	220013379601: Baker St Crosswalk		$14.58
			101-000-000-542-63-47-01			Street Lighting	220013397355: PSE Streetlights		$2,045.97
			101-000-000-542-63-47-01			Street Lighting	220019188881: Intersection Light 24430 Morgan St		$12.32

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
			101-000-000-542-63-47-01			220024468559: Roberts Dr & Bruckners Way	Street Lighting		$75.29
			101-000-000-543-50-47-00			220013379635: PW Shop-Street 22%	Electric/Gas		$21.55
			401-000-000-534-80-47-00			220013378835: Booster Station	Electric/Gas		$4,137.85
			401-000-000-534-80-47-00			220013378868: 4.3 Mil Gal Resv	Electric/Gas		$333.95
			401-000-000-534-80-47-00			220013379635: PW Shop-Water 24%	Electric/Gas		$23.51
			401-000-000-534-80-47-00			220013378850: .5 Mil Gal Resv	Electric/Gas		$34.68
			407-000-000-535-80-47-00			220013379619: Sewer Pump	Electric/Gas		$12.61
			407-000-000-535-80-47-00			220013378819: Morganville Lift Station	Electric/Gas		$86.71
			407-000-000-535-80-47-00			220013379643: Diamond Glen Sewer	Electric/Gas		$34.17
			407-000-000-535-80-47-00			220013379635: PW Shop-Sewer 24%	Electric/Gas		$23.51
			410-000-000-531-10-47-00			220013379635: PW Shop-Drainage 24%	Electric/Gas		$23.49
		Total 07062021 PSE							**$9,010.78**
	Total 50232								**$9,010.78**
Total Puget Sound Energy									**$9,010.78**

Republic Services #176

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	50233			**6/30/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**				
		0176-006444985							
			June 2021 Service						
			001-000-248-518-20-47-03			MDRT	MDRT-Waste Disposal Costs		$126.53
			001-000-254-518-20-47-01			City Hall	Facilities-Waste Disposal		$189.80
		Total 0176-006444985							**$316.33**
	50233			**6/30/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**				
		0176-006445256							
			June 2021 Service						
			001-000-270-576-80-47-04			PW-Parks	Garbage & Waste Disposal		$140.23

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
			001-000-280-536-20-47-04			PW-Cemetery	Waste Disposal		$11.22
			101-000-000-543-50-47-04			PW-Street	Waste Disposal		$89.75
			401-000-000-534-80-47-04			PW-Water	Waste Disposal		$106.57
			407-000-000-535-80-47-04			PW-Sewer	Waste Disposal		$106.57
			410-000-000-531-10-47-04			PW-Drainage	Waste Disposal		$106.57
		Total 0176-006445256							**$560.91**
	50233			**6/30/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**				
		0176-006445398							
			June 2021 Service						
			001-000-212-521-50-47-04			Police & Court	Waste Disposal		$316.33
		Total 0176-006445398							**$316.33**
	Total 50233								**$1,193.57**
Total Republic Services #176									**$1,193.57**
South Correctional Entity									
	50234			**7/9/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**				
		5325 SCE							
			June 2021 Service						
			001-000-211-523-60-49-00			13 days	Jail Costs		$2,392.00
		Total 5325 SCE							**$2,392.00**
	Total 50234								**$2,392.00**
Total South Correctional Entity									**$2,392.00**
Tacoma Public Utilities									
	50235			**6/30/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**				
		06302021 TPU							
			June 2021 Service						
			401-000-000-534-80-41-05			Base Fee	Tacoma Wholesale base Charge		$12,215.70
		Total 06302021 TPU							**$12,215.70**
	Total 50235								**$12,215.70**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	50243			**6/30/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**				
		06302021 ADJ							
			Consumption Billing 06.30.2021						
			401-000-000-534-80-47-05			Tacoma Util- Water Purchase			$3,494.56
							Consumption		
		Total 06302021 ADJ							**$3,494.56**
	Total 50243								**$3,494.56**
Total Tacoma Public Utilities									**$15,710.26**
UBM									
	50236			**7/6/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**				
		INV							
			June 2021 Service						
			001-000-120-512-50-49-02			Printing and Binding			$104.80
							Copy Charges		
		Total INV							**$104.80**
	Total 50236								**$104.80**
Total UBM									**$104.80**
Utilities Underground Location Center									
	50237			**6/30/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**				
		1060125							
			June 2021 Service						
			401-000-000-534-80-41-08			Locating Service			$118.68
							92 locates		
		Total 1060125							**$118.68**
	Total 50237								**$118.68**
Total Utilities Underground Location Center									**$118.68**
Valley Communications Center									
	50238			**7/10/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**				
		0025756							
			June 2021 Service						
			001-000-214-521-20-41-00			Valley Comm - Dispatch Service			$10,328.89
							233 calls		
		Total 0025756							**$10,328.89**

Vendor Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void	Amount
50238	**7/10/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**		
0025773				
	June 2021 Service			
	001-000-214-521-20-41-02	Valley Comm - Access Charge		$435.70
Total 0025773				**$435.70**
Total 50238				**$10,764.59**
Total Valley Communications Center				**$10,764.59**
Varius Inc.				
50239	**6/14/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**		
1377 VAR				
	Service through 06.10.2021			
	001-000-257-558-70-41-02	MDRT Civil Engineering		$17,679.00
Total 1377 VAR				**$17,679.00**
Total 50239				**$17,679.00**
Total Varius Inc.				**$17,679.00**
Washington State Patrol				
50240	**7/8/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**		
I21006815				
	June 2021 Service			
	633-000-500-589-30-00-00	CPL Fees for WSP/FBI - Fingerprint		$26.50
	Fingerprints - CPL			
Total I21006815				**$26.50**
Total 50240				**$26.50**
Total Washington State Patrol				**$26.50**
Water Management Laboratories, Inc.				
50241	**6/18/2021**	**2021 - June - Early 5th June Batch for 08.05.2021 Council**		
194499				
	June 2021 Service			
	401-000-000-534-80-41-02	Water Testing and Sampling		$48.00
Total 194499				**$48.00**
Total 50241				**$48.00**
Total Water Management Laboratories, Inc.				**$48.00**

Vendor Count 25 **Grand Total $110,750.20**

Voucher Directory with Transaction Date

Vendor / Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
APA Washington			
V50163	**6/30/2021**	**2021 - July - July 2021 Void Batch**	
V B13706788			
Wrong Vendor			
001-000-195-525-60-49-03		COVID Technology Costs	($328.84)
Total V B13706788			**($328.84)**
Total V50163			**($328.84)**
Total APA Washington			**($328.84)**
SHI International Corp.			
50242	**6/30/2021**	**2021 - July - July 2021 Void Batch**	
B13706788 R			
001-000-195-525-60-49-03		COVID Technology Costs	$328.84
Total B13706788 R			**$328.84**
Total 50242			**$328.84**
Total SHI International Corp.			**$328.84**

Vendor Count 2 **Grand Total $0.00**

Voucher Directory with Transaction Date

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
Chicago Title									
	50244			**7/22/2021**	**2021 - July - Early 3rd July Batch**				
		1385176							
			July 2021 Service						
			404-000-016-594-34-63-00			N. Comm.-Wtr Fire Flow Loop	Easement Processing		$165.15
		Total 1385176							**$165.15**
	Total 50244								**$165.15**
Total Chicago Title									**$165.15**
Pacifica Law Group, LLP									
	50245			**5/11/2021**	**2021 - July - Early 3rd July Batch**				
		67756							
			May 2021 Service						
			001-000-150-515-45-41-10			Legal Lawsuits/Other Charges			$7,393.50
		Total 67756							**$7,393.50**
	50245			**6/14/2021**	**2021 - July - Early 3rd July Batch**				
		68316							
			June 2021 Service						
			001-000-150-515-45-41-10			Legal Lawsuits/Other Charges			$26,332.75
		Total 68316							**$26,332.75**
	50245			**7/7/2021**	**2021 - July - Early 3rd July Batch**				
		68932							
			July 2021 Service						
			001-000-150-515-45-41-10			Legal Lawsuits/Other Charges			$15,385.00
		Total 68932							**$15,385.00**
	Total 50245								**$49,111.25**
Total Pacifica Law Group, LLP									**$49,111.25**

Vendor Count 2 **Grand Total $49,276.40**

Voucher Directory with Transaction Date

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
AHBL, Inc.						
	50246			**6/30/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
		126407				
			June 2021 Service			
			001-000-240-558-60-41-01		Prof Serv- Long Range Planning	$7,273.75
		Total 126407				**$7,273.75**
	Total 50246					**$7,273.75**
Total AHBL, Inc.						**$7,273.75**
Alpine Products Inc.						
	50247			**7/12/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
		TM-203262				
			PW - Supplies			
			101-000-000-542-64-31-01		Street Signs	$134.65
				Street Signs		
		Total TM-203262				**$134.65**
	50247			**7/22/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
		TM-203322				
			PW - Supplies			
			101-000-000-542-64-31-01		Street Signs	$121.44
		Total TM-203322				**$121.44**
	Total 50247					**$256.09**
Total Alpine Products Inc.						**$256.09**
Amazon Capital Services, Inc.						
	50248			**7/13/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
		13K3-W67C-9GXQ				
			EM - COVID Supplies			
			001-000-195-525-60-31-02		COVID PPE & Safety Supplies	$157.55
				N95 Respirators		
		Total 13K3-W67C-9GXQ				**$157.55**

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
	50248	**7/22/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
	19PM-1Y1H-7H9D				
	PW - Supplies				
	401-000-000-534-80-41-02		Water Testing and Sampling		$54.42
			Chlorine Packets		
	Total 19PM-1Y1H-7H9D				**$54.42**
	50248	**6/27/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
	1KVR-XYXP-JHTQ				
	IT - COVID Supplies				
	001-000-195-525-60-49-03		COVID Technology Costs		$795.50
			Surface Docks, USB Cables		
	Total 1KVR-XYXP-JHTQ				**$795.50**
	50248	**7/23/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
	1Q4D-7QXG-6YJH				
	PW - Supplies				
	001-000-270-576-80-31-03		Parks Operating Supplies		($152.13)
			Returned Disposal Bags		
	Total 1Q4D-7QXG-6YJH				**($152.13)**
	50248	**7/12/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
	1QCX-LGKC-36PK				
	PW - Supplies				
	001-000-270-576-80-31-03		Parks Operating Supplies		$40.16
			Valve with flow control		
	Total 1QCX-LGKC-36PK				**$40.16**
	50248	**7/22/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
	1QD6-FTFW-9W63				
	PW - Supplies				
	401-000-000-534-80-49-03		Training		$343.48
			Water System Training Manuals		
	Total 1QD6-FTFW-9W63				**$343.48**
	50248	**7/16/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
	1QPR-LPLF-FWTR				
	CH - Supplies				
	001-000-180-518-50-31-00		Office Supplies City Hall		$211.79
			Calculator, Mats, Monitor Stand		
	Total 1QPR-LPLF-FWTR				**$211.79**

Vendor					
Transaction Number	Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void	Amount
50248		7/17/2021	2021 - July - 3rd July Batch for 8/05/2021 Council		
	1XVR-XHYP-K9DW				
		EM - COVID Supplies			
		001-000-195-525-60-31-02	COVID PPE & Safety Supplies		$239.00
			Masks		
	Total 1XVR-XHYP-K9DW				$239.00
Total 50248					$1,689.77
Total Amazon Capital Services, Inc.					**$1,689.77**
Andrew Raker					
50249		7/20/2021	2021 - July - 3rd July Batch for 8/05/2021 Council		
	07202021 AR				
		PD - Traffic School Refund			
		001-000-210-342-10-01-00	Police Traffic School Fee		$169.00
			Fees paid to wrong entity		
	Total 07202021 AR				$169.00
Total 50249					$169.00
Total Andrew Raker					**$169.00**
APS, Inc					
50250		5/20/2021	2021 - July - 3rd July Batch for 8/05/2021 Council		
	80532				
		CH - Supplies			
		001-000-180-518-50-42-00	Postage		$190.05
			Ink Cart. for Stamp Machine		
	Total 80532				$190.05
Total 50250					$190.05
Total APS, Inc					**$190.05**
Architects Rasmussen Triebelhorn AIA/PS					
50251		7/16/2021	2021 - July - 3rd July Batch for 8/05/2021 Council		
	1786				
		June 2021 Service			
		310-000-002-594-18-62-03	Gen Govt Campus Improvements		$5,315.80
			City Hall Project		
	Total 1786				$5,315.80
Total 50251					$5,315.80
Total Architects Rasmussen Triebelhorn AIA/PS					**$5,315.80**

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

Big Mountain Enterprises

Transaction Number	Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Amount
50252		**7/16/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
	07162021 BME			
		Hydrant Meter Refund		
		401-000-000-343-40-00-01	Water Charges	$14.35
			Refund Overpayment	
		401-000-000-369-91-03-00	Water Hydrant Meter Deposits	$1,000.00
			Deposit Refund	
	Total 07162021 BME			**$1,014.35**
Total 50252				**$1,014.35**

Total Big Mountain Enterprises **$1,014.35**

Bill's Locksmith Service Inc.

Transaction Number	Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Amount
50253		**6/3/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
	122501			
		PW - Supplies		
		401-000-000-534-80-31-01	Water Operating Supplies	$91.16
			Locks	
	Total 122501			**$91.16**
50253		**6/3/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
	122709			
		PW - Supplies		
		401-000-000-534-80-31-01	Water Operating Supplies	$690.33
			Locks	
	Total 122709			**$690.33**
Total 50253				**$781.49**

Total Bill's Locksmith Service Inc. **$781.49**

Black Diamond Auto Parts

Transaction Number	Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Amount
50254		**6/8/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
	455093			
		PW - Supplies		
		101-000-000-544-90-48-02	PW Clearing- Shared Veh/Equip Maint	$430.39
			Battery, Cleaner, Gloves	
	Total 455093			**$430.39**
Total 50254				**$430.39**

Total Black Diamond Auto Parts **$430.39**

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

Builders Exchange of WA Inc

Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Amount
50255			**7/8/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
	1069502				
		July 2021 Service			
		402-000-003-594-34-63-06		Springs Water Project	$131.25
				Publish Project Online	
	Total 1069502				**$131.25**
Total 50255					**$131.25**

Total Builders Exchange of WA Inc **$131.25**

CallTower, Inc.

Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Amount
50256			**7/26/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
	200805942				
		July 2021 Service			
		001-000-120-512-50-42-00		Telephone/DSL	$188.94
				Court Telephone	
		001-000-214-521-20-42-00		Police Tele/web/DSL/Air Cards	$566.82
				Police Telephone	
		001-000-240-558-51-42-00		Telephone	$245.89
				Comm Dev Telephone	
		001-000-246-558-70-42-01		Telephones	$137.86
				MDRT Telephone	
		001-000-254-518-20-42-00		Facilities-Telephones	$369.88
				City Hall Telephone	
		001-000-270-576-80-42-00		Telephone/DSL/Radios	$10.40
				4% Parks Telephone	
		001-000-280-536-20-42-00		Telephone, DSL & Radios	$5.20
				2% Cemetary Telephone	
		101-000-000-542-30-42-01		Telephone/DSL/Radios	$57.21
				22% Streets Telephone	
		401-000-000-534-80-42-00		Telephone/DSL/Radios	$62.41
				24% Water Telephone	
		407-000-000-535-80-42-00		Telephone/DSL/Radios	$62.41
				24% Sewer Telephone	
		410-000-000-531-10-42-00		Telephone/DSL/Radios	$62.41
				24% Drainage Telephone	
	Total 200805942				**$1,769.43**
Total 50256					**$1,769.43**

Total CallTower, Inc. **$1,769.43**

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

CenturyLink (WA)

50257		**7/11/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
	07112021 CL			
		July 2021 Service		
		401-000-000-534-80-42-00	Telephone/DSL/Radios	$367.20
			360-886-7235 830B: Water Reservoir	
		407-000-000-535-80-42-00	Telephone/DSL/Radios	$57.63
			360-886-0537 580B: Diamond Glen Sewer	
		407-000-000-535-80-42-00	Telephone/DSL/Radios	$62.98
			360-886-2835 784B: Morganville Pump Station	
		407-000-000-535-80-42-00	Telephone/DSL/Radios	$73.76
			360-886-8146 712B: Old Lawson Pump Station	
		407-000-000-535-80-42-00	Telephone/DSL/Radios	$58.73
			360-886-0474 006B: Ridge Sewer Pump Station	
	Total 07112021 CL			**$620.30**
Total 50257				**$620.30**

Total CenturyLink (WA) **$620.30**

Comcast

50258		**7/10/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
	07102021 COM			
		July 2021 Service		
		001-000-214-521-20-42-00	Police Tele/web/DSL/Air Cards	$6.07
			Police Cable TV Act 8498 34 014 0106172	
	Total 07102021 COM			**$6.07**
Total 50258				**$6.07**

Total Comcast **$6.07**

Cutters Supply Inc.

50259		**7/21/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
	141235			
		PW - Supplies		
		101-000-000-544-90-31-00	PW Clearing Acct-Supplies	$807.27
	Total 141235			**$807.27**
Total 50259				**$807.27**

Total Cutters Supply Inc. **$807.27**

Vendor Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
Financial Consultants International Inc			
50260	**7/9/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
17270			
2021 Ford Explorer			
510-000-300-594-21-64-00		Police Vehicles-replace	$17,156.60
Total 17270			**$17,156.60**
Total 50260			**$17,156.60**
Total Financial Consultants International Inc			**$17,156.60**
Firestone Complete Auto Care			
50261	**6/13/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
83299			
PD - Veh Rep & Maint			
001-000-210-521-10-48-01		PD-Vehicle/Eq. Mtc. & Repair	$706.37
	Tires		
Total 83299			**$706.37**
Total 50261			**$706.37**
Total Firestone Complete Auto Care			**$706.37**
Fugate Ford			
50262	**7/15/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
455173			
July 2021 Service			
001-000-181-518-30-48-00		Vehicle Mtc. & Repair	$581.31
	Brakes - 2015 Ford F150		
Total 455173			**$581.31**
Total 50262			**$581.31**
Total Fugate Ford			**$581.31**
Home Depot Credit Service			
50263	**6/20/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
1010316			
EM - COVID Supplies			
001-000-195-525-60-31-02		COVID PPE & Safety Supplies	$158.07
	Acrylic Sheets & Cutting Tool		
Total 1010316			**$158.07**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
	50263	**2525400**		**7/19/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
			IT - Supplies				
			001-000-145-518-80-35-00		Small Tools & Minor Equipment		$7.03
					Storage Container		
		Total 2525400					**$7.03**
	50263	**2611327**		**7/9/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
			PW - Supplies				
			101-000-000-542-30-31-03		Streets Operating Supplies		$63.17
					PVC piping for crosswalks		
		Total 2611327					**$63.17**
	50263	**2623402**		**7/9/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
			PW - Supplies				
			101-000-000-542-30-31-03		Streets Operating Supplies		$14.37
					Supplies for crosswalks		
		Total 2623402					**$14.37**
	50263	**3903570**		**6/8/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
			PW - Supplies				
			101-000-000-544-90-48-01		PW Clearing-shared Shop Cost		($252.47)
					Returned Shelving for Shop		
		Total 3903570					**($252.47)**
	50263	**4016501**		**7/27/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
			PW - Supplies				
			101-000-000-544-90-48-01		PW Clearing-shared Shop Cost		$432.63
					I-Beam Shelving for Shop		
		Total 4016501					**$432.63**
	50263	**4620041**		**7/27/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
			PD - Supplies				
			001-000-212-521-50-31-00		Police Bldg Mtc Sup		$36.87
		Total 4620041					**$36.87**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
	50263	**5014567**		**7/16/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
			PD - Supplies				
			001-000-212-521-50-48-02		Police Bldg Repairs & Maintenance		$49.46
					Misc Electrical Supplies		
		Total 5014567					**$49.46**
	50263	**5613887**		**7/26/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
			PD - Supplies				
			001-000-210-521-10-31-00		PD-Operating Supplies		$50.10
		Total 5613887					**$50.10**
	50263	**6973724**		**6/15/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
			EM - COVID Supplies				
			001-000-195-525-60-31-02		COVID PPE & Safety Supplies		$42.87
					Acrylic Sheets		
		Total 6973724					**$42.87**
	50263	**763170**		**6/11/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
			EM - COVID Supplies				
			001-000-195-525-60-31-02		COVID PPE & Safety Supplies		$128.61
					Acrylic Sheets		
		Total 763170					**$128.61**
	50263	**7902526**		**6/4/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
			PW - Supplies				
			101-000-000-544-90-48-01		PW Clearing-shared Shop Cost		$504.26
					Shelving for Shop		
		Total 7902526					**$504.26**
	50263	**7902545**		**6/4/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
			PW - Supplies				
			101-000-000-544-90-48-01		PW Clearing-shared Shop Cost		($252.13)
					Returned Shelving for Shop		
		Total 7902545					**($252.13)**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	50263			**7/13/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**				
		8611937							
			PD - Supplies						
			001-000-212-521-50-48-02			Police Bldg Repairs & Maintenance			$53.23
							Surge Protector with USB		
		Total 8611937							**$53.23**
	Total 50263								**$1,036.07**
Total Home Depot Credit Service									**$1,036.07**
Honey Bucket/Northwest Cascade Inc.									
	50264			**7/14/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**				
		0552196329							
			July 2021 Service						
			001-000-270-576-80-31-00			Portable Restroom Facilty			$123.00
							Regional Park w/ Hand Sanitizer: 0071400003		
		Total 0552196329							**$123.00**
	50264			**7/20/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**				
		0552222072							
			July 2021 Service						
			001-000-270-576-80-31-00			Portable Restroom Facilty			$98.00
							Parks-Boat Launch Rental: 145291		
		Total 0552222072							**$98.00**
	50264			**7/20/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**				
		552222071							
			July 2021 Service						
			001-000-270-576-80-31-00			Portable Restroom Facilty			$98.00
							Lake Sawyer Regional Park: 71400002		
		Total 552222071							**$98.00**
	Total 50264								**$319.00**
Total Honey Bucket/Northwest Cascade Inc.									**$319.00**
Johnsons Home & Garden									
	50265			**7/9/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**				
		457047							
			PW - Supplies						
			101-000-000-542-64-31-01			Street Signs			$21.73
							Screws for signs		
		Total 457047							**$21.73**

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
	50265	**7/14/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
	457184				
	PW - Supplies				
	101-000-000-544-90-31-00		PW Clearing Acct-Supplies		$755.20
			Kombisystem and Bristle Brush Att		
	Total 457184				**$755.20**
	50265	**7/15/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
	457205				
	PW - Supplies				
	101-000-000-544-90-48-02		PW Clearing- Shared Veh/Equip Maint		$79.41
			Nuts, Bolts, Wire and Connectors		
	Total 457205				**$79.41**
	50265	**7/15/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
	457212				
	PW - Supplies				
	101-000-000-544-90-48-01		PW Clearing-shared Shop Cost		$54.62
			Volt tester, Square, Cconnectors		
	Total 457212				**$54.62**
	50265	**7/15/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
	457219				
	PW - Supplies				
	101-000-000-544-90-48-01		PW Clearing-shared Shop Cost		$113.44
			Copper Coil, Ball Valve, Mis Nuts, Bolts and Fittings		
	Total 457219				**$113.44**
	50265	**7/16/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
	457253				
	PW - Supplies				
	101-000-000-544-90-31-00		PW Clearing Acct-Supplies		$133.07
			Gear Grease, Cords, GFCI Outlets, Machete Sheath		
	Total 457253				**$133.07**
	50265	**7/19/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
	457330				
	PW - Supplies				
	001-000-215-521-10-48-00		Repairs and Maintenance VRF		$52.14
			Roof Cleaner and Scouring Pad		
	Total 457330				**$52.14**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	50265			**7/21/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**				
		457386							
			PW - Supplies						
			101-000-000-544-90-31-00			PW Clearing Acct-Supplies			$528.02
							Small Gardening Tools		
		Total 457386							**$528.02**
	50265			**7/21/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**				
		457387							
			PW - Supplies						
			101-000-000-544-90-31-00			PW Clearing Acct-Supplies			$163.04
							Wheelbarrow		
		Total 457387							**$163.04**
	50265			**7/22/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**				
		457419							
			PW - Supplies						
			401-000-000-534-80-48-02			Water System Rep & Mtc-Ext/Int			$238.60
							Misc Valves, Couplers, Parts		
		Total 457419							**$238.60**
	Total 50265								**$2,139.27**
Total Johnsons Home & Garden									**$2,139.27**
Kathryn MacKenzie									
	50266			**7/20/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**				
		07202021 KM							
			PD - Refund						
			001-000-210-342-10-01-00			Police Traffic School Fee			$169.00
							Inelligible for Traffic School		
		Total 07202021 KM							**$169.00**
	Total 50266								**$169.00**
Total Kathryn MacKenzie									**$169.00**
King County Finance									
	50267			**7/19/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**				
		5003586							
			May 2021 Service						
			404-000-019-594-34-63-01			Morganville S Wtr-Engineering			$106.50

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
					Record Easements		
		Total 5003586					$106.50
	Total 50267						$106.50
Total King County Finance							$106.50
Leih Mulvihill							
	50268			7/24/2021	2021 - July - 3rd July Batch for 8/05/2021 Council		
		91726					
			001-000-110-511-60-49-00		Training and Workshops		$50.00
					Municipal Budget & Fiscal Mgmnt 2021		
		Total 91726					$50.00
	Total 50268						$50.00
Total Leih Mulvihill							$50.00
Lennar Northwest, Inc							
	50269			7/12/2021	2021 - July - 3rd July Batch for 8/05/2021 Council		
		07212021 LHN					
			Refund ROW Permit Fee				
			001-000-240-345-89-20-04		Public Works Clg Base Fee		$60.00
					Refund Permit PUB21-0052		
			101-000-000-322-40-00-00		Right of Way Permit		$263.00
					Refund Permit PUB21-0052		
		Total 07212021 LHN					$323.00
	Total 50269						$323.00
Total Lennar Northwest, Inc							$323.00
Les Schwab Tire Ctr - MV							
	50270			7/23/2021	2021 - July - 3rd July Batch for 8/05/2021 Council		
		39800486206					
			PW - Veh Maint				
			101-000-000-544-90-48-02		PW Clearing- Shared Veh/Equip Maint		$985.91
					Tires and installation		
		Total 39800486206					$985.91
	Total 50270						$985.91
Total Les Schwab Tire Ctr - MV							$985.91

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

Maple Valley Royal Towing

50271 — **7/14/2021** — **2021 - July - 3rd July Batch for 8/05/2021 Council**

3331

Service May 2021

001-000-210-521-10-49-06 — PD-Towing Services — $271.50

Total 3331 — **$271.50**

Total 50271 — **$271.50**

Total Maple Valley Royal Towing — **$271.50**

Municipal Code Corporation

50272 — **7/26/2021** — **2021 - July - 3rd July Batch for 8/05/2021 Council**

010361546

July 2021 Service

001-000-137-514-21-41-01 — Code Update — $902.00

Total 010361546 — **$902.00**

Total 50272 — **$902.00**

Total Municipal Code Corporation — **$902.00**

Northwest Parking Equipment Co.

50273 — **7/1/2021** — **2021 - July - 3rd July Batch for 8/05/2021 Council**

25

Annual Warranty through 06.30.2022

001-000-270-576-80-41-02 — Venvue Pay Station — $977.40

Warranty/Maint Cont

Total 25 — **$977.40**

Total 50273 — **$977.40**

Total Northwest Parking Equipment Co. — **$977.40**

OakRidge Homes

50274 — **7/19/2021** — **2021 - July - 3rd July Batch for 8/05/2021 Council**

07192021.1 OH

Utility Refund 5226.13

401-000-000-343-40-00-01 — Water Charges — $165.02

Refund Closed Account 5226.13

Total 07192021.1 OH — **$165.02**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	50274			**7/19/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**				
		07192021.2 OH							
			Utility Refund 5226.9						
			401-000-000-343-40-00-01			Water Charges			$289.75
							Refund Closed Account 5226.9		
		Total 07192021.2 OH							**$289.75**
	Total 50274								**$454.77**
Total OakRidge Homes									**$454.77**
Office Products Nationwide									
	50275			**7/9/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**				
		1147845-0							
			CH - Supplies						
			001-000-254-518-20-31-00			Facilities Operating Supplies			$149.94
							Bldg Maint Supplies		
		Total 1147845-0							**$149.94**
	50275			**7/13/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**				
		1148131-0							
			CH - Supplies						
			001-000-180-518-50-31-00			Office Supplies City Hall			$75.56
							CH Office Supplies		
		Total 1148131-0							**$75.56**
	50275			**7/14/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**				
		1148131-1							
			CH - Supplies						
			001-000-180-518-50-31-00			Office Supplies City Hall			$9.77
							CH Office Supplies		
		Total 1148131-1							**$9.77**
	50275			**7/14/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**				
		1148268-0							
			PD - Supplies						
			001-000-210-521-10-31-00			PD-Operating Supplies			$107.94
							PD Office Supplies		
		Total 1148268-0							**$107.94**

Vendor	Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description	Name	Title	Void	Amount
	50275			**7/20/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**				
		1148999-0							
			Crt - Supplies						
			001-000-120-512-50-31-00			Operating Supplies			$62.30
							Crt Office Supplies		
		Total 1148999-0							**$62.30**
	50275			**7/21/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**				
		1149089-0							
			PW/CD - Supplies						
			001-000-240-558-51-31-04			Clg-Office Supplies-CD/PW			$11.28
							CD/PW - Office Supplies Split		
		Total 1149089-0							**$11.28**
	50275			**7/22/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**				
		1149089-1							
			PW/CD - Supplies						
			001-000-240-558-51-31-04			Clg-Office Supplies-CD/PW			$94.96
							CD/PW - Office Supplies Split		
		Total 1149089-1							**$94.96**
	50275			**7/22/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**				
		1149207-0							
			CH - Supplies						
			001-000-180-518-50-31-00			Office Supplies City Hall			$225.49
							CH Office Supplies		
		Total 1149207-0							**$225.49**
	50275			**7/22/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**				
		1149307-0							
			CH - Supplies						
			001-000-180-518-50-31-00			Office Supplies City Hall			$88.04
							CH Office Supplies		
		Total 1149307-0							**$88.04**
	Total 50275								**$825.28**
Total Office Products Nationwide									**$825.28**

Vendor Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description / Name / Title	Void Amount
Pape Machinery					
50276			**1/29/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
	12486264 ADJ				
		PW Supplies			
		101-000-000-544-90-48-02		PW Clearing- Shared Veh/Equip Maint	($34.79)
				Adj to clear credit balance	
	Total 12486264 ADJ				**($34.79)**
50276			**7/8/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
	12884237				
		PW Supplies			
		101-000-000-544-90-48-02		PW Clearing- Shared Veh/Equip Maint	$47.18
				Lawn Mower Repair	
	Total 12884237				**$47.18**
Total 50276					**$12.39**
Total Pape Machinery					**$12.39**
Parametrix, Inc.					
50277			**7/19/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
	28212				
		June 2021 Service			
		401-000-400-534-80-41-10		PW-Permit Consultant Exp	$710.00
				Medical Office	
	Total 28212				**$710.00**
50277			**7/19/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
	28213				
		June 2021 Service			
		320-000-038-544-40-41-00		Tr Impact Fee Prof Svs	$692.50
	Total 28213				**$692.50**
50277			**7/26/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
	28371				
		June 2021 Service			
		410-000-010-531-10-41-00		KC - Covington Crk Grant-Culvert Replacement	$13,511.98
	Total 28371				**$13,511.98**
Total 50277					**$14,914.48**
Total Parametrix, Inc.					**$14,914.48**

Vendor	Transaction Number	Transaction Reference	Invoice Date / Account Number	Fiscal Description / Name / Title	Void / Amount
Pollardwater.com-West					
	50278		**7/22/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
		0195903			
			PW - Supplies		
			401-000-000-534-80-31-04	Water Meters	$4,124.06
		Total 0195903			**$4,124.06**
	50278		**7/27/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
		0195905			
			PW - Supplies		
			401-000-000-534-80-31-04	Water Meters	$647.80
		Total 0195905			**$647.80**
	Total 50278				**$4,771.86**
Total Pollardwater.com-West					**$4,771.86**
Public Safety Testing, Inc					
	50279		**7/12/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
		2021-274			
			2nd Qtr 2021 Service		
			001-000-213-521-10-49-00	Civil Service Training	$221.00
				Recruiting Assistance	
		Total 2021-274			**$221.00**
	Total 50279				**$221.00**
Total Public Safety Testing, Inc					**$221.00**
RH2 Engineering Inc.					
	50280		**7/14/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
		82726			
			June 2021 Service		
			001-000-257-558-70-41-02	MDRT Civil Engineering	$2,536.83
		Total 82726			**$2,536.83**
	50280		**7/19/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
		82886			
			June 2021 Service		
			402-000-003-594-34-63-06	Springs Water Project	$29,477.97
		Total 82886			**$29,477.97**
	Total 50280				**$32,014.80**
Total RH2 Engineering Inc.					**$32,014.80**

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

Ron & Leo's Welding Service

50281		**7/21/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
	221344				
		PW - Supplies			
		101-000-000-544-90-48-02		PW Clearing- Shared Veh/Equip Maint	$194.89
			Trailer Parts		
	Total 221344				**$194.89**
Total 50281					**$194.89**
Total Ron & Leo's Welding Service					**$194.89**

SHI International Corp.

50282		**7/12/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
	B13750280				
		IT - COVID Supplies			
		001-000-195-525-60-49-03		COVID Technology Costs	$1,539.19
			Surface Docks		
	Total B13750280				**$1,539.19**
Total 50282					**$1,539.19**
Total SHI International Corp.					**$1,539.19**

Shred-It USA LLC

50283		**12/22/2020**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
	8064734356				
		Dec 2020 Service			
		001-000-120-512-50-49-04		Shredding Services	$21.75
			Lost Inv		
		001-000-180-518-50-49-04		Shredding Services	$21.75
			Lost Inv		
		001-000-210-521-10-49-05		PD-Shredding Services	$21.76
			Lost Inv		
	Total 8064734356				**$65.26**
50283		**1/22/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
	8181293615 ADJ				
		Jan 2021 Service			
		001-000-120-512-50-49-04		Shredding Services	$1.74
			Payment Correction		
		001-000-180-518-50-49-04		Shredding Services	$1.74
			Payment Correction		
		001-000-210-521-10-49-05		PD-Shredding Services	$1.73

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void	Amount
			Payment Correction		
	Total 8181293615 ADJ				**$5.21**
	50283	**7/22/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
	8182445708				
	July 2021 Service				
	001-000-120-512-50-49-04		Shredding Services		$24.55
	001-000-180-518-50-49-04		Shredding Services		$24.55
	001-000-210-521-10-49-05		PD-Shredding Services		$24.56
	Total 8182445708				**$73.66**
	Total 50283				**$144.13**
Total Shred-It USA LLC					**$144.13**
Sound Publishing Inc.					
	50284	**6/30/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
	8030177				
	CLK - Adv				
	001-000-180-518-50-41-03		Misc hiring/Employment costs		$351.10
			Help Wanted Ads - PW		
	Total 8030177				**$351.10**
	50284	**6/9/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
	ECH 929312				
	PW - Adv				
	402-000-003-594-34-63-06		Springs Water Project		$483.30
	Total ECH 929312				**$483.30**
	50284	**6/9/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
	ECH929316				
	PW - Adv				
	404-000-019-594-34-63-01		Morganville S Wtr-Engineering		$752.40
	Total ECH929316				**$752.40**
	50284	**6/16/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**		
	ECH929911				
	Com Dev - Adv				
	001-000-240-558-60-41-75		Advertising-Long range planning		$221.10
			Remod including ADU		
	Total ECH929911				**$221.10**

Vendor Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
50284	**6/23/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
ECH930633			
PW - Adv			
101-000-000-544-90-49-02		PW Clearing-Shared Other costs	$69.30
Post Ord 21-1161 re: Salary Adj			
Total ECH930633			**$69.30**
Total 50284			**$1,877.20**
Total Sound Publishing Inc.			**$1,877.20**
South Correctional Entity			
50285	**5/10/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
5228			
April 2021 Service			
001-000-211-523-60-49-00		Jail Costs	$184.00
1 days - Lost Invoice			
Total 5228			**$184.00**
Total 50285			**$184.00**
Total South Correctional Entity			**$184.00**
Stop Stick			
50286	**4/30/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
0020648-IN			
PD - Veh Equip			
510-000-300-594-21-64-00		Police Vehicles-replace	$1,051.13
Stop Stick Rack Kits			
Total 0020648-IN			**$1,051.13**
Total 50286			**$1,051.13**
Total Stop Stick			**$1,051.13**
Summit Law Group, PLLC			
50287	**7/27/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
127807			
July 2021 Service			
001-000-150-515-41-41-02		Legal Services -Employment	$971.50
Total 127807			**$971.50**
Total 50287			**$971.50**
Total Summit Law Group, PLLC			**$971.50**

Vendor Transaction Number	Transaction Reference	Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Thomas Cossette					
50288			**7/9/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
	07092021 TC				
		Permit Refund			
		001-000-240-345-89-99-22		Fire Works Bonds	$750.00
				Fireworks Permit FIR21-0015	
	Total 07092021 TC				**$750.00**
Total 50288					**$750.00**
Total Thomas Cossette					**$750.00**
W. Anneke Berry					
50289			**7/14/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
	07142021 WAB				
		July 2021 Service			
		001-000-120-512-50-41-02		Protem Judge	$120.00
	Total 07142021 WAB				**$120.00**
Total 50289					**$120.00**
Total W. Anneke Berry					**$120.00**
Washington Workwear Stores, Inc.					
50290			**7/27/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
	5345				
		PW - Uniforms			
		101-000-000-544-90-49-02		PW Clearing-Shared Other costs	$105.60
	Total 5345				**$105.60**
Total 50290					**$105.60**
Total Washington Workwear Stores, Inc.					**$105.60**
Zero Waste USA					
50291			**7/26/2021**	**2021 - July - 3rd July Batch for 8/05/2021 Council**	
	425552				
		July 2021 Service			
		410-000-000-531-10-31-01		Stormwater Operating Supplies	$440.19
	Total 425552				**$440.19**
Total 50291					**$440.19**
Total Zero Waste USA					**$440.19**
	Vendor Count	**46**		**Grand Total**	**$106,771.35**

Voucher Directory with Transaction Date

Vendor	Transaction Number / Transaction Reference / Account Number	Invoice Date	Fiscal Description / Name / Title	Void / Amount
Secure Pacific Corporation				
	50292	**8/1/2021**	**2021 - August - 1st August Batch for 08/05/2021 Meeting**	
	305738			
	Service 8/1/2021 - 10/31/2021			
	001-000-120-512-50-49-05		Security	$193.21
			25510 Lawson - Court	
	001-000-212-521-50-49-05		Security	$392.26
			32820 3rd Ave - Warehouse - Evidence	
	Total 305738			**$585.47**
	50292	**8/1/2021**	**2021 - August - 1st August Batch for 08/05/2021 Meeting**	
	305739			
	Service 8/1/2021 - 10/31/2021			
	001-000-212-521-50-49-05		Security	$180.18
			25510 Lawson - Police	
	101-000-000-544-90-48-01		PW Clearing-shared Shop Cost	$92.82
			32820 3rd Ave - Warehouse - PW	
	Total 305739			**$273.00**
	50292	**8/1/2021**	**2021 - August - 1st August Batch for 08/05/2021 Meeting**	
	305740			
	Service 8/1/2021 - 8/31/2021			
	101-000-000-544-90-48-01		PW Clearing-shared Shop Cost	$67.00
			32820 3rd Ave - PW Shop	
	Total 305740			**$67.00**
	Total 50292			**$925.47**
Total Secure Pacific Corporation				**$925.47**
Sorci Family LLC				
	50293	**8/1/2021**	**2021 - August - 1st August Batch for 08/05/2021 Meeting**	
	08012021 SF LLC			
	August 2021 Rent			
	001-000-248-518-20-45-02		MDRT Property Rental Cost	$687.90
	001-000-254-518-20-45-02		Facilities-Prop Rental	$1,031.84

Vendor					
	Transaction Number	Invoice Date	Fiscal Description	Void	
	Transaction Reference		Name		Amount
		Account Number	Title		
		001-000-254-518-20-45-05	Facilities City Hall Bldg Rental		$2,259.45
	Total 08012021 SF LLC				**$3,979.19**
Total 50293					**$3,979.19**
Total Sorci Family LLC					**$3,979.19**

Vendor Count 2 **Grand Total $4,904.66**

Register

Fiscal: 2021
Deposit Period: 2021 - August, 2021 - July, 2021 - June
Check Period: 2021 - August - 1st August Batch for 08/05/2021 Meeting, 2021 - July - Early 3rd July Batch, 2021 - July - July 2021 Void Batch, 2021 - July - 3rd July Batch for 8/05/2021 Council, 2021 - June - Early 5th June Batch for 08.05.2021 Council

Number	Name	Print Date	Clearing Date	Amount
Columbia Bank				
Check				
50217	2 Watch Monitoring, Inc.	7/16/2021		$375.00
50218	Blueline	7/16/2021		$8,685.00
50219	CHS/Cenex	7/16/2021		$2,404.98
50220	City of Enumclaw	7/16/2021		$7,132.12
50221	Commercial Driver School	7/16/2021		$5,037.00
50222	First Net	7/16/2021		$2,869.34
50223	Grainger	7/16/2021		$126.89
50224	HWA GeoSciences Inc.	7/16/2021		$2,700.00
50225	King County Finance - I-Net	7/16/2021		$750.00
50226	King County Radio Comm Services	7/16/2021		$1,441.36
50227	L.N. Curtis & Sons	7/16/2021		$152.93
50228	Madrona Law Group LLC	7/16/2021		$21,647.16
50229	Malakooti Translating	7/16/2021		$110.00
50230	Maria Moscoso	7/16/2021		$242.00
50231	Office Products Nationwide	7/16/2021		$28.24
50232	Puget Sound Energy	7/16/2021		$9,010.78
50233	Republic Services #176	7/16/2021		$1,193.57
50234	South Correctional Entity	7/16/2021		$2,392.00
50235	Tacoma Public Utilities	7/16/2021		$12,215.70
50236	UBM	7/16/2021		$104.80
50237	Utilities Underground Location Center	7/16/2021		$118.68
50238	Valley Communications Center	7/16/2021		$10,764.59
50239	Varius Inc.	7/16/2021		$17,679.00
50240	Washington State Patrol	7/16/2021		$26.50
50241	Water Management Laboratories, Inc.	7/16/2021		$48.00
50242	SHI International Corp.	7/16/2021		$328.84
50243	Tacoma Public Utilities	7/16/2021		$3,494.56
50244	Chicago Title	7/26/2021		$165.15
50245	Pacifica Law Group, LLP	7/26/2021		$49,111.25
50246	AHBL, Inc.	8/6/2021		$7,273.75
50247	Alpine Products Inc.	8/6/2021		$256.09
50248	Amazon Capital Services, Inc.	8/6/2021		$1,689.77
50249	Andrew Raker	8/6/2021		$169.00
50250	APS, Inc	8/6/2021		$190.05
50251	Architects Rasmussen Triebelhorn AIA/PS	8/6/2021		$5,315.80

Number	Name	Print Date	Clearing Date	Amount
50252	Big Mountain Enterprises	8/6/2021		$1,014.35
50253	Bill's Locksmith Service Inc.	8/6/2021		$781.49
50254	Black Diamond Auto Parts	8/6/2021		$430.39
50255	Builders Exchange of WA Inc	8/6/2021		$131.25
50256	CallTower, Inc.	8/6/2021		$1,769.43
50257	CenturyLink (WA)	8/6/2021		$620.30
50258	Comcast	8/6/2021		$6.07
50259	Cutters Supply Inc.	8/6/2021		$807.27
50260	Financial Consultants International Inc	8/6/2021		$17,156.60
50261	Firestone Complete Auto Care	8/6/2021		$706.37
50262	Fugate Ford	8/6/2021		$581.31
50263	Home Depot Credit Service	8/6/2021		$1,036.07
50264	Honey Bucket/Northwest Cascade Inc.	8/6/2021		$319.00
50265	Johnsons Home & Garden	8/6/2021		$2,139.27
50266	Kathryn MacKenzie	8/6/2021		$169.00
50267	King County Finance	8/6/2021		$106.50
50268	Leih Mulvihill	8/6/2021		$50.00
50269	Lennar Northwest, Inc	8/6/2021		$323.00
50270	Les Schwab Tire Ctr - MV	8/6/2021		$985.91
50271	Maple Valley Royal Towing	8/6/2021		$271.50
50272	Municipal Code Corporation	8/6/2021		$902.00
50273	Northwest Parking Equipment Co.	8/6/2021		$977.40
50274	OakRidge Homes	8/6/2021		$454.77
50275	Office Products Nationwide	8/6/2021		$825.28
50276	Pape Machinery	8/6/2021		$12.39
50277	Parametrix, Inc.	8/6/2021		$14,914.48
50278	Pollardwater.com-West	8/6/2021		$4,771.86
50279	Public Safety Testing, Inc	8/6/2021		$221.00
50280	RH2 Engineering Inc.	8/6/2021		$32,014.80
50281	Ron & Leo's Welding Service	8/6/2021		$194.89
50282	SHI International Corp.	8/6/2021		$1,539.19
50283	Shred-It USA LLC	8/6/2021		$144.13
50284	Sound Publishing Inc.	8/6/2021		$1,877.20
50285	South Correctional Entity	8/6/2021		$184.00
50286	Stop Stick	8/6/2021		$1,051.13
50287	Summit Law Group, PLLC	8/6/2021		$971.50
50288	Thomas Cossette	8/6/2021		$750.00
50289	W. Anneke Berry	8/6/2021		$120.00
50290	Washington Workwear Stores, Inc.	8/6/2021		$105.60
50291	Zero Waste USA	8/6/2021		$440.19
50292	Secure Pacific Corporation	8/6/2021		$925.47
50293	Sorci Family LLC	8/6/2021		$3,979.19
V50163	APA Washington	7/16/2021		($328.84)
		Total	**Check**	**$271,702.61**
				$271,702.61
		Grand Total		**$271,702.61**

City of Black Diamond

Payroll Register June 2021

Number	Name	Fiscal Description	Amount
20091	Paper Paycheck	2021 - June - Month End	$ 390.11
20092	Paper Paycheck	2021 - June - Month End	$ 1,101.26
20093	Paper Paycheck	2021 - June - Month End	$ 440.11
20094	Paper Paycheck	2021 - June - Month End	$ 440.11
20095	Paper Paycheck	2021 - June - Month End	$ 880.23
20096	BD Police Officers Association	2021 - June - Month End	$ 960.00
20097	City of Black Diamond Flex	2021 - June - Month End	$ 336.67
20098	Joseph Kaufman	2021 - June - Month End	$ 147.40
20099	Minnesota Child Support Payment Ctr	2021 - June - Month End	$ 455.00
20100	Teamsters Local 117	2021 - June - Month End	$ 1,887.85
20101	Trusteed Plans Service CP LTD	2021 - June - Month End	$ 158.26
20102	Western States Police Medical	2021 - June - Month End	$ 600.00
Jun 2021 Aflac	Aflac	2021 - June - Month End	$ 166.53
Jun 2021 DRS: DCP	DOR - Deferred Comp	2021 - June - Month End	$ 10,135.40
Jun 2021 DRS: Ret	Dept of Retirement Systems	2021 - June - Month End	$ 53,030.62
Jun 2021 Medical Ins	AWC Employee Benefit Trust	2021 - June - Month End	$ 61,354.98
June 2021 Draw	Payroll Vendor	2021 - June - Month End	$ 61,475.67
June 2021 ESD	Employment Security Dept	2021 - June - Month End	$ 626.75
June 2021 Fed Taxes	City of Black Diamond Taxes	2021 - June - Month End	$ 81,473.60
June 2021 L&I	Dept of Labor and Industries	2021 - June - Month End	$ 4,811.40
June 2021 Month End	Payroll Vendor	2021 - June - Month End	$ 156,282.24
June 2021 PFML	PFML Emp. Security Dept	2021 - June - Month End	$ 813.97
			$ 437,968.16

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

Finance Director May Miller

Date July 30, 2021

BLACK DIAMOND CITY COUNCIL
WORK SESSION MINUTES
July 8, 2021
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 Deady, Mulvihill, de Leon, O'Donnell, Page.

ABSENT: Councilmembers Oglesbee and Wisnoski (excused)

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

WORK SESSION:

1) Discussion and Review Transportation Impact Fee Study and Related Ordinance

Public Works Director Boettcher reported that he is pleased to address traffic impacts within the city as this will make things easier for staff and the development community. He introduced Alex Atchison from Parametrix and Eileen Keiffer from Madrona Law Group who will also be addressing Council tonight during this meeting. He then shared with Council the background related to what is currently being done and how this new process will allow predictability for the development community. He then turned asked Ms. Atchison to speak on the study that was prepared.

Ms. Atchison presented a PowerPoint presentation to the Council. She noted the report she will be sharing summarizes the policy and technical development of the Transportation Impact Fee program for the city. Items shared/discussed were:

1.1 Definition of Impact Fees
1.2 Statutory Basis for Impact Fees
1.3 Impact Fee Structure
1.4 Data Rounding
2. Impact Fee Project List
3. Cost Allocation
3.1 Methodology
3.2 Transportation Deficiencies

3.3 Travel Growth
3.4 Cost Allocation Results
4. Impact Fee Schedule
4.1 Trip Generation
4.2 Schedule of Rate
5 Future Impact Fee Updates

Public Works Director Boettcher stated the next step is guidance from Council on where we go from here and gave the example of holding a public hearing.

There was discussion on the proposed ordinance with the focus being on the methodology and sources used, Master Planned Development, and options to provide in the ordinance. There was Council consensus for Ms. Keiffer to provide language regarding a provision for early learning facilities with respect to the new legislation.

There was also discussion and consensus to hold a public hearing on this at the August 19 Council meeting.

ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** by Councilmember Mulvihill. Motion **passed** with all voting in favor (5-0). The meeting ended at 7:15 p.m.

ATTEST:

_______________________________ _______________________________

Carol Benson, Mayor Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Special Council Meeting of July 12, 2021
Virtual Meeting Via Zoom

CALL TO ORDER, FLAG SALUTE:

Mayor Benson called the special meeting to order at 8:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Deady, Wisnoski, Mulvihill, de Leon, O'Donnell, Page.

ABSENT: Councilmember Oglesbee (excused)

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

EXECUTVE SESSION:

1) To discuss with Legal Council Potential Litigation Pursuant to RCW 42.30.110(1)(i)

At 8:09 p.m. Mayor Benson announced that Council would be going into executive session to discuss with legal counsel potential litigation pursuant to RCW 42.30.110(1)(i). The executive session was anticipated to last 30 minutes with no action to follow.

At 8:39 p.m. a 30-minute extension of the executive session was announced.

At 9:09 p.m. a 15-minute extension of the executive session was announced.

Mayor Benson called the meting back to order at 9:25 p.m.

ADJOURNMENT:

Councilmember Wisnoski **moved** to adjourn the meeting; **second** Councilmember de Leon. Motion **passed** with all voting in favor (6-0).

The meeting ended at approximately 9:25 p.m.

ATTEST:

______________________________ ______________________________

Carol Benson, Mayor — Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Special Council Meeting of July 15, 2021
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, Mulvihill, de Leon, O'Donnell, Page.

ABSENT: None

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

EXECUTVE SESSION:

1) To discuss with Legal Council Potential Litigation Pursuant to RCW 42.30.110(1)(i)

At 6:01 p.m. Mayor Benson announced that Council would be going into executive session to discuss with legal counsel potential litigation pursuant to RCW 42.30.110(1)(i). The executive session was anticipated to last approximately one (1) hour with no action to follow.

ADJOURNMENT:
The meeting ended at approximately 7:01 p.m.

ATTEST:

______________________________	______________________________
Carol Benson, Mayor	Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of July 15, 2021
Virtual Meeting Via Zoom

CALL TO ORDER, FLAG SALUTE:
Mayor Benson called the regular meeting to order at 7:01 p.m. and led us all in the Flag Salute.

ROLL CALL:
PRESENT: Councilmembers Deady, Oglesbee, Wisnoski, Mulvihill, de Leon, O'Donnell, and Page.

ABSENT: None

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

AGENDA REVIEW AND APPROVAL:
Mayor Benson announced that item #5 under the consent agenda is being placed at the end of the agenda for Mr. Boettcher to address. Councilmember Deady announced that item #6 is also being removed from the consent agenda and is being placed at the end of the agenda too.

Councilmember Oglesbee **moved** to approve the agenda as amended. **second** Councilmember Wisnoski. Motion **passed** with all voting in favor (7-0).

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

1) **Presentation** – 2021 WRIA 9 Salmon Habitat Plan Update – Matt Geohring

2) **Presentation** – Visconsi Companies, LDT – Bradly Goldberg, Vice President of Development

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

3) **Claim Checks –** July 1, 2021 Check No. 50112 through 50154 in the amount of $202,697.36 and July 15, 2021 Check No. 50155 through 50216 and EFTs in the amount of $910,262.95

4) Minutes –Council Meeting of June 17, 2021, and Council Retreat of June 18, 2021

7) AB21-040 – Resolution Ratifying the 2021 Update to the Green/Duwamish and Central Puget Sound Watershed or Water Resource Inventory Area (WRIA) 9 Salmon Habitat Plan

8) AB21-041– Resolution Authorizing Contract with AHBL for On-Call Planning Services

9) AB21-042 – Resolution Accepting Grant Funds and Agreement with Department of Ecology for the Water Quality Aquatic Invasive Plant Funding on Lake Sawyer

10) AB21-043 – Resolution Awarding Contract to Aquatechnex for 2021-2022 Lake Sawyer Aquatic Weed Control

PUBLIC COMMENTS:

Kristen Bryant, Bellevue spoke to Council.

Corey Bailey, Black Diamond spoke to Council.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

11) AB21-044 – Resolution Adopting the 2022 Budget Planning Process Calendar

Finance Director Miller reported to Council on this item.

Councilmember de Leon **moved** to adopt Resolution No. 21-1433, approving the budget planning calendar for the 2022 budget process; **second** Councilmember Deady. Motion **passed** with all voting in favor (7-0)

12) AB21-045 – Ordinance Accepting Coronavirus Local Fiscal Recovery Funds from ARPA and Establish a New ARPA Fiscal Recovery Fund and Authorizing Mayor to Sign Related Documents

Finance Director Miller briefed Council on this agenda item.

Councilmember Mulvihill **moved** to adopt Ordinance No. 21-1162 authorizing the acceptance of federal ARPA funds, authorizing the Mayor to execute all documents associated with these funds, and establishing a new ARPA Fiscal Recovery Fund; **second** Councilmember Deady. Motion **passed** with all voting in favor (7-0).

5) AB21-038 – Resolution Awarding Low Bid and Contract to R.W. Scott Construction Co. for the Morganville South Watermain Replacement Project

Public Works Director Boettcher reported to Council on this item and shared with Council recommended changes to the resolution and motion regarding authorizing a budget appropriation of approximately $234,438.

Councilmember Deady **moved** to adopt Resolution No. 21-1427 authorizing the Mayor to execute a$694,738.13 construction contract with R.W. Scott Construction Co. for the Morganville South Water Main Replacement project with a $39,500 additional contingency and authorizing a budget appropriation of approximately $234,438; **second** Councilmember Paige. Motion **passed** (6-1 – O'Donnell).

6) AB21-039 – Resolution Awarding Low Bid and Contract to Pacific Civil & Infrastructure for the Springs Transmission Main Replacement Project

Public Works Director Boettcher explained this agenda item with Council.

Councilmember Deady **moved** to table this to the August 5 Council meeting; **second** Councilmember de Leon. Motion **passed** with all voting in favor (7-0)

DEPARTMENT REPORTS:

Police – Chief Kiblinger discussed the email she sent out regarding new legislation that was adopted and asked if Council would like to hold a work session on this. There was Council consensus to hold a work session on this.

MAYOR'S REPORT:

Mayor Benson reported attending a lot of extra meetings.

COUNCIL REPORTS:

Councilmember Deady noted being really busy and mentioned that she and Mayor Benson attended the AWC Annual Conference and shared some of the sessions that were offered. She reported attending the Public Works Committee meeting, Public Information Committee (PIC), Planning Committee meeting, Labor Days Committee meeting and reminded everyone that Miners Day is this weekend. She also shared that Ten Trails is having movie in the Park. She noted being supportive of having a work session on the new legislation as this is very important.

Councilmember Oglesbee noted being on vacation and thanked Councilmember de Leon for attending her Public Safety Committee meeting. She encouraged everyone to attend Miners Day as it's a great event and is a great way to meet your neighbors.

Councilmember Wisnoski noted being on vacation and missing his committee meetings. He congratulated the graduates of the volunteer academy. He encouraged people to come on out to Miners Day and noted looking forward to the art contest. He shared this is a great way to meet your neighbors and the event will take place in old town. He congratulated and thanked Ten Trails for the summer market last Friday and noted it being a great event. He reminded everyone there is a burn ban on.

Councilmember Mulvihill noted she couldn't meet the Public Works Committee meeting and did make the Public Safety Committee meeting. She shared meeting with King County Councilmember Dunn at Station 98 regarding getting this a full functioning station and noted options to do this.

Councilmember de Leon share it being a busy few weeks. She reported attending additional meetings and committee meetings and thanked Councilmember Oglesbee for the opportunity to attend the Public Safety Committee meeting. She drew attention on a vote about new oversight. She also reported attending the Enumclaw School District Board meeting, Hometown Social in Ten Trails and shared that it was a fantastic turnout. She is looking forward to Labor Days and was a part of a fantastic local tri-festival event. She shared that with the fourth of July and fireworks this will be on the August 12 work session agenda and asked residents to continue to write in on this and thanked everyone that had.

Councilmember O'Donnell expressed that he is looking forward to the August 12 work session. He spoke on the Council retreat and not talking enough about the items discussed and asked where we are at with those items. He gave the example of succession planning, facilities, and the need to properly serve our citizens, the sidewalks plan and noted he hasn't seen it yet. He also noted hiring a City Administrator came up and that Council is supportive of this, and he hasn't' seen any movement on this either. He stressed that we need to see follow through and have forward progress. He thanked everyone for the public comments tonight and encourage their input. He noted being happy to have AHBL on board to help Mona.

Councilmember Page acknowledge the council seat candidates for attending tonight. She echoed what Councilmember O'Donnell said about the retreat. She noted nothing is more frustrating to hatch plans and see nothing get done. She would like to visit this during a work session. She gave a shout out to Ms. Natalie the Labor Day button winner and shared that buttons will be available in a week. She reminded everyone that Labor Days is September 4, 5, 6. She thanked Mayor Benson and her husband and Councilmember Deady and her husband for sitting at the cooling center during the heat wave and gave thanks to the Black Diamond Community Center too. She also thanked Mr. Esping for the crosswalk flags in old town and is looking forward to seeing everyone at Miners Day.

ATTORNEY REPORT: None

EXECUTIVE SESSION: None

ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** Councilmember Oglesbee. Motion **passed** with all voting in favor (7-0). The meeting ended at 8:41 p.m.

ATTEST:

______________________________ ______________________________

Carol Benson, Mayor | Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: **Resolution awarding a construction contract to Pacific Civil & Infrastructure, Inc. for the Springs Transmission Main Replacement project**	**Agenda Date: August 5, 2021 AB-039A**	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): $2,120,443.51 + $60,000 contingency	Police – Chief Kiblinger	
Fund Source: $2,093,268.51+10% (WSFFA) and $27,175.00 (Water cap reserves)	Public Works – Seth Boettcher	X
Timeline: Acceptance August 5th, construction to begin late summer, early fall	Court – Stephanie Metcalf	

Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator

Attachments: Resolution; Contract signature sheet; PCI Inc. Bid Submittal Docs; Bid Tabulation

SUMMARY STATEMENT:

The Springs Transmission Main project will increase pumping capacity, reduce the power bill, and significantly reduce the risk of pipe failure, particularly in the high pressure section of the transmission main. This project is a phase of the City's Springs upgrade project.

This project was publicly advertised as per state bid law. The City received four bids ranging from $2,120,443.51 to $3,201,215.00 with Pacific Civil & Infrastructure, Inc (PCI). being the lowest responsive bidder at $2,120,443.51. The Engineer's estimate was $2,709,510.55

Public Works and the City attorney's office have reviewed the PCI bid submittal and found that their bid submittal was complete and responsive. Public Works has monitored PCI construction work on several private projects within the city recently and is satisfied that they have the ability and capacity to complete this project.

Public Works is recommending that the City Council award the bid to Pacific Civil & Infrastructure, Inc.

FISCAL NOTE (Finance Department):
The City has billed Palmer Coking Coal and OakPointe for the base bid plus 10% to cover the funding for this project. According to the Water Supply Facilities Funding Agreement, they have 45 days to provide the funds for the award of the project at 110%. The city will have the funds available before the first bills are due. The budget is covered within the 2021 capital budget and carryover capital budget from 2020.

This project bid also had a bid additive for power pole replacement. The power pole replacement is a city responsibility and is not fundable by the Water Supply Facilities Funding Agreement and therefore will be covered by a budget amendment in the capital water reserve funds.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee reviewed on July 27th and recommended moving to full council and placing on consent agenda.

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 21-1428 authorizing the Mayor to execute a $2,120,443.51 construction contract with Pacific Civil & Infrastructure, Inc. for the Springs Transmission Main Replacement project and authorizing a $60,000 contingency fund for this project.**

RECORD OF COUNCIL ACTION

Meeting Date	***Action***	***Vote***
July 15, 2021	Postponed to August 5 Council Meeting	7-0
August 5, 2021		

RESOLUTION NO. 21-1428

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AWARDING THE LOW BID ON THE SPRINGS TRANSMISSION MAIN REPLACEMENT PROJECT TO PACIFIC CIVIL & INFRASTRUCTURE, INC.

WHEREAS, the City has planned and budgeted for the replacement of the Springs Transmission Water Main; and

WHEREAS, funding for this project will be covered by the Water Supply Facilities Funding Agreement and City water funds; and

WHEREAS, the City received four bids on June 23, 2021; and

WHEREAS, Pacific Civil & Infrastructure, Inc. was the lowest responsive bidder and has met all conditions of providing a responsible bid;

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

Section 1. The Mayor is hereby authorized to award the bid for the construction of the Springs Transmission Main Replacement project to Pacific Civil & Infrastructure, Inc. in the amount of $2,120,443.51 and authorize the Mayor to execute a contract for the same.

Section 2. Authorize a $60,000 contingency fund to cover change orders and changes in quantities for the Springs Transmission Main Replacement project.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF AUGUST, 2021.

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 – Transmission Main Replacement**, 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 __________________)
) ss.
County of)

____, 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___

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CITY OF BLACK DIAMOND
PUBLIC WORKS PROJECT
PERFORMANCE BOND

City Project #:	
Surety Bond #:	
DATE POSTED:	
PROJECT COMPLETION DATE:	

RE: Project Name: Black Diamond Springs – Transmission Main Replacement
Owner: City of Black Diamond
Project Address: Black Diamond Springs – Transmission Main Replacement, 29301 SE Green River Gorge Road

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

WHEREAS, the above named Principal has entered into a certain agreement with the City, to perform the following public works project within the City: ____________

____________; and

WHEREAS, the agreement with the City requires that certain improvements be made as part of the public works project; and that such improvements be constructed in full compliance with City standards, and the plans and specifications as required by the City; and

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

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

A. Conditions.

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

____

____

____

____

2. The Principal must construct the improvements to conform to the design, location, materials and other specifications for the indicated site improvements, as required by the City in the above-referenced project. In addition, the Principal must construct the improvements according to the applicable ordinances and standards of the City and/or state statutes, as the same now exist or are hereafter amended.

3. The Principal must have completed all improvements required by the above-referenced conditions, plans and City file within ______ which time period shall begin to run from the earlier of ______________ unless an extension is granted by the City.

4. The Principal must have paid all sums owing to laborers, contractors, mechanics, subcontractors, materialmen and suppliers or others as a result of such work for which a lien against any City property has arisen or may arise.

5. The Principal must obtain acceptance by the City of the work completed, all on or before thirty (30) days after the completion date set forth in paragraph 3 above.

B. Default.

1. If the Principal defaults and does not perform the above conditions within the time specified, then the Surety shall, within ten (10) days of demand of the City, make a written commitment to the City that it will either:

    a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or

    b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

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

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

C. Corrections. Any corrections required by the City shall be commenced within seven (7) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section B above.

D. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The surety waives notice of any such change, extension, alteration or addition thereunder.

E. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in King County Superior Court.

F. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and a bond guaranteeing maintenance of all improvements for a period of twelve (12) months from acceptance has been submitted to the City in an amount to be determined by the City Engineer, in a form suitable to the City and until released in writing by the City.

DATED this ________ day of __________________, 20__.

SURETY COMPANY
(Signature must be notarized)

By: ________________________________
Its ________________________

Print Name: ________________________

Business Name: _____________________

Business Address: ___________________

City/State/Zip Code: _________________

Telephone Number: __________________

CONTRACTOR/OWNER
(Signature must be notarized)

By ________________________________
Its ________________________________

Print Name: ________________________

Business Name: _____________________

Business Address: ___________________

City/State/Zip Code:

Telephone Number: __________________

CITY OF BLACK DIAMOND

By: ______________________________ Date: ______________________________
Its: ______________________________

P.O. Box 599 – 24301 Roberts Drive
Black Diamond, WA 98010
Contact: Seth Boettcher
Phone: (253) 886-5700
Fax: (360) 886-2592

APPROVED AS TO FORM:

____
Office of the City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE

____ Individual (Form P-1)

____ Corporation (Form P-2)

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

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: ____________________________

____

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

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

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: ____________________________

____

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

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

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

Dated: ____________________________

____

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

CITY OF BLACK DIAMOND
MAINTENANCE BOND

Project #: ____________________
Surety Bond #: ____________________
Date Posted: ____________________
Expiration Date: ____________________

RE: Project Name: Black Diamond Springs – Transmission Main Replacement
Owner: City of Black Diamond
Project Address: Black Diamond Springs – Transmission Main Replacement, 29301 SE Green River Gorge Road

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

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

WHEREAS, in accordance with BMC______, as a condition of approval, the contractor is required to post a bond for the 12 months following project completion in order to ensure that the project does not contain defects that require repair and to cover the cost of repair during that 12-month period; and

WHEREAS, in order to provide security for the obligation of the Principal to repair and/or replace said improvements against defects in workmanship, materials or installation for a period of twelve (12) months after written and final acceptance of the same and approval by the City;

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

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

____

____

B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship and installation (or, in the case of landscaping, shall survive,) for a period of twelve (12) months after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twelve (12) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.

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

D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twelve (12) months from the date of acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:

1. Within ten (10) days of demand of the City, make written commitment to the City that it will either:

   a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or

   b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

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

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

E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section D above.

F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The surety waives notice of any such change, extension, alteration or addition thereunder.

G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in King County Superior Court.

H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this ________ day of __________________, 20__.

SURETY COMPANY (Signature must be notarized)	CONTRACTOR/OWNER (Signature must be notarized)
By: ______________________ Its ______________________	By ______________________ Its ______________________
Print Name: ______________________	Print Name: ______________________
Business Name: ______________________	Business Name: ______________________
Business Address: ______________________	Business Address: ______________________
City/State/Zip Code: ______________________	City/State/Zip Code: ______________________
Telephone Number: ______________________	Telephone Number: ______________________

CITY OF BLACK DIAMOND

By: ____ Date: ____________________________
Carol Benson, Mayor

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

APPROVED AS TO FORM:

____
Office of the City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE
____ Individual (Form P-1)
____ Corporation (Form P-2)
____ Surety Company (Form P-2)

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

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: ____________________________

____

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

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

(Contractor/Owner)
STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: ______________________________

____

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

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

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

Dated: ______________________________

____

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

CERTIFICATE OF INSURANCE

TO: City of Black Diamond

Return this certificate to:
City of Black Diamond
24301 Roberts Drive
Black Diamond, WA 98010

This certifies to City of Black Diamond that the following described policies have been issued to the Insured named below and are in force at this time:

Insured ____

Address ____

Description of operations/locations/products (show contract name and/or number, if any)

Policies and Insureds	Limits		Policy Number	Expiration Date	Best's Rating
	Bodily Injury	Property Damage			
Comprehensive / General Liability	Each Person	Each Occurrence			
Workers Compensation	Employer's Liability				
Automotive Liability	Each Person	Each Occurrence			

COMBINED SINGLE LIMIT

All policies are in effect at this time and will not be canceled, limited, or allowed to expire without renewal until after 30 days' written notice has been given to the Certificate Holder named on the top line. Any coverage afforded the Certificate Holder as an additional insured shall apply as primary and not excess to any insurance issued in the name of the Certificate Holder.

Note to Contractor: City of Black Diamond and its authorized agents shall be named as additional insured for this policy.

DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE

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

If option (2) or (3) is selected, the "Interest Escrow Bearing Account/Escrow Agreement," beginning page F.7 must be completed. **It is the Contractor's responsibility to setup all accounts.**

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

______(1) Retained in a fund by the Owner.

______(2) Deposited by the Owner 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 Owner. When the monies reserved are to be placed in escrow, the Owner will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the Owner and the bonds and securities held in escrow.

The 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

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ATTACHMENT A
INTEREST BEARING ACCOUNT/ESCROW AGREEMENT

City of Black Diamond

Contract No: ____________________

Project Name: ____________________

Estimated Contract Completion Date: ____________________

Bank Name: ____________________

Escrow/Interest Bearing Account No: ____________________

INTEREST BEARING DEPOSITORY/ESCROW AGENT, located at: ____________________

____

____

This Agreement is for the investment, or retention in an interest bearing account, of the retained percentages of the above referenced project and contract number ("Contract") in accordance with RCW Chapter 60.28, now and as hereafter amended.

The Undersigned, ________ , hereinafter referred to as the Contractor, has directed the City of Black Diamond, hereinafter referred to as the City, to deliver to you its warrants, checks or drafts which shall be payable to you and the Contractor jointly. Such warrants, checks or drafts are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

The Contractor has chosen you, and the City has agreed to your selection, to act as an

INTEREST BEARING ACCOUNT DEPOSITORY or ESCROW AGENT (circle one)

______________________________ (Contractor sign here to acknowledge selection)

If selected as an INTEREST BEARING ACCOUNT depository, in accordance with RCW 60.28.011, the depository shall be either a bank, mutual savings bank, or savings and loan association, authorized and doing business in the State of Washington.

1. Upon delivery to you, warrants, checks or drafts made payable to you and the Contractor jointly shall be endorsed by you and forwarded for collection. The monies from all such warrants, checks or drafts received hereunder shall be deposited by you in an interest bearing account in your institution. Interest on such account shall be paid to the Contractor. Statements for the account shall be provided both to the City and the Contractor at the addresses listed below. The statement shall reference both the Project Name and the Contract Number.
2. Monies in the account are not subject to withdrawal until after the final acceptance of said improvement or work is completed and agreed upon by both parties. The Contractor is not authorized to withdraw all or any part of the monies deposited with you pursuant to this Agreement except in accordance with the written instructions of the City, or by order of a court of competent jurisdiction. Compliance with such instructions or with a court order shall relieve you of any further liability related thereto.

3. The Contractor agrees to assume full responsibility to pay all costs which may accrue from the Bank.
4. This agreement shall not be binding until executed by the Contractor and the City and accepted by you.
5. If Contractor has chosen you as an Escrow agent, the monies from warrants, checks or drafts made payable to you and the Contractor jointly will be used to purchase bonds or other securities selected by the Contractor and approved by the City. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided said direction conforms with the following listing of approved securities:

   a. Bills, certificates, notes or bonds of the United States;
   b. Other obligations of the Unites States or its agencies;
   c. Obligations of any corporation wholly-owned by the government of the United States;
   d. Indebtedness of the Federal National Mortgage Association; and
   e. Time deposits in commercial banks.

   Other bonds and securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the City. Purchase of such bonds or other securities shall be in a form which shall allow you to convert such bonds or other securities into money if you are required to do so by the City.

   The investments selected by the Contractor, approved by the City, and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.
6. This instrument contains the entire agreement between you, the Contractor, and the City with respect to the interest bearing account or escrow agreement. You are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter, nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
7. The foregoing provision shall be binding upon the assigns, successors, personal representative and heirs of the parties thereto.

The undersigned have read and hereby approve the instructions as given above governing the administration of this interest bearing account or escrow agreement.

______________________________ (Contractor)	City of Black Diamond
By ____________________________ (Name and Title)	By ____________________________ Director
Dated:__________________________	Dated:__________________________
Mailing Address:__________________	<u>Mailing Address:</u> 24301 Roberts Drive Black Diamond, WA 98010
______________________________	
______________________________	
______________________________ (Tax Identification No.)	

The above escrow agreement received and accepted this ___ day of _____________, 20____.

____
(Bank)

____
(Address)

____

____

By ________________________________
(Name and Title)

Dated:_____________________________

The City of Black Diamond

BID PROPOSAL, CONTRACT DOCUMENTS, AND SPECIFICATIONS FOR:

Black Diamond Springs Transmission Main Replacement

Volume 1 of 2

Summer 2021

The City of Black Diamond Public Works 24301 Roberts Drive Black Diamond, WA 98010 (360) 851-4500 Contact: Seth Boettcher, PE (360) 851-4500	RH2 Engineering, Inc. 1201 Pacific Avenue, Suite 1750 Tacoma, WA 98402 (253) 272-3059 Contact: Harley Sandoval, PE (253) 327-1524

Pacific Civil & Infrastructure, Inc.
1214 140th Ave. Ct. E.
Sumner, WA 98390
(253) 874-3965

BIDFORMS

Pacific Civil & Infrastructure, Inc.
1214 140th Ave. Ct. E.
Sumner, WA 98390
(253) 874-3965

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Contractor Pacific Civil & Infrastructure, Inc.

Address: 1214 140th Ave Ct E Sumner, WA 98390

Phone Number: (253) 874-3965 Fax Number: (253) 874-3950

Contractor Lic. No.: PACIFCI867J*

Washington State Department of Labor and Industries Registration No.: 317, 522-00

State Unified Business Identifier No.: 603-389-830

Expiration Date: 4/30//2022

Employment Security Department No.: 000-026052-00-2

State Excise Tax Registration No.: 603-389-830

Number of years the Contractor has been engaged in the construction business under the present firm name indicated: 7

Gross dollar amount of work under contract: $58,443,692

Gross dollar amount of contracts not completed: $20,556,204

Type of work generally performed by Contractor: Underground utilities, road/highway, grading, water & wastewater treatment facilities.

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
See attached Qualifications Summary				

Pacific Civil & Infrastructure, Inc.
1214 140th Ave. Ct. E.
Sumner, WA 98390
(253) 874-3965

Bank References: Wells Fargo Bank - Carrie Sieler: (253) 593-5234

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

If so, why? (Optional): N/A

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? No.

Who? N/A

For what reason? N/A

Disposition of case, if settled: N/A

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

Mark Heintz, 7 years

Pacific Civil & Infrastructure, Inc.
Bidder

By [signature]
Signature Andrew Albrecht

President
Title

Pacific Civil & Infrastructure, Inc.
1214 140th Ave. Ct. E.
Sumner, WA 98390
(253) 874-3965

PROPOSAL

Bidder Pacific Civil & Infrastructure, Inc.

Date 6/23/21

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 – Transmission Main Replacement**, 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 two million, one hundred-eighteen Thousand four hundred-Ninty-two and 78/100 Dollars
($ 2,118,492.78)

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 and sixty (160) 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 ten (10) 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

Pacific Civil & Infrastructure, Inc. — Corporation/Partnership/Individual
Firm Name — (Circle One)

doing business at 1214 140th Ave Ct E, Sumner, WA 98390
Address, City, State, Zip

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

Pacific Civil & Infrastructure, Inc.
1214 140th Ave. Ct. E.
Sumner, WA 98390
(253) 874-3965

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
Andrew Albrecht President/Secretary/Treasurer	1214 140th Ave Ct E Sumner, WA 98390

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

Pacific Civil & Infrastructure, Inc.
1214 140th Ave. Ct. E.
Sumner, WA 98390
(253) 874-3965

PROPOSAL SIGNATURE SHEET

PROJECT: Black Diamond Springs – Transmission Main Replacement

6/23, 2021
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.

Pacific Civil & Infrastructure, Inc.
Bidder

By: [signature]
Authorized Official

Andrew Albrecht
Printed

President
Title

Address: 1214 140th Ave Ct E
Sumner, WA 98390

Receipt of Addenda numbered 1, ________, ________, ________ 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.

Pacific Civil & Infrastructure, Inc.
1214 140th Ave. Ct. E.
Sumner, WA 98390
(253) 874-3965

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Pacific Civil & Infrastructure, Inc.
1214 140th Ave. Ct. E.
Sumner, WA 98390
(253) 874-3965

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS:

That we, Pacific Civil & Infrastructure, Inc., as Principal, and Fidelity and Deposit Company of Maryland, as Surety, are held firmly bound unto the City of Black Diamond, Washington, as Obligee, in the penal sum of Five Percent (5%) of Bid Amount Dollars, for the payment of which the successors and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the obligee shall make any award to the Principal for **Black Diamond Springs – Transmission Main Replacement, 29301 SE Green River Gorge Road,** 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 23rd DAY OF June, 2021

Fidelity and Deposit Company of Maryland	Pacific Civil & Infrastructure, Inc.
Surety	Principal
By Heather L. Allen	By Andrew Albrecht
Signature	Signature
Heather L. Allen	ANDREW ALBRECHT
Printed	Printed
Title Attorney-in-Fact	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

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Karen C. SWANSON, Erica E. MOSLEY, Holli ALBERS, Jamie L. MARQUES, Carley ESPIRITU, Christopher KINYON, Brent E. HEILESEN, Annelies M. RICHIE, Heather L. ALLEN and Kyle Joseph HOWAT, all of Tacoma, Washington,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 20th day of November, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

Dawn E Brown

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 20th day of November, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Pacific Civil & Infrastructure, Inc.
1214 140th Ave. Ct. E.
Sumner, WA 98390
(253) 874-3965

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact, The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 23rd day of June, 2021

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Pacific Civil & Infrastructure, Inc.
1214 140th Ave. Ct. E.
Sumner, WA 98390
(253) 874-3965

BID SCHEDULE

Black Diamond Springs – Transmission Main Replacement

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.

BASE BID

Item No.	Description	Unit	Quantity	Unit Price	Total Amount
1	Mobilization and Demobilzation	LS	1	$ 157,000.00	$ 157,000.00
2	Construction Survey and As-Builts	LS	1	$ 20,000.00	$ 20,000.00
3	Temporary Sedimentation and Erosion Control	LS	1	$ 38,000.00	$ 38,000.00
4	Critical Areas Protection Devices	LS	1	$ 5000.00	$ 5,000.00
5	Shoring and Trench Safety Systems	LS	1	$ 2,500.00	$ 2,500.00
6	Pipe Bedding Material – Railroad Grade	TN	1,600	$ 24.00	$ 38,400.00
7	Import Backfill Material – Railroad Grade	TN	200	$ 24.00	$ 4,800.00
8	Crushed Rock	TN	2,650	$ 24.00	$ 63,600.00
9	Pipe Bedding and Import Backfill Material – Steep Slope	TN	200	24.00	4,800.00
10	12-Inch Inside Diameter Transmission Main	LF	7,710	$ 83.00	$ 639,930.00
11	12-Inch Gate Valve	EA	7	$ 7,500.00	$ 52,500.00
12	Air and Vacuum Release Valves	EA	2	$ 4,500.00	$ 9,000.00
13	Blow Off Assembly	EA	1	$ 4,200.00	$ 4,200.00
14	Gun Club Meter Reconnection	EA	1	$ 5,000.00	$ 5,000.00
15	Connection to Existing Water System – North Bank Pump Station	EA	1	$ 10,000.00	$ 10,000.00
16	Connection to Existing Water System – Distribution System	EA	1	$ 10,000.00	$ 10,000.00
17	Anchor Blocks	LS	1	$ 40,000.00	$ 40,000.00

Pacific Civil & Infrastructure, Inc.
1214 140th Ave. Ct. E.
Sumner, WA 98390
(253) 874-3965

BASE BID – Continued					
Item No.	**Description**	**Unit**	**Quantity**	**Unit Price**	**Total Amount**
18	Culvert Replacement	EA	9	$1,500.00	$13,500.00
19	Tree Removal	EA	1	$1,000.00	$1,000.00
20	Railroad Grade Restoration	LS	1	$45,000.00	$45,000.00
21	Steep Slope Restoration	LS	1	$120,000.00	$120,000.00
22	Deactivation of Existing Water System	LS	1	$5,000.00	$5,000.00
23	Underground Power Installation and Electrical Site Work	LS	1	$325,000.00	$325,000.00
24	Temporary Roadway Restoration (Gun Club Entrance)	FA	1	$100,000	$100,000
25	Vegetation Management	FA	1	$50,000	$50,000
26	Minor Change	FA	1	$150,000	$100,000
27	Potholing Existing Utilities	EA	10	$1,150.00	$11,500.00
			Subtotal	$ 1,925,730.00	
			Sales Tax @ 8.6%	$ 165,612.78	
			TOTAL BASE BID SCHEDULE	$ 2,091,342.78	

Pacific Civil & Infrastructure, Inc.
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Sumner, WA 98390
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ADDITIVE BID A					
Item No.	Description	Unit	Quantity	Unit Price	Total Amount
1A	Power Pole Replacement	EA	4	$ 6,250.00	$ 25,000.00

Subtotal	$ 25,000.00
Sales Tax @ 8.6%	$ 2,150.00
TOTAL ADDITIVE BID A SCHEDULE	$ 27,150.00

TOTAL BASE BID + ADDITIVE BID A	$ 2,118,492.78

Project award will be based on the total bid amount including the Base Bid and the Additive Bid A. All bidders shall provide pricing for all bid items in the Base Bid and the Additive Bid A, or their bid will be considered unresponsive. The City may elect to include Additive Bid A as part of the Contract. There are no guarantees that Additive Bid A will become part of the Scope of Work for this Contract.

Pacific Civil & Infrastructure, Inc.
1214 140th Ave. Ct. E.
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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.

Pacific Civil & Infrastructure, Inc.
1214 140th Ave. Ct. E.
Sumner, WA 98390
(253) 874-3965

DOT Form 272-036H EF
Revised 3-06

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LOCAL AGENCY SUBCONTRACTOR LIST

To be submitted within one hour after bid time, per Senate Bill 5457 amending RCW 39.30.060 and 2003 c 301 s 5 4

Local Agency Name
City of Black Diamond
Local Agency Address
24301 Roberts Drive
Black Diamond, WA 98010

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 Transmission Main Replacement

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 ______________________

Subcontractor Name ______________________
Work to be Performed ______________________

Subcontractor Name ______________________
Work to be Performed ______________________

Subcontractor Name ______________________
Work to be Performed ______________________

Subcontractor Name ______________________
Work to be Performed ______________________

* 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

Pacific Civil & Infrastructure, Inc.
1214 140th Ave. Ct. E.
Sumner, WA 98390
(253) 874-3965

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June 18, 2021

CITY OF BLACK DIAMOND
ADDENDUM NO. 1
TO THE PLANS AND SPECIFICATIONS FOR
BLACK DIAMOND SPRINGS
TRANSMISSION MAIN REPLACEMENT PROJECT

TO ALL PLANHOLDERS:

You are hereby notified of the following changes, deletions, additions and corrections to the plans, specifications, and other documents comprising the contract documents for the City of Black Diamond **Black Diamond Springs Transmission Main Replacement Project**.

Refer to the end of this addendum for a list of attachments. The following formatting has been used to note deletions (to the original text) and changes/additions to the Contract Documents.

- Deletions are formatted as stricken through (~~example~~) text.
- Changes/additions are formatted as bolded (**example**) text.

I. TECHNICAL SPECIFICATIONS

A. Replace Division 10 Measurement and Payment, Bid Item 23 – Underground Power Installation and Electrical Site Work with the revised Bid Item 23 – Underground Power Installation and Electrical Site Work.

CURRENTLY READS:

Bid Item 23 – Underground Power Installation and Electrical Site Work

The lump sum price shall cover the complete cost of providing all labor, materials and equipment necessary for the electrical work in accordance with the Plans and Specification. Work includes demolition of an existing overhead power distribution line; removal of existing poles; trench excavation, backfill, tracing devices, handholds, etc.; installation of underground medium-voltage feeder and conduit; installation of underground telephone line and conduit; existing power pole modification, installation of vaults, and a pad mounted transformer and equipment, electrical service connection to the North Bank Booster Pump Station, etc. Removed power poles shall be delivered to the City's Public Works Yard.

REVISED TO READ:

Bid Item 23 – Underground Power Installation and Electrical Site Work

The lump sum price shall cover the complete cost of providing all labor, materials and equipment necessary for the electrical work in accordance with the Plans and Specification. Work includes demolition of an existing overhead power distribution line; removal of existing poles; trench excavation, **backfill materials,** backfill, **trench restoration,** tracing devices, handholds, **vaults, conductors,** etc.; installation of underground medium-voltage feeder and conduit; **installation of overhead ground wire from the primary utility meter to the beginning of the underground power installation location (approximately 6,000 feet) including hardware and pole modifications;** installation of underground telephone line and conduit; existing power pole modification **as shown in the Plans,** installation of **communication and power utility** vaults, and a pad mounted transformer and equipment, electrical service connection to the North Bank Booster Pump Station, etc. Removed power poles shall be delivered to the City's Public Works Yard.

Note: The intent of this Bid Item is to cover the cost of all the electrical components and work needed to complete this project as shown on the Plans and not covered in any other Bid Items.

II. PLANS

A. REMOVE and REPLACE Plan Sheet Nos. 27, 28, 30, 31 (E01, E02, E04, and E05) – see attached.

III. ATTACHMENTS

A. Plan Sheet Nos. 27, 28, 30, 31 (E01, E02, E04, and E05).

End Revisions for Addendum No. 1

Pacific Civil & Infrastructure, Inc.
1214 140th Ave. Ct. E.
Sumner, WA 98390
(253) 874-3965

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 June 18, 2021

HARLEY SANDOVAL
STATE OF WASHINGTON
53366
REGISTERED
PROFESSIONAL ENGINEER

Received and acknowledged:

Pacific Civil & Infrastructure, Inc.	Contractor
Andrew Albrecht	By
President	Title
6/23/21	Date

Pacific Civil & Infrastructure, Inc.
1214 140th Ave. Ct. E.
Sumner, WA 98390
(253) 874-3965

Pacific Civil & Infrastructure

QUALIFICATIONS SUMMARY

	Awarded Contract Value (Incl WSST)	Final/Est Final Contract Value (Incl WSST)	WSDOT Scope/Class of Work	Estimated Completion Date	*Closed Date	Job Name/(Owner)	Project Location	Contracting Agency Contact/Info
IN PROGRESS:								
	$945,987	$15,000,000	1,2,15,31,53	4/30/2022		Black Horse (DR Horton)	Ellensburg, WA	Dustin Windrick: (425) 219-5743 / dmwindrick@drhorton.com
	$7,080,316	$7,080,316	1,2,7,15,20	11/1/2022		South SPAR Booster Pump Station (City of Issaquah)	Issaquah, WA	Tony Nguyen: (425) 864-1573 / tonyn@issaquah.gov
	$6,354,996	$5,873,586	1,2,7,15,20,53	8/1/2021		East Salmonberries & North Kloomachin Dev (Port Gamble S'Klallam Tribe)	Kitsap County, WA	Barrett Schmanska: (206) 799-3240 / barretts@pgst.nsn.us
	$5,607,780	$5,852,598	1,2,15, 53	9/15/2021		Rainier Ridge (Lennar)	Maple Valley, WA	Jason Hancock: (206) 550-9590 / jason.hancock@lennar.com
	$3,512,005	$3,514,606	15,20	7/31/2021		FTA North Bend (WA State DES for WSP)	North Bend, WA	Gary Wendleken: (360) 280-3960 / Gary.Wendleken@des.wa.gov
	$2,324,467	$2,567,467	1,2,15,20,31,53	6/30/2021		Snoqualmie Railroad Place Utility Improvements (City of Snoqualmie)	Snoqualmie, WA	Brian Coleman : (425) 831-4919 / BColeman@snoqualmiewa.gov
	$1,862,859	$1,907,382	1,2,6,7,15,20	7/8/2021		Rattlesnake Reservoir & Well #4 (Sallal Water Association)	North Bend, WA	Denny Scott: (425) 531-0518 / denny@sallal.com
	$1,548,072	$1,548,072	1,2,7,15,20	3/31/2022		WWTP Improvements Ph I (Town of Naches)	Naches, WA	Jeff Ranger: (509) 653-2647 / jeff.ranger@co.yakima.wa.us
	$1,407,198	$1,407,198	1,2,15,53	11/1/2021		S'Klallam Pump Station Improvements (Port Gamble S'Klallam Tribe)	Kitsap County, WA	Barrett Schmanska: (206) 799-3240 / barretts@pgst.nsn.us
	$1,329,000	$1,329,000	1,2,7,15,20	10/15/2021		New Reservoir & Water Main (King County Water District 123)	Preston, WA	Don Campbell: (360) 876-0958 / don@nwwatersystems.com
	$1,082,268	$1,082,268	1,2,31,53	9/1/2021		2021 Water System Improvements (City of Mercer Island)	Mercer Island, WA	Rona Lin: (206) 275-7806 / Rona.Lin@mercergov.org
	$1,071,250	$1,071,250	1,2,15,31,53	9/30/2021		Warrior Ridge Housing Site Work (Port Gamble S'Klallam Tribe)	Kingston, WA	
*COMPLETED:								
	$55,440,413	$87,586,450	1,2,6,7,15,20		11/12/2019	Columbia Pulp (NW Straw Pulp, LLC)	Starbuck, WA	John Begley: (360) 316-9552 / john.begley@columbiapulp.com
	$8,341,925	$10,175,490	1,2,7,15,20,53		11/29/2018	Carlsborg Sewer Project (Clallam County)	Carlsborg, WA	Joe Donisi: (360) 417-2404 / jdonisi@co.clallam.wa.us
	$8,075,878	$8,706,315	1,2,15,31,53		5/1/2021	Lakewood Transmission Main Sched C2 (Lakewood Water District)	Pierce County, WA	Craig Gibson: (253) 588-4423 / cgibson@lakewoodwater.org
	$5,489,382	$6,000,115	1,2,15		12/15/2020	Gateway (DR Horton)	Lacey, WA	Tony Brandolini: (425) 821-3400 / ajbrandolini@drhorton.com
	$3,910,878	$5,873,471	1,2,15		7/31/2019	Pacific Heights (DR Horton)	Des Moines, WA	Tony Brandolini: (425) 821-3400 / ajbrandolini@drhorton.com
	$4,639,625	$4,853,524	1,2,15,53		7/5/2017	SR 410 & Veterans Memorial Dr Intersection Improvements (City of Bonney Lake)	Bonney Lake, WA	John Woodcock: (253) 862-8602 / woodcockj@ci.bonney-lake.wa.us
	$3,421,649	$3,967,544	1,2,15, 20		10/30/2020	Aldea 10 @ Newcastle Tri Pointe)	Newcastle, WA	John Potts: (425) 452-0337 / John.Potts@Tri Pointehomes.com
	$3,435,399	$3,546,313	1,2,7,15,20,53		12/23/2018	Steilacoom Blvd Lift Station (City of Lacey)	Lacey, WA	Justin Knox: (360) 438-2628 / jknox@ci.lacey.wa.us
	$3,695,351	$3,532,954	1,2,15,20,31,53		5/1/2021	Eldorado Springs (Lennar)	Covington, WA	Jason Hancock: (206) 550-9590 / jason.hancock@lennar.com
	$2,965,083	$2,911,886	2,15,53		7/30/2019	Tacoma 2018C Waste Water Sewer Replacement (City of Tacoma)	Tacoma, WA	Drew Randolph: (253) 502-2225 / drandolph@cityoftacoma.org
	$2,807,311	$2,787,057	2,15,53		1/25/2017	Ruddell to College-Brentwood Water Improvements (City of Lacey)	Lacey, WA	Justin Knox: (360) 438-2628 / jknox@ci.lacey.wa.us
	$1,487,907	$2,548,819	1,2,15		10/30/2020	Inglewood Landing (Tri Pointe)	Sammamish, WA	John Potts: (425) 452-0337 / John.Potts@TriPointehomes.com
	$1,772,258	$2,384,075	1,2,15		2/8/2019	Brixton (Murray Franklyn)	Sammamish, WA	Glenn Maurer: (206) 391-0562 / glenm@murrayfranklyn.com
	$1,704,802	$2,034,628	1,2,15		9/21/2018	Harbor View Heights (Lennar)	Tacoma, WA	Jason Hancock: (206) 550-9590 / jason.hancock@lennar.com
	$1,598,559	$1,929,763	1,2,15		5/14/2021	Alpine Glen (Lennar)	Covington, WA	Jason Hancock: (206) 550-9590 / jason.hancock@lennar.com
	$1,401,824	$1,919,762	1,2,15		11/15/2019	Aldea @ Newcastle Block 9 (Tri Pointe)	Newcastle, WA	John Potts: (425) 452-0337 / John.Potts@TriPointehomes.com
	$1,762,939	$1,914,062	15,20		2/28/2020	Walla Walla WWTP (City of Walla Walla)	Walla Walla, WA	Frank Nicholson: (509) 524-4510 / fnicholson@wallawallawa.gov
	$1,584,947	$1,910,975	1,2,15		9/30/2020	Aldea 8 @ Newcastle (Tri Pointe)	Newcastle, WA	John Potts: (425) 452-0337 / John.Potts@TriPointehomes.com
	$1,738,105	$1,798,033	1,2,15		1/14/2020	Carrington (Lennar)	Fife, WA	Jason Hancock: (206) 550-9590 / jason.hancock@lennar.com
	$1,255,183	$1,774,359	1,2,15		11/12/2019	Meadow View (DR Horton)	Renton, WA	Tony Brandolini: (425) 821-3400 / ajbrandolini@drhorton.com
	$950,492	$1,543,858	1,2,15		10/8/2019	Senza / Richter (Tri Pointe) (Eagles Glen)	Sammamish, WA	Erik Enstrom: (425) 452-0340 /Erik.Enstrom@Tri Pointehomes.com
	$975,857	$1,543,633	1,2,15,53		7/13/2020	Tanner Road, Ph 3 (Riverside @ Tannerwood)	North Bend, WA	Glenn Maurer: (206) 391-0562 / glenm@murrayfranklyn.com
	$500,108	$1,470,410	1,2		5/1/2021	Daisy Crossing (Lennar)	Sultan, WA	Cole Harrison: (253) 259-6985 / cole.harrison@lennar.com
	$1,071,783	$1,445,308	1,2,15		11/29/2018	Gabrielle's Place (Murray Franklin)	Sammamish, WA	Glenn Maurer: (206) 391-0562 / glenm@murrayfranklyn.com
	$1,141,938	$1,431,804	1,2,15,53		7/10/2020	High Point Block 33 (Lennar)	Seattle, WA	Jason Hancock: (206) 550-9590 / jason.hancock@lennar.com
	$1,437,595	$1,397,048	1,2,15		7/18/2017	Cross Reservation Conveyance Facilities (Port Gamble S'Klallam Tribe)	Kitsap County, WA	Eric Nutting: (206) 284-0860 / enutting@g-o.com
	$1,277,605	$1,365,423	1,2,15		12/27/2017	Penny's Salsa (POE Construction)	Sumner, WA	Jeff Davis: (253) 872-9522 /jeffd@davispropertiesllc.com
	$1,327,956	$1,348,472	1,2,20,53		5/7/2019	Zackuse Creek (City of Sammamish)	Sammamish, WA	Tawni Dalziel: (425) 413-8800 / tawni.dalziel@maplevalleywa.gov
	$1,310,480	$1,330,000	1,2,7,15,20		2/2/2021	Intertie #4 PS Facilities (Firgrove Mutual Water)	Puyallup, WA	Larry Jones: (253) 845-1542 / ljones@firgrove.org
	$1,126,638	$1,270,725	1,2,15		2/8/2019	Sienna Lane (Artistry Homes)	Sammamish, WA	Glenn Maurer: (206) 391-0562 / glenm@murrayfranklyn.com
	$711,107	$1,246,961	1,2,15,53		3/1/2020	High Point Block 27 (Lennar)	Seattle, WA	Jason Hancock: (206) 550-9590 / jason.hancock@lennar.com
	$1,053,000	$1,203,715	1,2,15,53		4/18/2019	Newcold Offsite (NewCold)	Tacoma, WA	Michael Williams: +61 406 998 101 / michael.williams@newcold.com
	$447,692	$378,658	1,2,15,31,53		5/28/2021	River Ave Improvements (City of Buckley)	Buckley, WA	Chris Banks: (360) 829-1631 / cbanks@cityofbuckley.com
	$370,714	$349,839	7, 20		2/28/2021	FTA Burn Building (WA State DES for WSP)	North Bend, WA	Gary Wendleken: (360) 280-3960 / Gary.Wendleken@des.wa.gov

*Includes substantially completed/in close-out

Categories/Description of Work Key:

WSDOT Class of Work	Class Description
1	Clearing, Grubbing, Grading & Drainage
2	Production & placing of crushed materials
6	Bridges & Structures
7	Buildings
15	Sewers & Water Mains
	Concrete Structures Excluding Bridges

LOCAL AGENCY SUBCONTRACTOR LIST

To be submitted within one hour after bid time, per Senate Bill 5457 amending RCW 39.30.060 and 2003 c 301 s 5

Local Agency Name
City of Black Diamond
Local Agency Address
24301 Roberts Drive
Black Diamond, WA 98010

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 Transmission Main Replacement

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 American Electrical Services
Work to be Performed Electrical

Subcontractor Name
Work to be Performed

Subcontractor Name
Work to be Performed

Subcontractor Name
Work to be Performed

Subcontractor Name
Work to be Performed

* 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

Pacific Civil & Infrastructure, Inc.
1214 140th Ave. Ct. E.
Sumner, WA 98390
(253) 874-3965

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 and Infrastructure 1214 140th Ave Ct E Sumner, WA 98390		Titan Earthwork 1585 Valentine Ave SE Pacific, WA 98047		Northwest Cascade Inc. P.O. Box 73399 Puyallup, WA 98373	
Item	**Item Description**	**Unit**	**Qty.**	**Unit Bid**	**Amount**	**Unit Bid**	**Amount**	**Unit Bid**	**Amount**
BASE BID									
1	Mobilization and Demobilization	LS	1	$157,000.00	$157,000.00	$256,000.00	$256,000.00	$240,000.00	$240,000.00
2	Construction Survey and As-Builts	LS	1	$20,000.00	$20,000.00	$8,900.00	$8,900.00	$27,500.00	$27,500.00
3	Temporary Sedimentation and Erosion Control	LS	1	$38,000.00	$38,000.00	$13,200.00	$13,200.00	$60,000.00	$60,000.00
4	Critical Areas Protection Devices	LS	1	$5,000.00	$5,000.00	$23,400.00	$23,400.00	$5,000.00	$5,000.00
5	Shoring and Trench Safety Systems	LS	1	$2,500.00	$2,500.00	$13,600.00	$13,600.00	$5,000.00	$5,000.00
6	Pipe Bedding Material- Railroad Grade	TN	1,600	$24.00	$38,400.00	$50.40	$80,640.00	$59.00	$94,400.00
7	Import Backfill Material - Railroad Grade	TN	200	$24.00	$4,800.00	$45.00	$9,000.00	$59.00	$11,800.00
8	Crushed Rock	TN	2,650	$24.00	$63,600.00	$41.40	$109,710.00	$57.00	$151,050.00
9	Pipe Bedding & Import Backfill Material- Steep Slope	TN	200	$24.00	$4,800.00	$66.70	$13,340.00	$68.00	$13,600.00
10	12-inch ID Transmission Main	LF	7,710	$83.00	$639,930.00	$113.00	$871,230.00	$120.00	$925,200.00
11	12-inch Gate Valve	EA	7	$7,500.00	$52,500.00	$7,590.00	$53,130.00	$8,000.00	$56,000.00
12	Air & Vaccuum Release Valves	EA	2	$4,500.00	$9,000.00	$5,370.00	~$10,740.00	$4,500.00	$9,000.00
13	Blow-off Assembly	EA	1	$4,200.00	$4,200.00	$5,740.00	$5,740.00	$6,000.00	$6,000.00
14	Gun Club Meter Reconnection	EA	1	$5,000.00	$5,000.00	$3,360.00	$3,360.00	$3,750.00	$3,750.00
15	Connection to Existing Water Systsem - North Bank Pump Station	EA	1	$10,000.00	$10,000.00	$12,100.00	$12,100.00	$11,000.00	$11,000.00
16	Connection to Existing Water System - Distribution System	EA	1	$10,000.00	$10,000.00	$12,300.00	$12,300.00	$10,200.00	$10,200.00
17	Anchor Blocks	LS	1	$40,000.00	$40,000.00	$43,000.00	$43,000.00	$65,000.00	$65,000.00
18	Culvert Replacement	EA	9	$1,500.00	$13,500.00	$4,350.00	$39,150.00	$4,600.00	$41,400.00
19	Tree Removal	EA	1	$1,000.00	$1,000.00	$938.00	$938.00	$4,200.00	$4,200.00
20	Railroad Grade Restoration	LS	1	$45,000.00	$45,000.00	$39,600.00	$39,600.00	$10,000.00	$10,000.00
21	Steep Slope Restoration	LS	1	$120,000.00	$120,000.00	$62,500.00	$62,500.00	$12,500.00	$12,500.00
22	Deactivation of Existing Water System	LS	1	$5,000.00	$5,000.00	$9,330.00	$9,330.00	$25,000.00	$25,000.00
23	Underground Power & Site Electrical Work	LS	1	$325,000.00	$325,000.00	$445,000.00	$445,000.00	$360,000.00	$360,000.00
24	Temporary Roadway Restoration (Gun Club Entrance)	LS	1	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00
25	Vegetation Management	FA	1	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00

City of Black Diamond
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Project: Springs North Bank Booster Station Upgrade
Bid Opening: September 30, 2020

		Bidder & Address		Pacific Civil and Infrastructure 1214 140th Ave Ct E Sumner, WA 98390		Titan Earthwork 1585 Valentine Ave SE Pacific, WA 98047		Northwest Cascade Inc. P.O. Box 73399 Puyallup, WA 98373	
Item	**Item Description**	**Unit**	**Qty.**	**Unit Bid**	**Amount**	**Unit Bid**	**Amount**	**Unit Bid**	**Amount**
26	#Minor Change	FA	1	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00
27	Potholing Existing Utilities	EA	10	$1,150.00	$11,500.00	$1,380.00	$13,800.00	$650.00	$6,500.00
	BASE BID				**$1,925,730.00**		**$2,449,708.00**		**$2,454,100.00**
	***Washington State Sales Tax (8.7%)**				**$167,538.51**		**$213,124.60**		**$213,506.70**
	TOTAL BASE BID				**$2,093,268.51**		**$2,662,832.60**		**$2,667,606.70**
ADDITIVE BID 1									
1A	Power Pole Replacement	EA	4	$6,250.00	$25,000.00	$8,770.00	$35,080.00	$7,800.00	**$31,200.00**
	ADDITIVE BID				**$25,000.00**		**$35,080.00**		**$31,200.00**
	***Washington State Sales Tax (8.7%)**				**$2,175.00**		**$3,051.96**		**$2,714.40**
	TOTAL ADDITIVE BID				**$27,175.00**		**$38,131.96**		**$33,914.40**
	TOTAL BID				**$2,120,443.51**		**$2,700,964.56**		**$2,701,521.10**

**Sales Tax rate has changed to 8.7%; this percentage was not updated on the bid form but has been updated here. This did not affect bid outcomes.*
#Minor Change bid item had error in bid form where the preset total amount did not match the unit price. All amounts are updated here to reflect unit price amount of $150,000. This did not affect b
~Math error did not affect bid results

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		Kar Vel Construction PO Box 58275 Renton, WA 98058		*City Estimate*	
Item	**Item Description**	**Unit**	**Qty.**	**Unit Bid**	**Amount**	***Unit Bid***	***Amount***
BASE BID							
1	Mobilization and Demobilization	LS	1	$279,000.00	$279,000.00	*$224,000.00*	*$224,000.00*
2	Construction Survey and As-Builts	LS	1	$40,000.00	$40,000.00	*$15,000.00*	*$15,000.00*
3	Temporary Sedimentation and Erosion Control	LS	1	$50,000.00	$50,000.00	*$15,000.00*	*$15,000.00*
4	Critical Areas Protection Devices	LS	1	$15,000.00	$15,000.00	*$25,000.00*	*$25,000.00*
5	Shoring and Trench Safety Systems	LS	1	$10,000.00	$10,000.00	*$10,000.00*	*$10,000.00*
6	Pipe Bedding Material- Railroad Grade	TN	1,600	$28.00	$44,800.00	*$35.00*	*$56,000.00*
7	Import Backfill Material - Railroad Grade	TN	200	$40.00	$8,000.00	*$30.00*	*$6,000.00*
8	Crushed Rock	TN	2,650	$30.00	$79,500.00	*$35.00*	*$92,750.00*
9	Pipe Bedding & Import Backfill Material- Steep Slope	TN	200	$40.00	$8,000.00	*$35.00*	*$7,000.00*
10	12-inch ID Transmission Main	LF	7,710	$170.00	$1,310,700.00	*$140.00*	*$1,079,400.00*
11	12-inch Gate Valve	EA	7	$4,000.00	$28,000.00	*$5,000.00*	*$35,000.00*
12	Air & Vaccuum Release Valves	EA	2	$5,000.00	$10,000.00	*$4,000.00*	*$8,000.00*
13	Blow-off Assembly	EA	1	$8,000.00	$8,000.00	*$4,000.00*	*$4,000.00*
14	Gun Club Meter Reconnection	EA	1	$5,000.00	$5,000.00	*$2,500.00*	*$2,500.00*
15	Connection to Existing Water Systsem - North Bank Pump Station	EA	1	$20,000.00	$20,000.00	*$10,000.00*	*$10,000.00*
16	Connection to Existing Water System - Distribution System	EA	1	$15,000.00	$15,000.00	*$5,000.00*	*$5,000.00*
17	Anchor Blocks	LS	1	$6,000.00	$6,000.00	*$10,000.00*	*$10,000.00*
18	Culvert Replacement	EA	9	$2,000.00	$18,000.00	*$5,000.00*	*$45,000.00*
19	Tree Removal	EA	1	$3,000.00	$3,000.00	*$3,000.00*	*$3,000.00*
20	Railroad Grade Restoration	LS	1	$70,000.00	$70,000.00	*$100,000.00*	*$100,000.00*
21	Steep Slope Restoration	LS	1	$70,000.00	$70,000.00	*$50,000.00*	*$50,000.00*
22	Deactivation of Existing Water System	LS	1	$10,000.00	$10,000.00	*$5,000.00*	*$5,000.00*
23	Underground Power & Site Electrical Work	LS	1	$490,000.00	$490,000.00	*$350,000.00*	*$350,000.00*
24	Temporary Roadway Restoration (Gun Club Entrance)	LS	1	$100,000.00	$100,000.00	*$100,000.00*	*$100,000.00*
25	Vegetation Management	FA	1	$50,000.00	$50,000.00	*$50,000.00*	*$50,000.00*

City of Black Diamond
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Black Diamond, WA 98010

Project: Springs North Bank Booster Station Upgrade
Bid Opening: September 30, 2020

		Bidder & Address		Kar Vel Construction PO Box 58275 Renton, WA 98058		*City Estimate*	
Item	**Item Description**	**Unit**	**Qty.**	**Unit Bid**	**Amount**	***Unit Bid***	***Amount***
26	#Minor Change	FA	1	$150,000.00	$150,000.00	*$150,000.00*	*$150,000.00*
27	Potholing Existing Utilities	EA	10	$100.00	$1,000.00	*$500.00*	*$5,000.00*
	BASE BID				**$2,899,000.00**		***$2,457,650.00***
	***Washington State Sales Tax (8.7%)**				**$252,213.00**		***$213,815.55***
	TOTAL BASE BID				**$3,151,213.00**		***$2,671,465.55***
ADDITIVE BID 1							
1A	Power Pole Replacement	EA	4	$11,500.00	$46,000.00	*$8,750.00*	*$35,000.00*
	ADDITIVE BID				**$46,000.00**		***$35,000.00***
	***Washington State Sales Tax (8.7%)**				**$4,002.00**		***$3,045.00***
	TOTAL ADDITIVE BID				**$50,002.00**		***$38,045.00***
	TOTAL BID				**$3,201,215.00**		***$2,709,510.55***

**Sales Tax rate has changed to 8.7%; this percentage was not updated on the bid form but has been u*
#Minor Change bid item had error in bid form where the preset total amount did not match the unit pri id outcomes.
~Math error did not affect bid results

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT:	**Agenda Date: August 5, 2021 AB21-046**		
Resolution approving professional Services Agreement with Grindline Skateparks for the design engineering services for the Skatepark project		Mayor Carol Benson	
		City Administrator	
		City Attorney David Linehan	
		City Clerk – Brenda L. Martinez	
		Com Dev – Mona Davis	X
		Finance – May Miller	
		MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): $65,896.50		Police – Chief Kiblinger	
Fund Source:		Public Works – Seth Boettcher	
Timeline:		Court – Stephanie Metcalf	

Agenda Placement: ☑ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator

Attachments: Resolution , Professional Services Agreement, Scope of Work

SUMMARY STATEMENT:

Due to the deteriorating condition of the old skatepark, the previous skatepark was removed earlier this year with the intent of replacing it with a more durable skatepark. To help with the funding of the new skatepark, the City Council passed Ordinance 21-1160 allowing for donations to the new skatepark.

City staff solicited Statements of Qualification (SOQs) from engineering and landscape architecture firms for the design of the new skatepark from the City's Small Works Roster. Two firms responded. Upon reviewing the submittals, the City's team of Mayor Benson, Mona Davis (Community Development Director), and Scott Hanis (Capital Project/Program Manager) recommends Grindline Skateparks from Seattle to assist with the design for the new skatepark. Grindline Skateparks is well qualified to complete the design work for this project and has worked on over thirty skateparks in Washington State (over 250 worldwide).

Grindline will lead two community meetings to gather input from the public on features that might best serve residents of Black Diamond, the first of which is tentatively scheduled for Wednesday, August 18th at 6:00 pm.

FISCAL NOTE (Finance Department):

This project will be funded by community donations and some available King County Parks Tax levy funds. A budget amendment will be required at the end of the year to cover the needed Skate Park costs.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

The Finance Committee reviewed the Skate Park design Engineering Services at their August 29, 2021 meeting and recommended forwarding to the full council. The Public Works Committee recommends bringing this to the City Council for consideration.

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 21-1434 authorizing the Mayor to execute a Professional Services Agreement with Grindline Skateparks for the design engineering of the Skatepark project.**		
RECORD OF COUNCIL ACTION		
Meeting Date	***Action***	***Vote***
August 5, 2021		

RESOLUTION NO. 21-1434

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH GRINDLINE SKATEPARKS FOR THE DESIGN ENGINEERING OF THE SKATEPARK PROJECT

WHEREAS, the City recently removed the Skatepark due to safety concerns and failing materials; and

WHEREAS, the City solicited Statements of Qualifications from the engineering firms on the City's Small Works Roster; and

WHEREAS, the City received Statements of Qualifications from two firms which were reviewed by Mayor Benson and City staff; and

WHEREAS, City reviewers unanimously recommended Grindline Skateparks as capable of providing the design engineering for this project;

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

Section 1. The Mayor is hereby authorized to execute a Professional Services Agreement with Grindline Skateparks to provide design engineering services for the Skatepark project, substantially in the form attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF AUGUST, 2021.

CITY OF BLACK DIAMOND:

____
Carol Benson, Mayor

Attest:

____
Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT FOR LANDSCAPE ARCHITECTURAL AND ENGINEERING SERVICES

This Professional Services Agreement ("Agreement") is entered into by and between:

CITY OF BLACK DIAMOND, WASHINGTON (the "City")
Physical Address: 24301 Roberts Drive
Mailing Address: PO Box 599
Black Diamond, WA 98010
Contact: Seth Boettcher Phone: 360-851-4446 Fax : 360-851-4501

and

GRINDLINE SKATEPARKS ("Consultant")
Address: 4619 14th Ave. SW
Seattle, WA 98106
Contact: Micah Shapiro, CEO Phone: 206-932-6414 Fax: 206-932-6840

Tax Id No.: ________________

for non-exclusive landscape architectural and engineering services in connection with the following project:

City of Black Diamond BLACK DIAMOND SKATEPARK PROJECT ("Project").

WHEREAS, the City has conducted an RFQ and qualifications-based selection process for landscape architectural and engineering services, and based on that process the City desires to work with the Consultant on City matters under the terms and conditions set forth herein; and

WHEREAS, the Consultant has agreed to provide the services described in Exhibit A (Scope of Work) under the terms and conditions set forth herein;

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

TERMS AND CONDITIONS

1. Services by Consultant

1.1 Consultant has been retained by the City to provide landscape architectural and engineering services as generally described in the Scope of Work attached to this Agreement as Exhibit "A". The services performed by Consultant shall not exceed the Scope of Work nor shall the Consultant be entitled to a greater amount of compensation as that provided in this Agreement without the prior written authorization of the City.

1.2 The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.

1.3 Consultant represents and warrants that it, its staff to be assigned to the Project, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultants under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

2. Schedule of Work

2.1 The City and the Consultant agree that work will begin on the tasks described in Exhibit A upon execution of this Agreement. The goal of this design effort will be to have tasks outlined in Exhibit A as set in the Schedule outlined in Exhibit A.

2.2 Additional time may be granted by the City for unforeseen delays or for extra work requested by the City.

3. Compensation

3.1 Rates. Compensation for the services provided according to the tasks outlined in Exhibit "A" shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "B" and shall not exceed Sixty-five thousand eight hundred ninety six dollars and fifty cents ($65,896.50). This amount shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed Agreement amendment.

4. Payment

4.1 Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices, in a format acceptable to the City for work performed to the date of the invoice.

4.2 All invoices shall be paid by City warrant within sixty (60) days of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

4.3 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Consultant shall make copies available to the City on request.

4.4 If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

5. Discrimination and Compliance with Laws

5.1 Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

5.2 Consultant and its subconsultants shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

5.3 Any violation of this Section 5 shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in Consultant's ineligibility to conduct further work for the City.

6. Duration, Suspension, and Termination of Agreement

6.1 This Agreement shall remain in effect until completion of the Project and fulfillment of all other party obligations set forth in this Agreement, unless the City provides written notice of earlier termination pursuant to this Section 6, below.

6.2 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing no fewer than ten (10) days prior to the stated termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

6.3 Any notice from the City to Consultant regarding the suspension of this Agreement shall specify the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Consultant's reasonable expenses and shall be subject to verification. Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

7. Standard of Care

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. Consultant understands and agrees that the services rendered pursuant to this Agreement are for the sole exclusive benefit of the City and that no third party shall have authority to authorize, approve, direct or control any of the services rendered to the City pursuant to this Agreement.

8. <u>Ownership of Work Product</u>

8.1 Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall be vested in the City and shall be submitted to the City upon termination of this Agreement. Consultant assigns to the City all of Consultant's right, title, and interest in any such documents. Any reuse of these materials by the City for projects or purposes other than those that fall within the scope of this Agreement and the Project to which it relates, without written concurrence by Consultant, will be at the sole risk of the City.

8.2 The City acknowledges Consultant's documents as instruments of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of the City's reuse of such documents beyond the use for which they were originally intended without the written authorization of Consultant.

8.3 Methodology, software, logic, and systems developed under this Agreement are the property of Consultant and the City, and may be used as either Consultant or the City see fit, including the right to revise or publish the same without limitation.

9. <u>Indemnification/Hold Harmless</u>

9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, volunteers, and agents harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. PROVIDED, HOWEVER, THAT IF ANY SUCH CLAIMS, INJURIES, DAMAGES, LOSSES OR SUITS RESULT FROM THE CONCURRENT NEGLIGENCE OF CONSULTANT AND THE CITY, IT IS EXPRESSLY AGREED THAT CONSULTANT'S OBLIGATIONS AND INDEMNITY UNDER THIS PARAGRAPH SHALL BE EFFECTIVE ONLY TO THE EXTENT OF CONSULTANT'S NEGLIGENCE.

9.2 The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

9.3 IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY

FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

9.4 The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance

10.1 Consultant shall procure and maintain for the duration of the Agreement, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subconsultants, 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 Consultant, its agents, representatives, or employees.

10.2 Consultant shall procure and maintain the following types and amounts of insurance:

a. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. This insurance shall have a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury. This insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

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

d. Professional Liability insurance appropriate to Consultant's profession, with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

10.3 The Automobile Liability, Commercial General Liability, and Professional Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

a. Consultant's insurance coverage shall be primary insurance vis-à-vis the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess over Consultant's insurance and shall not contribute with it.

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

10.4 The City shall be named as an additional insured under Consultant's Automobile Liability and Commercial General Liability insurance policies with respect to the work to be performed for the City pursuant to this Agreement.

10.5 Insurance shall be placed with insurers with a current A.M. Best rating of not less than A:VII.

10.6 Declaration pages issued by the insurance carriers for the policies mentioned in this Section 10 showing such insurance to be in force shall be filed with the City not less than ten (10) days following both parties signing this Agreement and before commencement of the work. In addition, the City may request, in writing, a full copy from Consultant of any insurance policy Consultant must procure and maintain pursuant to this Agreement and Consultant must provide such copy to the City within ten (10) days of Consultant's receipt of the City's request. Any policy or required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under this Agreement and for three (3) years following completion of the services to be performed. It shall be a material breach of this Agreement for Consultant to fail to procure and maintain the insurance required by this Section 10 or to provide the proof of such insurance to the City as provided for in this Agreement.

11. <u>Assigning or Subcontracting</u>

11.1 Consultant shall not assign, transfer, subcontract, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld at the sole discretion of the City.

12. <u>Independent Contractor</u>

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

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

13. Notice

13.1 All notices required by this Agreement shall be considered properly delivered when personally delivered by courier service, when received by facsimile, or on the third day following mailing, postage prepaid, certified mail, return receipt requested to:

City: ATTN: Mona Davis, Community Dev. Director
City of Black Diamond
24301 Roberts Drive
P.O. Box 599
Black Diamond, WA 98010
Fax: 360-851-4501

With a copy to: City Clerk

Consultant: ATTN: Micah Shapiro, Chief Executive Officer
Grindline Skateparks
4619 14th Ave. SW
Seattle, WA 98106
Fax: 206-932-6414

14. Disputes

14.1 Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington, excluding its choice-of-law rules. Venue and personal jurisdiction shall lie exclusively in King County Superior Court, Kent, Washington.

15. Attorney Fees

15.1 In any suit or action instituted to interpret or enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party.

16. General Administration and Management on Behalf of the City

16.1 The Mayor of the City, or his/her designee (the contract Administrator) shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant. Consultant understands and agrees that any and all work to be performed pursuant to this Agreement must be approved in advance by the contract Administrator. No third party, including the project applicant, shall have any direct control or influence over the services performed under this Contract.

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

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

17. Extent of Agreement/Modification

17.1 This Agreement, together with any 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 Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

18. Conflict of Interest; Non-Collusion

18.1 No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Consultant shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder. The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.

18.2 The Consultant warrants and represents that the Consultant has not, nor has any other member, employee, representative, agent or officer of the Consultant, entered into or offered to enter into any combination, collusion or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

AGREED TO BY:

CITY OF BLACK DIAMOND CONSULTANT

By: ____________________________
Carol Benson
Its: Mayor

Date: _____________________

By: ____________________________
Name
Its: Title

Date: _____________________

Attest:

By:
____
Brenda L. Martinez
City Clerk

APPROVED AS TO FORM:

____
David A. Linehan
City Attorney

EXHIBIT A

(*General Scope of Work)*

EXHIBIT B

(*Billing Rates and Reimbursable Expenses*)

July 22nd, 2021

Mona Davis, Community Development Director
City of Black Diamond | www.ci.blackdiamond.wa.us
360-851-4528 DIRECT | 360-851-4447 MAIN | 360-851-4501 FAX
mdavis@blackdiamondwa.gov E-MAIL

Re: Proposal for skatepark design services
Black Diamond, WA Skatepark renovation

Scope of Services

Task 1: Project Startup

1) Obtain site information: Review existing site information and determine what additional information is required to complete the design. If needed, MacKay Sposito will perform and provide an Existing Conditions Survey for the skatepark site.

2) Project Kick Off Meeting: The Design Team, City of Black Diamond Staff, and project stakeholders will meet in Black Diamond to review information on the selected site and discuss how the new skatepark will meet desired program elements. Design Team and Client will finalize the project objectives including scope, schedule and budget. A communication plan will be made to identify preferred communication methods. Key meetings and deliverables will be scheduled and areas requiring coordination such as public meetings, online forums and exchange/review of documents will be identified. On the same day, the Design Team will conduct a site visit to review existing conditions of the proposed site and explore opportunities and constraints. Items such Skatepark Integration, Drainage, and Permitting Requirements will be discussed and solutions proposed for identified items.

3) Pre-Application Meeting: On the same day as the Kick Off Meeting, the Design Team and Client will meet with City permitting staff to discuss requirements for the Clearing and Grading Plans, Stormwater requirements, and any other standards and specifications that might be required for final permitting.

4) Community Meeting #1: The Design Team will engage community members and end users in a public input meeting on the skatepark design. The Design Team will facilitate this meeting and assist City Staff in promoting all community meetings to the public. If desired, the Design Team Team can create and manage a project Facebook page to promote the skatepark project and post concepts allowing community members access to project information online and submit comments. This initial public meeting will introduce Grindline to community, explain the design/public input process, and share how the community drives the project development. This meeting is open forum for stakeholders to drive the development of the design concept. Community members will be given an opportunity to provide input via verbal, written or online participation. The Design Team will summarize community input/comments from the meeting and provide to City Staff to review.

5) Coordination Meeting #1: Via phone conference/online meeting, the Design Team and City Staff will discuss input from Kick Off and Community Meeting. This meeting will decide direction of the concept so Grindline Team can begin development of the Preliminary Conceptual Design.

Task 1 Deliverables & Final Products

- Existing Conditions Survey (if needed)
- Brief narrative listing the site constraints and opportunities and an inventory/analysis of planned skatepark area
- Finalized Program, Schedule, and Budget for remainder of Design process
- Summary of Public Input Report from 1st Community Meeting.

Task 2. Conceptual Design

1) Preliminary Concept: the Design Team will develop a Preliminary Concept based on information from Project Startup Report and submit to City Staff for comment. Square Footage cost estimates will be presented for comment.

2) Community Meeting #2: In a meeting similar to the first Community Meeting, the Design Team will return to Black Diamond to present the Preliminary Concept and collect feedback. Concept will be presented through a combination of photos, Power Point slides, large presentation boards, and interactive 3-D models. This allows us to “walk or skate around the design” as well as pull dimensions upon request from the audience.

3) Design Review Meeting: Via phone conference/online meeting, the Design Team and City Staff will discuss comments from Community Meeting #2 and finalize direction for creating the Final Concept. Incorporation of all desired improvements and amenities will be determined for the Final Concept.

4) Final Concept: Based on community feedback on the Preliminary Concept and City Staff comments, the Design Team will create a Final Concept and submit to City Staff for review. The Final Concept will include project components such as skate features, shade or auxiliary structures, site furnishings, planting design and details of key features.

5) Pre-Application Meeting #2: The Design Team and City Staff will present Final Concept to City of Black Diamond to review and finalize permit requirements for the project.

Task 2 Deliverables & Final Products

- Preliminary and Final Conceptual Designs showing the site plan and program elements to scale. Submittal includes plan and 3d perspective views.
- Design of proposed drainage improvements/water quality features.
- Initial Site Layout Plan and Grading Plan, for areas noted in scope of work.

Task 3. Construction Documents

1) Final Design and Construction Drawings: Design Team will deliver 50% and 100% sets of plans, specification and cost estimates (PS&E). All review comments should include information and changes relevant to local and state building codes for submittal to the Building Inspection Division for any necessary permits. All plans will be submitted in digital PDF format and the final set shall include one (1) reproducible hard copy and one electronic copy of the complete PS&E package, stamped, signed and ready for bid advertisement.

2) Professional Reviews: Mackay & Sposito will be the Engineer-of-Record for the “Basic Services” as Negotiated with the City and Grindline Skateparks, Inc. will be the designer of record for skatepark components.

3) Design Review Meetings: Prior to each submittal, the Design Team and City Staff will meet via phone conference/online meeting for a “page turn” review intended to discuss documents submission and address any questions, concerns or necessary revisions.

Task 3 Deliverables & Final Products

- Construction document submittals at 50%, 90%, and 100% level in PDF and AutoCAD format consisting of:
  - Skatepark Site Plan & Details
  - Skatepark Materials Plan
  - Skatepark Vertical Controls
  - Skatepark Horizontal Controls
  - Skatepark Jointing Plan
  - Skatepark Sections Skatepark and Site Details
  - Site Grading Plans
  - Erosion Control Plan
  - Drainage Plan
  - Drainage Report and Calculations
  - Demolition Plan
  - Utility Plans
  - Final cost estimate and quantity of materials estimate for skatepark
  - SEPA Checklist

Task 4. Bid Assistance / Construction Administration

1) Bid Assistance: The Design Team will provide pre-qualification language that the City can insert into the bid documents to ensure that only capable firms with a successful track record of building skateparks similar to the scope and scale of this one can bid on the project. The Design Team can attend the pre-bid meeting and is available to respond to any RFI’s during bidding. Preparation of any addendum shall be completed by the Design Team and reviewed/approved by the City if required.

2) Construction Administration: The Design Team will conduct site visits/field inspections during construction. Each field visit/inspection would be followed up with a field report and digital photos noting any items needing correction, as well as general comments based on the field visit. An onsite inspection would be given upon substantial completion and the Design team would produce a report listing all punchlist items to be completed prior to acceptance of the project.

- Provide pre-qualification language for bid package
- Attend pre-construction meeting.
- Review and approve all required shop drawings and submittals.
- Field report for each site visit
- Punchlist report
- Review all payment requests for the project to ensure project completeness.
- Review and assist any change orders that may come up in the project.
- Prepare and deliver as-built plans of the project at the conclusion of the construction.
- Provide a copy of all records to the Client

Optional Services

Existing conditions survey - Provide field and office work to develop a site survey as required by the Site Development Permit requirements that will also be used for design purposes.
Products to include:

- Survey plan 1'=20'-0" at 1' contour intervals
- Review title report to document easements.

Assumptions/Exclusions

- This proposal assumes landscape architectural design (planting and irrigation) will be minimal for the site due to the size of the skate park and available land to develop on. Our services include the repair of the existing conditions that will be impacted due to grading along with minor site improvements based on the remaining available landscape areas and ensuring existing trees are preserved. A tree health assessment and/or a tree preservation plan is not included in our scope of work.
- No structural review or stamping of construction documents is included in this scope but can be added for an additional fee.
- This proposal excludes design of any amenities such as fencing, lighting, shade structures, etc.
- Grindline will provide PS&E and prequal language to be incorporated into the bid package. Assembling of bid package by City.
- This proposal assumes 3 trips to Black Diamond during tasks 1-3 and 4 Construction Oversight trips during task 4. Any additional trips would be billed at the hourly rates below.
- Any work not included in this scope would be billed at Grindline's hourly rates below:

Principal	$155.00 / hr	Design Associate	$85.00 / hr
Lead Design	$125.00 / hr	Office Administration	$55.00 / hr

Federal Way Office

33810 Weyerhaeuser Way South, Suite 130 Federal Way, WA 98001
253.205.8700 www.mackaysposito.com

Scope of Work

(Exhibit "A")
Black Diamond Skatepark – Black Diamond, Washington
Professional Services

1.0 CIVIL ENGINEERING SERVICES

1.1 PROJECT START UP

1.1.1 Attend a kick off meeting with the City of Black Diamond (City) and Grindline Skateparks Inc. (Grindeline) to review the scope, budget and schedule. We will also use this time to gather information needed for the Clearing and Grading Plans and associated documents, and roles of the team. During this meeting, we will also gather any engineering requirements, standards and specifications that might be required for final permitting.

1.1.2 Attend a site visit (same day) to review the existing site conditions.

1.1.3 Review existing site information, surveys, as-built documents, and/or reports provided by the City.

1.1.4 Collaborate on the conceptual skate park designs as it relates to the civil engineering requirements. Provide feedback on the integration of the skatepark design into the existing parkland and storm water requirements, including connection to the existing storm sewer system (as applicable).
Products to include:

- Conceptual Stormwater Plan

1.2 DESIGN DEVELOPMENT (50% CONTRACT DOCUMENTS)

1.2.1 Based on the input received from schematic design, MacKay Sposito will begin development of the 50% Construction Drawings.
Products to include:

- Demo Plan
- Erosion Control Plans
- Site Grading Plan
- Stormwater Drainage Plans
- Draft Drainage Report and Preliminary Calculations
- Constructability review of the skate park grading, materials, horizontal and vertical control, jointing plans and details.

1.2.2 Attend a project coordination meeting with Grindline to receive review comments from the City.

1.3 FINAL DESIGN (100% CONTRACT DOCUMENTS)

1.3.1 Based on review comments from design development, MacKay Sposito will prepare the 100% Construction Drawings.
Permit Ready Documentation to Include:
- Civil Cover Sheet
- Clearing and Demolition Plan
- Erosion Control Plans and Details
- Site Grading Plan
- Stormwater Drainage and Utility Plan
- Drainage and Utility Details

1.3.2 Prepare stormwater Drainage Report and Construction Stormwater Pollution Prevention Plan documents for agencies review and approval.

1.3.3 Prepare specifications sections for civil related work.

1.3.4 Prepare an Engineer's Cost Estimate, which may be formatted to serve as a bid schedule within the project manual.

1.4 PERMITTING

1.4.1 Prepare for and attend Pre-Application meeting with the client to understand and negotiate the permit process and submittal requirements.

1.4.2 Prepare the SEPA checklist per the City and Ecology standards.

1.4.3 Respond to comments as needed during the permitting process and revise the final permit documents as needed.

1.4.4 Assist in preparing the notice of intent (NOI) prior to construction.

2.0 BIDDING SUPPORT SERVICES

2.1 BID SUPPORT

2.1.1 Attend a pre-bid meeting. Assist in preparing formal responses to questions that arise during the meeting.

2.1.2 Assist in developing an addendum to the bid documents, as necessary.

3.0 CONTRUCTION SUPPORT SERVICES

3.1 CONSTRUCTION SUPPORT

3.1.1 Attend a pre-construction meeting.

3.1.2 Answer questions during construction, review and respond to change orders and RFI's, and review products submittals. Includes time to develop memoranda or provide drawing clarifications, as needed.

3.1.3 Perform site visits during site work, upon request. We have assumed up to three site visits during construction.

3.1.4 Attend substantial completion punch list, prior to the City final review.

Products to include:
- Memorandum of punch list items

3.2 RECORD DRAWINGS/FINAL ACCEPTANCE

3.2.1 Review contractor provided redlines, as-built documents, and other closeout documents.

3.2.2 Prepare final record drawings and submit for approval, if required.

3.2.3 Provide CAD files to the City, if requested.

4.0 ADD ALTERNATE 1 - SURVEYING

4.1 TOPOGRAPHIC SURVEY

4.1.1 Provide field and office work to develop a site survey as required by the Site Development Permit requirements that will also be used for design purposes.
Products to include:
- Survey plan 1'=20'-0" at 1' contour intervals
- Review title report to document easements.

Regulatory Assumptions

- The local agencies governing this project are the City of Black Diamond (City) and Washington Department of Ecology.
- The site is located on property owned by the Enumclaw School District, but is managed by the City Parks (Planning) Dept. and maintained by Public Works.
- The City has adopted the 2012 Edition of the Department of Ecology's Stormwater Management Manual for Western Washington ("SWMMWW"), as amended in December 2014.
- Per the 1990 King County sensitive area ordinance (1990 SAO), the site is located within a coal mine hazard area. However, this proposal does not include critical area mitigation, if required.
- A pre-application meeting will be held with the City to determine specific submittal requirements and procedures; we have included time to attend this meeting in our scope of work.
- The permit applicant will be the City. The City will schedule and submit all permit packages. MacKay Sposito will provide permit information related to our scope to the City (via Grindline).
- MacKay Sposito will prepare a SEPA checklist. The City will assist in developing the checklist, where historical and or regional data is required.
- MacKay Sposito will submit drawings to Grindline for all permit and building review applications to the agencies as needed for the approval.
- All public notices will be provided by the City.
- We assume that no appeals or requests for variances to the codes and regulations are necessary. They are not included in this scope of work.
- MacKay Sposito shall not be responsible for changes to the documents required by the jurisdiction based upon rules, regulations, codes or requirements of the jurisdiction that are not written regulations or correspondence from the jurisdiction. Changes required due to unwritten rules, regulations, codes or requirements by the jurisdiction shall be considered additional services that are not part of this contract.

Survey Assumptions

- The City will provide as-built information on adjacent existing utilities, including storm lines.

- Construction staking and as-built surveying for final acceptance are not included in this scope, but may be provided under separate contract.
- Add Alternate 1 – Surveying will be accepted in the event that the City does not have a survey for the skatepark area. In the event that a new survey is needed, the follow assumptions will apply:
  - Grindline will identify the survey boundary.
  - The City will provide a Title Report. If a title report is not available, MacKay Sposito may procure one as a reimbursable expense.
  - Horizontal datum will be NAD 83/2010 Washington State Plane, North Zone. Vertical Datum will be NAVD88.
  - If present, existing trees that are 2” caliper or larger will be included in the survey information.
  - The survey will indicate all watercourses, streams, ditches, channels, bridges, culverts, catch basins and show flow of direction.
  - They survey will indicate all property lines within the survey area, including dimensions, distances, bearing, and corner markings, parcel numbers, and lot number.
  - Survey will show all on site easements and their purposes, dedicated areas, and open space.
  - Survey will indicate the width, materials, classifications (as appropriate), and location of all on-site trails, sidewalks and walkways. Show their connections to adjacent and off-site improvements.
  - Survey will indicate location of utility vaults hydrants, electrical equipment pads, power poles, exposed HVAC equipment, refuse/recycling enclosures, etc. and routes of all utilities, including domestic water, sewer, and storm.
  - Survey will indicate the height and materials of all retaining structures, rockeries and fences.
  - Survey will indicate all exterior freestanding light fixtures (including parking lot lights).

Design Assumptions

- Our proposal is based on correspondences with Grindline, the City, and our understanding of the existing skatepark site area.
- All materials boards and color perspective drawings and elevations, if needed, will be provided by Grindline.
- Public meeting attendance is not included as part of this scope of work.
- The project will be phased, and will include area for a future pump track. However, only one set of permitting and construction documents will be prepared as part of this scope.
- The City will provide a geotechnical report for the site. The report will address the coal mine hazard overlay and any design constraints. The report will also provide infiltration rates of the adjacent soils.
- MacKay Sposito will provide site grading, erosion control, and stormwater design, including development of the required Drainage Report and Construction Stormwater Pollution Prevention Plan.
- A MacKay Sposito engineer will be the engineer of record for the project; stamping and sealing the construction documents (not including structural drawings).
- Grindline has retained a Structural Engineer for stamping and signing the final construction drawings as related to structural work, and for constructability review based on the City’s requirements for permit approval.
- The design will include domestic water service and drain line to serve a drinking fountain, as an additive alternate to the main construction contract.
- The design will include a concrete pad to accommodate portable toilets.
- The design of gas, electrical, and other dry utilities is not included in our scope of work.
- A traffic study and/or parking analysis is not included as part of our scope.
- Landscape architectural design (planting and irrigation) will not be required.
- A tree health assessment and/or a tree preservation plan is not included in our scope of work.
- It is anticipated that a project manual featuring CSI standard specifications will be developed as part of the bid package. The City will provide Division 00 and 01 specifications; MacKay Sposito will only provide the divisions required for the site work.

FEDERAL WAY WASHINGTON
2021 HOURLY RATE SCHEDULE

	Regular		Regular
Senior Principal	$286.00	Project Manager – Survey	$178.00
Principal	$242.00	Land Surveyor IV	$178.00
Engineering Manager	$204.00	Land Surveyor III	$163.00
Project Engineer	$174.00	Land Surveyor II	$140.00
Engineer IV	$163.00	Land Surveyor I	$121.00
Engineer III	$153.00	Survey Technician IV	$114.00
Engineer II	$126.00	Survey Technician III	$107.00
Engineer I	$115.00	Survey Technician II	$104.00
Project Manager – Design	$190.00	Survey Technician I	$98.00
Project Controls Manager	$211.00	Survey Party Chief	$138.00
Contract Administrator	$152.00	Survey Instrument Person	$92.00
Project Coordinator II	$115.00	GIS Mapping Specialist	$105.00
Project Coordinator I	$106.00	GIS Mapping Specialist II	$126.00
Design Technician IV	$147.00	Senior Construction Manager	$204.00
Design Technician III	$138.00	Construction Manager	$167.00
Design Technician II	$115.00	Construction Inspector V	$175.00
Design Technician I	$106.00	Construction Inspector IV	$150.00
Landscape Manager	$186.00	Construction Inspector III	$129.00
Project Manager – Landscape	$155.00	Construction Inspector II	$115.00
Landscape Architect II	$132.00	Construction Inspector I	$105.00
Landscape Architect I	$107.00	Public Involvement Associate/Mgr.	$133.00
Landscape Designer II	$101.00	Public Involvement Coordinator	$95.00
Landscape Designer I	$94.00	Creative Designer	$87.00
Planning Director	$226.00	Environmental Manager II	$164.00
Planning Manager	$214.00	Environmental Manager I	$147.00
Senior Planner	$180.00	Environmental Specialist III	$142.00
Planner	$155.00	Environmental Specialist II	$109.00
Planning Technician	$114.00	Environmental Specialist I	$95.00
Accounting Manager	$166.00	Natural Resource Specialist IV	$131.00
Project Accountant	$110.00	Natural Resource Specialist III	$120.00
Administrative Manager	$119.00	Natural Resource Specialist II	$106.00
Administrative Assistant	$89.00	Natural Resource Specialist I	$95.00
Clerical	$77.00	UAV Pilot	$132.00
Survey Manager	$180.00		

The above rates cover salaries, overhead and profit. All other materials and expenses will be billed on an actual cost plus 10% basis. Overtime rates will be 1.5 times unless otherwise negotiated. These rates will be adjusted annually or as necessary to reflect market conditions. Sub-Consultants costs will be on actual cost plus 10% to compensate MacKay Sposito for Business Occupation Tax and administrative costs.

Per diem rates for travel within the continental United States will be billed in accordance with the rates published by the Office of Governmentwide Policy, General Services Administration (GSA) for the applicable fiscal year. Mileage will be billed in accordance with standard mileage rates published by the Internal Revenue Service.

Engineering categories are in accordance with ASCE Classifications. Rates detailed above do not apply to Federal or State contracts with specific Wage Determinations or mandated prevailing wage/fringe benefits minimum.

GRINDLINE SKATEPARKS

City of Black Diamond, WA

Design Services for Black Diamond Skatepark

Services:

TASK 1-3 DESIGN					
Project Start Up (Kick Off Meeting, Site visit, Community Meeting #1)					$6,080.00
Principal	8	hrs	$155.00	$1,240.00	
Lead Design	16	hrs	$125.00	$2,000.00	
Design Associate	4	hrs	$85.00	$340.00	
Subconsultant: MacKay Sposito	1	ls	$2,500.00	$2,500.00	
Conceptual Design (Design Development, Community Meeting #2)					$11,510.00
Principal	8	hrs	$155.00	$1,240.00	
Lead Design	32	hrs	$125.00	$4,000.00	
Design Associate	12	hrs	$85.00	$1,020.00	
Subconsultant: MacKay Sposito	1	ls	$5,250.00	$5,250.00	
Construction Documents (50%, 95%, 100%, Bid Documents & Specifications)					$31,635.00
Principal	12	hrs	$155.00	$1,860.00	
Lead Design	20	hrs	$125.00	$2,500.00	
Design Associate	60	hrs	$85.00	$5,100.00	
Subconsultant: MacKay Sposito	1	ls	$22,175.00	$22,175.00	
Misc. (Travel, Printing, Postage)	1	allow	$300.00	$300.00	$300.00
TASK 4 BID ASSISTANCE / CONSTRUCTION OVERSIGHT					$9,855.00
Principal	5	hrs	$155.00	$775.00	
Lead Design	8	hrs	$125.00	$1,000.00	
Project Manager/CM	16	hrs	$85.00	$1,360.00	
Subconsultant: MacKay Sposito	1	ls	$6,720.00	$6,720.00	
Misc. (Travel, Printing, Postage)	1	allow	$500.00	$500.00	$500.00
			Total		$59,880.00

Optional - Exisitng Conditions Survey $ 6,016.50

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT:	**Agenda Date: August 5, 2021**	**AB21-047**
Ordinance regarding Senior Housing Code Amendments	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	X
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact: None	Police – Chief Kiblinger	
Fund Source:	Public Works – Seth Boettcher	
Timeline:	Court – Stephanie Metcalf	

Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator

Attachments: Ordinance and Planning Commission Material

SUMMARY STATEMENT:

Currently, the BDMC limits "senior housing" to an age restriction of sixty-five years or older and further limits the type of such dwellings to multifamily or attached single family units. Staff is recommending amending the code to change the age restriction to fifty-five years or older and to add cottage housing as an allowed dwelling type. This change would give senior housing developments within the City more options for how they choose to age-restrict their communities. It would also align with U.S. Department of Housing and Urban Development's most common practices for age-restricted housing and with nearby jurisdictions. New senior housing cottages would still need to be developed in accordance with the City's current cottage housing regulations found in BDMC Chapter 18.88 to be permitted.

FISCAL NOTE (Finance Department): N/A

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The Black Diamond Planning Commission reviewed the proposed changes and held a public hearing on July 13, 2021.

RECOMMENDED ACTION: **MOTION to approve Ordinance No. 21-1163, amending section 18.100.655 of the Black Diamond Municipal Code relating to senior housing.**

RECORD OF COUNCIL ACTION

Meeting Date	*Action*	*Vote*
August 5, 2021		

ORDINANCE NO. 21-1163

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AMENDING SECTION 18.100.655 OF THE BLACK DIAMOND MUNICIPAL CODE RELATING TO SENIOR HOUSING; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Black Diamond Municipal Code (BDMC) 18.100.655 defines “senior housing” as multifamily or single-family attached dwelling units, where at least one resident must be age sixty-five or older; and

WHEREAS, the City desires to revise its “senior housing” definition to align with U.S. Department of Housing and Urban Development (“HUD”) common practices and neighboring jurisdictions, and further desires to expand the allowable dwelling types for “senior housing” to include “cottage housing,” as defined in BDMC 18.100.235; and

WHEREAS, in accordance with the requirement set forth in RCW 36.70A.106, the City provided the Washington State Department of Commerce notice of the City’s intent to adopt the proposed ordinance for its expedited review and comment period; and

WHEREAS, the City’s Planning Commission held a public hearing on the proposed amendments on July 13, 2021, and proposed a recommendation which was forwarded to the City Council to adopt the proposed BDMC amendments; and

WHEREAS, the City Council has determined that the proposed amendments to BDMC 18.100.655 are in accord with the Comprehensive Plan, will not adversely affect the public health, safety, or general welfare, and are in the best interest of the citizens of the City;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. BDMC Section 18.100.655, Amended Black Diamond Municipal Code 18.100.655 is hereby amended as follows:

18.100.655 Senior housing.

Multifamily housing, cottage housing, or attached single family housing for seniors that is age-restricted to occupancy or ownership by residents of which at least one in each dwelling unit is ~~sixty-five~~ fifty-five years or older and that does not provide on-site life-care services and staffing for living support and health care.

***

Section 3. Severability. If any section, paragraph, sentence, clause, or phrase of this Ordinance, or its application to any person or circumstance, is declared unconstitutional or otherwise invalid for any reason, or if any portion of this Ordinance is pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 4. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND AT A REGULAR MEETING THEREOF ON THE 5TH DAY OF AUGUST, 2021.

CITY OF BLACK DIAMOND

____

Carol Benson, Mayor

Attest:

____

Brenda L. Martinez, City Clerk

Approved as to form:

____

David Linehan, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No. 21-
Date of Publication:
Effective Date:

CITY OF BLACK DIAMOND

Physical Address: 24301 Roberts Drive
Mailing Address: PO Box 599
Black Diamond, WA 98010

Phone: (360) 851-4500
Fax: (360) 851-4501
www.ci.blackdiamond.wa.us

Meeting Date: June 8, 2021

To: Planning Commissioners

Staff Contact: Mona Davis, AICP – Community Development Director

Subject: Senior Housing Code Amendments

Findings of Fact

Age-limit

The definition of senior housing is found in Black Diamond Municipal Code section 18.100.655. Within this definition senior housing is limited to an age-restriction of sixty-five years or older. Staff is recommending amending the code to change the age-restriction to fifty-five years or older. This allows senior housing within the City more options for how they choose to age-restrict their communities.

The U.S. Department of Housing and Urban Development (HUD) Fair Housing Act includes three types of housing “exemptions” where communities can lawfully refuse to sell or rent dwellings to families with minor children due to certain restrictions. The Housing for Older Persons exemptions apply to the following housing:

1. Provided under any state or federal program that the Secretary of HUD has determined to be specifically designed and operated to assist elderly persons (as defined in the state or federal program);
2. Intended for, and solely occupied by persons 62 years of age or older; or
3. Intended and operated for occupancy by persons 55 years of age or older.

HUD specifically states that the 55 or older exemption is the most common of the three.

There are numerous senior housing developers and property management companies that run senior housing developments with an age-restriction of fifty-five years or older. For instance, SHAG (Sustainable Housing for Ageless Generations), a large provider of senior housing in the Puget Sound region is frequently restricted for 55+.

Nearby cities including Orting, Enumclaw, Milton and Buckley either define a senior citizen, senior housing or the like as 55+. Some other communities limit senior housing to 62+, and some city’s regulations more generally state senior housing is “age restricted” with no specific age limit stated in the code.

Cottage Housing

In addition to the amendment to the age restriction on senior housing, staff is recommending that senior housing also be permitted as detached cottage housing (in addition to multi-family and attached single family). Cottage housing can provide a great option for senior housing as it has all the benefits of single-family homes, just in a smaller space, and often with community amenities. The senior housing cottages would still need to be developed in accordance with the City's current cottage housing regulations found in BDMC Chapter 18.88 to be permitted. This includes a zone restriction to the MDR8 zone, minimum and maximum project size, location restrictions, and development standards (density, height, coverage, open space, parking, etc.). By allowing senior housing in cottage developments it provides a detached housing option for these developments that is currently not allowed per the code, providing a more independent living option. Examples of this type of senior housing can be seen in Issaquah and Maple Valley.

Proposed Code Amendments

18.100.655 Senior housing.

Multifamily, cottage housing, or attached single family housing for seniors that is age-restricted to occupancy or ownership by residents of which at least one in each dwelling unit is ~~sixty-five~~ fifty-five years or older and that does not provide on-site life-care services and staffing for living support and health care.

Staff Recommendation

The purpose of tonight's meeting is to get Commissioner's input and feedback on the proposed amendments. Should the Commissions support these amendments, they will move forward to the next meeting's agenda for a public hearing and recommendation to City Council.

Staff recommends approval of the code amendments as proposed.

Process and Appeal

Code amendments are a Type 5, legislative decision made by the City Council. The process includes a public hearing before the planning commission, which will make a recommendation to the City Council. There is no administrative appeal of Type 5 decisions, but they may be appealed to the Washington State Growth Management Hearings Board.