

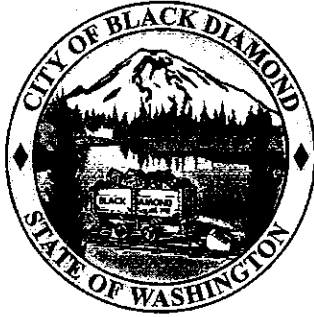
CITY OF BLACK DIAMOND
August 21, 2008 Workstudy Agenda
25510 Lawson St., Black Diamond, Washington

6:00 P.M. – CALL TO ORDER, FLAG SALUTE, ROLL CALL

1.) Nestle Presentation

Dave Palais

ADJOURNMENT:



CITY OF BLACK DIAMOND
August 21, 2008 Meeting Agenda
25510 Lawson St., Black Diamond, Washington

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

PUBLIC COMMENTS: Persons wishing to address the City Council regarding items of new business are encouraged to do so at this time. When recognized by the Mayor, please come to the podium and clearly state your name and address. Please limit your comments to 3 minutes. If you desire a formal agenda placement, please contact the City Clerk at 253-631-0351. Thank you for attending this evening.

PUBLIC HEARINGS:

1.) **AB08-45d** – Latecomer’s Agreement

Mr. Dal Santo

APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS:

Presentation - Make a Difference Day
Introduction of Police Commander
Appointment of Planning Commission Members
Payroll Week Proclamation

Nick Robertson
Chief Kiblinger
Mayor Botts
Mayor Botts

UNFINISHED BUSINESS: None

NEW BUSINESS:

- 2.) **AB08-087** – Resolution Awarding Lake Sawyer Road Overlay Project
- 3.) **AB08-088** – Resolution Authorizing Furnace Purchase
- 4.) **AB08-089** – Resolution Authorizing Addendum to Jail Services Agreement

Mr. Dal Santo
Mr. Williamson
Chief Kiblinger

DEPARTMENT REPORTS:

Police – Chief Kiblinger

Finance – Ms. Miller

Economic Development

Mr. Williamson

MAYOR’S REPORT:

COUNCIL REPORTS:

ATTORNEY REPORT:

PUBLIC COMMENTS:

CONSENT AGENDA:

- 5.) **Claim Checks** – August 21, 2008 No. 320710 through 32096, No. 32098 through 32099, No. 32101, 32102, 32104 through 32142 (voided checks 32069, 32097, 32100, 32103) in the amount of \$127,177.66
- 6.) **Payroll Checks** – July 2008, No. 15069 through 15144 (voided check 15133) in the amount of \$272,589.26
- 7.) **Minutes** – Council Meeting of August 7, 2008

EXECUTIVE SESSION:

ADJOURNMENT:

Make a Difference Day Presentation

Brenda Streepy

From: Nick Robertson [Nick@lsc.org]
Sent: Thursday, July 24, 2008 1:43 PM
To: Brenda Streepy
Subject: Make a Difference Day Presentation to City Council 08-21-08

Brenda, Thank you so much for calling me back and scheduling me in to see the City Council. This will be my third year participating in Make A Difference Day. Over the last two years we have Helped Black Diamond Community Center, The Elementary School and built fences for the Elderly in Cedar Park Community. We would like to see this expanded to bringing in the rest of the Black Diamond Community to work alongside Rotary to promote the Unity and sense of community that I know is important to those who live in Black Diamond.

I have attached a copy of what I hope to present the to council on August 21st. Nick

Nick Robertson

Director of Outreach and Assimilation

Nick@Lsc.org

LSCC Office: 360-886-8045

Fax :360-886-8239

Cell Phone: 206-992-9608

PROPOSAL INTENT: To start a "Make A Difference Day" for the Black Diamond community. The event will be held the 4th Saturday in October.

WHAT IS 'MAKE A DIFFERENCE DAY'? Make A Difference Day is the most encompassing national day of helping others -- a celebration of neighbors helping neighbors. Everyone can participate. Created by USA WEEKEND Magazine, Make A Difference Day is an annual event that takes place on the fourth Saturday of every October. The next event is **Saturday, October 25, 2008.**

BACKING ORGANIZATIONS: Community organizations, businesses, local area churches, citizens and friends of the Black Diamond community and the "Make A Difference Day" organization (<http://www.usaweekend.com/diffday/index.html>).

BACKGROUND: As a member of the Black Diamond community, a local church leader, and a participant in last year's "Make A Difference Day" event in Maple Valley, I believe this event could help our community in several ways, which are:

1. Promote a sense of community and teamwork among the city's residents
2. Help clean up and improve the city's shared spaces
3. Unite neighbors, businesses, churches and other volunteer organizations all for the sake of helping people and building community pride in Black Diamond

PROPOSAL: I propose that the Black Diamond City Council consider a "Make A Difference Day" for Black Diamond. This would involve:

1. Finding out what Black Diamond community needs. For example, are there things we can do for the homeless, hungry or the ill? Are any parks, schools or other public places in need of updates, repairs or simple cleanup?
2. Enlist any community organizations, businesses, or groups to sponsor the event or fund a particular project.
3. Inform the Black Diamond community about the event
4. Choose a meeting place for the morning of October 25 and enlist the local businesses to donate a breakfast and have community and event leaders there to 'rally the troops' and help get people plugged into the various projects.
5. Do the work on October 25 with the community (taking pictures all through the day!). Finish by noon.
6. Celebrate the successes with the Black Diamond community via the various newspapers, etc.

ATTACHED: I have attached a copy of the national "Make A Difference Day" brochure from last year's event. This will give a general overview for discussion.

CONTACT INFO: Nick Robertson at Lake Sawyer Christian Church 31605 Lake Sawyer Road SE. Black Diamond, WA. 98010. 360-886-8045, email: Nick@LSCC.org

Office of the Mayor

Black Diamond, Washington



PROCLAMATION

WHEREAS, the American Payroll Association and its 23,000 members have launched a nationwide public awareness campaign that pay tribute to the more than 156 million people who work in the United States and the payroll professionals who support the American system by paying wages, reporting worker earnings and withholding federal employment taxes; and

WHEREAS, payroll departments collectively spend more than \$15 billion annually complying with myriad federal and state wage and tax laws; and Whereas payroll professionals play an increasingly important role ensuring the economic security of American families by helping to identify non-custodial parents and making sure they comply with their child support mandates; and

WHEREAS, payroll professionals have become increasingly proactive in educating both the business community and the public at large about the payroll tax withholding systems; and

WHEREAS, payroll professional meet regularly with federal and state tax officials to discuss both improving compliance with government procedures and how compliance can be achieved at less cost to both government and businesses; and

NOW, THEREFORE, I, Howard Botts, Mayor of the City of Black Diamond do hereby proclaim on this 21st day of August, 2008, that the week of September 1 through 7, 2008 as

NATIONAL PAYROLL WEEK

in Black Diamond.

Howard Botts
Mayor

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT: Public Hearing - Resolution No. 08-508, authorizing the Mayor to enter into a Latecomer's Agreement with Black Diamond Development, LLC	Agenda Date: August 21, 2008		AB08-054d	
	Department/Committee/Individual	Created	Reviewed	
	Mayor Howard Botts			
	City Administrator –Gwen Voelpel			
	City Attorney – Loren D. Combs	X		
	City Clerk – Brenda L. Streepy			
	Finance – May Miller			
	Public Works – Seth Boettcher		X	
	Economic Devel. – Andy Williamson			
	Police –			
Court – Kaaren Woods				
Cost Impact:				
Fund Source:				
Timeline:				
Attachments: Resolution No. 08-508, Agreement, Exhibit's A, B, C, D, E				
SUMMARY STATEMENT: Public Hearing continued to September 4th Council meeting.				
COMMITTEE REVIEW AND RECOMMENDATION:				
RECOMMENDED ACTION: MOTION to adopt				
RECORD OF COUNCIL ACTION				
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>		
June 5, 2008	Public Hearing Continued to June 19 th Council Meeting			
June 19, 2008	Public Hearing Continued to July 17 th Council Meeting			
July 17, 2008	Public Hearing Continued to August 7 th Council Meeting			
August 7, 2008	Public Hearing Continued to August 21 st Council Meeting			
August 21, 2008				

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 08-536, awarding a contract for an asphalt overlay of a half mile of Lake Sawyer Road from Auburn/Black Diamond Road	Agenda Date: August 21, 2008		AB08-087
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		X
	City Clerk – Brenda L. Streepy		
	Finance – May Miller		
	Public Works – Seth Boettcher	X	
	Economic Devel. – Andy Williamson		
	Police –		
Timeline: September 2008	Court – Kaaren Woods		
Cost Impact: \$103,013.51			
Fund Source: TIB \$104,342 available			
Attachments: (1) Resolution No. 08-536, (2) Contract,(3) Map			
SUMMARY STATEMENT: Competitive bidding: City staff has solicited bids from contractors on our Small Works Roster that provide asphalt paving services. The City received four bids and is recommending that the City award the bid to Western Asphalt, Inc. the lowest bidder.			
Funding: The City was successful in obtaining a street preservation grant from the Transportation Improvement Board for approximately \$100,000 for 2008. TIB is committed to \$104,342 limit which should cover the contract amount if there are no change orders.			
The purpose: This street preservation program seeks to overlay streets reinforcing the pavements section before major deterioration starts. Once major break up of a street begins the cost of reconstruction is several times higher than an overlay of the street.			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 08-536, authorizing the Mayor to sign a contract with Western Asphalt, Inc. for \$103,013.51 substantially in the form as approved by the City Attorney.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
August 21, 2008			

RESOLUTION NO. 08-536

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF BLACK DIAMOND, KING COUNTY,
WASHINGTON, AWARDED THE BID FOR A HALF
MILE OVERLAY OF LAKE SAWYER ROAD**

WHEREAS, the City of Black Diamond has budgeted for the overlay of Lake Sawyer Road and has received a Transportation Improvement Board grant for approximately \$100,000; and

WHEREAS, the City has properly solicited bids through the City adopted small works roster; and

WHEREAS, the City has evaluated the bids selected the lowest qualified bidder; and

WHEREAS, Western Asphalt was the lowest responsive bid, now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, that Western Asphalt, Inc. is hereby awarded the bid for the Lake Sawyer Road Overlay project in the amount of \$103,013.51 including Washington State Sales Tax. A copy of the Western Asphalt, Inc. bid is attached with this resolution and is part of the contract.

BE IT FURTHER RESOLVED that the Mayor is authorized to sign a contract substantially in a form as approved by the City Attorney with Western Asphalt, Inc. to complete the Lake Sawyer Road Overlay project.

PASSED by the City Council at an open public meeting held on the 21st day of August, 2008.

Mayor Howard Botts

Attested:

Brenda L. Streepy, City Clerk

WESTERN ASPHALT, INC.

DATE: 08/05/08

ASPHALT PAVING

P.O. BOX 980
MAPLE VALLEY, WA 98038

Phone: 425-432-8434 or 206-624-4433
Fax: 425-432-8854

CONTRACTING PARTY

CITY OF BLACK DIAMOND
ATTN: DAN DAL SANTO
360-886-2592
FAX 360-886-2592

PROJECT NAME:

LAKE SAWYER/AUBURN ROAD
BLACK DIAMOND, WA

PAGE 1 OF 2

OUR PROPOSAL IS TO FURNISH THE FOLLOWING ITEMS ONLY AND ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW. QUOTATION VALID FOR 15 DAYS.

Approximate Quantity	Unit	Description of Item	Unit Price	Total Price
RE: ASPHALT PAVING				
<p>ITEM #1 - OFF-SITE PAVING. LAKE SAWYER ROAD. GRIND EXISTING ASPHALT AT BUTT JOINT TO ACCEPT A 2" HMA 1/2" OVERLAY. REMOVE AND DISPOSE OF SPOILS. SWEEP AND APPLY PETRO-MAT OVERLAY FABRIC. PAVE WITH 2" HMA 1/2". <u>RE-STRIPE ROAD TO MATCH EXISTING AND ADJUST 4 MANHOLES IN SHOULDER TO NEW ASPHALT ELEVATION. TRAFFIC CONTROL IS INCLUDED.</u></p>				
1	LS	1. GRIND AND OVERLAY PREP - INCLUDES 4 X 60 REPAIR.	LS	\$3,900.00
4,760	SY	2. PETRO-MAT FABRIC - DRIVE LANES ONLY.	\$2.65	\$12,614.00
1	LS	3. FLAGGING AND TRAFFIC CONTROL	LS	\$5,900.00
7,335	SY	4. 2" HMA OVERLAY	\$9.14	\$67,041.90
1	LS	5. CHANNELIZATION TO MATCH EXISTING.	LS	\$2,650.00
5	EA	6. ADJUST 5 MANHOLES TO NEW ELEVATION.	\$450.00	\$2,250.00
1	LS	7. SHOULDER RESTORATION.	LS	\$500.00
<p>PLEASE NOTE: 1. PRICES FOR ABOVE STATED ITEMS ONLY. 2. PRICES BASED ON ONE MOBILIZATION. 3. PRICES EXCLUDE: PRE-LEVEL 4. PRICES ARE EFFECTIVE THROUGH AUGUST 2008. <i>Exclude tax</i></p>				
<i>Total</i>			\$	94,855.90
			<i>WAST</i>	8,157.61
			<i>total</i>	\$ 103,013.51

SEE ATTACHED PAGE FOR ALL CONDITIONS OF QUOTATION:

YOUR SIGNATURE ON ALL SHEETS, & RETURNED TO US WILL MAKE THIS A LEGAL CONTRACT FOR THE PERFORMANCE OF THE ABOVE WORK. RESERVING RIGHT OF WESTERN ASPHALT, INC. TO CANCEL IF UNIT PRICES INCREASE BEFORE WESTERN ASPHALT COMMENCES ACTUAL WORK ON ANY PHASE OF THE PROJECT.

Approved by Owner

Western Asphalt, Inc.

By ROB MEIDINGER

Accepted:

GENERAL MANAGER

**CITY OF BLACK DIAMOND
SMALL PUBLIC WORKS CONSTRUCTION CONTRACT**

THIS Agreement is dated the ____ day of _____, 2008, and is made and entered into by CITY OF BLACK DIAMOND, WASHINGTON (“CITY”) and WESTERN ASPHALT, INC. (“CONTRACTOR”) for the following project:

Asphalt overlay of approximately ½ mile of Lake Sawyer Road from Auburn/Black Diamond Road (“PROJECT”).

The City and Contractor agree as follows:

1. Contract Documents. The Contractor shall do all work, furnish all tools, material, and equipment, and complete the construction of the Project in accordance with the Contract Documents. The Contract Documents consist of the following in order of precedence:

- a. Written change orders or orders for changes in the work issued after execution of this Agreement;
- b. This Agreement signed by the City and Contractor;
- c. Bid Quotation; and
- d. 2008 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, except Sections 1-04.1 through 1-04.6, 1-07.18, 1-08, 1-09.5, 1-09.11 and 1-09.13. All references in the Standard Specifications to the terms “State”, “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “City of Black Diamond”.

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Project by the Contractor. These Contract Documents complement each other in describing a complete work. Any requirement in one document binds as if stated in all. The Contractor shall provide any work or materials clearly implied in the Contract even if the Contract does not mention it specifically. If any part of the Contract requires work that does not include a description of how the work will be performed, the work shall be performed in accordance with standard trade practices.

2. Date of Commencement and Substantial Completion Date. The date of commencement shall be immediately after receipt of the notice to proceed. The Contractor shall complete the Project not later than thirty (30) calendar days after the date the Notice to Proceed is issued. The Contractor shall submit any requests for time extensions to the City in writing no later than seven days after the delay occurs. To be considered by the City, the request shall be in sufficient detail (as determined by the Engineer) to enable the City to ascertain the basis and amount of the time requested. The request shall include an updated schedule that supports the request and demonstrates that the change or event: (1) had a specific impact on the critical path, and except in cases of concurrent delay, was the sole cause of such impact, and (2) could not have been avoided by resequencing of the work or by using other reasonable alternatives. The City will evaluate and respond within seven days of receiving the request. The authorized time for physical completion will be extended for a period equal to the time the Engineer determines the work was delayed because of: (1) Adverse weather causing the time requested to be unworkable; (2) any action, neglect, or default of the City its officers, or employees, or of any other contractor employed by the City; (3) Fire or other casualty for which the Contractor is not responsible; (4)

Strikes; (5) Exceptional causes not specifically identified in items 1 through 4, provided the request letter proves the Contractor had no control over the cause of the delay and could have done nothing to avoid or shorten it.

3. Contract Sum. Subject to additions and deductions by change order, the contract sum is the bid amount of \$103,013.51 including sales tax. The contract sum shall include all items and services necessary for the proper execution and completion of the Project.

4. Liquidated Damages. Timely performance and completion of the Project is essential to the City and time limits are of the essence. In the event Contractor fails to complete the work by the completion date, plus any authorized extensions thereof, the Contractor shall pay the City liquidated damages in the amount of \$500.00 for each calendar day of delay in completion of the Project.. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire contract.

5. 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.

6. Payment. Each month after commencement of the Project, Contractor shall make a request for payment for work done during the preceding month. Failure to perform any of the obligations under the Contract by the 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. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

7. Retainage. Pursuant to RCW 60.28, a sum of 5 percent of the monies earned by the 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.

8. 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, the 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 the Contractor. The 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.

9. Warranty. Contractor warrants that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required and permitted by the Contract Documents; (2)

the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract.

10. Correction of Work. Contractor shall promptly correct Work rejected by the City as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work. In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after substantial completion, correct work not conforming to the requirements of the Contract Documents. 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.

11. Indemnification/Hold Harmless. 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 and 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 specifically and expressly understood that the indemnification provided herein constitutes the 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 Agreement.

12. Insurance. The Contractor shall procure and maintain 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, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit The City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

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

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 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 the 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 insurance covering interests of the City, the 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 and extended coverage and physical loss or damage including flood and 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 the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

B. 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.

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

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

2. The 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.

D. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

E. Waiver of Subrogation. The Contractor and the City waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages

caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the Work. The policies shall provide such waivers by endorsement or otherwise.

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

G. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the 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.

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

13. Prevailing Wage Requirements. The Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The hourly wages to be paid laborers, workers, or mechanics shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in King County. No payment will be made on this contract until the contractor and each and every subcontractor has submitted a "Statement of Intent to Pay Prevailing Wages" (LI 700-29) that has been approved by the industrial statistician of the Department of Labor and Industries. No final payment or release of any retainage will be made until the contractor and each and every subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7) that has been certified by the industrial statistician of the Department of Labor and Industries.

The contractor shall post the prevailing rate of wage statement in a location readily visible to workers at the job site, or as allowed by RCW 39.12.020. The "Statement of Intent to Pay Prevailing Wages" shall include:

1. The contractor's registration certificate number; and
2. The prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the estimated number of workers in each classification.

Statements of intent to pay prevailing wages and affidavits of wages paid shall be on forms approved by the Department of Labor and Industries.

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

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

16. Notice. Any notices required to be given by the City to Contractor or by Contractor to the City shall be in writing and delivered to the parties at the following addresses:

The City:

Contractor:

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

Rob Meidinger
Western Asphalt, Inc.
P.O. Box 980
Maple Valley, WA 98038

Phone:
Fax:

Phone: 425-432-8434
Fax: 425-432-8854

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

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

19. Extent of Agreement/Modification. This Agreement, 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 Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

CITY OF BLACK DIAMOND

CONTRACTOR
WESTERN ASPHALT, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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 Agreement attached hereto; that _____, (*Contract Signer*) who signed said Agreement on behalf of the Contractor, was then _____ (*Corporate Title*) of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

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 the 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 the Contractor, shall be:

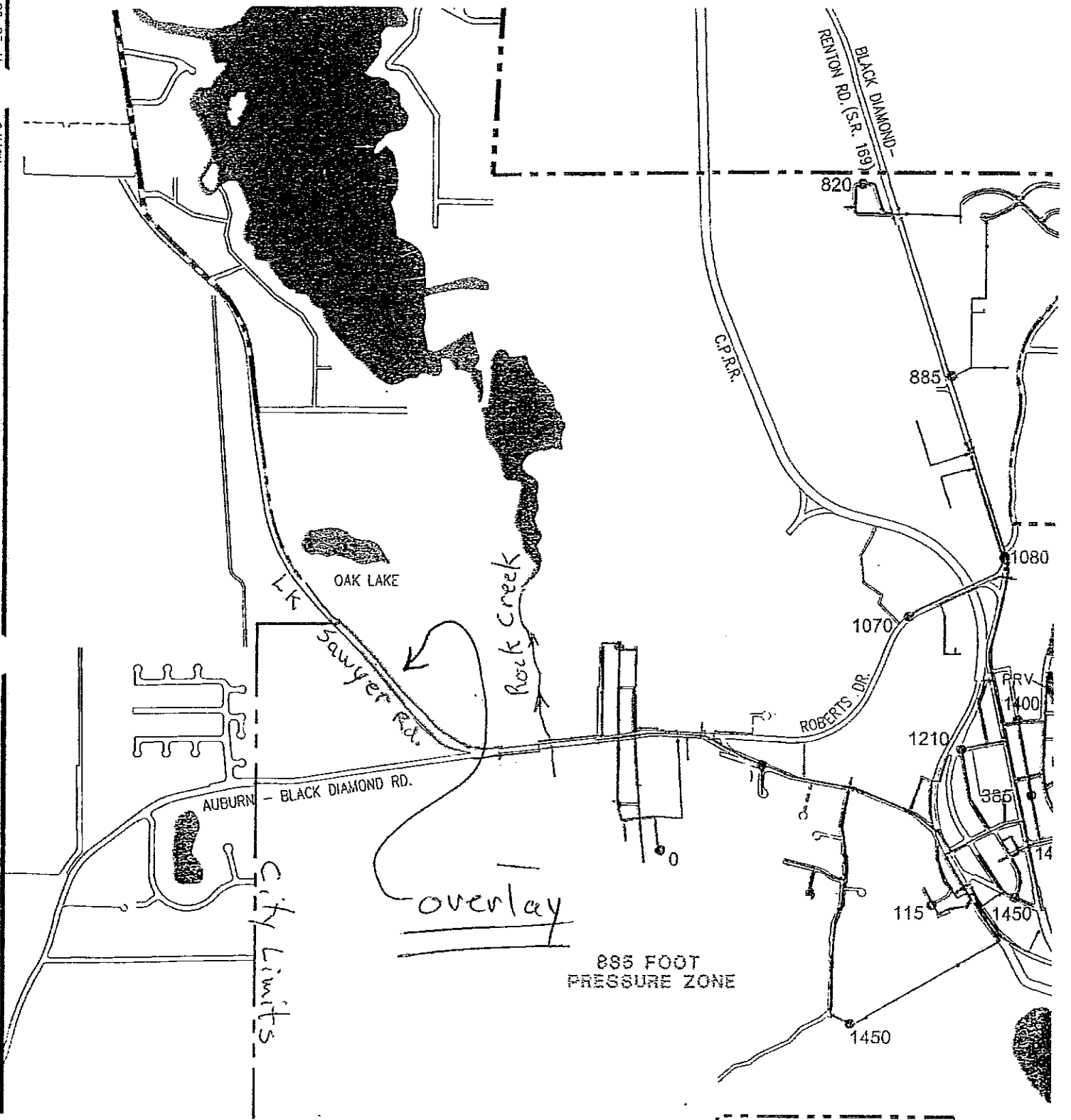
_____ (1) Retained in a fund by the City.

_____ (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 the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and the bonds and securities held in escrow. The Contractor in choosing option (2) or (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

Contractor Signature

Date



Vicinity Map
 Not to scale

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION			
SUBJECT: Resolution No. 08-537, authorizing the furnace purchase at the Police Department/Council Chambers from Dicks Heating & A/C INC.	Agenda Date: August 21, 2008		AB08-088
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Streepy		X
	Finance – May Miller		
	Public Works – Seth Boettcher		
	Economic Devel. – Andy Williamson	X	
	Police –		
Cost Impact: \$4,025.95	Court – Kaaren Woods		
Fund Source: General Fund	Commander Kiblinger		
Timeline:			
Attachments: Resolution No. 08-537, Purchase Invoice			
<p>The Council Chambers/ Police Station share the same heating and air condition units. The furnace air exchange unit has failed causing the air conditioner to freeze. Without the proper air flow the air conditioners have overloaded and froze causing damage in the police squad room. Dicks Heating & A/C Inc. has serviced the units in the past and was able to perform the work and determined that the unit needed to be replaced.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 08-537, authorizing the purchase of a new furnace from Dicks Heating & A/C Inc.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
August 21, 2008			

RESOLUTION NO. 08-537

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE PURCHASE OF A NEW FURNACE
FOR THE POLICE DEPARTMENT/COUNCIL CHAMBERS
FROM DICKS HEATING & A/C INC**

WHEREAS, the air flow for the air conditioning unit at the Council Chambers/Police Station has failed and caused water damage to the squad room ceiling and carpet; and

WHEREAS, The City has determined the need to replace the furnace at the Council Chambers / Police Station; and

WHEREAS, Dicks Heating and A/C Inc is willing and able to install a new furnace;

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

Section 1. The City Council hereby authorizes the purchase of a new furnace from Dicks Heating & A/C Inc. for the Police Station/Council Chambers for an amount not to exceed 4,025.95.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,
WASHINGTON, AT A REGULAR MEETING, THIS 21ST DAY OF AUGUST, 2008.**

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk

CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION

SUBJECT: Resolution No. 08-538, authorizing the Mayor to execute an Addendum to the Jail Service Contract with the City of Buckley	Agenda Date: August 18, 2008		AB08-089	
	Department/Committee/Individual	Created	Reviewed	
	Mayor Howard Botts			
	City Administrator –Gwen Voelpel			
	City Attorney – Loren D. Combs			
	City Clerk –Brenda L. Streepy		X	
	Finance – May Miller			
	Public Works – Dan Dal Santo			
	Economic Devel. – Andy Williamson			
	Police –Chief Kiblinger	X		
Cost Impact:	Court – Kaaren Woods			
Fund Source:				
Timeline: January 1, 2009				

Attachments: Resolution No. 08-538, Cover Letter, Addendum

SUMMARY STATEMENT:

Currently the City has a Jail Service Contract with the City of Buckley. Effective January 1, 2009, the daily rates for the Buckley jail will increase from \$52.00 to \$57.00 per day. This is the first increase in several years.

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: MOTION to adopt Resolution No. 08-538, authorizing the Mayor to execute an addendum to the Jail Service Contract with the City of Buckley.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 21, 2008		

RESOLUTION NO. 08-538

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE AN
ADDENDUM TO THE JAIL SERVICES CONTRACT WITH
THE CITY OF BUCKLEY**

WHEREAS, the City of Black Diamond currently has a Jail Services Contract with the City of Buckley; and

WHEREAS, due to the rising costs associated with running a jail the City of Buckley has determined that an increase in the daily bed rate is necessary;

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

Section 1. The Mayor is authorized to execute an Addendum to the Jail Service Contract with the City of Buckley as contained in form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21ST DAY OF AUGUST, 2008.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk



Police Department

Chief James Arsanto

August 7, 2008

Chief Jamey Kiblinger
Black Diamond Police Department
P.O. Box 599
Black Diamond, WA 98010

RE: Jail Service Contract Daily Rate Increase

Dear Jamey:

This letter is to advise you that as of January 1, 2009 the City of Buckley's daily jail rate will be increased to \$57.00 per day. As you are aware rates have not increased for several years and the cost of running a jail has increased significantly. We now offer Prisoner Transports most of the time, hold females when space is available, have added Live Scan fingerprint system to save your agency clerical time, and are looking in to video arrangements, which should be installed by the first of the year. Unfortunately these changes have forced me to evaluate the current daily bed rate and determine that an increase was necessassary.

I have included with this cover letter an Addendum to the current Jail Service Contract outlining the daily rate increase. Please obtain the proper approval and signatures and return to me as soon as possible. If you have any questions or comments please feel free to contact me.

Sincerely

Chief James Arsanto
Buckley Police Department
P.O. Box 640
Buckley, WA. 98321
jarsanto@cityofbuckley.com
(360) 829-3157
Cell (253) 377-9633

ADDENDUM
CITY OF BUCKLEY- CITY OF BLACK DIAMOND
PARTIES

1. This Addendum, dated August 7, 2008, is an addendum to a Jail Service Agreement currently in place, between the City of Buckley, a municipal corporation ("Buckley") and the City of Black Diamond, a municipal corporation ("Black Diamond").

RECITALS

2. WHEREAS, pursuant to Chapter 39.34 and 70.48 RCW, Black Diamond and BUCKLEY may enter into an agreement through their respective legislative bodies whereby BUCKLEY shall furnish jail facilities for Black Diamond prisoners upon such terms as may be mutually agreed upon.

AGREEMENT

3. Daily rate for lodging, in the Buckley City Jail is hereby modified to \$57.00 per day effective January 1, 2009.
4. Number 4, page two, Copy of arrest warrant or citation is hereby modified to read as follows:

COPY OF ARREST WARRANT, CITATION OR MUNICIPAL COURT COMMITMENT.

Black Diamond law enforcement officers placing Black Diamond misdemeanor-charged prisoners in the Buckley Jail shall, in every instance, first furnish an arrest warrant, criminal citation or municipal court commitment to the jail.

DATE _____

DATE _____

CITY OF BLACK DIAMOND

CITY OF BUCKLEY

By: _____
Mayor

by: _____
Mayor Pat Johnson

Administrator Dave Schmidt

Approved As To Form:

Black Diamond City Attorney

Buckley City Attorney