

**RESOLUTION NO. 13-873**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AWARDING THE LOW BID ON THE SE 288<sup>TH</sup> STREET  
OVERLAY PROJECT TO LAKESIDE INDUSTRIES INC.**

**WHEREAS**, the City received a Transportation Improvement Board (TIB) grant for the SE 288<sup>th</sup> Street Overlay project with a current amount of \$131,135; and

**WHEREAS**, the City has a match requirement of 10%; and

**WHEREAS**, the City has planned and budgeted for the SE 288<sup>th</sup> Street Overlay project; and

**WHEREAS**, the City has received bids on May 6, 2013; and

**WHEREAS**, Lakeside Industries Inc. was the low 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.** Award the bid of the SE 288<sup>th</sup> Street Overlay project to Lakeside Industries Inc. in the amount of \$141,605.30 and authorize the Mayor to execute a contract for the same.

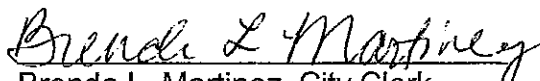
**Section 2.** Authorize a \$14,000 contingency fund for the SE 288<sup>th</sup> Street Overlay project.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16<sup>TH</sup> DAY OF MAY, 2013.**

CITY OF BLACK DIAMOND:

  
\_\_\_\_\_  
Rebecca Olness, Mayor

Attest:

  
Brenda L. Martinez, City Clerk

REQUEST FOR BIDS  
FOR  
SE 288<sup>TH</sup> STREET OVERLAY  
IN BLACK DIAMOND

RECEIVED  
LAKESIDE INDUSTRIES  
KENT DIVISION

MAY 22 2013

FILE  
 MAIN OFFICE  
 CC

The City is requesting asphalt grinding, patching and overlay work for SE 288<sup>th</sup> Street from 228<sup>th</sup> Avenue SE to 236<sup>th</sup> Avenue SE in the City of Black Diamond. The City is requesting unit price bids for each category of work as defined in the attached bid proposal form / Scope of Work.

The cut and patch marks on the street delineate the intended failed pavement removal only as measured longitudinally along the roadway and are not meant to delineate patch width. City will freshen the patch delineation striping on the roadway after award of the project (see plans).

Small Works Roster Bids must be turned into the Public Works counter, located at 24301 Roberts Drive, Black Diamond, WA 98010, by 1:30 pm on Monday, May 6, 2013.





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:

ITEM NO.	SCOPE OF WORK	UNIT PRICE	QUANTITY	TOTAL
1	MOBILIZATION (NOT TO EXCEED 10% OF TOTAL BID)	10,000 <sup>-</sup> LS	1	\$ 10,000 <sup>-</sup>
2	PROJECT TEMPORARY TRAFFIC CONTROL	15,000 <sup>-</sup> LS	1	\$ 15,000 <sup>-</sup>
3	REMOVE ASPHALT CONCRETE PAVEMENT	6 <sup>-</sup> SY	2355	\$ 14,130 <sup>-</sup>
4	PLANING BITUMINOUS PAVEMENT	10 <sup>-</sup> SY	250	\$ 2500 <sup>-</sup>
5	CRUSHED SURFACING TOP COURSE	20 <sup>-</sup> TON	10	\$ 200 <sup>-</sup>
6	HMA CL. 1 IN. PG 64-22 FOR PAVEMENT REPAIR	75 <sup>-</sup> TON	535	\$ 40,125 <sup>-</sup>
7	HMA CL. ½ IN. PG 64-22 FOR OVERLAY	65 <sup>-</sup> TON	795	\$ 51,675 <sup>-</sup>
8	CRACK SEALING CREW (INCLUDING EQUIPMENT)	350 <sup>-</sup> HR	8	\$ 2800 <sup>-</sup>
9	HOT ASPHALT SEALANT FOR CRACK SEALING	GALLO 3 <sup>-</sup> N	40	\$ 120 <sup>-</sup>
10	ADJUST MONUMENT CASE AND COVER TO GRADE	300 <sup>-</sup> EA	6	\$ 1800 <sup>-</sup>
11	ADJUST EXISTING GAS VALVE TO GRADE	300 <sup>-</sup> EA	3	\$ 900 <sup>-</sup>
12	PAINT LINE	0.30 LF	7851	\$ 2355.30
<b>TOTAL AMOUNT BID</b>				<b>\$ 141,605.30</b>

LAKESIDE INDUSTRIES INC

Bidder

05-06-2013

Date

LAKES1\*27A>>

Contractor's License No.

058352022

Contractor's DUNS No.

By Craig Wickel  
Authorized Official

Address:

18808 SE 256<sup>th</sup> ST  
COVINGTON WA 98042

- NOTES: 1. If the bidder is a copartnership, 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.

**CITY OF BLACK DIAMOND**

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

**SMALL PUBLIC WORKS CONTRACT**

1. **Parties.** This Contract is voluntarily and knowingly entered into by and between the CITY OF BLACK DIAMOND, King County, Washington ("City"), and LAKESIDE INDUSTRIES INC ("Contractor"), collectively, "the Parties."

2. **Project.** The Parties enter into this Contract for purposes of Contractor performing work ("the Project"), generally described as:

**I. SE 288<sup>th</sup> Street Overlay Project, including those additives, if any, specified in the bid award.**

ii.

3. **Effective date.** This Contract becomes effective and binding upon the Parties, including their heirs, successors, and assigns, immediately upon the most recent date of signature appearing on this Contract.

4. **Notices to Parties.** Contractor agrees to accept notices under this Contract via e-mail. It is the responsibility of Contractor to notify 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:

**CITY:**

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

**CONTRACTOR:**

LAKESIDE INDUSTRIES INC  
18808 SE 256<sup>th</sup> ST  
COVINGTON WA 98042  
Tax I.D. # 91-0751657  
Contact: CRAIG NICKEL  
Phone: (253) 631-3611  
Fax: (253) 620-2011

5. **Notice to Proceed.** The 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. 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. The July 31, 2013 deadline for completion of all work in accordance with the terms and conditions of the Agreement shall remain in effect provided that the notice to proceed is issued prior to June 28, 2013.

6. **Obligations of Contractor.** In consideration of the mutual promises and obligations of the parties contained herein and incorporated by reference, Contractor expressly agrees to the following terms and conditions:

A. *In general*

- (1) Responsible for all labor. Contractor agrees and understands that Contractor shall be solely responsible for furnishing all labor necessary to complete the Project as required.
- (2) Responsible for performing all work. Contractor agrees and understands that Contractor shall be solely responsible for performing all work necessary to complete the Project as required.
- (3) Responsible for furnishing all materials and equipment. Contractor agrees and understands that Contractor shall be solely responsible for furnishing all materials and equipment necessary to complete the Project as required, except for any materials expressly agreed in writing to be provided by City. Materials and equipment furnished under the Contract will be new and of good quality unless otherwise required and permitted by the City.
- (4) Documents incorporated by reference. Contractor agrees and understands that all terms and specifications contained in any Request for Bids that was issued by City as part of determining the awarding of this Contract are hereby incorporated by reference and must be complied with, unless one or more of such terms and specifications are expressly amended or waived in writing by City.
- (5) Laws and regulations to be followed. Contractor agrees and understands that Contractor, his employees, agents, and subcontractors, must at all times fully comply with all applicable laws, regulations, and administrative rulings in performing work for the Project.
- (6) Work Hours. The contractor shall not work on weekends. On Mondays through Thursdays, the contractor shall not start work before 7:00 AM, and shall not work after 6:00 PM. The contractor shall not start work before 7:00 AM on Fridays. The contractor must be off the street and shall not work after 3:30 PM on Fridays.
- (7) Conditions of Work. By submitting a proposal in response to the City's solicitation for quotations, the Contractor represents and warrants to the City that the Contractor has fully informed himself/herself/itself of all conditions relating to the work involved for completing the Project. In prosecuting the work, the 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.
- (8) Contractor's Responsibility. The Contractor will prosecute the work in accordance with instructions, descriptions and/or plans and specifications provided by the City. The Contractor shall carry on the work at his/her/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 the Contractor, the 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 the Contractor. The 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. The 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, falsework 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 the Contractor will rely on for purposes of conducting the work for the Project.

- (9) 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 the Contractor in an efficient and expeditious manner as required and directed by the City.
- (10) Safety. The Contractor and his 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. The 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 City from damages assessed against 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 agrees and understands that prevailing wages, as that term is defined under the laws of the State of Washington, shall be paid for all work performed on this Project by Contractor and by Contractor's subcontractors and agents.

The State of Washington prevailing wage rates applicable for this public works project, which is 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 26, 2013**. A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner, located at 24301 Roberts Drive, Black Diamond, WA 98010. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.



- (2) Notice to City. The Contractor shall provide a minimum 48-hours notice prior to commencement of work under this Contract. by phone to the City's assigned project manager as directed at the preconstruction conference.
- (3) The Scope of Work, Bid Form, and Specifications to be followed. Contractor agrees that all work is to be performed to the City's satisfaction and in compliance with:
  - a. The 2012 Standard Specifications for Road, Bridge, and Municipal Construction Division 2 through 9
  - b. The attached scope of work
  - c. Section 1-08.9 for the determination of Liquidated Damages
  - d. Requirements contained in any Request for Bids (RFB) that was issued by the City prior to awarding this Contract, unless such requirements or specifications are expressly amended in writing by the City
- (4) Bid Documents to control. Contractor agrees that all work is to be performed to the City's satisfaction and in compliance with the Bid Documents. Where the Bid Documents do not address specific construction issues, the City's Engineering Design & Construction Standards (can be found on the Public Works page on the city's website) shall control.
- (5) Schedule of Work to be followed. All work outlined in the scope of work needs to be completed within 15 working days from the Notice to Proceed but in any case no later than July 31, 2013. Contractor understands and agrees that time is of the essence in performing the work needed for this Project. 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.
- (6) 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. In addition to the Contractor's other obligations under the Contract, the Contractor shall, for a period of one year after final acceptance of the Project by the City, correct work not conforming to the requirements of the Contract. 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.
- (7) 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 designee, and accepted by same.

C. *Non-Discrimination*

- (1) Contractor agrees that it, and its subcontractors and other 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, sexual orientation, 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 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 13 categories of work 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.

**8. Payment**

- A. The Contractor shall request approval and acceptance of each category of work from the City. The Contractor may not bill for the completed work until the City has accepted the completed work.
- B. Contractor shall maintain time and expense records and provide them to the City monthly, along with monthly invoices for any hourly work performed to the date of the invoice.
- C. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice.
- D. 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.
- E. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

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

Initial:   CN   (Contractor)

10. **Retainage.** Pursuant to RCW 60.28, a sum of five (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.
11. **Changes.** After execution of the Contract, changes in the Project may be accomplished by change order. The City, without invalidating the Contract, may request additional services within the general scope of the Contract consisting of additions, deletions or other revisions according to the commitment of equipment and rates for each category of work. The Contract Sum and Contract completion date will be 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. Such compensation shall be pro-rated based upon the lump sum bid and the percentage of the work completed. 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.
13. **Responsibility Criteria and Verification by Contractor.** Pursuant to Chapter 39.04 RCW, the following requirements must be included in any public works contract:

A. *Responsibility Criteria*

1. Eligibility to be awarded contract. To be awarded this public works contract, the 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 (UBI) 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 must verify the responsibility criteria contained above for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify 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 public works contract and 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, that insurance is maintained by Contractor and each of its 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 agents, representatives, or employees.
- 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:
  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.

- 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.
- F. 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 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. 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.
- G. 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.
- H. 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.
- I. 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.

## 15. Claims for damages

- A. Excluded situations. 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 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 the 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 the Standard Specifications.

C. "Damages" defined. For purposes of applying RCW 4.24.115 to this Contract, Contractor and 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.

- 16. 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. It is further agreed that all 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. 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.
- 17. 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.
- 18. Independent Contractor.** Contractor is and shall be at all times during the term of this Agreement an independent contractor.
- 19. 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.
- 20. 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.
- 21. 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.

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

**CITY OF BLACK DIAMOND**

**CONTRACTOR**

By: Rebecca Olness  
Print name: Rebecca Olness  
Title: Mayor  
Date: 6-5-13

By: Craig Nickel  
Print name: CRAIG NICKEL  
Title: PROJ MGR  
Date: 05-29-2013

Attachments

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, DAX WOOLSTON (Corporate Officer (Not Contract Signer)) certify that I am the CFO / TREASURER (Corporate Title) of the corporation named as Contractor in the Agreement attached hereto; that CRAIG NICKE, (Contract Signer) who signed said Agreement on behalf of the Contractor, was then ESTIMATOR / PROJ MANAGER (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.

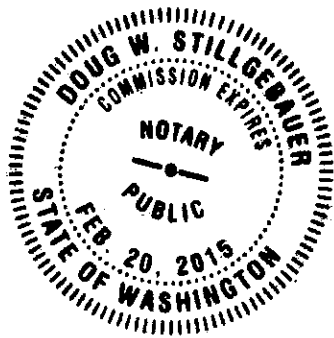
[Signature]  
Corp. officer signature (not contract signer)  
DAX WOOLSTON  
Printed  
CFO / TREASURER  
Title

State of WASHINGTON

County of KING

DAX WOOLSTON, (corporate officer (not contract signer)) being duly sworn, deposes and says that he/she is CFO / TREASURER (Corporate Title) of LAKESIDE INDUSTRIES, INC (Name of Corporation)

Subscribed and sworn to before me this 31<sup>ST</sup> day of May, 20 13



[Signature]  
Notary Public (Signature)

DOUG W STILLGEBAUER  
Notary Public (Print)  
My commission expires 2/20/15