



CITY OF BLACK DIAMOND

May 6, 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** – May 6, 2021 Check No. 49892 through 49898 (void 49836) in the amount of \$198,716.22
- 2) **Minutes** – Work Session of April 8, 2021, Council Meeting of April 15, 2021, Special Meeting of April 22, 2021, and Special Town Hall Meeting of April 22, 2021
- 3) **AB21-022** – Resolution Awarding 2021 City-Wide Overlays Project Mr. Hanis
- 4) **AB21-023** – Resolution Regarding Payment to Rainier Foothills Wellness Foundation Mayor Benson
- 5) **AB21-024** – Resolution Authorizing Purchase of Replacement Police Vehicle Chief Kiblinger
- 6) **AB21-025** – Resolution Approving Professional Services Agreement with Peninsula Financial Ms. Miller

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:

- 7) **AB21-026** – Resolution Amending Council Rules of Procedure to Include a Social Media Policy Mr. Linehan

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

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

ATTORNEY REPORT:

EXECUTIVE SESSION:

ADJOURNMENT:



CERTIFICATION

Date: May 06, 2021 Council Meeting

Check No.'s / EFT	Batch Name	Check / EFT Date	Amount
V49836	April Void Batch	04/27/21	\$ -240.00
49892 - 49897	Early 3rd April batch	04/22/21	\$ 43,367.37
49898 -	3rd April Batch	05/07/21	\$ 151,425.81
	1st May Batch	05/07/21	\$ 4,163.04
		TOTAL	\$ 198,716.22

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

April 28, 2021

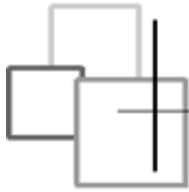
DATE

COUNCILMEMBERS:

CAROL BENSON, MAYOR

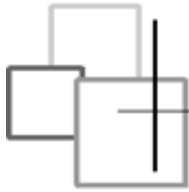
DATE

DATE:



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
U.S. Postal Service - Black Diamond PO Box Renewal				
	V49836	4/27/2021	2021 - April - April Void Batch	
	112020.2 ADJ			
	Void Ck 49836			
	001-000-180-518-50-42-00		Postage	(\$240.00)
			Paid via ck and Post Office deducted via EFT also	
	Total 112020.2 ADJ			(\$240.00)
	Total V49836			(\$240.00)
	Total U.S. Postal Service - Black Diamond PO Box Renewal			(\$240.00)
	Vendor Count	1	Grand Total	(\$240.00)



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
CHS/Cenex	49892	3/31/2021	2021 - April - Early 3rd April Batch	
	12424403312021 CH			
	Ch - March 2021 Feul			
	001-000-181-518-30-32-00		Fuel	\$75.88
	Facilities Clearing			
	001-000-215-521-10-32-00		Marine Fuel VRF	\$78.02
	PD - VRF Grant			
	001-000-240-558-51-32-00		Fuel	\$122.48
	CD - Inspections			
	001-000-246-558-70-32-00		Fuel	\$297.17
	MDRT- Pittam			
	001-000-246-558-70-32-00		Fuel	\$212.14
	MDRT - Bain			
	001-000-270-576-80-32-00		Fuel	\$29.76
	PARKS 4%			
	001-000-280-536-20-32-00		Fuel	\$14.88
	CEMETERY 2%			
	101-000-000-543-50-32-00		Fuel	\$163.70
	STREETS 22%			
	401-000-000-534-80-32-00		Fuel	\$178.58
	WATER 24%			
	407-000-000-535-80-32-00		Fuel	\$178.58
	SEWER 24%			
	410-000-000-531-10-32-00		Fuel	\$178.58
	STORM WATER 24%			
	Total 12424403312021 CH			\$1,529.77
	49892	3/31/2021	2021 - April - Early 3rd April Batch	
	128275 03312021 PD			
	PD - March 2021 Fuel			
	001-000-210-521-10-32-00		PD-Fuel	\$2,705.97

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		Police		
	Total 128275 03312021 PD			\$2,705.97
	Total 49892			\$4,235.74
Total CHS/Cenex				\$4,235.74
First Net				
	49893	4/13/2021	2021 - April - Early 3rd April Batch	
	287294109909X4132021			
	March 2021 Cell Service			
	001-000-145-518-80-42-00		Tele Communications	\$50.92
	IT			
	001-000-145-518-80-42-01		Telephone, DSL, Web, and Radios	\$883.66
	Data Plans			
	001-000-193-525-60-49-03		EM Mgmt FD COVID Tele com. sup & EQ.	\$472.06
	Telecommuters - Covid			
	001-000-214-521-20-42-00		Police Tele/web/DSL/Air Cards	\$611.04
	Police			
	001-000-240-558-51-42-00		Telephone	\$152.76
	Com Dev			
	001-000-246-558-70-42-01		Telephones	\$192.80
	MDRT			
	001-000-254-518-20-42-00		Facilities-Telephones	\$50.92
	City Clerk			
	001-000-270-576-80-42-00		Telephone/DSL/Radios	\$17.46
	4% Parks			
	001-000-280-536-20-42-00		Telephone, DSL & Radios	\$8.73
	2% Cemetery			
	101-000-000-542-30-42-01		Telephone/DSL/Radios	\$96.03
	22% Streets			
	401-000-000-534-80-42-00		Telephone/DSL/Radios	\$104.76
	24% Water			
	407-000-000-535-80-42-00		Telephone/DSL/Radios	\$104.76
	24% Sewer			
	410-000-000-531-10-42-00		Telephone/DSL/Radios	\$104.78

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		24% Drainage		
	Total 287294109909X4132021			\$2,850.68
	Total 49893			\$2,850.68
Total First Net				\$2,850.68
Puget Sound Energy				
	49894	4/2/2021	2021 - April - Early 3rd April Batch	
	04022021 PSE			
	March 2021 Service			
	001-000-212-521-50-47-00		Electric/gas	\$642.39
	200009377470: PD/CT Elec			
	001-000-212-521-50-47-00		Electric/gas	\$25.31
	220013379882: Police Storage			
	001-000-248-518-20-47-00		MDRT Electricity	\$980.52
	220013379841: MDRT Mod Bldgs Elec			
	001-000-254-518-20-47-00		Facilities-Utilities	\$137.06
	200008062016: City Hall Elec			
	001-000-254-518-20-47-00		Facilities-Utilities	\$138.60
	200008061844: City Hall Elec			
	001-000-254-518-20-47-00		Facilities-Utilities	\$1,470.77
	220013379841: CD/PW Mod Bldgs Elec			
	001-000-270-575-30-47-00		Museum Electric/Gas	\$415.60
	220013378793: Museum			
	001-000-270-575-51-47-00		Gym- Electricity and Gas	\$364.45
	220013379652: Gym			
	001-000-270-576-80-47-00		Electric/Gas	\$12.73
	220013379221: Lake Sawyer Boat Launch			
	001-000-270-576-80-47-00		Electric/Gas	\$4.92
	220013379635: PW Shop-Parks 4%			
	001-000-280-536-20-47-00		Electric/Gas	\$2.46
	220013379635: PW Shop-Cemetery 2%			
	101-000-000-542-63-47-01		Street Lighting	\$82.72
	220013379817: Ped Lighting Roberts			
	101-000-000-542-63-47-01		Street Lighting	\$46.84
	220013379197: Cov Sawyer & 216th			
	101-000-000-542-63-47-01		Street Lighting	\$2,062.00
	220013397355: PSE Streetlights			

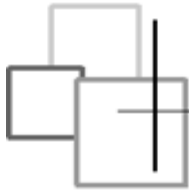
Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
		101-000-000-542-63-47-01	Street Lighting	\$9.12
		220024466751: 24619 Morgan St		
		101-000-000-542-63-47-01	Street Lighting	\$75.51
		220024468559: Roberts Dr & Bruckners Way		
		101-000-000-542-63-47-01	Street Lighting	\$164.90
		220014704229: Intersection Light 219th & SE 296th St		
		101-000-000-542-63-47-01	Street Lighting	\$14.70
		220013379601: Baker St Crosswalk		
		101-000-000-542-63-47-01	Street Lighting	\$11.63
		220013379247: 216th Signal & Street Lights		
		101-000-000-542-63-47-01	Street Lighting	\$12.42
		220019188881: Intersection Light 24430 Morgan St		
		101-000-000-543-50-47-00	Electric/Gas	\$27.07
		220013379635: PW Shop-Street 22%		
		401-000-000-534-80-47-00	Electric/Gas	\$8,124.73
		220013378835: Booster Station		
		401-000-000-534-80-47-00	Electric/Gas	\$29.54
		220013379635: PW Shop-Water 24%		
		401-000-000-534-80-47-00	Electric/Gas	\$37.27
		220013378850: .5 Mil Gal Resv		
		401-000-000-534-80-47-00	Electric/Gas	\$414.43
		220013378868: 4.3 Mil Gal Resv		
		407-000-000-535-80-47-00	Electric/Gas	\$94.33
		220013378819: Morganville Lift Station		
		407-000-000-535-80-47-00	Electric/Gas	\$29.53
		220013379635: PW Shop-Sewer 24%		
		407-000-000-535-80-47-00	Electric/Gas	\$34.41
		220013379643: Diamond Glen Sewer		
		407-000-000-535-80-47-00	Electric/Gas	\$13.50
		220013379619: Sewer Pump		
		410-000-000-531-10-47-00	Electric/Gas	\$29.53
		220013379635: PW Shop-Drainage 24%		
	Total 04022021 PSE			\$15,508.99
	Total 49894			\$15,508.99
Total Puget Sound Energy				\$15,508.99

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Republic Services #176				
49895	0176-006363741	3/31/2021	2021 - April - Early 3rd April Batch	
	March 2021 Service			
	001-000-212-521-50-47-04		Waste Disposal	\$185.96
	Police & Court			
	001-000-248-518-20-47-03		MDRT-Waste Disposal Costs	\$123.97
	MDRT			
	Total 0176-006363741			\$309.93
49895	0176-006364151	3/31/2021	2021 - April - Early 3rd April Batch	
	March 2021 Service			
	001-000-212-521-50-47-04		Waste Disposal	\$309.93
	Police & Court			
	Total 0176-006364151			\$309.93
49895	0176-066331735	3/31/2021	2021 - April - Early 3rd April Batch	
	March 2021 Service			
	001-000-270-576-80-47-04		Garbage & Waste Disposal	\$78.81
	PW-Parks			
	001-000-280-536-20-47-04		Waste Disposal	\$6.30
	PW-Cemetery			
	101-000-000-543-50-47-04		Waste Disposal	\$50.44
	PW-Street			
	401-000-000-534-80-47-04		Waste Disposal	\$59.90
	PW-Water			
	407-000-000-535-80-47-04		Waste Disposal	\$59.90
	PW-Sewer			
	410-000-000-531-10-47-04		Waste Disposal	\$59.90
	PW-Drainage			
	Total 0176-066331735			\$315.25
Total 49895				\$935.11
Total Republic Services #176				\$935.11

Tacoma Public Utilities

49896	03312021 TPUD	3/31/2021	2021 - April - Early 3rd April Batch	
	March 2021 Service			
	401-000-000-534-80-41-05		Tacoma Wholesale base Charge	\$12,215.70

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		401-000-000-534-80-47-05	Tacoma Util- Water Purchase	\$2,203.55
	Total 03312021 TPUD			\$14,419.25
	Total 49896			\$14,419.25
Total Tacoma Public Utilities				\$14,419.25
Williams Scotsman, Inc.				
	49897	4/1/2021	2021 - April - Early 3rd April Batch	
	8640392			
		April 2021 Rent		
		001-000-254-518-20-45-01	Facilities-Bldg Rental/Modspace	\$3,457.74
		CD Modular Rental		
	Total 8640392			\$3,457.74
	49897	4/1/2021	2021 - April - Early 3rd April Batch	
	8640393			
		April 2021 Rent		
		001-000-248-518-20-45-01	MDRT-Bldg Rental-Modspace	\$1,959.86
		MDRT Modular Rental		
	Total 8640393			\$1,959.86
	Total 49897			\$5,417.60
Total Williams Scotsman, Inc.				\$5,417.60
	Vendor Count	6	Grand Total	\$43,367.37



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
2 Watch Monitoring, Inc.				
	49898	4/1/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	42111			
		March 2021 Service		
		001-000-211-523-60-49-01	Electronic Home Monitor Costs	\$387.50
	Total 42111			\$387.50
	Total 49898			\$387.50
Total 2 Watch Monitoring, Inc.				\$387.50
Amazon Capital Services, Inc.				
	49899	4/19/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	1D6K-V944-3WMN			
		EM - IT Supplies		
		001-000-193-594-25-64-00	EM Mgmt FED COVID It SERVER	\$105.66
		Fiber Optic Cable		
	Total 1D6K-V944-3WMN			\$105.66
	49899	4/21/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	1QPC-NF1C-H3KW			
		EM - Supplies		
		001-000-193-525-60-49-03	EM Mgmt FD COVID Tele com. sup & EQ.	\$208.22
		Toner		
	Total 1QPC-NF1C-H3KW			\$208.22
	Total 49899			\$313.88
Total Amazon Capital Services, Inc.				\$313.88
Art Gamblin Motors				
	49900	3/16/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	300137			
		March 2021 Service		
		001-000-210-521-10-48-01	PD-Vehicle/Eq. Mtc. & Repair	\$1,496.08

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			Brakes and Transmission Service 2012 Tahoe	
	Total 300137			\$1,496.08
	Total 49900			\$1,496.08
Total Art Gamblin Motors				\$1,496.08
Bill's Locksmith Service Inc.				
	49901	4/14/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	122410			
		PD - VRF Supplies		
		001-000-215-521-10-31-00	Marine Operating Supplies VRF	\$70.77
		Duplicate Boat Keys		
	Total 122410			\$70.77
	Total 49901			\$70.77
Total Bill's Locksmith Service Inc.				\$70.77
Black Diamond Auto Parts				
	49902	3/12/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	453165			
		PD - Supplies		
		001-000-210-521-10-48-01	PD-Vehicle/Eq. Mtc. & Repair	\$26.61
		Veh Cleaning Supplies		
	Total 453165			\$26.61
	49902	3/30/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	453532			
		PW - Supplies		
		101-000-000-544-90-48-02	PW Clearing- Shared Veh/Equip Maint	\$13.04
		Hose		
	Total 453532			\$13.04
	Total 49902			\$39.65
Total Black Diamond Auto Parts				\$39.65

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Black Diamond Royal Towing				
	49903	3/26/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	30022 BDRT			
		March 2021 Service		
		001-000-210-521-10-49-06	PD-Towing Services	\$125.00
	Total 30022 BDRT			\$125.00
	Total 49903			\$125.00
	Total Black Diamond Royal Towing			\$125.00
Breland Commercial Tire, LLC				
	49904	4/20/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	D2233			
		PW - Veh / Eq Maint		
		101-000-000-544-90-48-02	PW Clearing- Shared Veh/Equip Maint	\$143.48
	Total D2233			\$143.48
	Total 49904			\$143.48
	Total Breland Commercial Tire, LLC			\$143.48
CenturyLink (WA)				
	49905	4/11/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	04112021 CL			
		March 2021 Service		
		401-000-000-534-80-42-00	Telephone/DSL/Radios	\$367.54
		360-886-7235 830B: Water Reservoir		
		407-000-000-535-80-42-00	Telephone/DSL/Radios	\$73.89
		360-886-8146 712B: Old Lawson Pump Station		
		407-000-000-535-80-42-00	Telephone/DSL/Radios	\$58.81
		360-886-0474 006B: Ridge Sewer Pump Station		
		407-000-000-535-80-42-00	Telephone/DSL/Radios	\$63.07
		360-886-2835 784B: Morganville Pump Station		
		407-000-000-535-80-42-00	Telephone/DSL/Radios	\$57.71
		360-886-0537 580B: Diamond Glen Sewer		
	Total 04112021 CL			\$621.02
	Total 49905			\$621.02
	Total CenturyLink (WA)			\$621.02

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
City of Enumclaw				
	49906	4/8/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	06070			
		1st Qtr 2021 Service		
		001-000-211-523-60-49-00	Jail Costs	\$6,360.00
		90 days (Guaranteed Bed)		
		001-000-211-523-60-49-02	Prisoner Lang/ Medical Costs	\$469.70
		Medical Billing		
	Total 06070			\$6,829.70
	Total 49906			\$6,829.70
	Total City of Enumclaw			\$6,829.70
City of Renton/EHD				
	49907	3/23/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	52883			
		February 2021 Service		
		001-000-211-523-60-49-01	Electronic Home Monitor Costs	\$784.00
	Total 52883			\$784.00
	Total 49907			\$784.00
	Total City of Renton/EHD			\$784.00
Comcast				
	49908	4/10/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	04102021 COM			
		March 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 04102021 COM			\$6.07
	Total 49908			\$6.07
	Total Comcast			\$6.07
Ferguson Waterworks #3011				
	49909	4/12/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	0976693			
		PW - Supplies		
		401-000-000-534-80-31-04	Water Meters	\$26,866.61
	Total 0976693			\$26,866.61
	Total 49909			\$26,866.61
	Total Ferguson Waterworks #3011			\$26,866.61

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Fugate Ford				
	49910	4/2/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	196007			
		PD - Veh Maintenance		
		001-000-210-521-10-48-01	PD-Vehicle/Eq. Mtc. & Repair	\$790.70
	Total 196007			\$790.70
	Total 49910			\$790.70
Total Fugate Ford				\$790.70
H.D. Fowler Company				
	49911	4/13/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	15746093			
		PW - Supplies		
		401-000-000-534-80-48-02	Water System Rep & Mtc-Ext/Int	\$1,124.28
		Water Sampling Station		
	Total 15746093			\$1,124.28
	Total 49911			\$1,124.28
Total H.D. Fowler Company				\$1,124.28
Home Depot Credit Service				
	49912	4/12/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	0616290			
		Gym - Supplies		
		001-000-270-575-51-48-00	Gym Facility Repair & Maintenance	\$183.07
		Painting Supplies		
	Total 0616290			\$183.07
	49912	4/21/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	1525965			
		EM - Supplies		
		001-000-193-525-60-31-02	EM Mgmt Fd COVID PPE & Safety Sup	\$60.79
		Batteries		
	Total 1525965			\$60.79
	49912	4/21/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	1525966			
		Gym - Supplies		
		001-000-270-575-51-48-00	Gym Facility Repair & Maintenance	\$48.83
		Drill Bit and Screws		
	Total 1525966			\$48.83

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
49912	3524423	4/9/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
		CD - Supplies		
		001-000-254-518-20-49-01	Facilities Bldg.Custodial & Maint.	\$32.60
	Total 3524423			\$32.60
49912	3524424	4/9/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
		CD - Supplies		
		001-000-254-518-20-49-01	Facilities Bldg.Custodial & Maint.	\$177.26
		CD Office Reno		
	Total 3524424			\$177.26
49912	5520734	3/8/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
		CD - Supplies		
		001-000-254-518-20-49-01	Facilities Bldg.Custodial & Maint.	\$84.48
	Total 5520734			\$84.48
49912	6013452	4/16/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
		EM - Supplies		
		001-000-193-525-60-31-02	EM Mgmt Fd COVID PPE & Safety Sup	\$122.36
		Masks, Gloves, Sanitizer		
	Total 6013452			\$122.36
49912	6611025	4/26/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
		Gym - Supplies		
		001-000-270-575-51-48-00	Gym Facility Repair & Maintenance	\$46.16
		Emergency Light		
	Total 6611025			\$46.16
49912	9013021	4/13/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
		CD - Supplies		
		001-000-254-518-20-49-01	Facilities Bldg.Custodial & Maint.	\$166.14
	Total 9013021			\$166.14

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	49912	4/13/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	9013037			
		CD - Supplies		
		001-000-254-518-20-49-01	Facilities Bldg.Custodial & Maint.	\$61.99
		CD Office Reno		
	Total 9013037			\$61.99
	49912	4/13/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	9013038			
		EM - Supplies		
		001-000-193-525-60-31-02	EM Mgmt Fd COVID PPE & Safety Sup	\$369.54
		Masks		
	Total 9013038			\$369.54
	Total 49912			\$1,353.22
	Total Home Depot Credit Service			\$1,353.22
Intercom Language Services, Inc.				
	49913	4/16/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	21-184			
		April 2021 Service		
		001-000-120-512-50-41-04	Court Interpreter	\$130.00
	Total 21-184			\$130.00
	Total 49913			\$130.00
	Total Intercom Language Services, Inc.			\$130.00
Johnsons Home & Garden				
	49914	4/11/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	454641			
		CD - Supplies		
		001-000-254-518-20-49-01	Facilities Bldg.Custodial & Maint.	\$43.37
		CD Office Reno		
	Total 454641			\$43.37
	49914	4/20/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	454882			
		PRKS - Supplies		
		001-000-270-576-80-48-02	Parks Maintenance Repairs	\$43.37
		BMX Bike Course Repairs		
	Total 454882			\$43.37

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	49914	4/21/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	454917			
		PW - Supplies		
		001-000-270-576-80-48-02	Parks Maintenance Repairs	\$105.61
		Screws and Washers		
	Total 454917			\$105.61
	49914	4/22/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	454955			
		Gym - Supplies		
		001-000-270-575-51-48-00	Gym Facility Repair & Maintenance	\$35.86
	Total 454955			\$35.86
	Total 49914			\$228.21
Total Johnsons Home & Garden				\$228.21
Kevin Esping				
	49915	4/11/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	04112021 KE			
		Employee Reimbursement		
		001-000-254-518-20-49-01	Facilities Bldg.Custodial & Maint.	\$200.00
		Desk for CD Office Reno		
	Total 04112021 KE			\$200.00
	Total 49915			\$200.00
Total Kevin Esping				\$200.00
King County Finance				
	49916	3/31/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	111466			
		March 2021 Service		
		101-000-000-542-64-48-01	Traffic Signal Maintenance	\$199.56
	Total 111466			\$199.56
	Total 49916			\$199.56
Total King County Finance				\$199.56
King County Finance - I-Net				
	49917	3/31/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	11010034			
		March 2021 Service		
		001-000-214-521-20-42-01	Police Comm KC I-Net	\$375.00
		PD INet		

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
		001-000-248-518-20-42-00 MDRT INet	MDRT Telephone costs	\$150.00
		001-000-254-518-20-42-00 CH/CD INet	Facilities-Telephones	\$225.00
	Total 11010034			\$750.00
	Total 49917			\$750.00
	Total King County Finance - I-Net			\$750.00
King County Radio Comm Services				
	49918	3/30/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	16927			
		March 2021 Service		
		001-000-214-521-20-41-03	K/C 800 Mhz Radio Costs	\$1,610.93
	Total 16927			\$1,610.93
	Total 49918			\$1,610.93
	Total King County Radio Comm Services			\$1,610.93
Language Line Services, Inc.				
	49919	3/31/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	4953778			
		March 2021 Service		
		001-000-211-523-60-49-02	Prisoner Lang/ Medical Costs	\$42.53
	Total 4953778			\$42.53
	Total 49919			\$42.53
	Total Language Line Services, Inc.			\$42.53
Law Office of Krista White Swain				
	49920	4/26/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	04262021 KWS			
		April 2021 Service		
		001-000-120-512-50-41-00	Court Judge	\$3,600.00
	Total 04262021 KWS			\$3,600.00
	Total 49920			\$3,600.00
	Total Law Office of Krista White Swain			\$3,600.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Les Schwab Tire Ctr - MV				
	49921	4/22/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	39800474240			
	CD - Veh Maint			
	001-000-240-558-51-48-02		Repair & Maintenance of Vehicles	\$7.60
	Tire Pressure Sensor			
	Total 39800474240			\$7.60
	Total 49921			\$7.60
	Total Les Schwab Tire Ctr - MV			\$7.60
Lexipol LLC				
	49922	4/1/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	INVLEX1386			
	2021 Annual Subscription			
	001-000-216-521-10-49-03		Lexipol	\$4,592.00
	Total INVLEX1386			\$4,592.00
	Total 49922			\$4,592.00
	Total Lexipol LLC			\$4,592.00
McCarthy & Causseaux, P.S.				
	49923	1/31/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	01312021 MC & C			
	Service through 01/31/2021			
	001-000-242-558-60-41-00		Prof Serv-Hearing Examiner	\$1,635.00
	Total 01312021 MC & C			\$1,635.00
	49923	2/28/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	02282021 MC & C			
	Service through 02/09/2021			
	001-000-242-558-60-41-00		Prof Serv-Hearing Examiner	\$140.00
	Total 02282021 MC & C			\$140.00
	49923	10/31/2020	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	10312020 MC & C ADJ			
	Correction for Over Payment of 10.2020 Invoice			
	001-000-242-558-60-41-00		Prof Serv-Hearing Examiner	(\$552.50)
	Total 10312020 MC & C ADJ			(\$552.50)
	Total 49923			\$1,222.50
	Total McCarthy & Causseaux, P.S.			\$1,222.50

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Mike Allen				
	49924	4/16/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	04212021			
		CD - Employee Reimbursement		
		001-000-240-558-50-41-75	Code Enforcement Misc Exp	\$17.39
		Alterations - Attach City Patches		
	Total 04212021			\$17.39
	Total 49924			\$17.39
	Total Mike Allen			\$17.39
Motorola Solutions, Inc.				
	49925	2/10/2020	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	42125			
		PD - Service 3/1/2020 - 2/28/2021		
		001-000-216-521-10-49-07	Spillman Records Maintenance	\$15,615.57
		Maintenance Agreement		
	Total 42125			\$15,615.57
	Total 49925			\$15,615.57
	Total Motorola Solutions, Inc.			\$15,615.57
Mountain View Fire & Rescue				
	49926	4/21/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	21-1059			
		Fire - Supplies		
		001-000-530-522-10-48-00	Repair & Mtc. of Bldg & Equip.	\$978.63
		Multi-Gas Monitor		
	Total 21-1059			\$978.63
	Total 49926			\$978.63
	Total Mountain View Fire & Rescue			\$978.63
National Construction Rentals				
	49927	4/7/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	6097151			
		Service from 4/08/2021 - 5/05/2021		
		001-000-270-576-80-48-02	Parks Maintenance Repairs	\$128.87
		Rental of fencing		
	Total 6097151			\$128.87
	Total 49927			\$128.87
	Total National Construction Rentals			\$128.87

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Office Products Nationwide				
49928	1137109-0	4/3/1931	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
		PD - Supplies		
		001-000-210-521-10-31-00	PD-Operating Supplies	\$100.71
		PD Office Supplies		
	Total 1137109-0			\$100.71
49928	1139120-0	4/19/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
		CH - Supplies		
		001-000-180-518-50-31-00	Office Supplies City Hall	\$316.71
		CH Office Supplies		
	Total 1139120-0			\$316.71
49928	1139121-0	4/27/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
		CD - Supplies		
		001-000-240-558-51-31-00	CD-Office Supplies only	\$28.07
		Binders, Index tabs		
	Total 1139121-0			\$28.07
49928	1139264-0	4/20/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
		Wtr - Supplies		
		401-000-000-534-80-31-02	Office Supplies	\$117.36
		Labels		
	Total 1139264-0			\$117.36
49928	1139618-0	4/23/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
		Crt - Supplies		
		001-000-120-512-50-31-00	Operating Supplies	\$94.70
		Crt Office Supplies		
	Total 1139618-0			\$94.70
49928	1139619-0	4/23/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
		PW-CD - Supplies		
		001-000-180-518-50-31-02	Office Supplies CD/ PW Bldg Clearing	\$69.44
		Paper		
	Total 1139619-0			\$69.44

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	49928	4/7/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	C1135246-0			
		PW- CD Returned Supplies		
		001-000-240-558-51-31-04	Clg-Office Supplies-CD/PW	(\$45.64)
		CD Office Supplies		
	Total C1135246-0			(\$45.64)
	Total 49928			\$681.35
	Total Office Products Nationwide			\$681.35
Pacifica Law Group, LLP				
	49929	4/13/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	67154			
		March 2021 Service		
		001-000-150-515-45-41-10	Legal Lawsuits/Other Charges	\$2,758.25
		RE: Koler		
	Total 67154			\$2,758.25
	Total 49929			\$2,758.25
	Total Pacifica Law Group, LLP			\$2,758.25
Parametrix, Inc.				
	49930	4/14/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	26053			
		March 2021 Service		
		410-000-010-531-10-41-00	KC Grant-Culvert Replacement	\$1,143.75
	Total 26053			\$1,143.75
	49930	4/16/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	26103			
		March 2021 Service		
		320-000-038-544-40-41-00	Tr Impact Fee Prof Svs	\$3,383.93
	Total 26103			\$3,383.93
	Total 49930			\$4,527.68
	Total Parametrix, Inc.			\$4,527.68

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Perteet Inc.				
	49931	4/15/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	20170202.0013-2			
		Srvice Through 04/04/2021		
		001-000-257-558-70-41-04	MDRT Environmental Consultant-Perteet	\$3,060.00
	Total 20170202.0013-2			\$3,060.00
	Total 49931			\$3,060.00
Total Perteet Inc.				\$3,060.00
Public Safety Testing, Inc				
	49932	4/12/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	2021-54			
		1st Qtr 2021 Service		
		001-000-210-521-10-41-00	PD-Professional Services	\$221.00
		Recruiting Assistance		
	Total 2021-54			\$221.00
	Total 49932			\$221.00
Total Public Safety Testing, Inc				\$221.00
Q&A Polygraph Services				
	49933	4/8/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	21-001			
		PD - April 2021 Service		
		001-000-213-521-10-41-00	Civil Service Testing	\$300.00
	Total 21-001			\$300.00
	Total 49933			\$300.00
Total Q&A Polygraph Services				\$300.00
Reano Construction & Logging Inc.				
	49934	4/2/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	2230			
		April 2021 Service		
		310-000-002-594-18-62-08	Skate Park Improvments	\$12,772.25
		Removal of Old Equipment		
	Total 2230			\$12,772.25

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	49934	4/22/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	2233			
		April 2021 Service		
		001-000-270-576-80-48-02	Parks Maintenance Repairs	\$652.20
		Lumber Bike Park Repair		
	Total 2233			\$652.20
	Total 49934			\$13,424.45
	Total Reano Construction & Logging Inc.			\$13,424.45
	RH2 Engineering Inc.			
	49935	4/14/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	81851			
		March 2021 Service		
		001-000-257-558-70-41-02	MDRT Civil Engineering	\$1,291.25
	Total 81851			\$1,291.25
	49935	4/14/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	81860			
		March 2021 Service		
		404-000-011-534-80-41-00	Water Comp Plan	\$647.29
	Total 81860			\$647.29
	49935	4/14/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	81864			
		March 2021 Service		
		402-000-003-594-34-63-06	Springs Water Project	\$14,402.93
	Total 81864			\$14,402.93
	49935	4/15/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	81922			
		March 2021 Service		
		401-000-000-534-80-41-10	Professional Services	\$587.00
		Fire Flow Eval - Multicare		
		401-000-400-534-80-41-10	PW-Permit Consultant Exp	\$3,064.40
		Tamarack Civil Plan Review		
		401-000-400-534-80-41-10	PW-Permit Consultant Exp	\$4,702.38
		Multicare Plan Review		
		404-000-011-534-80-41-00	Water Comp Plan	\$161.00
		Water System Plan		
		407-000-000-535-80-41-01	Professional Services-Sewer	\$460.50
		Sewr Data Analysis		
	Total 81922			\$8,975.28

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	Total 49935			\$25,316.75
	Total RH2 Engineering Inc.			\$25,316.75
Rollin Herbst				
	49936	4/27/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	04272021			
		Damage Claim April 2021		
		001-000-270-576-80-49-00	Miscellaneous	\$158.96
		Trailer Tire Damaged at the	Boat Launch	
	Total 04272021			\$158.96
	Total 49936			\$158.96
	Total Rollin Herbst			\$158.96
Scott Hanis				
	49937	4/14/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	04142021 SH			
		Aflac Flex Reimbursement		
		001-000-900-588-10-00-01	AWC Lia.Bld.Equip Ins /Flex Reimbs	\$300.00
	Total 04142021 SH			\$300.00
	49937	4/22/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	04222021 SH			
		PW - Employee Reimbursement		
		401-000-000-534-80-43-00	Lodging, Meals & Mileage	\$27.50
		Meetings with RH2 RE: Water Projects		
	Total 04222021 SH			\$27.50
	Total 49937			\$327.50
	Total Scott Hanis			\$327.50
Secure Pacific Corporation				
	49938	4/9/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	296016			
		April 2021 Service		
		101-000-000-544-90-48-01	PW Clearing-shared Shop Cost	\$60.30
		PW Shop Security		
	Total 296016			\$60.30
	Total 49938			\$60.30
	Total Secure Pacific Corporation			\$60.30

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Shred-It USA LLC				
49939	8181486229	2/22/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
		Feb 2021 Service		
		001-000-120-512-50-49-04	Shredding Services	\$23.70
		001-000-180-518-50-49-04	Shredding Services	\$23.70
		001-000-210-521-10-49-05	PD-Shredding Services	\$23.71
	Total 8181486229			\$71.11
49939	8181673557	3/22/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
		Mar 2021 Service		
		001-000-120-512-50-49-04	Shredding Services	\$23.81
		001-000-180-518-50-49-04	Shredding Services	\$23.81
		001-000-210-521-10-49-05	PD-Shredding Services	\$23.81
	Total 8181673557			\$71.43
49939	8181867353	4/22/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
		April 2021 Service		
		001-000-120-512-50-49-04	Shredding Services	\$24.45
		001-000-180-518-50-49-04	Shredding Services	\$24.45
		001-000-210-521-10-49-05	PD-Shredding Services	\$24.44
	Total 8181867353			\$73.34
Total 49939				\$215.88
Total Shred-It USA LLC				\$215.88
Sound Publishing Inc.				
49940	ECH920871	3/3/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
		March 2021 Service		
		001-000-240-558-51-41-75	CD-Permit. Reimb.Cons/ Adv	\$297.00
			Site Plan Review - Diamond Square	
	Total ECH920871			\$297.00
49940	ECH920874	3/3/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
		March 2021 Service		
		001-000-240-558-60-41-05	Land Use Special Council	\$283.20
			Rezoning at Business Park	
	Total ECH920874			\$283.20

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
49940	ECH921487	3/10/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	March 2021 Service			
	310-000-002-594-18-62-08		Skate Park Improvments	\$138.30
			Skate Park Demolition	
	Total ECH921487			\$138.30
49940	ECH921638	3/10/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	March 2021 Service			
	001-000-210-521-10-41-75		PD-Advertising	\$76.20
			Paddle Craft Ord	
	Total ECH921638			\$76.20
49940	ECH921785	3/17/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	March 2021 Service			
	001-000-137-514-21-41-75		Advertising	\$103.80
			Council Vacancies	
	Total ECH921785			\$103.80
49940	ECH921990	3/17/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	March 2021 Service			
	101-000-000-542-30-44-00		Advertising	\$366.00
			Sawyer Road Improvement Proj	
	Total ECH921990			\$366.00
49940	ECH921999	3/17/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	March 2021 Service			
	001-000-246-558-70-44-00		Advertising	\$207.30
			Amend Villages MPD	
	Total ECH921999			\$207.30
49940	ECH922024	3/17/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	March 2021 Service			
	402-000-003-594-34-63-06		Springs Water Project	\$245.25
			N Bank Booster	
	Total ECH922024			\$245.25

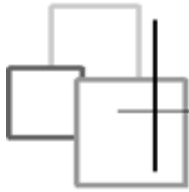
Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	49940	3/17/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	ECH922199			
		March 2021 Service		
		001-000-180-518-50-41-03	Misc hiring/Employment costs	\$67.29
		Help Wanted - Seasonal Labor		
	Total ECH922199			\$67.29
	Total 49940			\$1,784.34
Total Sound Publishing Inc.				\$1,784.34
Southcenter Engraving				
	49941	10/8/2020	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	100814			
		Council Name Plates		
		001-000-180-518-50-31-00	Office Supplies City Hall	\$11.00
	Total 100814			\$11.00
	49941	4/12/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	101565			
		Council Name Plates		
		001-000-180-518-50-31-00	Office Supplies City Hall	\$22.00
	Total 101565			\$22.00
	Total 49941			\$33.00
Total Southcenter Engraving				\$33.00
Stephanie Metcalf				
	49942	4/2/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	04022021 SM			
		Crt - Employee Reimbursement		
		001-000-120-512-50-42-03	Postage	\$2.80
	Total 04022021 SM			\$2.80
	Total 49942			\$2.80
Total Stephanie Metcalf				\$2.80
Summit Law Group, PLLC				
	49943	4/23/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	124046			
		March 2021 Service		
		001-000-150-515-41-41-02	Legal Services -Employment	\$268.00
		Gen Labor		
	Total 124046			\$268.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	49943	4/23/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	124047			
		March 2021 Service		
		001-000-150-515-41-41-08	Legal Svcs-Union Contracts	\$2,278.00
		Teamsters		
	Total 124047			\$2,278.00
	Total 49943			\$2,546.00
Total Summit Law Group, PLLC				\$2,546.00
Triangle Pump & Equipment, Inc.				
	49944	3/11/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	13281			
		March 2021 Service		
		402-000-003-594-34-63-06	Springs Water Project	\$271.50
		March 2021 Turbine Storage		
	Total 13281			\$271.50
	49944	4/15/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	13310			
		April 2021 Service		
		402-000-003-594-34-63-06	Springs Water Project	\$271.50
		April 2021 Turbine Storage		
	Total 13310			\$271.50
	Total 49944			\$543.00
Total Triangle Pump & Equipment, Inc.				\$543.00
TRM Wood Products Co. Inc.				
	49945	4/20/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	400337			
		Prk - Supplies		
		310-000-002-594-18-62-08	Skate Park Improvments	\$634.81
		BMX Bike Course Repair		
	Total 400337			\$634.81
	49945	4/21/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	400383			
		Gym - Supplies		
		001-000-270-575-51-48-00	Gym Facility Repair & Maintenance	\$180.88

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		Lumber		
	Total 400383			\$180.88
	Total 49945			\$815.69
	Total TRM Wood Products Co. Inc.			\$815.69
UBM				
	49946	4/5/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	INV447548			
	March 2021 Service			
	001-000-120-512-50-49-02		Printing and Binding	\$68.29
	Copy Charges			
	Total INV447548			\$68.29
	Total 49946			\$68.29
Total UBM				\$68.29
Valley Communications Center				
	49947	4/10/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	0025569			
	March 2021 Service			
	001-000-214-521-20-41-00		Valley Comm - Dispatch Service	\$7,779.92
	175.5 calls			
	Total 0025569			\$7,779.92
	Total 49947			\$7,779.92
Total Valley Communications Center				\$7,779.92
Varius Inc.				
	49948	4/16/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	1359 Varius			
	Service through 3/23/2021			
	001-000-257-558-70-41-02		MDRT Civil Engineering	\$7,282.66
	Total 1359 Varius			\$7,282.66
	49948	4/16/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	1360 Varius			
	Service through 3/4/2021			
	001-000-257-558-70-41-02		MDRT Civil Engineering	\$3,237.00
	Total 1360 Varius			\$3,237.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	49948	4/16/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	1361 Varius			
		Service through 3/24/2021		
		001-000-257-558-70-41-02	MDRT Civil Engineering	\$5,478.00
	Total 1361 Varius			\$5,478.00
	Total 49948			\$15,997.66
Total Varius Inc.				\$15,997.66
Veronique Sofie				
	49949	4/23/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	04232021 VS			
		PD - Refund Finger Print Fee		
		001-000-210-342-10-05-00	Police Records and Misc.	\$10.00
		City not eligible to submit prints for Real Estate Lic		
	Total 04232021 VS			\$10.00
	Total 49949			\$10.00
Total Veronique Sofie				\$10.00
W. Anneke Berry				
	49950	4/14/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	04142021 WAB			
		April 2021 Service		
		001-000-120-512-50-41-02	Protem Judge	\$120.00
	Total 04142021 WAB			\$120.00
	Total 49950			\$120.00
Total W. Anneke Berry				\$120.00
Washington State Patrol				
	49951	4/7/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	I21005278			
		March 2021 Service		
		001-000-180-518-50-41-03	Misc hiring/Employment costs	\$11.00
		Background Checks		
	Total I21005278			\$11.00
	49951	4/7/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	I21005375			
		March 2021 Service		
		633-000-500-589-30-00-00	CPL Fees for WSP/FBI - Fingerprint	\$119.25

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
		Fingerprints		
	Total I21005375			\$119.25
	Total 49951			\$130.25
Total Washington State Patrol				\$130.25
Washington Workwear Stores, Inc.				
	49952	4/8/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	5269			
	CD - Uniforms			
	001-000-240-558-50-41-75		Code Enforcement Misc Exp	\$224.99
		Boots, Jacket		
	Total 5269			\$224.99
	Total 49952			\$224.99
Total Washington Workwear Stores, Inc.				\$224.99
Water Management Laboratories, Inc.				
	49953	3/24/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	192472			
	March 2021 Service			
	401-000-000-534-80-41-02		Water Testing and Sampling	\$21.00
	Total 192472			\$21.00
	49953	4/23/2021	2021 - April - 3rd April 2021 Batch for 5/6/2021 Council	
	193134			
	April 2021 Service			
	401-000-000-534-80-41-02		Water Testing and Sampling	\$21.00
	Total 193134			\$21.00
	Total 49953			\$42.00
Total Water Management Laboratories, Inc.				\$42.00
	Vendor Count	56	Grand Total	\$151,425.81



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
ADT Security Services (PA)				
	49954	3/25/2021	2021 - May - 1st May 2021 Batch for 05/06/2021 Council	
	837489116			
		Service through 05.11.2021		
		001-000-248-518-20-49-02	MDRT Bldg Security Costs	\$22.24
		001-000-254-518-20-49-00	Facilities Security	\$54.00
		001-000-254-518-20-49-00	Facilities Security	\$33.35
		001-000-270-576-80-49-02	Security	\$1.49
		001-000-280-536-20-49-02	Security	\$2.97
		101-000-000-543-50-49-03	Security	\$16.34
		401-000-000-534-80-49-07	Security	\$17.82
		407-000-000-535-80-49-05	Security	\$17.82
		410-000-000-531-10-49-04	Security	\$17.82
		Total 837489116		\$183.85
	Total 49954			\$183.85
	Total ADT Security Services (PA)			\$183.85
Sorci Family LLC				
	49955	5/1/2021	2021 - May - 1st May 2021 Batch for 05/06/2021 Council	
	05012021 SFLLC			
		May 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
		001-000-254-518-20-45-05	Facilities City Hall Bldg Rental	\$2,259.45
		Total 05012021 SFLLC		\$3,979.19
	Total 49955			\$3,979.19
	Total Sorci Family LLC			\$3,979.19
	Vendor Count	2	Grand Total	\$4,163.04



Register

Fiscal: 2021

Deposit Period: 2021 - May, 2021 - April

Check Period: 2021 - May - 1st May 2021 Batch for 05/06/2021 Council, 2021 - April - April Void Batch, 2021 - April - Early 3rd April Batch, 2021

- April - 3rd April 2021 Batch for 5/6/2021 Council

Number	Name	Print Date	Clearing Date	Amount
Columbia Bank				
Check				
<u>49892</u>	CHS/Cenex	4/22/2021		\$4,235.74
<u>49893</u>	First Net	4/22/2021		\$2,850.68
<u>49894</u>	Puget Sound Energy	4/22/2021		\$15,508.99
<u>49895</u>	Republic Services #176	4/22/2021		\$935.11
<u>49896</u>	Tacoma Public Utilities	4/22/2021		\$14,419.25
<u>49897</u>	Williams Scotsman, Inc.	4/22/2021		\$5,417.60
<u>49898</u>	2 Watch Monitoring, Inc.	5/7/2021		\$387.50
<u>49899</u>	Amazon Capital Services, Inc.	5/7/2021		\$313.88
<u>49900</u>	Art Gamblin Motors	5/7/2021		\$1,496.08
<u>49901</u>	Bill's Locksmith Service Inc.	5/7/2021		\$70.77
<u>49902</u>	Black Diamond Auto Parts	5/7/2021		\$39.65
<u>49903</u>	Black Diamond Royal Towing	5/7/2021		\$125.00
<u>49904</u>	Breland Commercial Tire, LLC	5/7/2021		\$143.48
<u>49905</u>	CenturyLink (WA)	5/7/2021		\$621.02
<u>49906</u>	City of Enumclaw	5/7/2021		\$6,829.70
<u>49907</u>	City of Renton/EHD	5/7/2021		\$784.00
<u>49908</u>	Comcast	5/7/2021		\$6.07
<u>49909</u>	Ferguson Waterworks #3011	5/7/2021		\$26,866.61
<u>49910</u>	Fugate Ford	5/7/2021		\$790.70
<u>49911</u>	H.D. Fowler Company	5/7/2021		\$1,124.28
<u>49912</u>	Home Depot Credit Service	5/7/2021		\$1,353.22
<u>49913</u>	Intercom Language Services, Inc.	5/7/2021		\$130.00
<u>49914</u>	Johnsons Home & Garden	5/7/2021		\$228.21
<u>49915</u>	Kevin Esping	5/7/2021		\$200.00
<u>49916</u>	King County Finance	5/7/2021		\$199.56
<u>49917</u>	King County Finance - I-Net	5/7/2021		\$750.00
<u>49918</u>	King County Radio Comm Services	5/7/2021		\$1,610.93
<u>49919</u>	Language Line Services, Inc.	5/7/2021		\$42.53
<u>49920</u>	Law Office of Krista White Swain	5/7/2021		\$3,600.00
<u>49921</u>	Les Schwab Tire Ctr - MV	5/7/2021		\$7.60
<u>49922</u>	Lexipol LLC	5/7/2021		\$4,592.00
<u>49923</u>	McCarthy & Causseaux, P.S.	5/7/2021		\$1,222.50
<u>49924</u>	Mike Allen	5/7/2021		\$17.39
<u>49925</u>	Motorola Solutions, Inc.	5/7/2021		\$15,615.57
<u>49926</u>	Mountain View Fire & Rescue	5/7/2021		\$978.63

Number	Name	Print Date	Clearing Date	Amount
<u>49927</u>	National Construction Rentals	5/7/2021		\$128.87
<u>49928</u>	Office Products Nationwide	5/7/2021		\$681.35
<u>49929</u>	Pacifica Law Group, LLP	5/7/2021		\$2,758.25
<u>49930</u>	Parametrix, Inc.	5/7/2021		\$4,527.68
<u>49931</u>	Perteet Inc.	5/7/2021		\$3,060.00
<u>49932</u>	Public Safety Testing, Inc	5/7/2021		\$221.00
<u>49933</u>	Q&A Polygraph Services	5/7/2021		\$300.00
<u>49934</u>	Reano Construction & Logging Inc.	5/7/2021		\$13,424.45
<u>49935</u>	RH2 Engineering Inc.	5/7/2021		\$25,316.75
<u>49936</u>	Rollin Herbst	5/7/2021		\$158.96
<u>49937</u>	Scott Hanis	5/7/2021		\$327.50
<u>49938</u>	Secure Pacific Corporation	5/7/2021		\$60.30
<u>49939</u>	Shred-It USA LLC	5/7/2021		\$215.88
<u>49940</u>	Sound Publishing Inc.	5/7/2021		\$1,784.34
<u>49941</u>	Southcenter Engraving	5/7/2021		\$33.00
<u>49942</u>	Stephanie Metcalf	5/7/2021		\$2.80
<u>49943</u>	Summit Law Group, PLLC	5/7/2021		\$2,546.00
<u>49944</u>	Triangle Pump & Equipment, Inc.	5/7/2021		\$543.00
<u>49945</u>	TRM Wood Products Co. Inc.	5/7/2021		\$815.69
<u>49946</u>	UBM	5/7/2021		\$68.29
<u>49947</u>	Valley Communications Center	5/7/2021		\$7,779.92
<u>49948</u>	Varius Inc.	5/7/2021		\$15,997.66
<u>49949</u>	Veronique Sofie	5/7/2021		\$10.00
<u>49950</u>	W. Anneke Berry	5/7/2021		\$120.00
<u>49951</u>	Washington State Patrol	5/7/2021		\$130.25
<u>49952</u>	Washington Workwear Stores, Inc.	5/7/2021		\$224.99
<u>49953</u>	Water Management Laboratories, Inc.	5/7/2021		\$42.00
<u>49954</u>	ADT Security Services (PA)	5/7/2021		\$183.85
<u>49955</u>	Sorci Family LLC	5/7/2021		\$3,979.19
<u>V49836</u>	U.S. Postal Service - Black Diamond PO Box Renewal	4/27/2021		(\$240.00)
Total				\$198,716.22
				\$198,716.22
Grand Total				\$198,716.22

**BLACK DIAMOND CITY COUNCIL
WORK SESSION MINUTES
April 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, Oglesbee, Wisnoski, de Leon, O'Donnell, Page. (Councilmember Mulvihill was not present during roll call and joined the meeting at 6:02 p.m.)

ABSENT: None

Staff present: David Linehan, City Attorney; Andrew Williamson, MDRT/Ec Dev Director; Mayene Miller, Finance Director; Seth Boettcher, Public Works Director; Jamey Kiblinger, Police Chief; and Brenda L. Martinez, City Clerk/HR Manager

WORK SESSION:

1) Discussion and Review of Council Social Media Policy

City Attorney Linehan noted distributing a draft social media policy to Council earlier in the week along with the city's posting guidelines and moderation policy. He noted being happy to take feedback on what they would like in it so a draft policy could be brought forward for Council adoption soon.

There was a robust discussion amongst Councilmembers and Attorney Linehan on what they would like to see in the policy. Following discussion Mr. Linehan noted he would take the following suggestions he heard tonight and put them in a draft for Council review. 1) refine the wording "family friendly language", 2) specify what Council means by social media, Facebook, Twitter, Instagram, TicTok, Snapchat, YouTube, and others as they become more popular, and 3) include language to suggest that disparaging remarks towards a councilmember are highly discouraged. He further added if he missed something for Councilmembers to email him directly and his plan is to bring back at the next regular meeting for consideration.

2) Discussion on Potential Marijuana Tax Revenue Opportunities and Code Updates

Finance Director Miller shared a spreadsheet showing other cities and the dollars they receive from excise tax and B&O tax, and the timing of when policy can change to be eligible to receive excise tax. She also touched on the research FSC shared with Council during their presentation

on fire service options. She noted this is a possible future revenue source and it is a Council decision.

Attorney Linehan discussed the multiple steps that need to be taken should council decide to head in this direction. He pointed out needed code changes and potential zoning changes that Council would need to think about. He commented that the Council certainly has control over this situation and whether or not they are allowed. The Liquor Control and Cannabis Board are the ones who allow those businesses to obtain licenses and only a certain number of licenses remain in King County.

Following discussion there was consensus to start the process on this to gather information and hear what the citizens have to say. Mayor Benson will task the Community Development Director and City Attorney to make the changes to the code and move forward to the Planning Commission.

3) Discussion on Long Term Facility Planning

Mayor Benson updated Council on the building lease where City Hall is located. She noted that the architect and building inspector found some structural issues and the landlord has agreed to fix those and change the lease agreement so we are not paying rent in June before we can move in.

There was Council discussion on the high importance of continuing the process for long-term facility planning. It was suggested that part of the process would include hiring a consultant to do a refresh on the facility assessment study that was prepared a few years back, next would be to put out an RFQ based on the updated needs assessment, and to also form an ad hoc committee who would oversee the process.

Mayor Benson will have Mr. Williamson prepare a timeline showing benchmarks for the suggested process and bring back to Council at their May meeting.

Councilmember Wisnoski asked for an updated timeline on the website. City Clerk Martinez reported that the City has hired a temporary employee to focus on this project and hopes to get it completed soon.

ADJOURNMENT:

Councilmember Wisnoski **moved** to adjourn the meeting; **second** by Councilmember Deady. Motion **passed** with all voting in favor (7-0). The meeting ended at 8:15 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

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

CALL TO ORDER, FLAG SALUTE:

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

ROLL CALL:

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

ABSENT: Councilmember Oglesbee (excused)

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

AGENDA REVIEW AND APPROVAL:

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

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS: None

CONSENT AGENDA:

Councilmember Wisnoski **moved** to adopt the Consent Agenda; **second** Councilmember Deady. Motion **passed** with all voting in favor (6-0). The Consent Agenda was approved as follows:

- 1) **Claim Checks** – April 15, 2021, Check No. 49844 through 49891 and EFTs in the amount of \$888,142.83
- 2) **Payroll** – March 31, 2021 Check No. 20065 through 20074 and ACHs in the amount of \$393,158.30
- 3) **Minutes** – Special Meeting of March 29, 2021 and Council Meeting of April 1, 2021
- 4) **AB21-019** – Ordinance Amending the 2021 Salary Schedule

PUBLIC COMMENTS:

Gary Davis, Black Diamond spoke to Council.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

5) AB21-020 – Ordinance Amending Black Diamond Municipal Code Regarding Sensitive Areas

Community Development Director Davis briefed Council on this item.

Councilmember Deady **moved** to adopt Ordinance No. 21-1158 amending Black Diamond Municipal Code Chapter 19.10; **second** Councilmember Mulvihill. Motion **passed** with all voting in favor (6-0).

DEPARTMENT REPORTS:

Fire – Chief Smith reported there were no significant instances in town. He shared that there was a multi-vehicle accident, and a person was airlifted from the school. He commented that the department is getting ready for wildland fires. He also shared that he is keeping track of the new fire engine as it is being built and hopes to get news on when it will be delivered next week. He reported delivering masks to the Community Center.

Finance – Finance Director Miller updated Council on a couple of projects she is working on. She noted working on a contract with Peninsula Financial to help with long range financial planning in the General Fund and is planning to bring this contract forward on May 6th. She is also working on the capital side of long-range planning for city facilities and discussed the options that could be used to fund a city facility.

MAYOR'S REPORT:

Mayor Benson reported attending the South-end Mayor's meeting and shared that most cities are cancelling city events. She discussed the Labor Day Committee meeting and their plan for the Labor Day events and noted that the City of Maple Valley is not having Maple Valley Days; they will be having food trucks around town. She reported attending a meeting on the American Rescue Plan Act (ARPA) funding for local governments and what the funding could be used for. She noted that specific rules are not out yet and will update Council as more information becomes available.

COUNCIL REPORTS:

Councilmember Wisnoski reported attending the work session last week. He shared that as the weather gets better to be careful driving as kids and pets will be out, and school will be going back full-time next month. He reminded everyone to continue to support small business.

Councilmember Mulvihill reported meeting with Mr. Williamson and the City Attorney. She shared that she completed her public meeting act training and brought up the crosswalk on 3rd Avenue and shared the history on the crosswalk light.

Councilmember de Leon reported attending the work session and her committee meetings where there was good discussion. She asked for everyone to keep in mind with more schools moving to more in school learning a lot of grace will be needed for both the staff

and students. She encouraged everyone to sign up for their vaccination. She shared the upcoming volunteer opportunity at the Earth Day celebration in the Lake Sawyer park area from 9-11 a.m. rain or shine and to wear a mask. She is looking forward to the town hall next week and hopes to do another zoom chat with residents towards the end of the month.

Councilmember O'Donnell commented on being interested to meet with the facilitator for the retreat. He reported attending his committee meetings. He thanked Gary Davis and others in the public who make public comment – it is much appreciated. He encouraged more public comment on any topic. He also thanked Chief Smith for forwarding on the progress of the new fire engine.

Councilmember Page noted being busy getting up to speed and having conversations. She reported attending the work session, meeting with Andy Williamson, scheduling a meeting with Mona for tomorrow and Chief Smith on Wednesday of next week. She met some new neighbors and received emails from many residents. She had a chance to take a tour of city hall and is grateful for all the hard work of city staff. She discussed volunteering on the Labor Days celebration and announced the Friends of Black Diamond plant sale is coming up in May.

Councilmember Deady commented on cities cancelling events and noted Enumclaw is going full steam ahead with events. She noted Maple Valley is not cancelling their Farmer's Market and that contradicts what she has heard. She shared that Black Diamond has not hosted a single event other than the garage sale last year and feels the Labor Day Committee is hoping we will be in phase 4 by September and more people will be vaccinated. She noted it being a good idea to start planning for events and to look forward to something we use to do. She reported attending the PIC meeting and noted that this month is sexual assault month. She also attending the Planning Committee meeting.

ATTORNEY REPORT: None

EXECUTIVE SESSION: None

ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** Councilmember Wisnoski. Motion **passed** with all voting in favor (6-0). The meeting ended at 8:02 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

BLACK DIAMOND CITY COUNCIL MINUTES
Council Special Meeting of April 22, 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.

PUBLIC COMMENTS: None

NEW BUSINESS:

1) AB21-021 – Ordinance Amending Chapter 19.04 of the Black Diamond Municipal Code Related to SEPA Procedures

City Attorney Linehan briefed Council on this item.

There was Council discussion.

Councilmember de Leon **moved** to adopt Ordinance No. 21-1159, amending Black Diamond Municipal Code Chapter 19.04 SEPA Procedures; **second** Councilmember Deady. Motion **passed** with all voting in favor (7-0).

ADJOURNMENT:

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

The meeting ended at approximately 6:06 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

**BLACK DIAMOND CITY COUNCIL
SPECIAL METING - TOWN HALL MINUTES
April 22, 2020
Virtual Meeting Via Zoom**

CALL TO ORDER, FLAG SALUTE:

Mayor Benson called the special Town Hall meeting to order at 7:00 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: Brenda L. Martinez, City Clerk.

Mayor Benson welcomed everyone and announced that anyone wishing to address Council would have five minutes to speak and after everyone has spoken citizens can then speak for another five minutes.

PUBLIC COMMENTS:

There was discussion amongst Councilmembers on the City's pump track.

Councilmember O'Donnell encouraged public comment from our citizens and asked Council to reach out to citizens to get more public input. He also discussed sidewalks and what the big plan is.

Council discussed having a comprehensive plan for sidewalks within the city, bike paths, and more transit options.

Johna Thomson, Black Diamond spoke about being curious with where the city is at with the Fire Department.

There was Council discussion on fire service within Black Diamond.

Jenny Todesco, Black Diamond spoke about Oakpointe and the miscommunication from them on the timeline with residents in Ten Trails about retail.

Johna Thomson, Black Diamond spoke on Ms. Todesco's comment.

Councilmember O'Donnell spoke about promoting how the city of Black Diamond is business friendly.

Councilmember de Leon spoke on the social media presence of the city and inquired on the status of the social media policies.

Mayor Benson stated that the City has hired a temporary employee to help with the new website and Community Development Director Davis has hired a consultant to work on updating her department's forms. She also noted that when we are ready to launch the sites those policies will be in place.

ADJOURNMENT:

Councilmember Oglesbee **moved** to adjourn the meeting; **second** Councilmember O'Donnell. Motion **passed** with all voting in favor (7-0). The meeting ended at 8:01 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: May 6, 2021	AB21-022
Resolution awarding a construction contract to Tony Lind Paving for the 2021 Citywide Asphalt Overlays project	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	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$139,060	Public Works – Scott Hanis	X
Fund Source: TIB Grant; Grant Matching; Street Maintenance Fund; Impact Fees	Court – Stephanie Metcalf	
Timeline: Spring/Summer 2021		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Bid Advertisement; Small Works Contract; Plans; Special Provisions; Tony Lind Paving Bid; Bid Tabulation; Site Map		
SUMMARY STATEMENT: Public Works received a grant from the Transportation Improvement Board (TIB) for asphalt overlays on portions of James St., 4th Ave., Park St., Baker St., Hammond Pl., and 6th Ave. These roadways make up Schedule A of this project. The TIB grant will cover 85% of the work on these roads (up to \$129,549). City grant matching funds will cover the other 15%. Also included in this bid and making up Schedule B are the gravel portion of Railroad Ave. between Morgan St. and the north end of the gravel road, the northern portion of 5th Ave., and the southern portion of 5th Ave. The bid amount for Schedule A is \$101,160. Schedule B will be covered by City funds, including annual street maintenance funds and funds collected from traffic concurrency fees. The bid amount for Schedule B is \$37,900. Public Works staff utilized the City's Small Works Roster to solicit bids from contractors on April 13, 2021. A total of nine bids were received on April 27, 2021. Tony Lind Paving provided the lowest responsive bid totaling \$139,060. The nine bids ranged from \$139,060 to \$203,890. The City's estimate for the construction of this project was \$180,595. FISCAL NOTE (Finance Department): The City Council accepted the grant for the work in Schedule A on December 17, 2020 (Resolution 20-1399). The grant and previously budgeted funds for these roadway sections will cover this work. The City has budgeted funds for General Street Improvements and Grant matching. Staff is also requesting a \$14,000 contingency fund to cover any potential cost overruns, which funds are available in the budget for this work.		

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee recommends bringing to full Council for consideration on the Consent Agenda.		
RECOMMENDED ACTION: MOTION to approve Resolution 21-1415, authorizing the Mayor to execute a construction contract with Tony Lind Paving for the 2021 Citywide Asphalt Overlays project and authorizing a \$14,000 contingency fund for this project.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 6, 2021		

RESOLUTION NO. 21-1415

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AWARDING THE LOW BID ON THE 2021 CITYWIDE
ASPHALT OVERLAYS PROJECT TO TONY LIND PAVING**

WHEREAS, the City received a grant from the Washington State Transportation Improvement Board; and

WHEREAS, the City has planned and budgeted for road improvements along portions of James St., 4th Ave., Park St., Baker St., Hammond Pl., 6th Ave., Railroad Ave., and 5th Ave.; and

WHEREAS, the City received nine bids on April 27, 2021; and

WHEREAS, Tony Lind Paving 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 2021 Citywide Asphalt Overlays project to Tony Lind Paving in the amount of \$139,060 and authorize the Mayor to execute a contract for the same.

Section 2. Authorize a \$14,000 contingency fund to cover change orders and changes in quantities for the 2021 Citywide Asphalt Overlays project.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF MAY, 2021.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

REQUEST FOR BIDS FOR 2021 CITYWIDE ASPHALT OVERLAY PROJECT CITY OF BLACK DIAMOND

The City of Black Diamond is requesting asphalt grinding, patching and overlay work for multiple locations within the City in two schedules of work. Schedule 'A' consists of roadway pulverization and a 2-inch asphalt overlay of James St. between SR 169/3rd Ave. and 4th Ave., 4th Ave. between James St. and Park St., Park St. between SR 169/3rd Ave. and 4th Ave., Baker St. between 5th Ave. and 6th Ave., Hammond Pl. between Baker St. and end of road, and 6th Ave. between Baker St. and Lawson St. Schedule 'A' will also replace three sidewalk curb ramps on 6th Ave. Schedule 'B' consists of a 2-inch asphalt overlay on Railroad Ave. between Morgan St. and the end of road, a 2-inch asphalt overlay on the north section of 5th Ave. where the road turns east from the edge of existing pavement to the end of the road, and a 4-inch overlay on the southern portion of 5th Ave. from Pacific St. to the end of road. All roadways to be paved in Schedule 'B' are currently gravel and will be prepped by the City prior to the overlay. The City is requesting unit price bids for each category of work as defined in both schedules of the attached bid proposal form/Scope of Work.

The City will mark overlay limits in the field prior to bid closing. The City will freshen the overlay limits paint after award of the project (see Plans).

Small Works Roster bids must be turned in electronically in pdf format to Scott Hanis, Capital Project/Program Manager, **by 11:00 am on Tuesday, April 27, 2021**. If you are unable to submit your bid in electronic format, please contact Scott for other arrangements. The pdf copy of your bid must still be signed. E-mailed bids shall be sent to and received by Scott Hanis: shanis@blackdiamondwa.gov by the time stated above. The City will not accept late e-mail submittals or those delayed due to file sizes or incorrect e-mail addresses. An acknowledgment that the bid was received will be sent. All contract documents, plans, specifications, and addenda will be published on the City's Small Works page on the City's website: http://ci.blackdiamond.wa.us/Depts/PubWorks/works_roster.html.

Invitations to bid will be sent to all contractors registered on the City's Small Works Roster located at <http://www.mrscrosters.org> under the category of "Roadway Construction, Repair, and Maintenance" and sub-categories of "Asphalt Pavement Roadways" and "Roadway Construction" at the time of advertisement. Bids will also be accepted from contractors registered on the Small Works Roster at the time of bid closing.

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

REQUEST FOR BIDS

CITY OF BLACK DIAMOND 2021 Citywide Asphalt Overlay Project

BID FORM, SCOPE OF WORK, AND SPECIAL PROVISIONS

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

1. The undersigned hereby certifies that he/she has examined the locations of the patching as outlined in the bid documents for the City of Black Diamond 2021 Citywide Asphalt Overlay Project and is familiar with the local conditions at the location of the work to be done, and has read and thoroughly understands the work that the City requires to be completed, the Contract governing the work and the method by which payment will be made for said work in accordance with the City Contract at the proposed bid prices contained herein.
2. The bid shall be awarded by the sum of the total of the bids for the 7 categories of work in Schedule ‘A’ and the 4 categories of work in Schedule ‘B’.

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

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

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

Addendum

<u>No.</u>	<u>Addendum Receipt Date</u>	<u>Signed Acknowledgement</u>
1.	_____	_____
2.	_____	_____

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

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

SCHEDULE A – James St., 4 th Ave., Park St., Baker St., Hammond Pl., and 6 th Ave.					
Rule 171 (WAC 458-20-171) applies to this project. Sales tax must be included in your unit prices					
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	QTY	TOTAL
1	Mobilization	LS	\$_____	1	\$
2	Project Temporary Traffic Control	LS	\$_____	1	\$
3	Crushed Surfacing Top Course (As Needed)	TON	\$_____	30	\$
4	Roadway Pulverization	SY	\$_____	4400	\$
5	HMA for Overlay Cl. ½ In. PG 58H-22	TON	\$_____	500	\$
6	Cement Concrete Curb Ramp Type Parallel A	EA	\$_____	3	\$
7	Plastic Stop Line	LF	\$_____	13	\$
TOTAL AMOUNT BID – SCHEDULE ‘A’					\$
SCHEDULE B – Railroad Ave., 5 th Ave. North, and 5 th Ave. South					
Rule 171 (WAC 458-20-171) applies to this project. Sales tax must be included in your unit prices					
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	QTY	TOTAL
1	Mobilization	LS	\$_____	1	\$
2	Project Temporary Traffic Control	LS	\$_____	1	\$
3	Crushed Surfacing Top Course for Shoulder	TON	\$_____	50	\$

4	HMA for Overlay Cl. ½ In. PG 58H-22	TON	\$_____	300	\$
TOTAL AMOUNT BID – SCHEDULE ‘B’					\$
TOTAL AMOUNT BID – SCHEDULES A + B					\$

Bidder

Date

Contractor’s License No.

Contractor’s Washington UBI No.

By _____
Authorized Official

Address:

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

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.

CITY OF BLACK DIAMOND

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

PUBLIC WORKS CONTRACT SMALL WORKS

1. **Contract and Parties.** This Public Works Contract-Small Works ("Contract") is between the CITY OF BLACK DIAMOND, King County, Washington ("City"), a Washington municipal corporation and TONY LIND PAVING ("Contractor"), a LLC corporation organized under the laws of the State of Washington, whose address is 23048 172nd Ave. SE, Kent, WA 98042. The City and Contractor are each a "Party" and together the "Parties" to the Contract. The Parties agree as follows.
2. **Project.** The Parties enter into this Contract for purposes of Contractor providing the City with equipment, materials and performing work for the City ("the Project"), generally described as:

2021 Citywide Asphalt Overlays Project, including those additives, if any, specified in the bid award.
3. **Effective date.** This Contract becomes effective and binding upon the Parties, including each Party's heirs, successors, and assigns, immediately upon execution of this contract by both parties.
4. **Notices to Parties.** Contractor agrees to accept notices under this Contract via facsimile or email. It is the responsibility of Contractor to notify the City in writing if any of the contact information appearing below should change. Any notices required shall be in writing and delivered to the following addresses. If notice by email, a hard copy shall be delivered or mailed the same date as email.

CITY:	CONTRACTOR:
CITY OF BLACK DIAMOND PO Box 599 – 24301 Roberts Drive Black Diamond, Washington 98010 Contact: Scott Hanis Phone: (360) 851-4521 Fax: (360) 851-4501	TONY LIND PAVING 23048 172 nd Ave. SE Kent, WA 98042 Tax ID # 26-2186022 Contact: Kevin Christopherson Phone: (253) 630-7612 Fax: (253) 630-7614
5. **Notice to Proceed.** Contractor shall provide a performance bond, insurance certificates, a City business license and statement of intent to pay prevailing wage rates within 10 days of receiving a notice of award. The City expects to issue a notice of award on or about May

10, 2021. Upon timely receipt of the bond, insurance certificate, business license and statement of intent to pay prevailing wage rates, the City will thereafter have ten (10) days to issue a notice to proceed. October 1, 2021 shall be the deadline for completion of all work in accordance with the terms and conditions of the Contract. The deadline for completion of work may be extended, if the notice to proceed is delayed. The contract will stay in full force and effect until all obligations of the contract are satisfied.

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

A. In general.

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

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

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

B. *Work Performance.*

- (1) Prevailing wages. Contractor shall pay prevailing wages, as that term is defined under the laws of the State of Washington, for all work performed on this Project by Contractor and by Contractor's employees, agents and subcontractors. Contractor is fully responsible for prevailing wage compliance.
For reference only, and without relieving any Contractor responsibility, the City notes the State of Washington prevailing wage rates for public works projects located in King County may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this Project, the applicable effective date for prevailing wages for this Project is April 13, 2021. A copy of prevailing wage rates is also available for viewing at the office of the City (or via e-mail if City offices are closed), located at 24301 Roberts Drive, Black Diamond, WA 98010. Upon request, the City will mail a hard copy of the applicable prevailing wages for this Project if City offices are open, otherwise they will be provided via e-mail.

- (2) Notice to City. Minimum 24-hours prior notice shall be given to the City's Department of Public Works prior to commencement of work under this Contract.
- (3) Approved Plans & Specifications to be followed. All work is to be performed to the City's satisfaction and in compliance with the Contract Documents listed in section 6.A(3) above, unless such requirements or specifications are expressly amended in writing by the City.
- (4) Schedule of Work to be followed. The project shall be completed by October 1, 2021. Contractor shall diligently proceed with the work and shall assure that it, and its subcontractors, have adequate staffing at all times in order for Contractor to comply with any Schedule of Work agreed to by the Parties, and shall make all reasonable efforts to complete the work in a timely manner.
- (5) Duty to Correct. Contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the Contract. The Contractor shall bear the cost of correcting such rejected work. If the Contractor fails to correct nonconforming work within a reasonable time, the City may correct it and Contractor shall reimburse the City for the cost of the correction.
- (6) Project Administration/Notice to Proceed. The Public Works Director, or his or her designee, shall administer this Contract and shall have all authority provided for the City under this Contract including all project approvals, including change orders. Contractor shall not commence work until Notice to Proceed has been given by the City. All work performed under this Contract will be monitored and inspected by the Public Works Director or his or her designee, and accepted by same.

C. *Non-Discrimination.*

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

7. **Compensation.** Compensation shall be by Unit Price for each of the 7 categories of work in Schedule 'A' and 4 categories of work in Schedule 'B' as defined in the attached Bid Form/Scope of Work at the bid amounts.

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

Rule 171 (WAC 458-20-171) and its related rules apply to this project. Contractor shall include sales tax in the unit prices bid.

8. Payment

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

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

Initial: _____ (Contractor)

In lieu of a performance and payment bond, the Contractor may request, in writing, that the City retain an additional 10% of the contract amount, on top of required retainage in item 10 below, until 30 days after the date of final acceptance, or until the receipt of all necessary releases from the Department of Revenue, Department of Employment Security, and Department of Labor and Industries, whichever is later and as determined by Revised Code of Washington (RCW) 39.08.010(3).

- A. If the project qualifies under RCW 39.08.010(3) and Contractor chooses to withhold extra retainage, the Contractor will still be required to provide a Maintenance Bond for a period of two years upon notification of physical completion from the Contracting Agency. The project will not be accepted until a Maintenance Bond is provided by the contractor.

10. Retainage. Pursuant to Chapter 60.28 RCW, a sum of five percent (5%) of the monies earned by Contractor will be retained from progress payments. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82, and (2) the claims of any person arising under the Contract. No final payment or release of any retainage will be made until Contractor and each subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7 or other approved

form) that has been certified by the industrial statistician of the Department of Labor and Industries. Also the retainage will not be released until the City has received certification that the Department of Revenue has received due payment of applicable taxes. Once the City has received certification from appropriate departments of the state of Washington, 45 days has passed from the date of acceptance of the Project and the City has not received any claims against the Project, then the City will release the retainage.

11. **Changes.** After execution of the Contract, changes in the Project may be accomplished by change order. The City, without invalidating the Contract, may order changes in the Project within the general scope of the Contract consisting of additions, deletions or other revisions, the contract sum and Contract completion date being adjusted accordingly. Change orders shall be in writing signed by the Parties.
12. **Termination of Contract.** This Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, Contractor shall not be entitled to receive any further payments under the Contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to Contractor. Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.
13. **Responsibility Criteria and Verification by Contractor.** Pursuant to Chapter 39.04 RCW, the following requirements are part of this Contract:

A. *Responsibility Criteria.*

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

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

14. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

4. The City will not waive its right to subrogation against the Contractor. The Contractor's insurance shall be endorsed

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

- F. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of all amendatory endorsements, naming the City as additional named insured, including but not necessarily limited to the additional insured endorsements evidencing the Automobile Liability and Commercial General Liability insurance of Contractor before commencement of the work. Before any exposure to loss may occur, Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.
- G. Subcontractors. Contractor shall ensure that each subcontractor of every tier obtains at a minimum the same insurance coverage and limits as stated herein for Contractor (with the exception of Builders Risk insurance). Upon request of the City, Contractor shall provide evidence of such insurance.
- H. Contractor's Other Losses. Whether insured or not, Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, vehicles, equipment or other personal property; and Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by Contractor, or Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

15. Claims for damages.

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

attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of the City.

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF BLACK DIAMOND

CONTRACTOR

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Office of the City Attorney

Attachments

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Corp. officer signature (not contract signer)

Printed

Title

State of _____

County of _____

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

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

Notary Public (Signature)

Notary Public (Print)

My commission expires _____

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

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

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

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

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

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

Contractor Signature

Date

**CITY OF BLACK DIAMOND
PERFORMANCE BOND**

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

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

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

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

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

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

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

A. Conditions.

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

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

B. Default.

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

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

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

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

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

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

DATED this _____ day of _____, 20____.

SURETY COMPANY
(Signature must be notarized)

DEVELOPER/OWNER
(Signature must be notarized)

By: _____
Its _____

By: _____
Its _____

Print Name: _____

Print Name: _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

CITY OF BLACK DIAMOND

By: _____
Its: _____

Date: _____

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

APPROVED AS TO FORM:

Office of the City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE

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

FORM P-1 / NOTARY BLOCK

(Use For Individual/Sole Proprietor Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: _____

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

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

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: _____

(print or type name)

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

(For Surety Company)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: _____

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

**CITY OF BLACK DIAMOND
MAINTENANCE BOND**

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

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

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

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

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

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

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

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

B. The Principal and Surety agree that the work and improvements installed in the above-
referenced project shall remain free from defects in material, workmanship and installation (or, in the

case of landscaping, shall survive,) for a period of twenty-four (24) months after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twenty-four (24) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.

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

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

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

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

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

E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If

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

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

DATED this ____ day of _____, 20__.

SURETY COMPANY
(Signature must be notarized)

OWNER
(Signature must be notarized)

By: _____
Its _____

By _____
Its _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

CITY OF BLACK DIAMOND

By: _____
Mayor

Date: _____

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

APPROVED AS TO FORM:

Office of the City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE

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

FORM P-1 / NOTARY BLOCK

(Use For Individual/Sole Proprietor Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated:

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

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

(Developer/Owner)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: _____

(print or type name)

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

(Surety Company)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

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

Dated: _____

(print or type name)

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



City of Black Diamond

2021 CITYWIDE ASPHALT OVERLAYS PROJECT

Schedule 'A' - Portions of 4th Ave., 6th Ave., Baker St., Hammond Pl., Park St., and James St.

Schedule 'B' - Portions of 5th Ave. and Railroad Ave.

CITY OFFICIALS

MAYOR:

CAROL BENSON

COUNCIL MEMBERS:

TAMIE DEADY
MELISSA OGLESBEE
CHRIS WISNOSKI
LEIH MULVIHILL
KRISTIANA DE LEON
BERNIE O'DONNELL
DEBBIE PAGE

OWNER:

CITY OF BLACK DIAMOND PUBLIC WORKS DEPARTMENT
24301 ROBERTS DRIVE (DELIVERY)
PO BOX 599 (MAILING)
BLACK DIAMOND, WA 98010
PHONE: (360) 851-4446

PUBLIC WORKS DIRECTOR:

SETH BOETTCHER, P.E.

PROJECT MANAGER:

SCOTT HANIS, CAPITAL PROJECT/PROGRAM MANAGER
shanis@blackdiamondwa.gov

Schedule 'A' is funded by the Washington State Transportation Improvement Board (Project #2-P-800(010)-1) and the City of Black Diamond.
Schedule 'B' is funded by traffic impact fees and the City of Black Diamond.

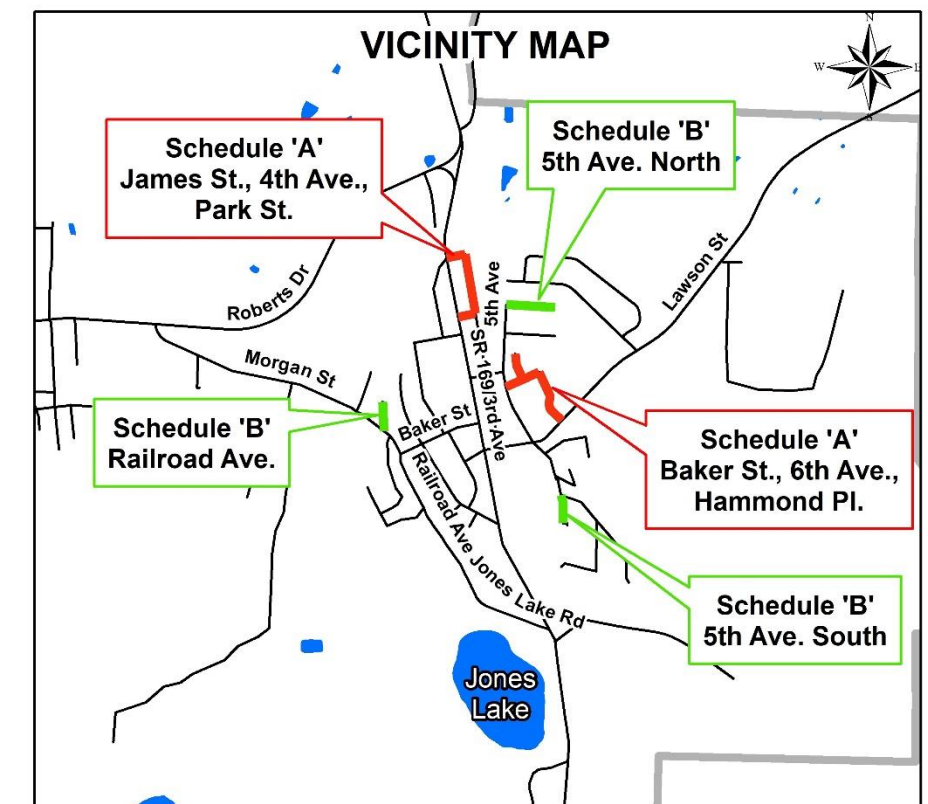
PROJECT DESCRIPTION

THE PROPOSED PROJECT IS BROKEN INTO TWO SCHEDULES.

SCHEDULE 'A' CONSISTS OF ROADWAY PULVERIZATION AND ASPHALT OVERLAY ON PORTIONS OF JAMES ST., 4TH AVE., PARK ST., BAKER ST., HAMMOND PL., AND 6TH AVE. THESE PORTIONS INCLUDE APPROXIMATELY 2,096 LF.

SCHEDULE 'B' CONSISTS OF AN ASPHALT OVERLAY ON RAILROAD AVE. BETWEEN MORGAN ST. AND THE END OF THE ROADWAY. THIS PORTION INCLUDES APPROXIMATELY 218 LF. SCHEDULE 'B' ALSO CONSISTS OF ASPHALT OVERLAYS ON 5TH AVE. AT THE NORTH (WHERE 5TH TURNS TO AN EAST/WEST STREET) AND SOUTH (AT PACIFIC ST.) ENDS OF 5TH AVENUE. THESE PORTIONS INCLUDE APPROXIMATELY 608 LF.

SHEET INDEX	
SHT.#	DESCRIPTION
1	COVER SHEET
2	PROJECT NOTES
3	SCH. 'A' - JAMES ST., 4TH AVE., PARK ST. 0+00 to 9+53
4	SCH. 'A' - BAKER ST., HAMMOND PL., 6TH AVE., STA. 0+00 to 6+80
5	SCH. 'A' - 6TH AVE., STA. 6+80 to 9+23; SCH. 'B' - RAILROAD AVE. STA. 0+00 to 2+18
6	SCH. 'B' - 5TH AVE. NORTH, STA. 0+00 to 2+49; SCH. 'B' - 5TH AVE. SOUTH, STA. 0+00 to 3-59
7	DETAILS



— Schedule A — Street
— Schedule B — City Limits

PROJECT GENERAL NOTES:

1. Unless specifically identified as a duty of the City or Project Representative, on the drawings or in the specifications, all work shown or described on the drawings shall be performed by the Contractor and the Contractor shall furnish all labor, materials, equipment, tools, consumables (including water and power) and incidentals needed to accomplish the work.

2. A pre-construction meeting with City staff and Contractor shall be conducted prior to site mobilization and start of construction.

3. A Spill Prevention, Control, and Countermeasure Plan (SPCC) shall be submitted prior to a Notice to Proceed being issued.

4. All construction shall be in accordance with:

A. The project drawings and specifications, including any amendments.

B. The City of Black Diamond Engineering Design and Construction Standards.

C. The 2021 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, M41-10 (referred to in the project drawings and specifications as the Standard Specifications" or as "WSDOT Std. Specs").

5. In the event of conflicts with these standards, precedence shall be given in the order listed in Item 4 above.

6. Construction truck traffic shall be routed as per the City of Black Diamond Public Works Department. Construction vehicle track-out of dust, dirt or mud may trigger violations of the City of Black Diamond Municipal Code, or other applicable regulations requiring fee, penalty, or street sweeping at the Contractor's expense.

7. Construction activities shall be limited to daytime hours (7:00 AM to 8:00 PM). There shall be no construction on Saturdays, Sundays, and City-observed holidays. Additionally, at such times when the weather conditions adversely impact the Project, the City shall have the authority to close construction activities on the site until conditions are favorable for this type of work.

8. Locations of existing water valves, gas valves, sewer manholes, and monument cases that are within the project limits are shown in the plans. It shall be the responsibility of the Contractor to verify the location of water valves, gas valves, sewer manholes, and monument cases within the project to protect them. Contractor shall protect existing survey monuments and shall perpetuate all monuments in accordance with State regulations; and shall develop and submit required reports, if necessary. Contractor shall protect existing survey markers and property markers. Contractor shall notify utilities for locates at least 72 hours prior to beginning construction.

9. A copy of the approved Plans and Specifications must be on-site whenever construction is in progress.

10. Once mobilized on site, the Contractor shall proceed with the work in a manner that minimizes the duration of the Project and minimizes adverse impacts to property owners, businesses, and the general public.

11. Contractor is solely responsible for developing and submitting a Traffic Control Plan and furnishing traffic control devices and flaggers, including detour signs and information, if allowed by the City.

12. All traffic and pedestrian control and signage shall comply with the latest version of the Manual of Uniform Traffic Control Devices (MUTCD).

13. The Contractor shall restore the public Right-of-Way, including private improvements within the public Right-of-Way, and restore private property, after construction, to a condition equal or better than the condition prior to entry or to start of work.

14. Archaeology: In the event that archaeological or historic materials (including human remains) are discovered during project activities, work in the immediate vicinity shall stop, the area secured, and the City, State Department of Archaeology & Historic Preservation, and concerned tribes notified, and any related issues shall be resolved before construction work continues.

15. Gravel portions of roadway in Schedule 'B' will be graded by the City prior to construction.

16. Limits of Pulverization and Paving will be marked by the City in the field.

17. All existing utilities located within project limits shall be protected and adjusted to grade by the Contractor. Costs for protecting/adjusting existing utilities, monuments, and survey markers are incidental per Section 2-02.4 of the Special Provisions.
- The logo of the City of Black Diamond, Washington, featuring a circular seal with a mountain, a river, and a bridge, surrounded by the text "CITY OF BLACK DIAMOND" and "STATE OF WASHINGTON".
- Author: Scott Hanis
Date: March 30, 2021
- ## 2021 Citywide Asphalt Overlay Project
- PROJECT NOTES
- SHEET 2 OF 7

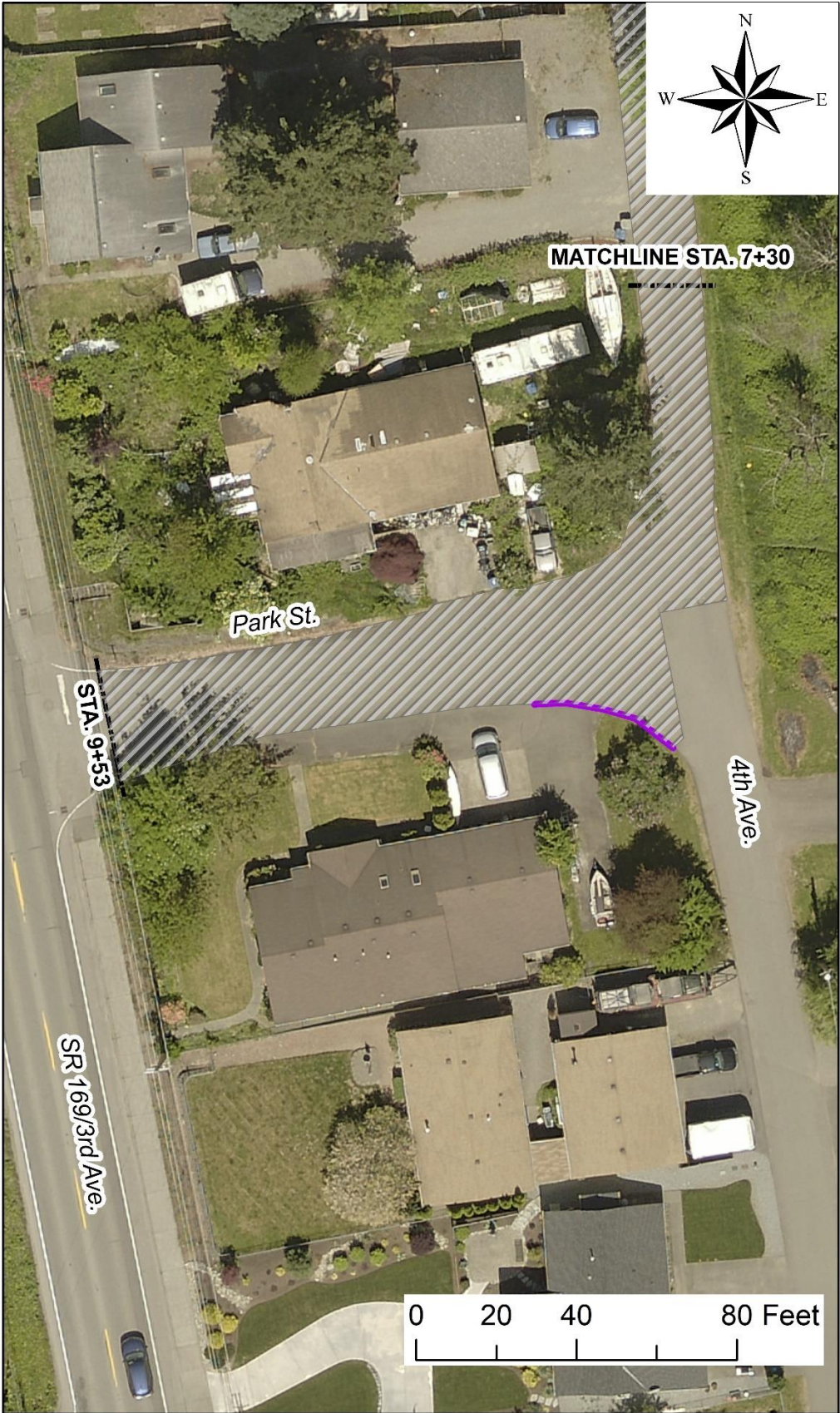
Segment 1 - James St. & 4th Ave.
Sta. 0+00 to 4+20



Segment 2 - 4th Ave.
Sta. 4+20 to 7+30



Segment 3 - 4th Ave. & Park St.
Sta. 7+30 to 9+53



SHEET 3 OF 7

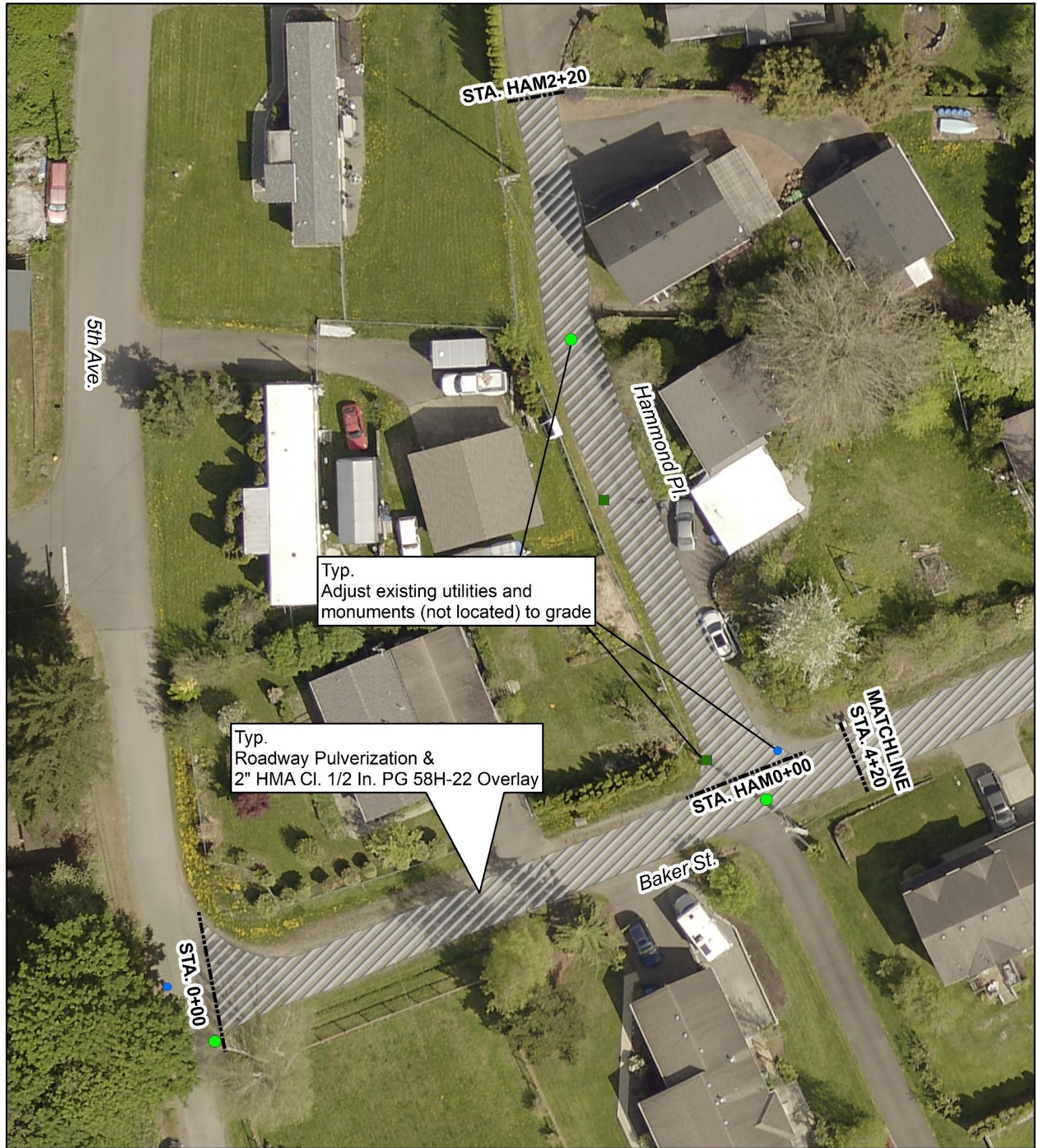


Author: Scott Hanis
Date: March 30, 2021

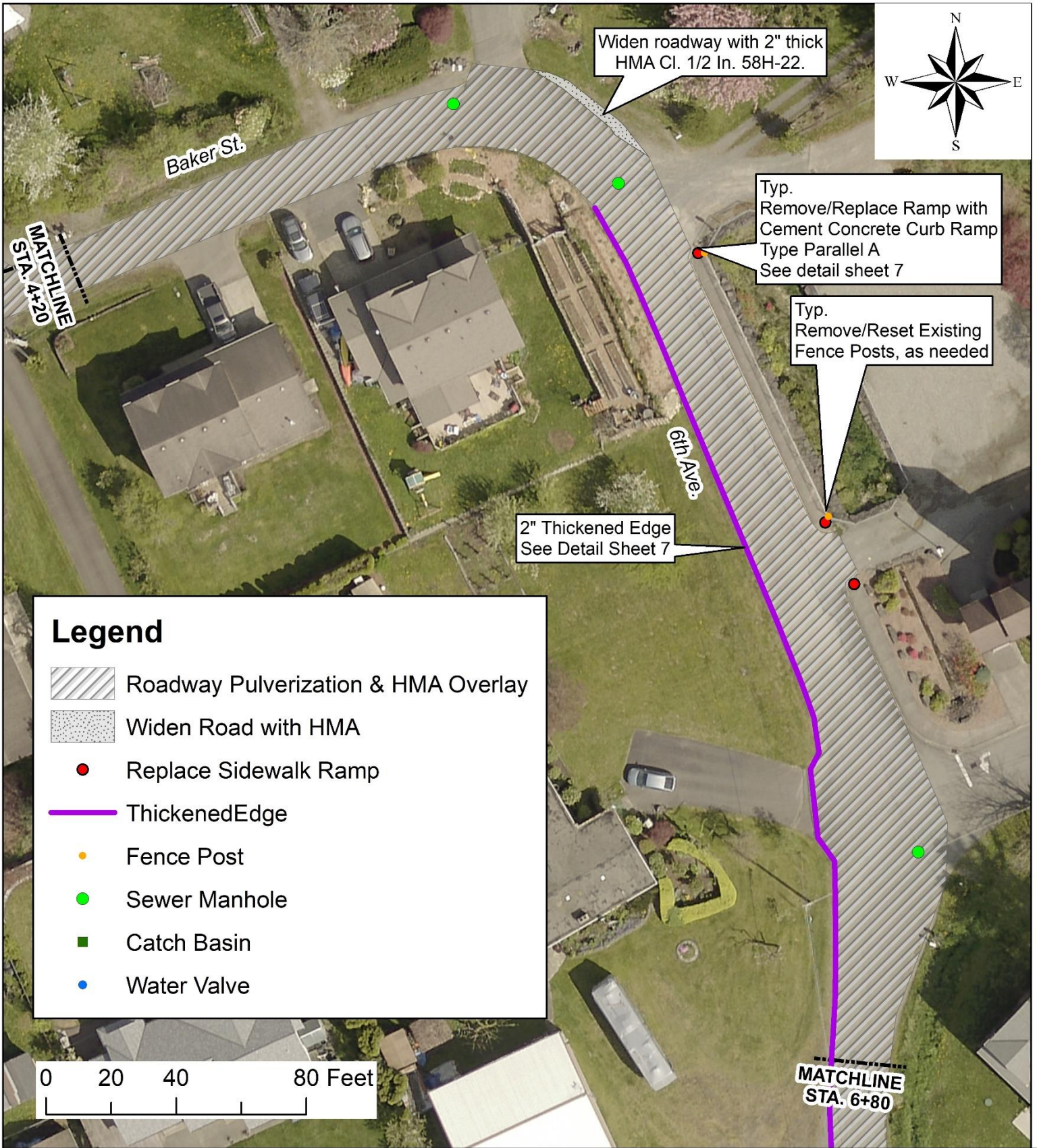
2021 Citywide Asphalt Overlays Project Schedule 'A' - James St., 4th Ave., Park St.

STA. 0+00 to 9+53

Segment 4 - Baker St. Sta. 0+00 to 2+10 &
Hammond Pl. Sta. HAM0+00 to HAM2+20



Segment 5 - Baker St. & 6th Ave.
Sta. 2+10 to 6+80

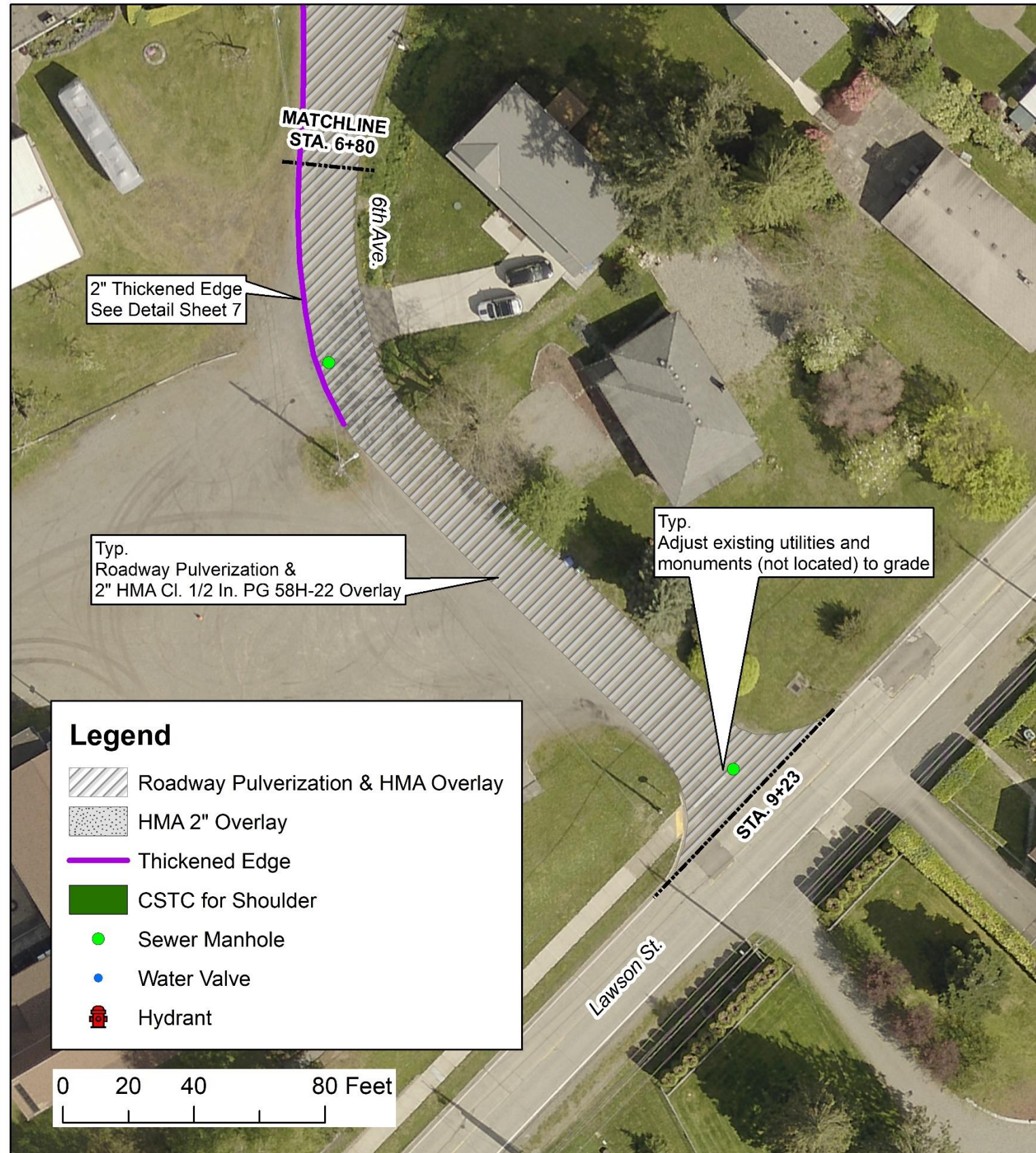


Author: Scott Hanis
Date: March 30, 2021

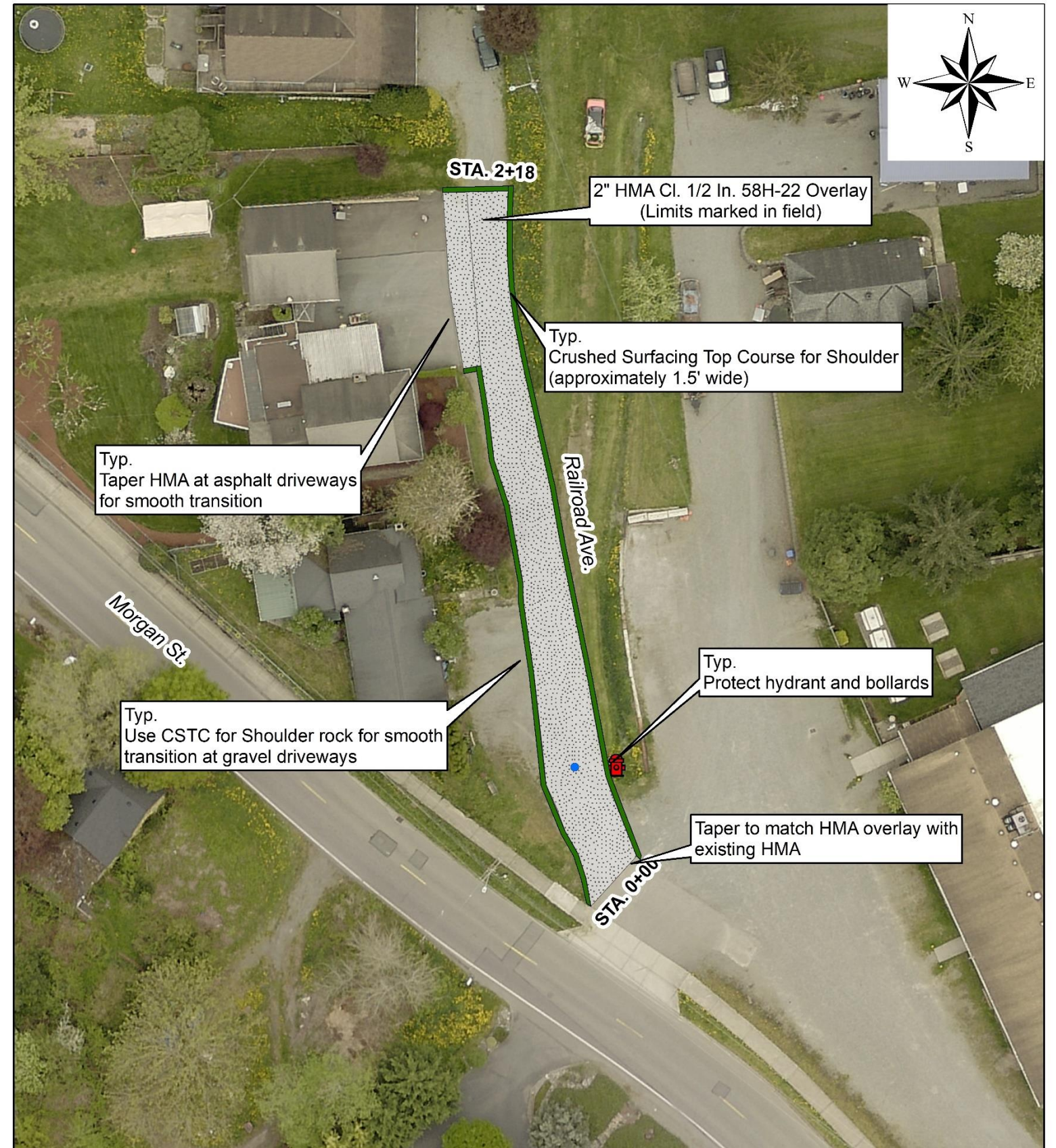
2021 Citywide Asphalt Overlays Project
Schedule 'A' - Baker St., Hammond Pl., 6th Ave.

STA. 0+00 to 6+80

Sch. A Segment 6 - 6th Ave.
Sta. 6+80 to 9+23



Sch. B Segment 1 - Railroad Ave.
Sta. 0+00 to 2+18



SHEET 5 OF 7



Author: Scott Hanis
Date: April 16, 2021

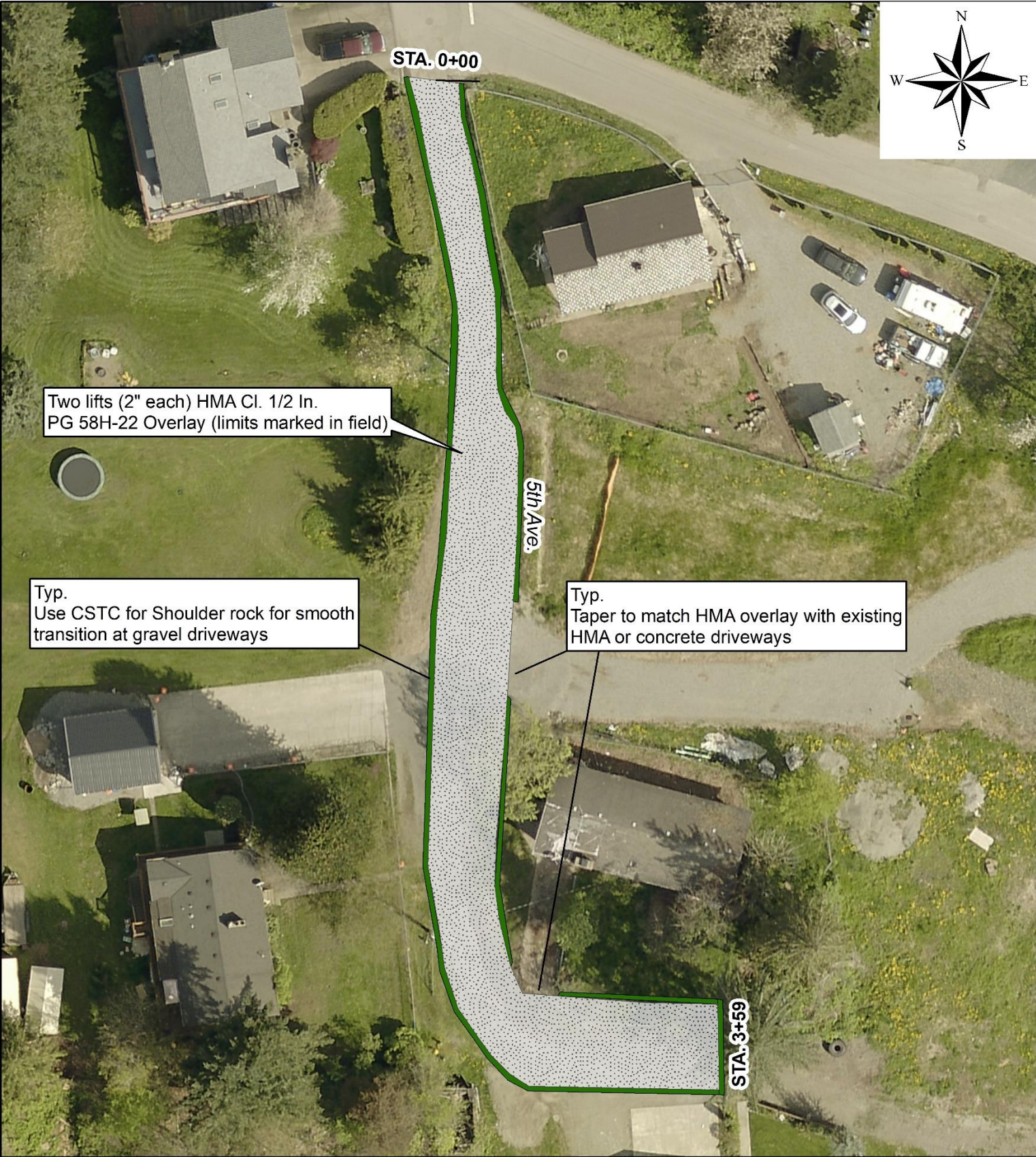
2021 Citywide Asphalt Overlays Project
Schedule 'A' - 6th Ave.
Schedule 'B' - Railroad Ave.

6TH AVE. STA. 6+80 to 9+23
RAILROAD AVE. STA. 0+00 to 2+18

Sch. B Segment 2 - 5th Ave. North
Sta. 0+00 to 2+49



Sch. B Segment 3 - 5th Ave. South
Sta. 0+00 to 3+59



SHEET 6 OF 7

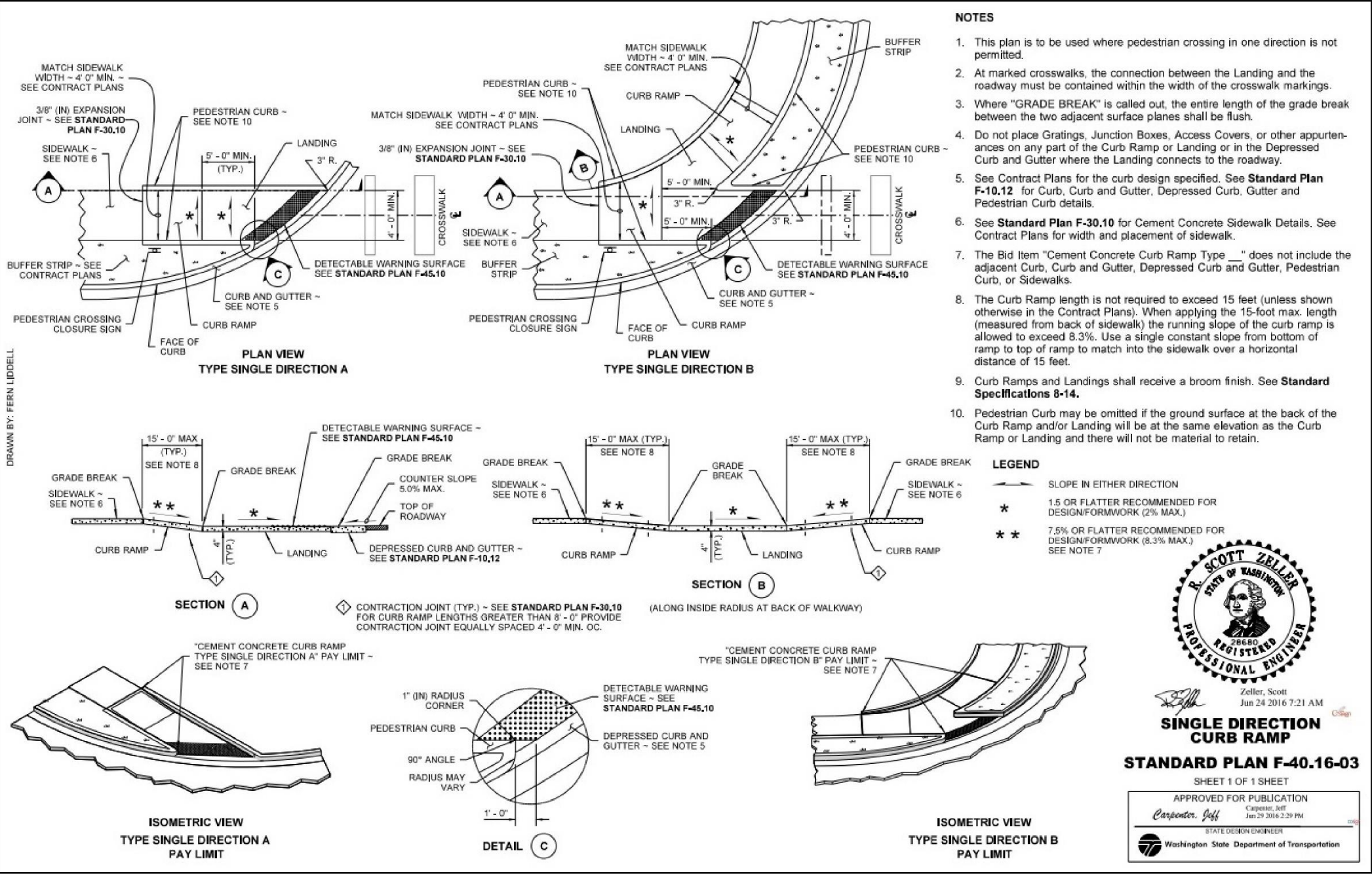


Author: Scott Hanis
Date: March 30, 2021

2021 Citywide Asphalt Overlays Project
Schedule 'B' - 5th Ave. North and South

5TH AVE. NORTH STA. 0+00 to 2+49
5TH AVE. SOUTH STA. 0+00 to 3+59

DETAILS



SINGLE DIRECTION CURB RAMP



INTRODUCTION TO THE SPECIAL PROVISIONS

(*****)

The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2021 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the date of the GSP and its source, as follows:

(May 18, 2007 APWA GSP)

(August 7, 2006 WSDOT GSP)

Also incorporated into the Contract Documents by reference are the following documents, regulations, and/or requirements, which shall supersede any conflicting provisions of the Standard Specifications and are made a part of this contract; provided, however, that if any of the following documents, regulations and or requirements are less restrictive than Washington State Law, then the Washington State Law shall prevail.

- City of Black Diamond 2009 Engineering Design and Construction Standards
- Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any
- Standard Plans for Road, Bridge, and Municipal Construction, WSDOT/APWA, current edition

DIVISION 1

GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(March 13, 1995)

This Contract provides for the asphalt patching and overlay of various locations throughout the City of Black Diamond. Other elements include striping, the installation of crushed surfacing top course along shoulders, and other work, all in accordance with the Contract Plans, Contract Provisions, and the Standard Specifications.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

(January 4, 2016 APWA GSP)

Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with the following:

Dates

Bid Opening Date

The date on which the Contracting Agency publicly opens and reads the Bids.

Award Date

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

Contract Execution Date

The date the Contracting Agency officially binds the Agency to the Contract.

Notice to Proceed Date

The date stated in the Notice to Proceed on which the Contract time begins.

Substantial Completion Date

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date

The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Completion Date

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date

The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

All references to the terms “State” or “state” shall be revised to read “Contracting Agency” unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to “State Materials Laboratory” shall be revised to read “Contracting Agency designated location”.

All references to “final contract voucher certification” shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

Additive

A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate

One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Business Day

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

Contract Bond

The definition in the Standard Specifications for “Contract Bond” applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

Contract Documents

See definition for “Contract”.

Contract Time

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

Notice of Award

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency's acceptance of the Bid Proposal.

Notice to Proceed

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

Traffic

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

1-02 BID PROCEDURES AND CONDITIONS**1-02.1 Prequalification of Bidders**

Delete this section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project. (NOTE: RCW 39.04.350(1) now includes a training element effective July 1, 2019)

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Contract Provisions	2	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	0	Furnished only upon request.

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense.

1-02.9 Delivery of Proposal

(October 1, 2020 APWA GSP, Option A)

Delete this section and replace it with the following:

Each proposal shall be submitted via electronic mail (e-mail) in pdf format to shanis@blackdiamondwa.gov with a signature on the pdf.

The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids.

1-02.10 Withdrawing, Revising, or Supplementing Proposal

(July 23, 2015 APWA GSP)

Delete this section, and replace it with the following:

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn. Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

1-02.12 Public Opening of Proposals

Delete this section and replace it with the following:

Proposals will not be opened and publicly read at the time indicated in the Call for Bids. Bid tabulations will be made available to all bidders and to the public.

1-02.13 Irregular Proposals

(October 1, 2020 APWA GSP)

Delete this section and replace it with the following:

1. A proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidders DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 - k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;

- l. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - n. More than one proposal is submitted for the same project from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be rejected if:
 - a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. Receipt of Addenda is not acknowledged;
 - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - e. If Proposal form entries are not made in ink.

1-02.15 Pre Award Information

(August 14, 2013 APWA GSP)

Revise this section to read:

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify,

defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:

- a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
 6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

In lieu of a performance and payment bond, the Contractor may request, in writing, that the City retain an additional 10% of the contract amount, on top of required retainage in item 10 below, until 30 days after the date of final acceptance, or until the receipt of all necessary releases from the Department of Revenue, Department of Employment Security, and Department of Labor and Industries, whichever is later and as determined by Revised Code of Washington (RCW) 39.08.010(3).

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

1-03.7 Judicial Review ***(November 30, 2018 APWA GSP)***

Revise this section to read:

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

1-04 SCOPE OF THE WORK

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

(December 10, 2020 APWA GSP)

Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Standard Specifications,

6. Contracting Agency's Standard Plans or Details (if any), and
7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

1-05.11(1) Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefor.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

1-05.11(2) Final Inspection and Physical Completion Date

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

Add the following new section:

(October 1, 2005 APWA GSP)

1-05.16 Water and Power

New Section

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

1-07.23 Public Convenience and Safety

1-07.23(1) Construction Under Traffic (January 2, 2012 WSDOT GSP, Option 2)

Work Zone Clear Zone

The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to preexisting conditions or permanent Work. Those work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.

During nonworking hours equipment or materials shall not be within the WZCZ unless they are protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete barrier shall be permitted only if the Engineer approves the installation and location.

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

The Contractor's nonessential vehicles and employees private vehicles shall not be permitted to park within the WZCZ at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing and the Engineer has provided written approval.

Minimum WZCZ distances are measured from the edge of traveled way and will be determined as follows:

Regulatory Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10*
40 mph	15
45 to 55 mph	20
60 mph or greater	30

*or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance

(*****)

Lane closures are subject to the following restrictions:

During nonworking hours, the Contractor shall maintain one lane of traffic in each direction at all times on all roadways.

During working hours, the Contractor may close the road to all traffic provided that adequate detour signage is installed and detour routes are clearly marked as part of the traffic control plan.

If the Engineer determines the permitted lane closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the lane closure hours.

No lane closures will be allowed on a holiday or holiday weekend, or after 12:00 PM (noon) on a day prior to a holiday or holiday weekend. Holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend.

1-08 PROSECUTION AND PROGRESS

1-08.5 Time For Completion

Section 1-08.5 is supplemented with the following:

(*****)

This project shall be physically completed within 25 working days or by October 2, 2020, whichever comes first.

For the purpose of this contract, a working day is defined as any day (or part of a day) in which any construction activity takes place.

1-09.11(3) Time Limitation and Jurisdiction

(November 30, 2018 APWA GSP)

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-10 TEMPORARY TRAFFIC CONTROL

1-10.1 General

The first paragraph of Section 1-10.1 is revised as follows:

(*****)

The Contractor shall provide traffic control plans to the Engineer for review and approval. Plans shall be submitted for review no more than 14 calendar days following award of the contract. Notice to Proceed will not be given until the traffic control plans are approved. Plans shall be in accordance with the MUTCD and the WSDOT "Work Zone Traffic Control Guidelines." A minimum of 5 working days will be required for review. Plans will be developed by the Traffic Control Supervisor or a licensed civil engineer. The plans as provided by the Contractor shall include and not be limited to the following information:

- Minimum lane widths provided for vehicular travel.
- Location, legend, and size for all signage.
- Location of flagger stations.
- Lane closure tapers.
- Identification and spacing for traffic control devices
- Identification of detour routes for road closures

The Contractor shall provide flaggers, signs, and other traffic control devices not otherwise specified as being furnished by the Contracting Agency. The Contractor shall erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public at all times from injury or damage as a result of the Contractor's operations which may occur on

highways, roads, streets, sidewalks, or paths. No work shall be done on or adjacent to any traveled way until all necessary signs and traffic control devices are in place.

1-10.2 Traffic Control Management

1-10.2(1) General

Section 1-10.2(1) is supplemented with the following:

(January 3, 2017 WSDOT GSP)

Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust

27055 Ohio Ave.

Kingston, WA 98346

(360) 297-3035

Evergreen Safety Council

12545 135th Ave. NE

Kirkland, WA 98034-8709

1-800-521-0778 or

(206) 382-4090

The American Traffic Safety Services Association

15 Riverside Parkway, Suite 100

Fredericksburg, Virginia 22406-1022

Training Dept. Toll Free (877) 642-4637

Phone: (540) 368-1701

1-10.2(2) Traffic Control Plans

The first sentence of Section 1-10.2(2) is replaced with the following:

(*****)

Traffic control plans have not been provided by the Owner. The Contractor shall prepare traffic control plans. Traffic control plans shall be prepared based on the requirements set forth in Sections 1-07.23 and 1-10.1 of these Special Provisions.

END OF DIVISION 1

DIVISION 2
EARTHWORK

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.3 Construction Requirements

2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters

Section 2-02.3(3) is supplemented with the following:

(*****)

Existing pavement shall be saw cut before commencing removal. Pavement shall be removed as required for the construction, and approved by the Engineer. Pavement thickness, type, and extent may vary throughout the project but depth of removal will typically be two inches (2"). Removal shall be accomplished by making a neat longitudinal vertical cut along the boundaries of the area to be removed. All cuts shall be continuous, and shall be made with saws specifically equipped for this purpose. No skip cutting will be allowed.

Any pavement, sidewalk, or curb and gutter that is damaged, and not designated for removal as shown on the Plans or preapproved by the Owner, shall be repaired or replaced entirely at the Contractor's expense. The width and location of cuts shall be preapproved by the Engineer before cutting of pavement.

Wheel cutting or jack hammering will not be considered an acceptable means of pavement "cutting," unless preapproved by the Engineer. However, even if preapproved as a method of cutting, or if the Engineer directs the Contractor to utilize this method of cutting, no payment will be made for this type of work; but rather, it shall be considered incidental to the project and as such, included in the various unit prices bid in the Proposal.

Removing Cement Conc. Pavement includes removal of sidewalk, ramps, curbs, and gutters.

Add the following new section:

2-02.3(4) Adjust Existing Monument Case to Grade

New Section

Existing monuments shall be protected and cases adjusted, as necessary. The Contractor shall, prior to the beginning of any work, familiarize himself or herself with the existing monument locations. The Contractor shall mark the location of all monuments prior to paving the new surface. All costs associated with adjusting monuments and cases are considered incidental to the Project.

All saw cutting shall be considered incidental to other bid items in the Proposal and no additional compensation will be made.

Marking existing utilities to be raised, as necessary, by the City shall be considered incidental to other bid items in the Proposal and no additional compensation will be made.

Add the following new section:

2-02.3(5) Adjust Existing Utility to Grade

New Section

As shown in the Plans, existing utilities such as manholes, catch basin frames and grates, water valves, vaults, monitoring wells, and meter boxes shall be adjusted to finished grade. The Contractor shall, prior to the beginning of any work, familiarize himself with the existing utility locations. The Contractor shall mark the location of all utilities prior to paving the new surface.

Adjustments shall be made using rings, bricks, concrete blocks, cement, or other items necessary for each utility. Any damage occurring to the existing utilities, due to the Contractor's operations, shall be repaired at the Contractor's own expense. Final adjustment shall be smooth and flush with finished grade. Unless otherwise provided for in the Special Provisions and Proposal, costs for adjusting utilities

to grade, including coordinating the work with other utilities, shall be incidental to the various items of work and no additional compensation will be allowed.

2-02.4 Vacant

Section 2-02.4 is replaced with the following:

(*****)

2-02.4 Measurement

No measurement will be made for protection and adjusting monuments and utilities. All costs for this Work shall be included in other related bid items included in the Proposal.

No measurement will be made for removal of sidewalks, curbs, and gutters. All costs for this Work shall be included in other related bid items included in the Proposal.

2-06 SUBGRADE PREPARATION

2-06.1 General

Section 2-06.1 is supplemented with the following:

(*****)

This work consists of pulverizing the existing roadway, preparing the base material to provide a temporary travel surface during construction and preparing the base material for pavement restoration base.

2-06.3 Construction Requirements

Section 2-06.3 is supplemented with the following:

(*****)

The Contractor is expected to pulverize the existing roadway and to grade, compact, and maintain pulverized material to provide a temporary travel surface during construction.

Prior to paving, any unsuitable material shall be removed and replaced with suitable material per the requirements in this section. Soft and yielding subgrade shall be corrected and made stable before construction proceeds, as approved in the field by the Engineer. Excess material shall be removed, hauled and disposed at the Contractor's expense. When required, water shall be added to the pulverized material as needed during processing and compaction operations to adhere to optimum moisture content and required compaction.

The Contractor shall grade reclaimed material to a uniform thickness to provide the road base shown on the plans and the Contractor shall compact moisture asphalt concrete treated base mixture to a minimum of 95 percent of its maximum density, as determined by ASTM Test Designation D1557 (Modified Proctor). One test shall be completed for every 100 linear feet of roadway.

The Contractor will provide for compaction testing through the services of a contracted testing laboratory. The Project Engineer will determine the location of the compaction tests, the method of testing, and provide the "approval" of the testing results. All test will be in accordance with Section 2-03.3(14)D.

The Contractor will be responsible for preparation and restoration of all test sites with his or her own equipment, labor, and materials. All costs for preparation and restoration of test sites shall be considered incidental to and included in the unit contract prices of other items in this contract.

Should any of the compaction tests fail these Specifications, the Owner reserves the right to require the Contractor to apply additional compaction effort to obtain the required compaction. No additional compensation will be provided for additional compaction.

2-06.4 Measurement

Section 2-06.4 is supplemented with the following:

(*****)

Measurement of “Roadway Pulverization” shall be per square yard of pulverized material as measured in place.

2-06.5 Payment

Section 2-06.5 is supplemented with the following:

(*****)

Payment for “Roadway Pulverization” shall be full pay for all labor, equipment, tools, and materials required to pulverize the existing roadway, provide temporary travel surface during construction, and prepare the base material for road reconstruction including but not limited to pulverizing, grading, shaping, spreading, stockpiling, compacting, compaction testing, watering, wastehauling unsuitable and/or excess material, and all other related work to provide a stabilized roadway base except as provided for in other bid items.

END OF DIVISION 2

DIVISION 3

AGGREGATE PRODUCTION AND ACCEPTANCE

3-01 PRODUCTION FROM QUARRY AND PIT SITES

3-01.2 Material Sources, General Requirements

3-01.2(1) Approval of Source

Section 3-01.2(1) is supplemented with the following:

(*****)

The Contractor shall make arrangements to obtain the necessary materials at no expense to the City, and all cost of acquiring, producing, and placing this material in the finished work shall be included in the unit contract prices for the various items involved.

3-01.6 Payment

Delete Section 3-01.6 and replace it with the following:

(*****)

All work covered under Division 3, which is performed by the Contractor, shall be considered included in the costs for furnishing or materials. All costs of acquiring, producing, and placing this material in the finished work shall be included in the unit and lump sum contract prices for the various items involved.

END OF DIVISION 3

DIVISION 4

BASES

4-04 BALLAST AND CRUSHED SURFACING

4-04.3 Construction Requirements

4-04.3(5) Shaping and Compaction

Section 4-04.3(5) is supplemented with the following:

(*****)

Crushed Surfacing Top Course for shoulder shall be placed on the shoulder and shall match the depth of new asphalt overlay and tapered down to match existing gravel/vegetation at a width of 1 foot – 1.5 feet.

END OF DIVISION 4

DIVISION 5
SURFACE TREATMENTS AND PAVEMENTS

5-04 HOT MIX ASPHALT
5-04 Hot Mix Asphalt
(July 18, 2018 APWA GSP)

Delete Section 5-04 and amendments, Hot Mix Asphalt and replace it with the following:

5-04.1 Description

This Work shall consist of providing and placing one or more layers of plant-mixed hot mix asphalt (HMA) on a prepared foundation or base in accordance with these Specifications and the lines, grades, thicknesses, and typical cross-sections shown in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with these Specifications. WMA processes include organic additives, chemical additives, and foaming.

HMA shall be composed of asphalt binder and mineral materials as may be required, mixed in the proportions specified to provide a homogeneous, stable, and workable mixture.

5-04.2 Materials

Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4
HMA Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement	9-03.8(3)B
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21
Portland Cement	9-01
Sand	9-03.1(2)
(As noted in 5-04.3(5)C for crack sealing)	
Joint Sealant	9-04.2
Foam Backer Rod	9-04.2(3)A

The Contract documents may establish that the various mineral materials required for the manufacture of HMA will be furnished in whole or in part by the Contracting Agency. If the documents do not establish the furnishing of any of these mineral materials by the Contracting Agency, the Contractor shall be required to furnish such materials in the amounts required for the designated mix. Mineral materials include coarse and fine aggregates, and mineral filler.

The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production of HMA. The RAP may be from pavements removed under the Contract, if any, or pavement material from an existing stockpile.

The Contractor may use up to 20 percent RAP by total weight of HMA with no additional sampling or testing of the RAP. The RAP shall be sampled and tested at a frequency of one sample for every 1,000 tons produced and not less than ten samples per project. The asphalt content and gradation test data shall be reported to the Contracting Agency when submitting the mix design for approval on the QPL. The Contractor shall include the RAP as part of the mix design as defined in these Specifications.

The grade of asphalt binder shall be as required by the Contract. Blending of asphalt binder from different sources is not permitted.

The Contractor may only use warm mix asphalt (WMA) processes in the production of HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to the Engineer for approval the process that is proposed and how it will be used in the manufacture of HMA.

Production of aggregates shall comply with the requirements of Section 3-01. Preparation of stockpile site, the stockpiling of aggregates, and the removal of aggregates from stockpiles shall comply with the requirements of Section 3-02.

5-04.2(1) How to Get an HMA Mix Design on the QPL

If the contractor wishes to submit a mix design for inclusion in the Qualified Products List (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).

5-04.2(1)A Vacant

5-04.2(2) Mix Design – Obtaining Project Approval

No paving shall begin prior to the approval of the mix design by the Engineer.

Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. The Proposal quantity of HMA that is accepted by commercial evaluation will be excluded from the quantities used in the determination of nonstatistical evaluation.

Nonstatistical Mix Design. Fifteen days prior to the first day of paving the contractor shall provide one of the following mix design verification certifications for Contracting Agency review;

- The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of the mix design verification certifications listed below.

- The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.
- The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date.**

The mix design shall be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO: resource proficiency sample program.

Mix designs for HMA accepted by Nonstatistical evaluation shall;

- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).
- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324, or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

At the discretion of the Engineer, agencies may accept verified mix designs older than 12 months from the original verification date with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

Commercial Evaluation Approval of a mix design for "Commercial Evaluation" will be based on a review of the Contractor's submittal of WSDOT Form 350-042 (For commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the current WSDOT QPL or from one of the processes allowed by this section. Testing of the HMA by the Contracting Agency for mix design approval is not required.

For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and design level of Equivalent Single Axle Loads (ESAL's) appropriate for the required use.

5-04.2(2)B Using Warm Mix Asphalt Processes

The Contractor may elect to use additives that reduce the optimum mixing temperature or serve as a compaction aid for producing HMA. Additives include organic additives, chemical additives and foaming processes. The use of Additives is subject to the following:

- Do not use additives that reduce the mixing temperature more than allowed in Section 5-04.3(6) in the production of mixtures.
- Before using additives, obtain the Engineer's approval using WSDOT Form 350-076 to describe the proposed additive and process.

5-04.3 Construction Requirements

5-04.3(1) Weather Limitations

Do not place HMA for wearing course on any Traveled Way beginning October 1st through March 31st of the following year without written concurrence from the Engineer.

Do not place HMA on any wet surface, or when the average surface temperatures are less than those specified below, or when weather conditions otherwise prevent the proper handling or finishing of the HMA.

Minimum Surface Temperature for Paving

Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55°F	45°F
0.10 to .20	45°F	35°F
More than 0.20	35°F	35°F

5-04.3(2) Paving Under Traffic

When the Roadway being paved is open to traffic, the requirements of this Section shall apply.

The Contractor shall keep intersections open to traffic at all times except when paving the intersection or paving across the intersection. During such time, and provided that there has been an advance warning to the public, the intersection may be closed for the minimum time required to place and compact the mixture. In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

Before closing an intersection, advance warning signs shall be placed and signs shall also be placed marking the detour or alternate route.

During paving operations, temporary pavement markings shall be maintained throughout the project. Temporary pavement markings shall be installed on the Roadway prior to opening to traffic. Temporary pavement markings shall be in accordance with Section 8-23.

All costs in connection with performing the Work in accordance with these requirements, except the cost of temporary pavement markings, shall be included in the unit Contract prices for the various Bid items involved in the Contract.

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

Plants used for the preparation of HMA shall conform to the following requirements:

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.
2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.
3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.
4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).
5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:
 - a. A mechanical sampling device attached to the HMA plant.
 - b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

5-04.3(3)B Hauling Equipment

Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a cover of canvas or other suitable material of sufficient size to protect the mixture from adverse weather. Whenever the weather conditions during the work shift include, or are forecast to include, precipitation or an air temperature less than 45°F or when time from loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect the HMA.

The contractor shall provide an environmentally benign means to prevent the HMA mixture from adhering to the hauling equipment. Excess release agent shall be drained prior to filling hauling equipment with HMA. Petroleum derivatives or other coating material that

contaminate or alter the characteristics of the HMA shall not be used. For live bed trucks, the conveyer shall be in operation during the process of applying the release agent.

5-04.3(3)C Pavers

HMA pavers shall be self-contained, power-propelled units, provided with an internally heated vibratory screed and shall be capable of spreading and finishing courses of HMA plant mix material in lane widths required by the paving section shown in the Plans.

The HMA paver shall be in good condition and shall have the most current equipment available from the manufacturer for the prevention of segregation of the HMA mixture installed, in good condition, and in working order. The equipment certification shall list the make, model, and year of the paver and any equipment that has been retrofitted.

The screed shall be operated in accordance with the manufacturer's recommendations and shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, segregating, or gouging the mixture. A copy of the manufacturer's recommendations shall be provided upon request by the Contracting Agency. Extensions will be allowed provided they produce the same results, including ride, density, and surface texture as obtained by the primary screed. Extensions without augers and an internally heated vibratory screed shall not be used in the Traveled Way.

When specified in the Contract, reference lines for vertical control will be required. Lines shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line will be permitted. The grade and slope for intermediate lanes shall be controlled automatically from reference lines or by means of a mat referencing device and a slope control device. When the finish of the grade prepared for paving is superior to the established tolerances and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and smoothness can best be achieved without the use of the reference line, a mat referencing device may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may be used subject to the approval of the Engineer. The reference line may be removed after the completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

The Contractor shall furnish and install all pins, brackets, tensioning devices, wire, and accessories necessary for satisfactory operation of the automatic control equipment.

If the paving machine in use is not providing the required finish, the Engineer may suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled on the pavement shall be thoroughly removed before paving proceeds.

5-04.3(3)D Material Transfer Device or Material Transfer Vehicle

A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's approval, unless other-wise required by the contract.

Where an MTD/V is required by the contract, the Engineer may approve paving without an MTD/V, at the request of the Contractor. The Engineer will determine if an equitable adjustment in cost or time is due.

When used, the MTD/V shall mix the HMA after delivery by the hauling equipment and prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform temperature throughout the mixture. If a windrow elevator is used, the length of the windrow may be limited in urban areas or through intersections, at the discretion of the Engineer.

To be approved for use, an MTV:

1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.
2. Shall not be connected to the hauling vehicle or paver.
3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
4. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

To be approved for use, an MTD:

1. Shall be positively connected to the paver.
2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
3. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

5-04.3(3)E Rollers

Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good condition and capable of reversing without backlash. Operation of the roller shall be in accordance with the manufacturer's recommendations. When ordered by the Engineer for any roller planned for use on the project, the Contractor shall provide a copy of the manufacturer's recommendation for the use of that roller for compaction of HMA. The number and weight of rollers shall be sufficient to compact the mixture in compliance with the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.

5-04.3(4) Preparation of Existing Paved Surfaces

When the surface of the existing pavement or old base is irregular, the Contractor shall bring it to a uniform grade and cross-section as shown on the Plans or approved by the Engineer.

Preleveling of uneven or broken surfaces over which HMA is to be placed may be accomplished by using an asphalt paver, a motor patrol grader, or by hand raking, as approved by the Engineer.

Compaction of preleveling HMA shall be to the satisfaction of the Engineer and may require the use of small steel wheel rollers, plate compactors, or pneumatic rollers to avoid bridging across preleveled areas by the compaction equipment. Equipment used for the compaction of preleveling HMA shall be approved by the Engineer.

Before construction of HMA on an existing paved surface, the entire surface of the pavement shall be clean. All fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement. All pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. All holes and small depressions shall be filled with an appropriate class of HMA. The surface of the patched area shall be leveled and compacted thoroughly. Prior to the application of tack coat, or paving, the condition of the surface shall be approved by the Engineer.

A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA is to be placed or abutted; except that tack coat may be omitted from clean, newly paved surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover the existing pavement with a thin film of residual asphalt free of streaks and bare spots at a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of application shall be approved by the Engineer. A heavy application of tack coat shall be applied to all joints. For Roadways open to traffic, the application of tack coat shall be limited to surfaces that will be paved during the same working shift. The spreading equipment shall be equipped with a thermometer to indicate the temperature of the tack coat material.

Equipment shall not operate on tacked surfaces until the tack has broken and cured. If the Contractor's operation damages the tack coat it shall be repaired prior to placement of the HMA.

The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h emulsified asphalt may be diluted once with water at a rate not to exceed one part water to one part emulsified asphalt. The tack coat shall have sufficient temperature such that it may be applied uniformly at the specified rate of application and shall not exceed the maximum temperature recommended by the emulsified asphalt manufacturer.

5-04.3(4)A Crack Sealing

5-04.3(4)A1 General

When the Proposal includes a pay item for crack sealing, seal all cracks $\frac{1}{4}$ inch in width and greater.

Cleaning: Ensure that cracks are thoroughly clean, dry and free of all loose and foreign material when filling with crack sealant material. Use a hot compressed air lance to dry and warm the pavement surfaces within the crack immediately prior to filling a crack with the

sealant material. Do not overheat pavement. Do not use direct flame dryers. Routing cracks is not required.

Sand Slurry: For cracks that are to be filled with sand slurry, thoroughly mix the components and pour the mixture into the cracks until full. Add additional CSS-1 cationic emulsified asphalt to the sand slurry as needed for workability to ensure the mixture will completely fill the cracks. Strike off the sand slurry flush with the existing pavement surface and allow the mixture to cure. Top off cracks that were not completely filled with additional sand slurry. Do not place the HMA overlay until the slurry has fully cured.

The sand slurry shall consist of approximately 20 percent CSS-1 emulsified asphalt, approximately 2 percent portland cement, water (if required), and the remainder clean Class 1 or 2 fine aggregate per section 9-03.1(2). The components shall be thoroughly mixed and then poured into the cracks and joints until full. The following day, any cracks or joints that are not completely filled shall be topped off with additional sand slurry. After the sand slurry is placed, the filler shall be struck off flush with the existing pavement surface and allowed to cure. The HMA overlay shall not be placed until the slurry has fully cured. The requirements of Section 1-06 will not apply to the portland cement and sand used in the sand slurry.

In areas where HMA will be placed, use sand slurry to fill the cracks.

In areas where HMA will not be placed, fill the cracks as follows:

1. Cracks $\frac{1}{4}$ inch to 1 inch in width - fill with hot poured sealant.
2. Cracks greater than 1 inch in width – fill with sand slurry.

Hot Poured Sealant: For cracks that are to be filled with hot poured sealant, apply the material in accordance with these requirements and the manufacturer's recommendations. Furnish a Type 1 Working Drawing of the manufacturer's product information and recommendations to the Engineer prior to the start of work, including the manufacturer's recommended heating time and temperatures, allowable storage time and temperatures after initial heating, allowable reheating criteria, and application temperature range. Confine hot poured sealant material within the crack. Clean any overflow of sealant from the pavement surface. If, in the opinion of the Engineer, the Contractor's method of sealing the cracks with hot poured sealant results in an excessive amount of material on the pavement surface, stop and correct the operation to eliminate the excess material.

5-04.3(4)A2 Crack Sealing Areas Prior to Paving

In areas where HMA will be placed, use sand slurry to fill the cracks.

5-04.3(4)A3 Crack Sealing Areas Not to be Paved

In areas where HMA will not be placed, fill the cracks as follows:

- A. Cracks $\frac{1}{4}$ inch to 1 inch in width - fill with hot poured sealant.
- B. Cracks greater than 1 inch in width – fill with sand slurry.

5-04.3(4)B Vacant

5-04.3(4)C Pavement Repair

The Contractor shall excavate pavement repair areas and shall backfill these with HMA in accordance with the details shown in the Plans and as marked in the field. The Contractor shall conduct the excavation operations in a manner that will protect the pavement that is to remain. Pavement not designated to be removed that is damaged as a result of the Contractor's operations shall be repaired by the Contractor to the satisfaction of the Engineer at no cost to the Contracting Agency. The Contractor shall excavate only within one lane at a time unless approved otherwise by the Engineer. The Contractor shall not excavate more area than can be completely finished during the same shift, unless approved by the Engineer.

Unless otherwise shown in the Plans or determined by the Engineer, excavate to a maximum depth of 4 inches. The Engineer will make the final determination of the excavation depth required. Anticipated excavation beyond existing pavement depth limited. The minimum width of any pavement repair area shall be 40 inches unless shown otherwise in the Plans. Before any excavation, the existing pavement shall be sawcut or shall be removed by a pavement grinder. Excavated materials will become the property of the Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy application of tack coat shall be applied to all surfaces of existing pavement in the pavement repair area.

Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished with the approval of the Engineer. Each lift shall be thoroughly compacted by a mechanical tamper or a roller.

5-04.3(5) Producing/Stockpiling Aggregates and RAP

Aggregates and RAP shall be stockpiled according to the requirements of Section 3-02. Sufficient storage space shall be provided for each size of aggregate and RAP. Materials shall be removed from stockpile(s) in a manner to ensure minimal segregation when being moved to the HMA plant for processing into the final mixture. Different aggregate sizes shall be kept separated until they have been delivered to the HMA plant.

5-04.3(5)A Vacant

5-04.3(6) Mixing

After the required amount of mineral materials, asphalt binder, recycling agent and anti-stripping additives have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials is ensured.

When discharged, the temperature of the HMA shall not exceed the optimum mixing temperature by more than 25°F as shown on the reference mix design report or as approved by the Engineer. Also, when a WMA additive is included in the manufacture of HMA, the discharge temperature of the HMA shall not exceed the maximum recommended by the manufacturer of the WMA additive. A maximum water content of 2 percent in the mix, at discharge, will be allowed providing the water causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these problems, the moisture content shall be reduced as directed by the Engineer.

Storing or holding of the HMA in approved storage facilities will be permitted with approval of the Engineer, but in no event shall the HMA be held for more than 24 hours. HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be disposed of by the Contractor at no expense to the Contracting Agency. The storage facility shall have an accessible device located at the top of the cone or about the third point. The device shall indicate the amount of material in storage. No HMA shall be accepted from the storage facility when the HMA in storage is below the top of the cone of the storage facility, except as the storage facility is being emptied at the end of the working shift.

Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is evidence of the recycled asphalt pavement not breaking down during the heating and mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until changes have been approved by the Engineer. After the required amount of mineral materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials, and RAP is ensured.

5-04.3(7) Spreading and Finishing

The mixture shall be laid upon an approved surface, spread, and struck off to the grade and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used to distribute the mixture. Unless otherwise directed by the Engineer, the nominal compacted depth of any layer of any course shall not exceed the following:

HMA Class 1"	0.35 feet
HMA Class ¾" and HMA Class ½"	
wearing course	0.30 feet
other courses	0.35 feet
HMA Class ⅜"	0.15 feet

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the paving may be done with other equipment or by hand.

When more than one JMF is being utilized to produce HMA, the material produced for each JMF shall be placed by separate spreading and compacting equipment. The intermingling of HMA produced from more than one JMF is prohibited. Each strip of HMA placed during a

work shift shall conform to a single JMF established for the class of HMA specified unless there is a need to make an adjustment in the JMF.

5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA

For HMA accepted by nonstatistical evaluation the aggregate properties of sand equivalent, uncompacted void content and fracture will be evaluated in accordance with Section 3-04. Sampling and testing of aggregates for HMA accepted by commercial evaluation will be at the option of the Engineer.

5-04.3(9) HMA Mixture Acceptance

Acceptance of HMA shall be as provided under nonstatistical, or commercial evaluation.

Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial Evaluation is specified.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Engineer.

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Engineer and may be made in accordance with this section.

HMA Tolerances and Adjustments

1. **Job Mix Formula Tolerances** – The constituents of the mixture at the time of acceptance shall be within tolerance. The tolerance limits will be established as follows:

For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2

Property	Non-Statistical Evaluation	Commercial Evaluation
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

For Aggregates in the mixture:

- a. First, determine preliminary upper and lower acceptance limits by applying the following tolerances to the approved JMF.

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", ¾", ½", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/- 6%	+/- 8%
No. 8 Sieve	+/- 6%	+/- 8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

- b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the

upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.

2. Job Mix Formula Adjustments – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.
 - a. **Aggregates** –2 percent for the aggregate passing the 1½", 1", ¾", ½", ⅜", and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).
 - b. **Asphalt Binder Content** – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent

5-04.3(9)A Vacant

5-04.3(9)B Vacant

5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation

HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the Contracting Agency by dividing the HMA tonnage into lots.

5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to one day's production or 800 tons, whichever is less except that the final subplot will be a minimum of 400 tons and may be increased to 1200 tons.

All of the test results obtained from the acceptance samples from a given lot shall be evaluated collectively. If the Contractor requests a change to the JMF that is approved, the material produced after the change will be evaluated on the basis of the new JMF for the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

Sampling and testing for evaluation shall be performed on the frequency of one sample per subplot.

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

Samples for acceptance testing shall be obtained by the Contractor when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer and in accordance with AASH-TO T 168. A minimum of three samples should be taken for each class of HMA placed on a project. If used in a structural application, at least one of the three samples shall to be tested.

Sampling and testing HMA in a Structural application where quantities are less than 400 tons is at the discretion of the Engineer.

For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In all cases, a minimum of 3 samples will be obtained at the point of acceptance, a minimum of one of the three samples will be tested for conformance to the JMF:

- If the test results are found to be within specification requirements, additional testing will be at the Engineer's discretion.
- If test results are found not to be within specification requirements, additional testing of the remaining samples to determine a Composite Pay Factor (CPF) shall be performed.

5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing

Testing of HMA for compliance of V_a will at the option of the Contracting Agency. If tested, compliance of V_a will use WSDOT SOP 731.

Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308.

Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors

For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting Agency will determine a Composite Pay Factor (CPF) using the following price adjustment factors:

Table of Price Adjustment Factors	
Constituent	Factor “f”
All aggregate passing: 1½", 1", ¾", ½", ⅜" and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (V_a) (where applicable)	20

Each lot of HMA produced under Nonstatistical Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment Factors, the lot

shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the Roadway shall be tested to provide a minimum of three sets of results for evaluation.

5-04.3(9)C5 Vacant

5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments

For each lot of HMA mix produced under Nonstatistical Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The total job mix compliance price adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests

The Contractor may request a subplot be retested. To request a retest, the Contractor shall submit a written request within 7 calendar days after the specific test results have been received. A split of the original acceptance sample will be retested. The split of the sample will not be tested with the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and, at the option of the agency, V_a . The results of the retest will be used for the acceptance of the HMA in place of the original subplot sample test results. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of \$500 per sample.

5-04.3 (9)D Mixture Acceptance – Commercial Evaluation

If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

For each lot of HMA mix produced and tested under Commercial Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

5-04.3(10) HMA Compaction Acceptance

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a Composite Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density). The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

Tests for the determination of the pavement density will be taken in accordance with the required procedures for measurement by a nuclear density gauge or roadway cores after completion of the finish rolling.

If the Contracting Agency uses a nuclear density gauge to determine density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the mix is placed and prior to opening to traffic.

Roadway cores for density may be obtained by either the Contracting Agency or the Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches minimum, unless otherwise approved by the Engineer. Roadway cores will be tested by the Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.

If the Contract includes the Bid item "Roadway Core" the cores shall be obtained by the Contractor in the presence of the Engineer on the same day the mix is placed and at locations designated by the Engineer. If the Contract does not include the Bid item "Roadway Core" the Contracting Agency will obtain the cores.

For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

Test Results

For a subplot that has been tested with a nuclear density gauge that did not meet the minimum of 92 percent of the reference maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core be used for determination of the relative density of the subplot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the subplot and will be used for calculation of the CPF and acceptance of HMA compaction lot.

When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the subplot have been provided or made available to the Contractor. Core locations shall be outside of wheel paths and as determined by the Engineer. Traffic control shall be provided by the Contractor as requested by the Engineer. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for cores. When the CPF for the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will be deducted from any monies due or that may become due the Contractor under the Contract at the rate of \$200 per core and the Contractor shall pay for the cost of the traffic control.

5-04.3(10)A HMA Compaction – General Compaction Requirements

Compaction shall take place when the mixture is in the proper condition so that no undue displacement, cracking, or shoving occurs. Areas inaccessible to large compaction equipment shall be compacted by other mechanical means. Any HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective, shall be removed and replaced with new hot mix that shall be immediately compacted to conform to the surrounding area.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided the specified densities are attained. Unless the Engineer has approved otherwise, rollers shall only be operated in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, a roller shall not be operated in a mode that results in checking or cracking of the mat. Rollers shall only be operated in static mode on bridge decks.

5-04.3(10)B HMA Compaction – Cyclic Density

Low cyclic density areas are defined as spots or streaks in the pavement that are less than 90 percent of the theoretical maximum density. At the Engineer's discretion, the Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will follow WSDOT SOP 733. A \$500 Cyclic Density Price Adjustment will be assessed for any 500-foot section with two or more density readings below 90 percent of the theoretical maximum density.

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

5-04.3(10)D1 HMA Nonstatistical Compaction – Lots and Sublots

HMA compaction which is accepted by nonstatistical evaluation will be based on acceptance testing performed by the Contracting Agency dividing the project into compaction lots.

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to one day's production or 400 tons, whichever is less except that the final subplot will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per subplot per WSDOT T 738.

The subplot locations within each density lot will be determined by the Engineer. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used to prelevel wheel ruts shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing

The location of the HMA compaction acceptance tests will be randomly selected by the Engineer from within each subplot, with one test per subplot.

5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments

For each compaction lot with one or two sublots, having all sublots attain a relative density that is 92 percent of the reference maximum density the HMA shall be accepted at the unit Contract price with no further evaluation. When a subplot does not attain a relative density that is 92 percent of the reference maximum density, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The maximum CPF shall be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by either a nuclear moisture-density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

For compaction below the required 92% a Non-Conforming Compaction Factor (NCCF) will be determined. The NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit Contract price per ton of mix.

5-04.3(11) Reject Work

5-04.3(11)A Reject Work General

Work that is defective or does not conform to Contract requirements shall be rejected. The Contractor may propose, in writing, alternatives to removal and replacement of rejected material. Acceptability of such alternative proposals will be determined at the sole discretion of the Engineer. HMA that has been rejected is subject to the requirements in Section 1-06.2(2) and this specification, and the Contractor shall submit a corrective action proposal to the Engineer for approval.

5-04.3(11)B Rejection by Contractor

The Contractor may, prior to sampling, elect to remove any defective material and replace it with new material. Any such new material will be sampled, tested, and evaluated for acceptance.

5-04.3(11)C Rejection Without Testing (Mixture or Compaction)

The Engineer may, without sampling, reject any batch, load, or section of Roadway that appears defective. Material rejected before placement shall not be incorporated into the pavement. Any rejected section of Roadway shall be removed.

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests that the rejected material be tested. If the Contractor elects to have the rejected material tested, a minimum of three representative samples will be obtained and tested. Acceptance of rejected material will be based on conformance with the nonstatistical acceptance Specification. If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material; in addition, the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the material is rejected before placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

5-04.3(11)D Rejection - A Partial Sublot

In addition to the random acceptance sampling and testing, the Engineer may also isolate from a normal sublot any material that is suspected of being defective in relative density, gradation or asphalt binder content. Such isolated material will not include an original sample location. A minimum of three random samples of the suspect material will be obtained and tested. The material will then be statistically evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)E Rejection - An Entire Sublot

An entire sublot that is suspected of being defective may be rejected. When a sublot is rejected a minimum of two additional random samples from this sublot will be obtained. These additional samples and the original sublot will be evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)F Rejection - A Lot in Progress

The Contractor shall shut down operations and shall not resume HMA placement until such time as the Engineer is satisfied that material conforming to the Specifications can be produced:

1. When the Composite Pay Factor (CPF) of a lot in progress drops below 1.00 and the Contractor is taking no corrective action, or
2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95 and the Contractor is taking no corrective action, or
3. When either the PF_i for any constituent or the CPF of a lot in progress is less than 0.75.

5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)

An entire lot with a CPF of less than 0.75 will be rejected.

5-04.3(12) Joints

5-04.3(12)A HMA Joints

5-04.3(12)A1 Transverse Joints

The Contractor shall conduct operations such that the placing of the top or wearing course is a continuous operation or as close to continuous as possible. Unscheduled transverse joints will be allowed and the roller may pass over the unprotected end of the freshly laid mixture only when the placement of the course must be discontinued for such a length of time that the mixture will cool below compaction temperature. When the Work is resumed, the previously compacted mixture shall be cut back to produce a slightly beveled edge for the full thickness of the course.

A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a transverse joint as a result of paving or planing is open to traffic. The HMA in the temporary wedge shall be separated from the permanent HMA by strips of heavy wrapping paper or other methods approved by the Engineer. The wrapping paper shall be removed and the joint trimmed to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

The material that is cut away shall be wasted and new mix shall be laid against the cut. Rollers or tamping irons shall be used to seal the joint.

5-04.3(12)A2 Longitudinal Joints

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than ½ of the

compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

5-04.3(12)B Bridge Paving Joint Seals

5-04.3(12)B1 HMA Sawcut and Seal

Prior to placing HMA on the bridge deck, establish sawcut alignment points at both ends of the bridge paving joint seals to be placed at the bridge ends, and at interior joints within the bridge deck when and where shown in the Plans. Establish the sawcut alignment points in a manner that they remain functional for use in aligning the sawcut after placing the overlay.

Submit a Type 1 Working Drawing consisting of the sealant manufacturer's application procedure.

Construct the bridge paving joint seal as specified on the Plans and in accordance with the detail shown in the Standard Plans. Construct the sawcut in accordance with the detail shown in the Standard Plan. Construct the sawcut in accordance with Section 5-05.3(8)B and the manufacturer's application procedure.

5-04.3(12)B2 Paved Panel Joint Seal

Construct the paved panel joint seal in accordance with the requirements specified in section 5-04.3(12)B1 and the following requirement:

1. Clean and seal the existing joint between concrete panels in accordance with Section 5-01.3(8) and the details shown in the Standard Plans.

5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than $\frac{1}{8}$ inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than $\frac{1}{4}$ inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, the pavement surface shall be corrected by one of the following methods:

1. Removal of material from high places by grinding with an approved grinding machine, or
2. Removal and replacement of the wearing course of HMA, or
3. By other method approved by the Engineer.

Correction of defects shall be carried out until there are no deviations anywhere greater than the allowable tolerances.

Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies due or that may become due to the Contractor the sum of \$500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way, the utility appurtenances shall be adjusted to the finished grade prior to paving. This requirement may be waived when requested by the Contractor, at the discretion of the Engineer or when the adjustment details provided in the project plan or specifications call for utility appurtenance adjustments after the completion of paving.

Utility appurtenance adjustment discussions will be included in the Pre-Paving planning (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior to the start of paving.

5-04.3(14) Planing (Milling) Bituminous Pavement

The planing plan must be approved by the Engineer and a pre planning meeting must be held prior to the start of any planing. See Section 5-04.3(14)B2 for information on planning submittals.

Locations of existing surfacing to be planed are as shown in the Drawings.

Where planing an existing pavement is specified in the Contract, the Contractor must remove existing surfacing material and to reshape the surface to remove irregularities. The finished product must be a prepared surface acceptable for receiving an HMA overlay.

Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the planer on the final wearing course of new HMA.

Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor's planing equipment, using an Engineer approved method.

Repair or replace any metal castings and other surface improvements damaged by planing, as determined by the Engineer.

A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a minimum of 4 inches of curb reveal after placement and compaction of the final wearing course. The dimensions of the wedge must be as shown on the Drawings or as specified by the Engineer.

A tapered wedge cut must also be made at transitions to adjoining pavement surfaces (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line with vertical faces 2 inches or more in height, producing a smooth transition to the existing adjoining pavement.

After planing is complete, planed surfaces must be swept, cleaned, and if required by the Contract, patched and preleveled.

The Engineer may direct additional depth planing. Before performing this additional depth planing, the Contractor must conduct a hidden metal in pavement detection survey as specified in Section 5-04.3(14)A.

5-04.3(14)A Pre-Planing Metal Detection Check

Before starting planing of pavements, and before any additional depth planing required by the Engineer, the Contractor must conduct a physical survey of existing pavement to be planed with equipment that can identify hidden metal objects.

Should such metal be identified, promptly notify the Engineer.

See Section 1-07.16(1) regarding the protection of survey monumentation that may be hidden in pavement.

The Contractor is solely responsible for any damage to equipment resulting from the Contractor's failure to conduct a pre-planing metal detection survey, or from the Contractor's failure to notify the Engineer of any hidden metal that is detected.

5-04.3(14)B Paving and Planing Under Traffic

5-04.3(14)B1 General

In addition the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the Contractor must comply with the following:

1. Intersections:

- a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure, must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).
- b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or

half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.

- c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.
 - d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.
 - e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.
2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.
 3. Permanent pavement marking must comply with Section 8-22.

5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of operation and sufficient detail of traffic beyond the area of operation where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient detail is shown.

The planing operation and the paving operation include, but are not limited to, metal detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying, staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the briefing.

When intersections will be partially or totally blocked, provide adequately sized and noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in advance. The traffic control plan must show where police officers will be stationed when signalization is or may be, countermanded, and show areas where flaggers are proposed.

At a minimum, the planing and the paving plan must include:

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.
2. A copy of each intersection's traffic control plan.

3. Haul routes from Supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.
4. Names and locations of HMA Supplier facilities to be used.
5. List of all equipment to be used for paving.
6. List of personnel and associated job classification assigned to each piece of paving equipment.
7. Description (geometric or narrative) of the scheduled sequence of planing and of paving, and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.
8. Names, job titles, and contact information for field, office, and plant supervisory personnel.
9. A copy of the approved Mix Designs.
10. Tonnage of HMA to be placed each day.
11. Approximate times and days for starting and ending daily operations.

5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing

At least 2 Working Days before the first paving operation and the first planing operation, or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day's operations as they relate to other entities and to public safety and convenience, including driveway and business access, garbage truck operations, Metro transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day's operations, must meet with the Engineer and discuss the proposed operation as it relates to the submitted planing plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

1. General for both Paving Plan and for Planing Plan:
 - a. The actual times of starting and ending daily operations.
 - b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.
 - c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, to public convenience and safety, and to other contractors who may operate in the Project Site.
 - d. Notifications required of Contractor activities, and coordinating with other entities and the public as necessary.
 - e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and to paving.

- f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed
 - g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, street car rail, and castings, before planning, see Section 5-04.3(14)B2.
 - h. Description of how flaggers will be coordinated with the planing, paving, and related operations.
 - i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.
 - j. Other items the Engineer deems necessary to address.
2. Paving – additional topics:
- a. When to start applying tack and coordinating with paving.
 - b. Types of equipment and numbers of each type equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type equipment as it relates to meeting Specification requirements.
 - c. Number of JMFs to be placed, and if more than one JMF how the Contractor will ensure different JMFs are distinguished, how pavers and MTVs are distinguished if more than one JMF is being placed at the time, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.
 - d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and Supplier shutdown of operations.
 - e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

5-04.3(16) HMA Road Approaches

HMA approaches shall be constructed at the locations shown in the Plans or where staked by the Engineer. The Work shall be performed in accordance with Section 5-04.

5-04.4 Measurement

HMA Cl. ____ PG ____, HMA for ____ Cl. ____ PG ____, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

Roadway cores will be measured per each for the number of cores taken.

Preparation of untreated roadway will be measured by the mile once along the centerline of the main line Roadway. No additional measurement will be made for ramps, Auxiliary Lanes, service roads, Frontage Roads, or Shoulders. Measurement will be to the nearest 0.01 mile.

Soil residual herbicide will be measured by the mile for the stated width to the nearest 0.01 mile or by the square yard, whichever is designated in the Proposal.

Pavement repair excavation will be measured by the square yard of surface marked prior to excavation.

Asphalt for prime coat will be measured by the ton in accordance with Section 1-09.2.

Prime coat aggregate will be measured by the cubic yard, truck measure, or by the ton, whichever is designated in the Proposal.

Asphalt for fog seal will be measured by the ton, as provided in Section 5-02.4.

Longitudinal joint seals between the HMA and cement concrete pavement will be measured by the linear foot along the line and slope of the completed joint seal.

Planing bituminous pavement will be measured by the square yard.

Temporary pavement marking will be measured by the linear foot as provided in Section 8-23.4.

Water will be measured by the M gallon as provided in Section 2-07.4.

No measurement will be made for asphalt thickened edge. All costs for placement of asphalt thickened edge as shown in the Contract Plans shall be included in other bid items included in the proposal.

5-04.5 Payment

Payment will be made for each of the following Bid items that are included in the Proposal:

“HMA Cl. ____ PG ____”, per ton.

“HMA for Approach Cl. ____ PG ____”, per ton.

“HMA for Preleveling Cl. ____ PG ____”, per ton.

“HMA for Pavement Repair Cl. ½ In. PG 58H-22”, per ton.

“Commercial HMA”, per ton.

The unit Contract price per ton for “HMA Cl. ____ PG ____”, “HMA for Approach Cl. ____ PG ____”, “HMA for Preleveling Cl. ____ PG ____”, “HMA for Pavement Repair Cl. ½ In. PG 58H-22”, and “Commercial HMA” shall be full compensation for all costs, including anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal. All labor, material and costs for installing and maintaining temporary pavement markings as needed; and for thickened edges shall be included in this bid item. Also included shall be all costs for intermediate and final adjustments of existing utility lids to grade.

“Preparation of Untreated Roadway”, per mile.

The unit Contract price per mile for “Preparation of Untreated Roadway” shall be full pay for all Work described under 5-04.3(4) , with the exception, however, that all costs involved in patching the Roadway prior to placement of HMA shall be included in the unit Contract price per ton for “HMA Cl. ____ PG ____” which was used for patching. If the Proposal does not include a Bid item for “Preparation of Untreated Roadway”, the Roadway shall be prepared as specified, but the Work shall be included in the Contract prices of the other items of Work.

“Preparation of Existing Paved Surfaces”, per mile.

The unit Contract Price for “Preparation of Existing Paved Surfaces” shall be full pay for all Work described under Section 5-04.3(4) with the exception, however, that all costs involved in patching the Roadway prior to placement of HMA shall be included in the unit Contract price per ton for “HMA Cl. ____ PG ____” which was used for patching. If the Proposal does not include a Bid item for “Preparation of Untreated Roadway”, the Roadway shall be prepared as specified, but the Work shall be included in the Contract prices of the other items of Work.

“Crack Sealing”, by force account.

“Crack Sealing” will be paid for by force account as specified in Section 1-09.6. For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount in the Proposal to become a part of the total Bid by the Contractor.

“Pavement Repair Excavation Incl. Haul”, per square yard.

The unit Contract price per square yard for “Pavement Repair Excavation Incl. Haul” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(4) with the exception, however, that all costs involved in the placement of HMA shall be included in the unit Contract price per ton for “HMA for Pavement Repair Cl. ½ In. PG 58H-22”, per ton.

“Asphalt for Prime Coat”, per ton.

The unit Contract price per ton for "Asphalt for Prime Coat" shall be full payment for all costs incurred to obtain, provide and install the material in accordance with Section 5-04.3(4).

"Prime Coat Agg.", per cubic yard, or per ton.

The unit Contract price per cubic yard or per ton for "Prime Coat Agg." shall be full pay for furnishing, loading, and hauling aggregate to the place of deposit and spreading the aggregate in the quantities required by the Engineer.

"Asphalt for Fog Seal", per ton.

Payment for "Asphalt for Fog Seal" is described in Section 5-02.5.

"Longitudinal Joint Seal", per linear foot.

The unit Contract price per linear foot for "Longitudinal Joint Seal" shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(12).

"Planing Bituminous Pavement", per square yard.

The unit Contract price per square yard for "Planing Bituminous Pavement" shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(14).

"Temporary Pavement Marking", per linear foot.

Payment for "Temporary Pavement Marking" is described in Section 8-23.5.

"Water", per M gallon.

Payment for "Water" is described in Section 2-07.5.

"Job Mix Compliance Price Adjustment", by calculation.

"Job Mix Compliance Price Adjustment" will be calculated and paid for as described in Section 5-04.3(9)C6.

"Compaction Price Adjustment", by calculation.

"Compaction Price Adjustment" will be calculated and paid for as described in Section 5-04.3(10)D3.

"Roadway Core", per each.

The Contractor's costs for all other Work associated with the coring (e.g., traffic control) shall be incidental and included within the unit Bid price per each and no additional payments will be made.

"Cyclic Density Price Adjustment", by calculation.

"Cyclic Density Price Adjustment" will be calculated and paid for as described in Section 5-04.3(10)B.

END OF DIVISION 5

DIVISION 8

MISCELLANEOUS CONSTRUCTION

8-14 CEMENT CONCRETE SIDEWALKS

8-14.1 Description

Section 8-14.1 is revised to read:

(April 3, 2017, WSDOT Option 1)

This work consists of constructing cement concrete sidewalks, cur ramps, bus stop shelter foundations, masonry sidewalks, and ramp grinding in accordance with details shown in the Plans, Standard Plans, these Specifications, and in conformity to the lines and grades shown in the Plans, Standards Plans, and as established by the engineer.

8-14.3 Construction Requirements

Section 8-14.3 is supplemented with the following:

*(*****)*

Detailed lines and grades, extents, and dimensions for curb ramps have not been shown in the Plans, Contractor is responsible for constructing curb ramps to the slopes and tolerances as shown in the Standard Plans.

Ramps shall not be poured until forms have been set and approved by the Engineer. Approval of the forms does not mean that the finished ramp is accepted by the Contracting Agency. Should the finished ramps not meet the slope tolerances as shown in the Standard Plans, the ramp shall be removed and re-graded to slopes and tolerances as shown in the Standard Plans at no cost to the Contracting Agency.

The Contractor shall meet the requirements depicted in the Contract Documents. Contractor shall lay out, grade, and form each new curb ramp, sidewalk, and curb and gutter in the field to line up with existing features and in accordance with the Standard Plans. Elevations and grades will not be provided by the City and will need to be field engineered by the Contractor.

8-14.4 Measurement

Section 8-14.4 is supplemented with the following:

*(*****)*

“Cement Concrete Curb Ramp Type ____” will be measured per each for the complete curb ramp type installed.

No measurement will be made for the demolition of existing curb ramps, removal and reinstallation of the existing fence, repair of existing sidewalk, and/or the installation of the detectable warning surface; and when required by the type of ramp, the pedestrian curbing.

Detectable warning surfaces will not be measured separately for payment.

Removal of cement concrete pavement including sidewalk, and ramps will not be measured separately for payment.

8-14.5 Payment

Section 8-14.5 is supplemented with the following:

*(*****)*

“Cement Concrete Curb Ramp Type ____”, per each.

The unit contract price per each “Cement Concrete Curb Ramp Type ____” shall be full pay for installing the curb ramp as specified, including patching the existing sidewalk (including pouring new panels, if needed); removal, excavation, hauling and disposal of existing cement concrete sidewalks, curbs, and ramps as necessary for the installation of the new ramp; installation of the detectable warning surface and when required by the type of ramp, the pedestrian curbing; and the reinstallation of the existing fence. Payment for each item shall only be paid once per ramp.

END OF DIVISION 8

REQUEST FOR BIDS FOR 2021 CITYWIDE ASPHALT OVERLAY PROJECT CITY OF BLACK DIAMOND

The City of Black Diamond is requesting asphalt grinding, patching and overlay work for multiple locations within the City in two schedules of work. Schedule 'A' consists of roadway pulverization and a 2-inch asphalt overlay of James St. between SR 169/3rd Ave. and 4th Ave., 4th Ave. between James St. and Park St., Park St. between SR 169/3rd Ave. and 4th Ave., Baker St. between 5th Ave. and 6th Ave., Hammond Pl. between Baker St. and end of road, and 6th Ave. between Baker St. and Lawson St. Schedule 'A' will also replace three sidewalk curb ramps on 6th Ave. Schedule 'B' consists of a 2-inch asphalt overlay on Railroad Ave. between Morgan St. and the end of road, a 2-inch asphalt overlay on the north section of 5th Ave. where the road turns east from the edge of existing pavement to the end of the road, and a 4-inch overlay on the southern portion of 5th Ave. from Pacific St. to the end of road. All roadways to be paved in Schedule 'B' are currently gravel and will be prepped by the City prior to the overlay. The City is requesting unit price bids for each category of work as defined in both schedules of the attached bid proposal form/Scope of Work.

The City will mark overlay limits in the field prior to bid closing. The City will freshen the overlay limits paint after award of the project (see Plans).

Small Works Roster bids must be turned in electronically in pdf format to Scott Hanis, Capital Project/Program Manager, **by 11:00 am on Tuesday, April 27, 2021**. If you are unable to submit your bid in electronic format, please contact Scott for other arrangements. The pdf copy of your bid must still be signed. E-mailed bids shall be sent to and received by Scott Hanis: shanis@blackdiamondwa.gov by the time stated above. The City will not accept late e-mail submittals or those delayed due to file sizes or incorrect e-mail addresses. An acknowledgment that the bid was received will be sent. All contract documents, plans, specifications, and addenda will be published on the City's Small Works page on the City's website: <http://ci.blackdiamond.wa.us/Depts/PubWorks/works%20roster.html>.

Invitations to bid will be sent to all contractors registered on the City's Small Works Roster located at <http://www.mrscrosters.org> under the category of "Roadway Construction, Repair, and Maintenance" and sub-categories of "Asphalt Pavement Roadways" and "Roadway Construction" at the time of advertisement. Bids will also be accepted from contractors registered on the Small Works Roster at the time of bid closing.

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

REQUEST FOR BIDS

CITY OF BLACK DIAMOND

BID FORM, SCOPE OF WORK, AND SPECIAL PROVISIONS

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

1. The undersigned hereby certifies that he/she has examined the locations of the patching as outlined in the bid documents for the City of Black Diamond 2021 Citywide Asphalt Overlay Project and is familiar with the local conditions at the location of the work to be done, and has read and thoroughly understands the work that the City requires to be completed, the Contract governing the work and the method by which payment will be made for said work in accordance with the City Contract at the proposed bid prices contained herein.
2. The bid shall be awarded by the sum of the total of the bids for the 7 categories of work in Schedule 'A' and the 4 categories of work in Schedule 'B'.

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

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

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

Addendum

No.

Addendum Receipt Date

Signed Acknowledgement

1.

2021-04-27

K. G. G. G.

2.

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

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

SCHEDULE A – James St., 4 th Ave., Park St., Baker St., Hammond Pl., and 6 th Ave.					
Rule 171 (WAC 458-20-171) applies to this project. Sales tax must be included in your unit prices					
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	QTY	TOTAL
1	Mobilization	LS	\$ 12,000.00	1	\$ 12,000.00
2	Project Temporary Traffic Control	LS	\$ 8,000.00	1	\$ 8,000.00
3	Crushed Surfacing Top Course (As Needed)	TON	\$ 124.00	30	\$ 3,720.00
4	Roadway Pulverization	SY	\$ 2.35	4400	\$ 10,330.34
5	HMA for Overlay Cl. ½ In. PG 58H-22	TON	\$ 95.00	500	\$ 47,500.00
6	Cement Concrete Curb Ramp Type Parallel A	EA	\$ 3500.00	3	\$ 10,500.00
7	Plastic Stop Line	LF	\$ 700.00	13	\$ 9,100.00
TOTAL AMOUNT BID – SCHEDULE ‘A’					\$ 101,150.34
SCHEDULE B – Railroad Ave., 5 th Ave. North, and 5 th Ave. South					
Rule 171 (WAC 458-20-171) applies to this project. Sales tax must be included in your unit prices					
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	QTY	TOTAL
1	Mobilization	LS	\$ 1200.00	1	\$ 1,200.00
2	Project Temporary Traffic Control	LS	\$ 800.00	1	\$ 800.00
3	Crushed Surfacing Top Course for Shoulder	TON	\$ 79.00	50	\$ 31,825.00

4	HMA for Overlay Cl. ½ In. PG 58H-22	TON	\$ 106.50	300	\$ 31,825.00
TOTAL AMOUNT BID – SCHEDULE ‘B’					\$ 37,900.00
TOTAL AMOUNT BID – SCHEDULES A + B					\$ 139,050.34

Tony Lind Paving
Bidder

4/27/2021
Date

TONYLLP922J9
Contractor's License No.

602-813-830
Contractor's Washington UBI No.

By Tony Lind
Authorized Official

Address:

23048 172nd Ave SE

Kent, WA 98042

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

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.

City of Black Diamond PO Box 599 Black Diamond, WA 98010									
Project: 2021 Citywide Asphalt Overlays Project Bid Opening: April 27, 2020		Bidder & Address		Tony Lind Paving 23048 172nd Ave. SE Kent, WA 98042		Lakeridge Paving Co. PO Box 8500 Covington, WA 98042		#Becker Blacktop PO Box 2273 Sumner, WA 98390	
Item	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
SCHEDULE A - James St., 4th Ave., Park St., Hammond Pl., 6th Ave.									
1	Mobilization	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 9,000.00	\$ 9,000.00	\$ 5,000.00	\$ 5,000.00
2	Project Temporary Traffic Control	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 7,600.00	\$ 7,600.00	\$ 1,000.00	\$ 1,000.00
3	Crushed Surfacing Top Course (As Needed)	TON	30	\$ 124.00	\$ 3,720.00	\$ 93.00	\$ 2,790.00	\$ 40.00	\$ 1,200.00
4	Roadway Pulverization	SY	4400	\$ 2.35	*\$ 10,340.00	\$ 3.95	\$ 17,380.00	\$ 1.50	\$ 6,600.00
5	HMA for Overlay Cl. 1/2 In. PG 58H-22	TON	500	\$ 95.00	\$ 47,500.00	\$ 93.90	\$ 46,950.00	\$ 150.00	\$ 75,000.00
6	Cement Concrete Curb Ramp Type Parallel A	EA	3	\$ 3,500.00	\$ 10,500.00	\$ 6,000.00	\$ 18,000.00	\$ 3,000.00	\$ 9,000.00
7	Plastic Stop Line	LF	13	\$ 700.00	\$ 9,100.00	\$ 65.00	\$ 845.00	\$ 100.00	\$ 1,300.00
TOTAL SCHEDULE A					\$ 101,160.00		\$ 102,565.00		\$ 99,100.00
Schedule B - Railroad Ave., 5th Ave. North, 5th Ave. South									
1	Mobilization	LS	1	\$ 1,200.00	\$ 1,200.00	\$ 4,000.00	\$ 4,000.00	\$ 1,000.00	\$ 1,000.00
2	Project Temporary Traffic Control	LS	1	\$ 800.00	\$ 800.00	\$ 3,500.00	\$ 3,500.00	\$ 1,000.00	\$ 1,000.00
3	Crushed Surfacing Top Course for Shoulder	TON	50	\$ 79.00	*\$ 3,950.00	\$ 93.00	\$ 4,650.00	\$ 50.00	\$ 2,500.00
4	HMA for Overlay Cl. 1/2 In. PG 58H-22	TON	300	\$ 106.50	*\$ 31,950.00	\$ 98.15	\$ 29,445.00	\$ 150.00	*\$ 45,000.00
TOTAL SCHEDULE B					\$ 37,900.00		\$ 41,595.00		\$ 49,500.00
TOTAL CONTRACT AMOUNT BID (SCHEDULE A+B)					\$ 139,060.00		\$ 144,160.00	#	\$ 148,600.00

*Math error in line item on bid, did not affect bid outcome

#Bid provided on pre-Addendum 1 Bid Proposal form, Non-collusion declaration not provided, did not affect bid outcome

City of Black Diamond PO Box 599 Black Diamond, WA 98010									
Project: 2021 Citywide Asphalt Overlays Project Bid Opening: April 27, 2020		Bidder & Address		Miles Resources 400 Valley Ave. NE Puyallup, WA 98372		Flagstone Construction 1819 Williams Ave. Sumner, WA 98390		PMOW, LLC 19411 SE Green Valley Rd. Auburn, WA 98092	
Item	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
SCHEDULE A - James St., 4th Ave., Park St., Hammond Pl., 6th Ave.									
1	Mobilization	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 6,500.00	\$ 6,500.00	\$ 15,000.00	\$ 15,000.00
2	Project Temporary Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 7,200.00	\$ 7,200.00	\$ 10,000.00	\$ 10,000.00
3	Crushed Surfacing Top Course (As Needed)	TON	30	\$ 100.00	\$ 3,000.00	\$ 60.00	\$ 1,800.00	\$ 100.00	\$ 3,000.00
4	Roadway Pulverization	SY	4400	\$ 2.50	\$ 11,000.00	\$ 2.95	*\$ 12,997.60	\$ 4.20	\$ 18,480.00
5	HMA for Overlay Cl. 1/2 In. PG 58H-22	TON	500	\$ 94.00	\$ 47,000.00	\$ 165.00	\$ 82,500.00	\$ 115.00	\$ 57,500.00
6	Cement Concrete Curb Ramp Type Parallel A	EA	3	\$ 4,825.00	\$ 14,475.00	\$ 6,666.00	\$ 19,998.00	\$ 5,750.00	\$ 17,250.00
7	Plastic Stop Line	LF	13	\$ 65.00	\$ 845.00	\$ 23.07	\$ 299.91	\$ 30.00	\$ 390.00
TOTAL SCHEDULE A					\$ 109,320.00		\$ 131,295.51		\$ 121,620.00
Schedule B - Railroad Ave., 5th Ave. North, 5th Ave. South									
1	Mobilization	LS	1	\$ 9,500.00	\$ 9,500.00	\$ 3,500.00	\$ 3,500.00	\$ 15,000.00	\$ 15,000.00
2	Project Temporary Traffic Control	LS	1	\$ 6,250.00	\$ 6,250.00	\$ 1,800.00	\$ 1,800.00	\$ 10,000.00	\$ 10,000.00
3	Crushed Surfacing Top Course for Shoulder	TON	50	\$ 73.00	\$ 3,650.00	\$ 60.00	\$ 3,000.00	\$ 100.00	\$ 5,000.00
4	HMA for Overlay Cl. 1/2 In. PG 58H-22	TON	300	\$ 104.00	\$ 31,200.00	\$ 111.60	*\$ 33,480.00	\$ 115.00	\$ 34,500.00
TOTAL SCHEDULE B					\$ 50,600.00		\$ 41,780.00		\$ 64,500.00
TOTAL CONTRACT AMOUNT BID (SCHEDULE A+B)					\$ 159,920.00		\$ 173,075.51		\$ 186,120.00

**Math error in line item on bid, did not affect bid outcome*
#Bid provided on pre-Addendum 1 Bid Proposal form, Non-collusion declaration not provided, did not affect bid outcome

City of Black Diamond PO Box 599 Black Diamond, WA 98010									
Project: 2021 Citywide Asphalt Overlays Project Bid Opening: April 27, 2020		Bidder & Address		Lakeside Industries 18808 SE 256th St. Covington, WA 98042		Asphalt Patch Systems, Inc. 8812 Canyon Rd. E. Puyallup, WA 98371		Watson Asphalt Paving Co. PO Box 845 Redmond, WA 98073-0845	
Item	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
SCHEDULE A - James St., 4th Ave., Park St., Hammond Pl., 6th Ave.									
1	Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 15,200.00	\$ 15,200.00
2	Project Temporary Traffic Control	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 15,400.00	\$ 15,400.00	\$ 22,200.00	\$ 22,200.00
3	Crushed Surfacing Top Course (As Needed)	TON	30	\$ 30.00	\$ 900.00	\$ 100.00	\$ 3,000.00	\$ 104.00	\$ 3,120.00
4	Roadway Pulverization	SY	4400	\$ 6.00	\$ 26,400.00	\$ 8.00	\$ 35,200.00	\$ 7.80	\$ 34,320.00
5	HMA for Overlay Cl. 1/2 In. PG 58H-22	TON	500	\$ 125.00	\$ 62,500.00	\$ 134.00	\$ 67,000.00	\$ 119.00	\$ 59,500.00
6	Cement Concrete Curb Ramp Type Parallel A	EA	3	\$ 9,000.00	\$ 27,000.00	\$ 4,700.00	\$ 14,100.00	\$ 6,500.00	\$ 19,500.00
7	Plastic Stop Line	LF	13	\$ 50.00	\$ 650.00	\$ 57.00	\$ 741.00	\$ 50.00	\$ 650.00
TOTAL SCHEDULE A					\$ 137,450.00		\$ 137,941.00		\$ 154,490.00
Schedule B - Railroad Ave., 5th Ave. North, 5th Ave. South									
1	Mobilization	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,200.00	\$ 5,200.00
2	Project Temporary Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 7,200.00	\$ 7,200.00	\$ 3,300.00	\$ 3,300.00
3	Crushed Surfacing Top Course for Shoulder	TON	50	\$ 100.00	\$ 5,000.00	\$ 100.00	\$ 5,000.00	\$ 104.00	\$ 5,200.00
4	HMA for Overlay Cl. 1/2 In. PG 58H-22	TON	300	\$ 125.00	\$ 37,500.00	\$ 149.00	\$ 44,700.00	\$ 119.00	\$ 35,700.00
TOTAL SCHEDULE B					\$ 49,500.00		\$ 59,400.00		\$ 49,400.00
TOTAL CONTRACT AMOUNT BID (SCHEDULE A+B)					\$ 186,950.00		\$ 197,341.00		\$ 203,890.00

**Math error in line item on bid, did not affect bid outcome*
#Bid provided on pre-Addendum 1 Bid Proposal form, Non-collusion declaration not provided, did not affect bid outcome

City of Black Diamond PO Box 599 Black Diamond, WA 98010					
Project: 2021 Citywide Asphalt Overlays Project Bid Opening: April 27, 2020		Bidder & Address		City Estimate	
Item	Item Description	Unit	Qty.	Unit Bid	Amount
SCHEDULE A - James St., 4th Ave., Park St., Hammond Pl., 6th Ave.					
1	Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00
2	Project Temporary Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00
3	Crushed Surfacing Top Course (As Needed)	TON	30	\$ 80.00	\$ 2,400.00
4	Roadway Pulverization	SY	4400	\$ 10.00	\$ 44,000.00
5	HMA for Overlay Cl. 1/2 In. PG 58H-22	TON	500	\$ 110.00	\$ 55,000.00
6	Cement Concrete Curb Ramp Type Parallel A	EA	3	\$ 7,500.00	\$ 22,500.00
7	Plastic Stop Line	LF	13	\$ 15.00	\$ 195.00
TOTAL SCHEDULE A					\$ 139,095.00
Schedule B - Railroad Ave., 5th Ave. North, 5th Ave. South					
1	Mobilization	LS	1	\$ 4,000.00	\$ 4,000.00
2	Project Temporary Traffic Control	LS	1	\$ 4,500.00	\$ 4,500.00
3	Crushed Surfacing Top Course for Shoulder	TON	50	\$ 60.00	\$ 3,000.00
4	HMA for Overlay Cl. 1/2 In. PG 58H-22	TON	300	\$ 100.00	\$ 30,000.00
TOTAL SCHEDULE B					\$ 41,500.00
TOTAL CONTRACT AMOUNT BID (SCHEDULE A+B)					\$ 180,595.00

*Math error in line item on bid, did not affect bid outcome
#Bid provided on pre-Addendum 1 Bid Proposal form, Non-collusion declaration not provided, did not aj



Author: Scott Hanis

Date: April 22, 2021

Vicinity Map 2021 Asphalt Overlays

Legend

-  Schedule A
-  Schedule B

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT: Resolution authorizing \$10,000 payment to Rainier Foothills Wellness Foundation for in-school mental health counseling at Enumclaw School District's secondary schools for 2021-2022	Agenda Date: May 6, 2021 AB21-023	
	Mayor Carol Benson	X
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	
Cost Impact (see also Fiscal Note):\$10,000	Court – Stephanie Metcalf	
Fund Source: General Fund		
Timeline:		
Agenda Placement: ☐ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Invoice		
SUMMARY STATEMENT: At the April 1, 2021 Council meeting, Sara Stanton from Rainier Foothills Wellness Foundation outlined a program to provide in-school mental health counseling for students in the Enumclaw School District's secondary schools for the 2021-2022 school year. She requested that the City of Black Diamond join others and contribute \$10,000 toward this important program. City Council agreed and passed a motion of 6-0 to approve the \$10,000 request. FISCAL NOTE (Finance Department): A 2021 budget change will be processed to cover the \$10,000 support to Rainier Foothills Wellness Foundation for in-school mental health counseling for students in the Enumclaw School District's secondary schools. The funds will be covered by anticipated increased revenue during 2021.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to approve Resolution No. 21-1416, authorizing the payment of \$10,000 in support of providing in-school mental health counseling by Rainier Foothills Wellness Foundation for the Enumclaw School District's secondary schools for 2021-2022.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 6, 2021		

RESOLUTION NO. 21-1416

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE PAYMENT OF \$10,000 TO RAINIER FOOTHILLS WELLNESS FOUNDATION FOR PROVIDING IN-SCHOOL MENTAL HEALTH COUNSELING TO THE ENUMCLAW SCHOOL DISTRICT

WHEREAS, the City Council acknowledges that mental health and well-being are essential for the general welfare and prosperity of the City and its residents, and that the COVID-19 pandemic has placed unique and increased stresses on the mental and emotional well-being of individuals and families in the region; and

WHEREAS, the City Council finds that school children have been particularly burdened by the mental and emotional health impacts of the COVID-19 pandemic, due to school closures, modified schedules, social distancing, and other disruptions to their social and emotional learning environments; and

WHEREAS, the City Council finds that it is in the public interest to support mental health counseling in schools that serve the City's school children, both during the pandemic and beyond; and

WHEREAS, the City Council at their April 1, 2021 meeting approved payment to Rainier Foothills Wellness Foundation in the amount of \$10,000 for in-school mental health counseling; and

WHEREAS, Rainier Foothills Wellness Foundation will provide a licensed mental health counselor to students of the Enumclaw School District's secondary schools; and

WHEREAS, the Counselor will provide free-of-charge mental health support to any student identified as having a need; and

WHEREAS, the Counselor's contract will run Monday – Friday throughout the 2021-2022 school year with the exception of school breaks;

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

Section 1. The City Council hereby authorizes the payment of \$10,000 to Rainier Foothills Wellness Foundation for the purposes of aiding their program to provide in-school mental health counseling free of charge to students of the Enumclaw School District's secondary schools for the school year of 2021-2022.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF MAY, 2021.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

Rainier Foothills Wellness
Foundation
1675 Cole Street
Enumclaw, WA 98022 US
3608023206
saras@rwellnessfoundation.org
www.rwellnessfoundation.org

Invoice 2021-001



BILL TO

City of Black Diamond (c)
24301 Roberts Dr.
Black Diamond, WA. 98010

DATE
04/14/2021

PLEASE PAY
\$10,000.00

DUE DATE
05/31/2021

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Mental Health	Mental Health	1	10,000.00	10,000.00

Licensed Mental Health Counselor

Rainier Foothills Wellness Foundation to provide a licensed mental health counselor to students of Enumclaw School District's secondary schools. The counselor will provide free-of-charge mental health support to any student identified as having a need. The counselor's contract will run Monday-Friday throughout the 2021-22 school year with the exception of school breaks.

TOTAL DUE

\$10,000.00

THANK YOU.

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: May 6, 2021 AB21-024	
Resolution authorizing the purchase of one new (replacement) police vehicle.	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): \$52,823.70 less ins (35,648.45 = \$17,175.25.net cost	Police – Chief Kiblinger	X
Fund Source: REET & Gen Fund	Public Works – Seth Boettcher	
Timeline: ASAP	Court – Stephanie Metcalf	
Agenda Placement: ☐ Mayor ☒ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution		
SUMMARY STATEMENT: In March of 2021, an officer was involved in an on-duty accident. The vehicle was subsequently ‘totaled’ by the City’s insurance provider, AWC. The vehicle’s market valuation (2017 Ford Explorer Police Interceptor) came in at \$21,423.95. The additional equipment was valued at \$14,224.50 for a total value of \$35,648.45. FCI (our current police equipment installation company) currently has a 2020 Ford Explorer Police Interceptor available for purchase for \$51,823.70. This is a state bid price. Graphics will cost an additional \$1000.00 for a total of \$52,823.70. This vehicle will be purchased using ‘Police Equipment Replacement’ fund monies that we currently have in carryover. The difference in cost is a net \$17,175.25. FISCAL NOTE (Finance Department): The cost of the replacement Police vehicle can be covered by the carry-over amount budgeted in the 2021 the Police Vehicle Replacement Fund.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The Finance Committee Reviewed the request for Replacement of the Police Vehicle and recommended forwarding to Council for their May 6, 2021 Council Meeting.		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 21-1417, authorizing the purchase of Police replacement vehicle from FCI.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 6, 2021		

RESOLUTION NO. 21-1417

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE PURCHASE OF ONE NEW POLICE
VEHICLE FROM FCI, CUSTOM POLICE VEHICLES**

WHEREAS, in March of 2021, an officer was involved in an on-duty accident; and

WHEREAS, the City's insurance carrier, Association of Washington Cities, decided to total the vehicle; and

WHEREAS, the replacement of this vehicle is necessary;

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

Section 1. The Police Department is hereby authorized to purchase one police vehicle from FCI, custom police vehicles and subsequent installation of police equipment.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON,
AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF MAY, 2021.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

Brian Martinez

From: Joe Rogers <joer@awcnet.org>
Sent: Monday, April 26, 2021 9:32 AM
To: Brian Martinez
Subject: RE: Explorer

Good Morning Brian:

The Market Valuation for the 2017 Ford Explorer Police Interceptor came in at \$21,423.95. A copy of the valuation was previously provided to the Chief. The additional equipment from FCI is \$14,224.50. Settlement proceeds to Black Diamond are \$35,648.45.

You are required to sign and surrender the title. Please release ownership where indicated on the title and send it to :
Association of Washington Cities RMSA
1076 Franklin Street SE
Olympia, WA 98501

Please contact me with any questions.

Thank you.

Joe Rogers
RMSA Claims Coordinator
Association of Washington Cities
1076 Franklin St SE Olympia, Washington 98501
360.753.4137 (office)
800.562.8981 (toll free)
joer@awcnet.org

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Disclaimer: Documents and correspondence are available under RCW 42.56. This e-mail may be disclosable to a third-party requestor.

From: Brian Martinez <bamartinez@blackdiamondwa.gov>
Sent: Thursday, April 22, 2021 1:12 PM
To: Joe Rogers <joer@awcnet.org>
Subject: Explorer

EXTERNAL EMAIL

Hey Joe,

Hope all is well, the Chief is trying to get the final numbers to present to City Council so we can purchase a new car. Any idea when we can get these so we know how to proceed.

I appreciate all the help on this,



Brian Martinez | Commander

Black Diamond Police Department

p: (360) 851-4450

m: (253) 455-3433

e: bamartinez@blackdiamondwa.gov

a: 25510 Lawson ST, Black Diamond, WA 98010



FCI

Financial Consultants International, Inc

FCI Custom Police Vehicles

45727 SE 140th Street
North Bend, WA 98045
(425) 831-5203

Estimate

Date	Estimate #
4/6/2021	2363

Black Diamond P.D.
Attn: Brian
P.O. Box 309
Black Diamond, WA 98010

Description	Quantity	Rate	Amount
2020 Ford Explorer		34,400.00	34,400.00

This Estimate is good for 60 days

Subtotal	\$34,400.00
Sales Tax (9.3%)	\$3,199.20
Total	\$37,599.20

FCI

Financial Consultants International, Inc
FCI Custom Police Vehicles

45727 SE 140th Street
North Bend, WA 98045
(425) 831-5203

Estimate

Date	Estimate #
4/6/2021	2362

Black Diamond P.D.
Attn: Brian
P.O. Box 309
Black Diamond, WA 98010

→ added to match current cars

Description	Quantity	Rate	Amount
Equipment for 2020 Ford Explorer, Patrol with Lightbar			
→ LED Bottom of hatch	2	95.00	190.00
→ Timer		120.00	120.00
→ 2nd Battery		540.00	540.00
Setina Rear Seat with Screen		1,250.00	1,250.00
Coax, connector, 800 antenna		30.00	30.00
Computer mount, LT7600		240.00	240.00
D&R Console with Cupholders, Armrest		510.00	510.00
→ LED Maplight		80.00	80.00
→ Rear Dome Light		75.00	75.00
Setina 10VS-RP Screen		980.00	980.00
Setina PB450SL4 Push Bars with LED's		920.00	920.00
Setina rear window bars, poly		240.00	240.00
Side LED's	2	120.00	240.00
→ Streamlight Flashlight		160.00	160.00
→ Triplug		45.00	45.00
Whelen 100W Speaker bracket		40.00	40.00
→ Whelen D4, rear		240.00	240.00
Whelen Vertex, corners	2	75.00	150.00
→ Setina Cargo Solution with Radio Tray		1,850.00	1,850.00
Install above plus radio, radar, Printer, gun rack, lightbar, rear vertex, MagMic, speaker, CenCom		4,400.00	4,400.00
Strip equipment from 2017 Explorer		750.00	750.00

This Estimate is good for 60 days

Subtotal	\$13,050.00
Sales Tax (9.0%)	\$1,174.50
Total	\$14,224.50

\$51,823.70 Total

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: May 6, 2021 AB21-025	
Resolution authorizing the Mayor to execute a contract with Peninsula Financial Consulting for complex financial modeling and presentation services	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – May Miller	X
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note):\$50,000	Police – Chief Kiblinger	
Fund Source: General Fund, Water, Sewer & Stormwater	Public Works – Seth Boettcher	
Timeline: 2021, 2022, 2023	Court – Stephanie Metcalf	
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution and Contract		
SUMMARY STATEMENT: Ashley Emery of Peninsula Financial Consulting has provided Black Diamond with six-year financial planning models and presentations during the past few years for the Water, Sewer, and Stormwater Funds, each of which enable complex “What-if” capabilities that demonstrated various growth scenarios and their potential effects on the funds’ Ending Fund Balances. The models also analyze possible rate increases that would be needed to stabilize each fund. Mr. Emery has agreed to build similar future six-year financial planning models and Power Point presentations for Council for the General Fund and REET Funds. These models will empower the city to make informed decisions about future expenditures and revenue needs and improve long-range planning for the General Fund and REET Fund. The new six-year models for the General Fund and REET Fund will assist the City with consistent financial planning as the city’s costs for fire service increase, in addition to other possible expenditure and revenue changes related to on-going department operations and capital costs associated with future growth and economic scenarios. Once developed, the new six-year financial models and presentations for 2021 will be updated in 2022 and 2023 to demonstrate the effects of various growth scenarios: low growth, continuation of current growth, and even higher growth, together with possible effects of changes to union contracts and overall economic conditions. “What-If” capabilities can show the effect on Ending Fund Balances of a variety of inflationary changes as well as additions of new categories of expenditures or revenues that the Council may consider pursuing (such as additional forms of sales or excise tax collections). Mr. Emery will also be able to update the City’s existing models and presentations for the Water, Sewer, and Stormwater funds and their rate needs for 2021, 2022, and 2023. The three-year contract with Peninsula Financial Consulting covers 2021, 2022 and 2023 for a total not to exceed \$50,000 and will be paid for over the three-year period. Costs will be allocated to the General		

Fund, Water Fund, Sewer Fund, and Stormwater Fund based on time needed to build and update the various funds. The General Fund model and presentation for Council is to be completed by August of 2021 due to the need to review the expected increased Fire Service costs and need for future revenue coverage. The other Funds will be updated within the following two months and will be available for presentations to Council during the Budget process for this year and each of the following two years. The contract also includes an option for a three-year extension.

FISCAL NOTE (Finance Department): A 2021 Budget change will be required for approximately \$16,000 to cover the addition of the new Six-Year Financial Planning Modules for the General Fund and REET Fund and related presentations. This is expected to be covered by the increased General Fund Revenues. The update of the Utility Funds' existing Six-Year Financial Models and presentations were already expected and were included in each of their current 2021 budgets. Future years' costs will be included in each year's adopted budgets.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The Finance Committee reviewed the proposed three-year Contract with Peninsula Financial Consulting at their May 6, 2021 meeting.

RECOMMENDED ACTION: **MOTION to adopt Resolution 21-1418 authorizing the Mayor to execute a three-year contract with Peninsula Financial Consulting for financial modeling and presentation services.**

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 6, 2021		

RESOLUTION NO. 21-1418

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT
WITH PENINSULA FINANCIAL CONSULTING FOR
COMPLEX FINANCIAL MODELING AND PRESENTATION
SERVICES**

WHEREAS, Ashley Emery of Peninsula Financial Consulting has provided excellent financial consulting services for the City in the past, including preparation of complex computer financial models for the City's Water, Sewer, and Stormwater Funds; and

WHEREAS, the City is experiencing rapid growth and additional needs for financial forecasting and sustainability analysis due to the expected increasing costs for fire services other growth-related capital projects that demand intelligent long range planning; and

WHEREAS, the development of new financial planning modules with a six-year time horizon for the General Fund and REET Fund will facilitate analysis of numerous "what if" scenarios proposed by City decision-makers, thereby empowering the City to make informed decisions about its expenditures and revenue needs, and improve long-range planning for the General Fund, REET Fund, and the three Utility Funds; and

WHEREAS, the Water, Sewer and Stormwater utilities are all in need of updated financial analysis in 2021 and for the next two years, given the rapid growth of the customer base and increased staffing needs, with potential impacts on utility rates; and

WHEREAS, Mr. Emery has agreed to provide such services to the City on the terms described in the contract attached hereto as Exhibit A;

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

Section 1. The Mayor is hereby authorized to execute a professional services contract with Peninsula Financial Consulting for complex financial modeling and presentation services, including the development of six-year financial planning modules for the General and REET Funds and updates to the existing financial models for the City's utility funds, with such contract in an amount not to exceed \$50,000 over a three-year term, and being in a form substantially similar to Exhibit A attached hereto.

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**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON,
AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF MAY, 2021.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

**COMPUTER MODELING SERVICES CONTRACT
BETWEEN THE CITY OF BLACK DIAMOND AND
PENINSULA FINANCIAL CONSULTING FOR
SIX-YEAR FINANCIAL PLANNING MODULES**

THIS AGREEMENT is made by and between the City of Black Diamond, a Washington municipal corporation (hereinafter the "City"), and Ashley Emery of Peninsula Financial Consulting ("Consultant") for creation, presentation, and updating of complex financial planning modules for the City of Black Diamond for 2021 through 2023.

RECITALS

WHEREAS, the City is in need of more robust and flexible financial planning tools to project future revenue and expenditures for the General Fund and the Real Estate Excise Tax Funds; and

WHEREAS, the City is in need of annual updates to its existing financial planning modules for the Water, Sewer, and Stormwater utility funds; and

WHEREAS, the City Council needs access to reliable financial models to explore a variety of future capital and operational expenditures scenarios to determine the feasibility of various projects and endeavors; and

WHEREAS, the City does not have the time or expertise necessary to create complex financial computer modeling needed to explore the effects of a variety of possible future revenue and expenditure scenarios during the rapid growth of city needs; and

WHEREAS, the Consultant has several years of experience in developing and presenting complex computer modules for many cities' utility rates and has shown the ability to provide such services to the City at reasonable costs;

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

TERMS

I. Description of Work.

A. General Scope for General and REET Fund Modules. Consultant shall gather two years of actual financial Revenues and Expenditure data for the General Fund and the Real Estate Excise Tax Fund, and shall develop and deliver to the City Finance Director three Six-Year Financial Planning Modules that assume (1) a low-growth level, (2) continuation of the City's current growth level, and (3) a high-growth level. These three Modules shall be suitable for use in forecasting and presenting various capital and operational program expenditures and in analyzing the financial

feasibility of proposed City Council and Administration projects, programs, and initiatives, including proposed department funding and capital expenditures. The Six-Year Financial Planning Modules shall include the following essential capabilities:

1. Enable the City to run “what if” scenarios on various fund types using various rates of inflation for City revenue and expenditure categories, yielding six-year forecasts of Revenues, Expenditures, and Ending Fund Balances;
2. Allow additions of new categories of revenues and expenditures over the six-year time horizon of the Modules.
3. Facilitate the segregation of sustainable and unsustainable revenue sources, depending on underlying economic and development conditions.
4. Facilitate the splitting of permitting revenues and permit-related expenses into low, moderate, and high growth scenarios, and demonstrate the associated effects on Ending Fund Balances and carryover expenses required to fund permitting costs associated with prior-year revenues.

B. General Scope for Utility Fund Updates. Consultant shall provide annual updates to the existing Six-Year Financial Planning Modules for the City’s Water, Sewer, and Stormwater Utility Funds.

C. Assumptions. The City will provide the Consultant with the financial data and budgets from past years in electronic format. The City will meet with the Consultant to provide necessary information and baseline assumptions, including growth rate information; revenue projections; tax rates; new revenue projections; and anticipated increases in labor costs that are needed with low, medium, and high growth rates.

D. Deliverables. Consultant shall complete the building of the new Six-Year Financial Planning Modules for the General Fund and REET Fund by no later than August 1, 2021, and shall thereafter provide annual updates to these Modules in 2022 and 2023 in time for them to be used during the City’s yearly budget preparation cycle. Likewise, Consultant shall also ensure that annual updates to the Utility Fund modules as described above are completed in time for use during the City’s yearly budget cycle in 2021, 2022, and 2023.

In addition to the Six-Year Financial Planning Modules described above, Consultant shall, upon request, prepare Power Point or other visual and graphic materials for presentation at City Council meetings in August and October of each year (or at other times, as requested) that can show the impacts of proposed City programs, initiatives, or actions on City fund balances and budgetary needs. Consultant shall work with the Finance Director to establish the appropriate content for these meeting materials. After each City Council meeting, the Consultant shall provide a summary of various scenarios presented at the meeting for future reference, in a format agreed to by Consultant and the Finance Director. Each year during the Term of this Agreement, and during any Extended Term as defined below, Consultant shall update the Six-Year Financial

Planning Modules with current actual financial date from the City so that the Modules can be used during the annual City budget preparation process.

D. Qualifications. The Consultant represents and warrants that it and any staff member assigned to the work will have the requisite training, skill, and experience necessary to provide the services required by this Agreement and if required, are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultant(s) under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. The Consultant shall not subcontract with any subconsultant for the performance of any work under this Agreement without prior written permission of the City. Consultant certifies, by signing this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

II. Payment

A. The City shall pay the Consultant on a monthly basis for actual hours worked at the rate of \$135.00 per hour. The total amount payable during the Term of this Agreement shall not exceed fifty thousand dollars (\$50,000) without the prior written authorization of the City in the form of a negotiated and executed amendment. This is the maximum amount to be paid to Consultant for the scope of work described in this Agreement. The City reserves the right to suspend or terminate the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. Monthly billing. Consultant shall submit monthly invoices to the City for hours actually worked by Consultant during the preceding month. The City shall pay the full amount of each invoice within sixty (60) days following receipt. If the City objects to all or any portion of an invoice, it shall notify the Consultant within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall then make every effort to settle the disputed portion promptly.

C. The Consultant will not undertake any work or otherwise financially obligate the City in excess of the scope or the not-to-exceed amount in Section II(A) above, without a duly authorized amendment to this Agreement.

III. Relationship of Parties

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the

performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant may use sub-consultants but will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

IV. Duration of Work

This Agreement takes effect on May 6, 2021, and shall remain effective through December 31, 2023 ("Term"), unless terminated earlier by written notice in accordance with Section V, below. The initial Term of this Agreement may be extended for an additional three years ("Extended Term") upon written approval of the City's Mayor and the Consultant.

V. Termination

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

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Exchange of Information

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

IX. Ownership and Use of Records and Documents

Original documents, drawings, designs, reports, and other work products developed under this Agreement shall belong to and become the joint property of the City and the Consultant. The City and Consultant each shall have the nonexclusive right to do or authorize any of the acts enumerated in 17 U.S.C. § 106, including without limitation reproduction, distribution, performance, or display of the work. The parties agree that there shall be no liability or accounting for profits or revenues made on account of the exercise of any of the aforementioned rights. Each party will retain exclusive interest in

and ownership of its intellectual property that was developed before this Agreement takes effect or that was developed outside the scope of this Agreement. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

X. City's Right of Inspection

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

XI. Consultant to Maintain Records to Support Independent Contractor Status

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

XII. Work Performed at the Consultant's Risk

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

XIII. Non-Waiver of Breach

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

XIV. Resolution of Disputes and Governing Law

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

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement that cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, then any resulting litigation must be filed in King County Superior Court, King County, Washington, which shall be the exclusive venue for disputes relating to the interpretation, performance, or enforcement of this Agreement. This Agreement is governed by and shall be construed in accordance with the laws of the State of Washington, without reference to its choice-of-law rules. The non-prevailing party in any action brought to enforce this Agreement shall pay the other party's expenses and reasonable attorney's fees.

XV. Written Notice

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

CONSULTANT:

Attn: Ashley Emery
Peninsula Financial Consulting
Address info
PO Box 354
Brennon, Wa. 98320

CITY:

Attn: May Miller, Finance Director
City of Black Diamond
P.O. Box 599
24301 Roberts Drive
Black Diamond, WA 98010

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

XVI. Assignment

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

XVII. Modification and Severability

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

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

XVIII. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained herein, then this Agreement controls.

AGREED TO AND EXECUTED BY:

CONSULTANT

By: _____

CITY OF BLACK DIAMOND

By: _____
Carol Benson, Mayor

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
SUBJECT:	Agenda Date: May 6, 2021 AB21-026	
Resolution amending the City Council Rules of Procedure to include a Social Media Policy	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	X
	City Clerk – Brenda L. Martinez	
	Com Dev – Mona Davis	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): N/A	Public Works – Seth Boettcher	
Fund Source: N/A	Court – Stephanie Metcalf	
Timeline:		
Agenda Placement: ☒ Mayor ☐ Two Councilmembers ☐ Committee Chair ☐ City Administrator		
Attachments: Resolution; Social Media Policy		
SUMMARY STATEMENT: The City Council believes that Councilmembers electing to communicate through social media in their official capacities as elected official should observe best practices that both support the City's mission and encourage compliance with state law. The proposed social media policy was prepared as instructed by Council and will become a new part of the Council Rules of Procedure; Rule 19.3, entitled "Social Media Usage by Councilmembers". All other sections of the Council Rules are unchanged and shall remain in full force and effect. Also included in Exhibit A is the City of Black Diamond Social Media Posting Guidelines and Moderation Policy. It is not part of the Council Rules, but included merely for convenient reference. FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 21-1419 amending the City Council Rules of Procedure to include a Social Media Policy.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 6, 2021		

RESOLUTION NO. 21-1419

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AMENDING THE CITY COUNCIL RULES OF PROCEDURE TO INCLUDE A SOCIAL MEDIA POLICY.

WHEREAS, RCW 35A.11.020 empowers the legislative bodies of noncharter code cities, such as the City of Black Diamond, to organize and regulate their own internal affairs pursuant to rules adopted by the body; and

WHEREAS, the Black Diamond City Council has established certain rules of conduct known as the Rules of Procedure of the City Council of the City of Black Diamond, Washington ("Council Rules"), last amended by Resolution No. 19-1320; and

WHEREAS, the City Council acknowledges the growing role of social media in enabling Councilmembers to communicate with their constituents concerning City programs, projects, events, and other matters pertaining to City government and the business of the Council; and

WHEREAS, the City Council believes that Councilmembers who choose to communicate through social media in their official capacities as elected officials should observe best practices that both support the City's mission and encourage compliance with state law; and

WHEREAS, the City Council desires to amend the Council Rules to incorporate an official social media policy setting forth agreed-upon standards and guidelines for Councilmembers to follow when using any official, City-sponsored social media account; and

WHEREAS, the City Council believes the attached City Council Social Media Policy will encourage positive community interaction, enhance the flow of information to residents, comply with applicable legal requirements, and maintain appropriate distinctions between personal and official social media accounts;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Section 19 of the Rules of Procedure of the City Council of the City of Black Diamond ("Council Rules") is hereby amended to add a new Rule 19.3, entitled "Social Media Usage by Councilmembers" as shown on pages 1 through 4 of Exhibit A hereto.

Section 2. The City of Black Diamond Social Media Posting Guidelines and Moderation Policy (“Citywide Posting Guidelines”) are shown on pages 5 through 6 of Exhibit A hereto but shall not constitute a new section of the Council Rules. Rather, the Citywide Posting Guidelines are included in Exhibit A merely for convenient reference. The Citywide Posting Guidelines apply to all official City social media accounts, including those established by City administrative departments under the authority of the Mayor. The Citywide Posting Guidelines are administered by the City Clerk and IT personnel and shall be available for review on the City website and by link to all official City social media accounts. Although the Citywide Posting Guidelines serve as an important point of reference for City Council social media usage, they shall not be published as part of the revised Council Rules. Instead, a cross-reference to the Citywide Posting Guidelines is included in new Rule 19.3.7.

Section 3. All other sections of the Council Rules are unchanged and shall remain in full force and effect.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF MAY, 2021.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

City Council Social Media Policy

(to be adopted as Rule 19.3 of the City Council Rules of Procedure)

19.3 Social Media Usage by Councilmembers

- 19.3.1 These rules establish a formal process for the use of social media by individual City Councilmembers in their capacity as elected or appointed officials. “Social media” refers to Facebook, Instagram, Twitter, Snapchat, Nextdoor, YouTube, and other similar internet-enabled platforms that enable the sharing of text, pictures, video, audio, and other content with a broad segment of the public who subscribes to or engages on that platform. Social media provides Councilmembers a valuable and convenient tool for informing and communicating with their constituents and members of the broader community. When used in accordance with City policy, social media enables Councilmembers to showcase their diligent and conscientious service to residents and improve public trust and confidence in City governance.
- 19.3.2 Official Councilmember Social Media Accounts. “Official” social media accounts are those accounts that are created by the City for use by individual City Councilmembers while they hold elected office. Councilmembers’ official social media accounts are not to be used for posting about personal matters that are unrelated to City events, functions, programs, projects, services, policies, or issues.
- 19.3.3 Councilmembers who desire to have an Official social media account must contact the City Clerk and/or IT Manager to set up the account. The login credentials and passwords shall be maintained in the records of the City Clerk and IT Manager to facilitate access for public records retention, transfer of accounts (if a Councilmember’s status as a member of the City Council changes), and any necessary content moderation per the City’s Social Media Posting Guidelines and Moderation Policy. Official Councilmember accounts shall follow a standard naming convention, such as “@CMJonesBD” or similar format.
- 19.3.4 Councilmembers shall use and manage their Official social media accounts using only their City-issued electronic devices rather than their personal devices. Councilmembers must avoid removing or altering any content on their Official social media accounts until it has been properly archived using the City’s current social media archival

software to ensure compliance with public records retention and disclosure laws.

- 19.3.5 It is acknowledged and accepted that Councilmembers may use their Official social media accounts to publicize City events, activities, and projects, and to discuss matters of public concern with constituents. Councilmembers may use social media to engage with residents on issues that are important for effective representation. However, Councilmembers must not post the following types of content on their Official social media accounts:
- a. Content that promotes or reasonably appears to promote any for-profit interest, including commercial businesses, products, or services. This policy does not prohibit Councilmembers from following a practice of spotlighting new businesses in a social media post when they first open in the City, such as by appearing at a ribbon-cutting or “grand opening,” but Councilmembers may only do so on a consistent, non-preferential basis.
 - b. Content that promotes or reasonably appears to promote any candidate or political party in any election at any level of government.
 - c. Content that contains vulgar or profane language.
 - d. Content that personally disparages or attacks the character of other Councilmembers or City officials or employees; however, professional criticism and civil expressions of disagreement on policy grounds are not a violation of this policy.
 - e. Content that violates any terms of use of the hosting social media platform.
- 19.3.6 Personal Social Media Accounts. “Personal” social media accounts are those accounts created by Councilmembers in their personal capacity without City sponsorship, maintenance, administration, or other involvement, and are used strictly for matters relating to personal, family, or commercial business unrelated to City events, functions, programs, projects, services, policies, or issues. Councilmembers must avoid posting anything related to City business on their personal social media accounts. Personal social media accounts must also avoid the following:
- a. Use of any City of Black Diamond email addresses as a point of contact or for account registration.

- b. Identification of the account holder as a current member of the Black Diamond City Council, either in the username or handle.
- c. Use of the City logo, seal, letterhead, or other official City marks.
- d. Use of City Hall contact information (address, phone number, etc.) or links to City web pages or accounts in the account description or banner, unless used strictly as needed to redirect residents to an official City of Black Diamond website or social media account.

19.3.7 Councilmembers must include the following disclaimer, or a link thereto, in the biographical or “About” section of all of their Official City of Black Diamond social media accounts:

The comments expressed on this page reflect the views of the author and may not reflect the opinions or official positions of the City of Black Diamond or the City Council as a whole. Additionally, other Councilmembers may be unable to respond to communications on this page due to the limitations of the Open Public Meetings Act, which precludes a quorum of Councilmembers from conducting discussions of City business outside of a properly noticed public meeting.

This social media site is hosted by one or more third parties. All users of this social media site are subject to this site’s terms of service and its own privacy and moderation policies. The City of Black Diamond has no control over the moderation or privacy policies of third-party social media sites. Nor does the City have any control over commercial advertisements or other posts that may appear on this site. The City has created and maintains its social media accounts as a public service to provide information about City programs, services, projects, issues, events, and activities, and for City Councilmembers to communicate with their constituents regarding City-related matters. The City assumes no liability for any inaccuracies this social media site may contain and does not guarantee that posts to this account will be free of errors.

All comments posted to City social media accounts must be related to discussion of City programs, services, projects, issues, events, and activities, and may be subject to public disclosure under the state Public Records Act. Communications made through social media will in no way constitute a legal or official notice or comment to the City or City officials for any purpose.

The account is intended to convey content that is appropriate for all ages. The City reserves the right to make a record of any comment or post that violates City Social Media Posting Guidelines, and then hide the comment/post if necessary. The City’s Moderation Policy, including the Social Media Posting Guidelines, can be found at the following link:

[link]

- 19.3.8 Councilmembers' Personal social media accounts should include the following disclaimer: "This is the personal [Facebook, etc.] account of [name]. All opinions expressed on this account are my own. Please direct any comments or questions related to the City of Black Diamond to [link to Official social media account]." If a Councilmember receives comments regarding City government business on his/her Personal social media account, the commenter should be directed to visit the City's website or other Official social media account where the comments may be properly received and recorded. Councilmembers should refrain from using City-issued devices to access or manage Personal social media accounts.
- 19.3.9 Comments made on social media by multiple Councilmembers regarding the same matter or issue of City business are subject to Open Public Meetings Act requirements. Accordingly, Councilmembers are cautioned against responding to or commenting on social media posts originating from other Councilmembers or members of the public, particularly if other Councilmembers have already commented or responded. Under no circumstances may a Councilmember respond to or comment on a social media post if he or she would be the fourth Councilmember to post on that issue or subject matter, regardless of whether all Councilmember comments or responses on that issue or subject matter appear in the same social media thread or page.
- 19.3.10 Councilmembers must refrain from referring to a fellow Councilmember in their social media posts unless the other Councilmember has first given express consent.

City of Black Diamond Social Media Posting Guidelines and Moderation Policy

- A. Moderation Policy. The intended purpose of the account is to serve as a mechanism for communication between the City and members of the public. All comments are reviewed after posting. Comments will not be edited by the City or its staff, but the City reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable law. A copy of all restricted or removed content will be preserved pursuant to applicable state record-retention and public-disclosure laws.
- B. Posting Guidelines. Posts and comments containing any of the following forms of content are deemed inappropriate and in violation of this policy:
1. Comments that clearly violate the site's terms of service
 2. Comments deemed potentially libelous
 3. Comments not topically related to the particular social media post or article being commented upon
 4. Comments inciting violence or directing hatred or harassment toward any individual or group
 5. Comments in support of or opposition to political campaigns or ballot measures
 6. Profane language or content
 7. Obscene or explicit comments
 8. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, gender identity, sexual orientation, marital status, political affiliation, or status with regard to public assistance or physical or mental disability
 9. Sexual content or links to sexual content
 10. Advertisements, business solicitations, commercial promotions, or spam
 11. Personal attacks, insults, or threatening language
 12. Private, personal information published without consent
 13. Conduct that suggests or encourages illegal activity
 14. Information that may tend to compromise the safety or security of the public or public system
 15. Comments that embed images from external sources
 16. Plagiarized material, or material that violates intellectual property rights
 17. Comments that violate any law

Please be advised that if you post materials, you participate at your own risk, taking personal responsibility for your comments, your username, and any information provided.

Any content removed based on these guidelines will be retained, including the time, date, and identity of the poster, if available. The City will approach the use of social media tools as consistently as possible and without favor.

The appearance of external links on this site does not constitute official endorsement on behalf of the City of Black Diamond.

Communications made or directed through social media will in no way constitute a legal or official notice or comment to the City or any official or employee of the City for any purpose.

If you have questions or need additional information, please contact the City at info@blackdiamondwa.gov.

- C. Copyright Policy. All information and materials generated by the City of Black Diamond and provided through City social media accounts are the property of the City. The City retains exclusive copyright on all text, graphic images, and other content that was produced by or for the City of Black Diamond and found on its website or social media accounts. Using text, photos, videos, or other content from City social media accounts and websites is prohibited without the express written permission of the City of Black Diamond.

If you are a copyright holder and you feel that your copyrighted material has been improperly used or posted on a City social media account, please notify the City at info@blackdiamondwa.gov with detailed information about the circumstances, so that your concerns may be reviewed and action taken, if appropriate.