



MEDINA CITY COUNCIL

Monday, September 11, 2023

5:00 PM – REGULAR MEETING

AGENDA

VISION STATEMENT

Medina is a family-friendly, diverse and inclusive community on the shores of Lake Washington. With parks and open spaces, Medina is a quiet and safe small city, with active and highly-engaged residents. Medina honors its heritage while preserving its natural environment and resources for current and future generations.

MISSION STATEMENT

Ensure efficient delivery of quality public services, act as responsible stewards of Medina's financial and natural resources, celebrate diversity, leverage local talent, and promote the safety, health, and quality of life of those who live, work, and play in Medina.



MEDINA, WASHINGTON

MEDINA CITY COUNCIL REGULAR MEETING

Hybrid - Virtual/In-Person

Monday, September 11, 2023 – 5:00 PM

AGENDA

MAYOR | Jessica Rossman

DEPUTY MAYOR | Randy Reeves

COUNCIL MEMBERS | Cynthia F. Adkins, Jennifer Garone, Harini Gokul, Mac Johnston, Bob Zook

CITY MANAGER | Stephen R. Burns

CITY ATTORNEY | Scott Missall

CITY CLERK | Aimee Kellerman

Virtual Meeting Participation

The Medina City Council has moved to hybrid meetings, offering both in-person and online meeting participation. In accordance with the direction from Governor Inslee, masking and social distancing will be optional for those participating in person. Individuals who are participating online and wish to speak live can register their request with the City Clerk at 425.233.6411 or email akellerman@medina-wa.gov and leave a message before 2PM on the day of the September 11 Council meeting. Please reference Public Comments for September 11 Council Meeting on your correspondence. The City Clerk will call on you by name or telephone number when it is your turn to speak. You will be allotted 3 minutes for your comment and will be asked to stop when you reach the 3 minute limit. The city will also accept written comments. Any written comments must be submitted by 2 PM on the day of the September 11 Council meeting to the City Clerk at akellerman@medina-wa.gov.

[Join Zoom Meeting](#)

Meeting ID: 819 6169 6176

Passcode: 689036

One tap mobile

+12532050468,,81961696176# US

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Council Members Adkins, Garone, Gokul, Johnston, Reeves, Rossman and Zook

2. APPROVAL OF MEETING AGENDA

3. **PUBLIC COMMENT PERIOD**

Individuals wishing to speak live during the Virtual City Council meeting may register their request with the City Clerk at 425.233.6411 or email akellerman@medina-wa.gov and leave a message **before 2PM** on the day of the September 11 Council meeting. Please reference Public Comments for September 11 Council Meeting on your correspondence. The City Clerk will call on you by name or telephone number when it is your turn to speak. You will be allotted 3 minutes for your comment and will be asked to stop when you reach the 3 minute limit.

4. **PRESENTATIONS**

- 4.1 Reports and announcements from Park Board, Planning Commission, Emergency Preparedness, and City Council.

Time Estimate: 10 minutes

5. **CITY MANAGER'S REPORT**

Time Estimate: 30 minutes

Police, Development Services, Finance, Central Services, Public Works, City Attorney

[5.1a](#) City Manager Monthly Report

[5.1b](#) Police Monthly Report

[5.1c](#) Development Services Monthly Report

[5.1d](#) Finance Monthly Report

[5.1e](#) Central Services Monthly Report

[5.1f](#) Public Works Monthly Report

6. **CONSENT AGENDA**

Time Estimate: 5 minutes

Consent agenda items are considered to be routine and will be considered for adoption by one motion. There will be no separate discussion of these items unless a Councilmember or City staff requests the Council to remove an item from the consent agenda.

[6.1](#) July 2023, Check Register
Recommendation: Approve.
Staff Contact: Ryan Wagner, Director of Finance and HR

[6.2](#) August 2023, Check Register
Recommendation: Approve.
Staff Contact: Ryan Wagner, Director of Finance and HR

- [6.3](#) Park Board Meeting Minutes of May 15, 2023
Recommendation: Receive and file.
Staff Contact: Dawn Nations, Deputy City Clerk
- [6.4](#) Planning Commission Meeting Minutes of:
a) May 24, 2023; and
b) June 27, 2023.
Recommendation: Receive and file.
Staff Contact: Stephanie Keyser, AICP, Planning Manager
- [6.5](#) Draft City Council Meeting Minutes of:
a) June 12, 2023; and
b) July 10, 2023.
Recommendation: Adopt Minutes.
Staff Contact: Aimee Kellerman, CMC, City Clerk
- [6.6](#) Civil Service Commission 2022 Annual Report
Recommendation: Approve.
Staff Contact: Dawn Nations, Civil Service Secretary
- [6.7](#) Gas-Powered Leaf Blower Resolution
Recommendation: Adopt Resolution No. 435.
Staff Contacts: Stephen R. Burns, City Manager and Scott Missall, City Attorney
- [6.8](#) Upland Road Drainage Improvements
Recommendation: Approve.
Staff Contact: Ryan Osada, Public Works Director
- [6.9](#) Upland Road Overlay
Recommendation: Approve.
Staff Contact: Ryan Osada, Public Works Director
- [6.10](#) Confirmation of Appointment to the Medina Parks and Recreation Board
Recommendation: Confirm the appointment of Hayool Park as the Youth Advisor on the Medina Parks and Recreation Board.
Staff Contact: Aimee Kellerman, City Clerk on behalf of the Personnel Committee
- [6.11](#) Resolution No. 436 Amending Financial Policies, Adding Accounts Payable and Expanding EFT Policy.
Recommendation: Adopt Resolution No. 436.
Staff Contact: Ryan Wagner, Finance & HR Director
- [6.12](#) Ordinance Amending Section 8.04.160 of the Medina Municipal Code Regarding Work Hours for Professional Yard Maintenance and Landscaping
Recommendation: Adopt Ordinance No. 1021.
Staff Contacts: Stephen R. Burns, City Manager and Scott Missall, City Attorney

7. **LEGISLATIVE HEARING**

None.

8. **PUBLIC HEARING**

8.1 2024 Preliminary Budget Proposal

Recommendation: Discussion item only.

Staff Contact: Ryan Wagner, Director of Finance and HR

Time Estimate: 30 minutes

9. **CITY BUSINESS**

9.1 Comprehensive Plan Update and Existing Conditions Report

Recommendation: Update only; no action needed.

Staff Contact: Stephanie Keyser, AICP, Planning Manger

Time Estimate: 25 minutes

9.2 Proposed Tree Management Code Violations Section – Text Amendment

Recommendation: Discussion and direction.

Staff Contact: Steve Wilcox, Development Services Director

Time Estimate: 30 minutes

9.3 City Manager Review

Recommendation: Discussion and direction.

Staff Contact(s): Scott Missall, City Attorney and Jessica Rossman, Mayor

Time Estimate: 10 minutes

9.4 E-Vehicle Helmet Law Discussion

Recommendation: Discussion and direction.

Staff Contact: Jeff Sass, Chief of Police

Time Estimate: 15 minutes

10. **REQUESTS FOR FUTURE AGENDA ITEMS AND COUNCIL ROUND TABLE**

11. **PUBLIC COMMENT**

Comment period is limited to 10 minutes. Speaker comments limited to one minute per person.

12. **EXECUTIVE SESSION**

Time Estimate: 25 minutes

RCW 42.30.110(1)(i)

To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

13. ADJOURNMENT

Next regular City Council Meeting: September 25, 2023 at 5 PM.

ADDITIONAL INFORMATION

Public documents related to items on the open session portion of this agenda, which are distributed to the City Council less than 72 hours prior to the meeting, shall be available for public inspection at the time the documents are distributed to the Council. Documents are available for inspection at the City Clerk's office located in Medina City Hall.

The agenda items are accessible on the City's website at www.medina-wa.gov on Thursdays or Fridays prior to the Regular City Council Meeting.

In compliance with the Americans with Disabilities Act, if you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's Office at (425) 233-6410 at least 48 hours prior to the meeting.

UPCOMING MEETINGS AND EVENTS

Monday, September 18, 2023 - Park Board Meeting (5:00 PM)
Monday, September 25, 2023 - City Council Meeting (5:00 PM)
Tuesday, September 26, 2023 - Planning Commission Regular Meeting (6:00 PM)
Monday, October 9, 2023 - City Council Meeting (5:00 PM)
Monday, October 23, 2023 - City Council Meeting (5:00 PM)
Tuesday, October 24, 2023 - Planning Commission Regular Meeting (6:00 PM)
Friday, November 10, 2023 - Veterans Day - City Hall Closed
Monday, November 13, 2023 - City Council Meeting (5:00 PM)
Monday, November 20, 2023 - Park Board Meeting (5:00 PM)
Thursday, November 23, 2023 - Thanksgiving Holiday - City Hall Closed
Friday, November 24, 2023 - Day After Thanksgiving Holiday - City Hall Closed
Monday, November 27, 2023 - City Council Meeting (5:00 PM)
Monday, December 11, 2023 - City Council Meeting (5:00 PM)
Wednesday, December 13, 2023 – Emergency Preparedness Meeting (4:00 PM)
Monday, December 25, 2023 - Christmas Day - City Hall Closed

CERTIFICATION OF POSTING AGENDA

The agenda for Monday, September 11, 2023 Regular Meeting of the Medina City Council was posted and available for review on Friday, September 8, 2023 at City Hall of the City of Medina, 501 Evergreen Point Road, Medina, WA 98039. The agenda is also available on the city website at www.medina-wa.gov.



CITY OF MEDINA

501 EVERGREEN POINT ROAD | PO BOX 144 | MEDINA WA 98039-0144
TELEPHONE 425-233-6400 | www.medina-wa.gov

Date: September 11, 2023

To: Honorable Mayor and City Council

From: Stephen R. Burns, City Manager

Subject: City Manager Report

- Medina Days 2023 was a huge success as this year's weeklong celebration was attended by Medina and residents. This year's events included:
 - Tuesday - Concert-in-the Park in Medina Park. Three separate acts entertained the community along with three separate food trucks.
 - Wednesday - pickleball tournament in Hunts Point. New this year, St. Thomas Church and Eastside Heritage hosted a beer and wine garden in the St. Thomas parking lot.
 - Friday – multiple block parties throughout the city.
 - Saturday morning - kids parade and carnival in Medina Park.
 - Saturday evening/night - Beach Party at Medina Beach Park with live music, three food trucks, water tour ice cream cruise with Eastside Heritage Center, an open house at City Hall, and ending with fireworks from western Display.
 - Sunday - Overlake Golf and Country Club hosted "Hot Cakes and Hot Cars."

Medina Days is a community run event that cannot be done without all the volunteers. We thank all the residents and city staff that made this happen.

- The City Council has identified six goals and priorities for staff to work on in 2023. Below are the goals and status update.
 - Create a clear timeline and protocols for Council projects to include no new code without an enforcement plan.
 - *City staff are working on this with a tentative timeline to report back to Council in the Fall of 2023.*
 - Strategy for creative revenue sources, relook at fine structure and compare or calibrate with other cities.
 - *Development Services Director Steve Wilcox provided an update to the City Council on February 27 covering short-term and long-term budget outlook and stabilization for Development Services. Looking forward, one item we will continue to monitor is the fee schedule to ensure it accurately reflects cost recovery.*

- Implement a full HR system that covers employee lifecycle.
 - *Finance/HR Director Ryan Wagner has implemented the first phase of implementing a full-service Human Resources program that will standardize Medina employment requirements. The first phase was moving the city staff from paper timesheets to a fully automated payroll software solution through ADP. The city went live with solution on May 1, 2023. The Finance Department will continue the buildout of phase 2 for the Human Resources piece that includes hiring, onboarding, and managing HR compliance. City staff estimates that this will be ready to come to Council in the Fall 2023.*

- Add each department's business lines and service levels on the website.
 - *In the first week of June, Central Services Director Aimee Kellerman, working with staff, has included business lines and service levels on the city website – under “Know Your Government” - [Check Out Your Local Government and the Services We Provide | Medina Washington \(medina-wa.gov\)](#).*

- Research and develop a plan for undergrounding utilities; and
 - *Public Works Director Ryan Osada provided an update to the Council at the April 24 City Council Meeting. Staff are finalizing a web page about undergrounding utilities with updated FAQ's as directed by Council. This page is expected to be live by the end of July.*

- Research available options for reducing ghost homes.
 - *City Attorney Scott Missall is researching options and will be providing a brief to the Council at the October 23, 2023, Medina City Council meeting.*

- Bellevue Fire Report – No Report this month.

- 2023 City Council Calendar – See Attached.



MEDINA CITY COUNCIL

2023 AGENDA/ACTION CALENDAR

Meetings scheduled for 5:00 pm, online (unless noticed otherwise).

JANUARY 9, City Council Regular Meeting, 5:00 pm					
Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation	SR520 Build It Faster by Carl Stixrood and John Hutchins - SR520 Working Group - 15 Minutes	Burns		Completed	
Consent Agenda	December 2022, Check Register			Approved	
Consent Agenda	DRAFT CC Minutes 12/12/2022			Adopted	
Consent Agenda	Resolution Supporting Mercer Island Marine Patrol Funding			Adopted Res. No. 429	
Legislative Hearing	Ordinance Approving New Solicitation and Permitting Regulations	Sass		Adopted Ord. No.1018	Legal Notice in Seattle Times 12/24/2022
Public Hearing					
City Business	Comp Plan Update	Keyser		Completed	
City Business	Gas-Powered Leaf Blower Education and Outreach Plan	Burns		Completed	
City Business	Park Use Permit Pilot Program	Burns/Kellerman		Approved	
JANUARY 23, City Council Regular Meeting, 5:00 pm					
Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Presentation					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Legislative Hearing					
Public Hearing					
Public Hearing					
City Business	City Arborist Presentation and Discussion	Wilcox	Discussion and direction	Completed	
City Business	Tree Management Code Amendments	Wilcox	Approve	Approved	

FEBRUARY 13, City Council Regular Meeting, 5:00 pm ATTACHMENT 2

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Presentation	Professional Excellence Award Presentations - Medina Police Department	Sass		completed	
Consent Agenda	January and 13th Month Check Register			approved	
Consent Agenda	PB Minutes 11/21/2022			received	
Consent Agenda	PC Minutes 11/15/2022			received	
Consent Agenda	CC Minutes 1/9/2023 , 1/23/2023			adopted	
Consent Agenda	Flock Contract for License Plate Reader Cameras - Tentative	Sass		approved	
Consent Agenda					
Legislative Hearing					
Public Hearing					
City Business	Comp Plan Public Participation Resolution	Keyser		adopted	
City Business	Comp Plan Update	Keyser		completed	
City Business	Ordinance Amending MMC Chapter 2.24 Parks and Recreation Board and MMC Chapter 2.28 Planning Commission to Allow for Hybrid Meetings and Clarify the Number of Parks and Recreation Board Meetings	Osada/Nations		adopted	
Executive Session	RCW 42.30.110(1)(i) Potential Litigation			completed	

FEBRUARY 27, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation	None				
Consent Agenda	None				
Consent Agenda	None				
Legislative Hearing	None				
Public Hearing	None				
City Business	Development Services Enterprise Budget Discussion	Wilcox	Discussion/Direction	completed	
City Business	Pending Legislative Session Bills	Keyser	Discussion/Direction	completed	

MARCH 13, City Council Regular Meeting, 5:00 pm					
Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation	SR-520 Noise Abatement Project Update by University of Washington Professor of Mechanical Engineering, Per Reinhall - 30 Minutes	Burns		N/A	
Presentation	Professional Excellence Award Presentation - Medina Police Department	Sass		Moved to 5/8	
Consent Agenda	February Check Register			Approved	
Consent Agenda	PC Minutes			Approved	
Consent Agenda	DRAFT CC Minutes			Approved	
Legislative Hearing	None			N/A	
Public Hearing	None			N/A	
City Business	Comp Plan Update	Keyser		None	
City Business	OGCC Street Vacation Update	Keyser/Romanenko		Moved to 4/10	
City Business	Gas-Powered Leaf Blower Update	Burns		Moved to 4/10	
MARCH 27, City Council Regular Meeting, 5:00 pm - CANCELLED					
Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
APRIL 10, City Council Regular Meeting, 5:00 pm					
Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation	None			None	
Consent Agenda	March Check Register		Approve	Approved	
Consent Agenda	PB Minutes - January 23			Approved	
Consent Agenda	PC Minutes		Approve	Approved	
Consent Agenda	DRAFT CC Minutes		Approve	Approved	
Consent Agenda	Proclamation in Recognition of Municipal Clerks Week - Apr 30 - May 6		Approve	Approved	
Consent Agenda	2023 ARCH Work Program and Budget	Burns	Approve	Approved	
Consent Agenda	Contract Approval with BVC, Inc., for city-wide crack seal project	Osada	Approve	Approved	
Legislative Hearing	None			None	
Public Hearing	None			None	

ATTACHMENT 2

City Business	Comp Plan Update	Keyser	None	None	
City Business	Housing Action Plan	Keyser		None	
City Business	OGCC Street Vacation Update	Keyser/Romanenko		Legislative hearing scheduled for 6/12/2023	
City Business	Gas-Powered Leaf Blower Update	Burns		None	
City Business	Park Use Pilot Program	Burns/Kellerman	Approve	Moved to 5/8	
Executive Session	Potential Litigation 42.30.110(1)(i)				

APRIL 24, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation	None			None	
Consent Agenda	None			None	
Legislative Hearing	None			None	
Public Hearing	None			None	
City Business	Undergrounding Utilities Presentation	Osada	Discussion/Direction	None	
City Business	Funding Stormwater Replacement Options	Wagner	Discussion/Direction	Moving Forward	
City Business	Resolution Setting Public Hearing - OGCC Street Vacation	Keyser/Missall	Adopt Resolution	Approved	

MAY 8, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Consent Agenda	April Check Register		Approve	Approved	
Consent Agenda	DRAFT CC Minutes of 4/10 & 4/24		Adopt	Adopted	
Consent Agenda	National Police Week and Peace Officer Day Proclamation		Approve	Approved	
Legislative Hearing	None				
Public Hearing	None				
City Business	Comp Plan Update	Keyser	Discussion only	Completed	
City Business	New Housing Legislation	Keyser	Discussion only	Completed	
City Business	Park Use Pilot Program	Burns/Kellerman	Approve	Moved to a later date	
City Business	Small Wireless Facility Permit Process	Romanenko	Discussion only	Completed	

MAY 22, Joint City Council and Planning Commission Meeting, 5:00 pm ATTACHMENT 2

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation	None				
Consent Agenda	None				
Legislative Hearing	None				
Public Hearing	None				
City Business	Comprehensive Plan (Housing Element)	Keyser		Completed	

JUNE 12, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation	Professional Excellence Award Presentation - Medina Police Department	Sass			
Presentation	Volunteer Certificates	Rossmann			
Consent Agenda	May 2023 Check Register		Approve		
Consent Agenda	Approved PB 3/20 Minutes		Receive and file		
Consent Agenda	Approved PC 3/28 & 5/2 Minutes		Receive and file		
Consent Agenda	DRAFT CC Minutes 5/8 & 5/22		Adopt		
Consent Agenda	PB and PC Appointment Confirmations	Kellerman	Approve	Approved	
Consent Agenda	King County Interlocal Cooperation Agreement Renewal for 2024-2026	Burns	Approve	Approved	
Consent Agenda	Medina Elementary Side Walk Phase 1 Contract	Osada	Approve	Approved	
Consent Agenda	Street Vacation Moratorium	Burns/Missall	Adopt	Approved	
Legislative Hearing	none		none		
Public Hearing	Housing Action Plan	Keyser	Approve	Approved	5/25/2023
Public Hearing	Six-Year CIP/TIP-Non-TIP	Osada	Discussion and direction	Approved	5/22/2023
City Business	Comp Plan Update	Keyser	Discussion item only; no action needed.	Complete	
City Business	OGCC Street Vacation Petition Update	Burns/Missall	Update only	Complete	5/22/2023
City Business	12th Street Sidewalk and Undergrounding Contract	Osada	Discussion and direction	Complete	
City Business	Electric Bike Park Restriction	Sass	Discussion and direction		
Executive Session	RCW 42.30.110 (1)(i) and RCW 42.30.110 (1) ©				

ATTACHMENT 2

JUNE 26, City Council Regular Meeting, 5:00 pm - CANCELLED

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Presentation					
Consent Agenda					
Legislative Hearing					
Public Hearing					
City Business					
City Business					
City Business					

JULY 10, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation	Recognition of Outgoing Volunteer Laurel Preston by Mayor Rossman				
Presentation					
Consent Agenda	June 2023, Check Register			Approved	
Consent Agenda	Draft CC 5/8 and 6/12 Minutes			Adopted	
Consent Agenda	PB Appointment Confirmation			Approved	
Consent Agenda	Peddler Ordinance Update	Sass/Missall			
Consent Agenda					
Legislative Hearing	None				
Public Hearing	None				
City Business	Comp Plan Update	Keyser		pulled	
City Business	DRAFT Tree Code Fines	Wilcox			
City Business	Gas-Powered Leaf Blowers Update	Burns			
City Business	Financial Policy Update	Wagner			
City Business	City Manager Review - TENTATIVE	Burns/Rossman		completed	
City Business					
Executive Session	RCW 42.30.110 (1)(c)				

JULY 24, City Council Regular Meeting, CANCELLED

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Presentation					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					

ATTACHMENT 2

Consent Agenda					
Consent Agenda					
Consent Agenda					
Legislative Hearing					
Public Hearing					
Public Hearing					
City Business					
City Business					
City Business					

AUGUST 14, City Council DARK - CANCELLED

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Presentation					
Presentation					
Presentation					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Legislative Hearing					
Public Hearing					
Public Hearing					
City Business					
City Business					
City Business					

AUGUST 28, City Council DARK - CANCELLED

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Presentation					
Presentation					
Presentation					
Consent Agenda					
Consent Agenda					
Consent Agenda					

Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Legislative Hearing					
Public Hearing					
Public Hearing					
City Business					
City Business					
City Business					

SEPTEMBER 11, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Consent Agenda	July/August Check Register	Wagner			
Consent Agenda	Approved PB Minutes	Nations			
Consent Agenda	Approved PC Minutes	Keyser			
Consent Agenda	Draft 6/12 & 7/10 CC Minutes	Kellerman			
Consent Agenda	Civil Service Commission Annual Report 2022	Nations			
Consent Agenda	Gas-Powered Leaf Blower Resolution	Burns			
Consent Agenda	Contract Approving Upland Road Stormwater Improvements	Osada			
Consent Agenda	Contract Approving Upland Road Overlay	Osada			
Consent Agenda	PB Appointment Confirmation	Kellerman			
Consent Agenda	Financial Policies Update Resolution No. 436	Wagner			
Consent Agenda	Ordinance Amending Section 8.04.160 of the Medina Municipal Code Regarding Work Hours for Professional Yard Maintenance and Landscaping	Burns			
Legislative Hearing	None				
Public Hearing	2024 Preliminary Budget Proposal	Wagner			
City Business	Comp Plan Update	Keyser			
City Business	Existing Conditions Report	Keyser			
City Business	City Manager Review	Rossmann			

ATTACHMENT 2

City Business	Tree Code Violations Text	Wilcox	Discussion and direction		
City Business	E-Vehicle Helmet Law Discussion	sass	Discussion and direction		
Executive Session	RCW 42.30.110(1)(i)				

SEPTEMBER 25, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Presentation					
Presentation					
Presentation					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Legislative Hearing					
Public Hearing					
Public Hearing					
City Business	Fee Schedule Amendment - TENTATIVE	Wilcox			
City Business	Preliminary 2024 Budget Discussion	Wagner			
City Business					

OCTOBER 9, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Presentation					
Consent Agenda	September 2023, Check Register	Wagner			
Consent Agenda	Draft 9/11 and 9/25 CC Minutes	Kellerman			
Consent Agenda	Resolution No. 400 Fee Schedule Amendment	Kellerman			
Consent Agenda	Contract Approving City Hall Balcony Repairs	Osada			

ATTACHMENT 2

Consent Agenda					
Consent Agenda					
Legislative Hearing					
Public Hearing	Preliminary 2024 Budget Proposal	Wagner			
Public Hearing					
City Business	Comp Plan Update	Keyser			
City Business	12th Street Project Discussion	Osada			
City Business	Park Use Reservation Discussion	Kellerman			
City Business	Confirmation of City Manager Evaluation Process	Rossman/Missall			

OCTOBER 23, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Presentation					
Presentation					
Presentation					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Legislative Hearing					
Public Hearing					
Public Hearing					
City Business	Street Vacation Code Update	Burns/Missall			
	Ghost House/Long-term Rental				
City Business	Presentation and Discussion	Burns/Missall			
City Business	Zoning Review Memo - Tentative	Burns/Missall			

NOVEMBER 13, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Presentation					
Presentation					
Presentation					
Consent Agenda	October 2023, Check Register	Wagner			

ATTACHMENT 2

Consent Agenda	Approved PB Minutes	Nations			
Consent Agenda	Approved PC Minutes	Keyser			
Consent Agenda	Draft 10/9 CC Minutes	Kellerman			
Consent Agenda					
Consent Agenda	2021 WA State Building Code Update - TENTATIVE	Wilcox			
Legislative Hearing					
Public Hearing	Final 2024 Budget and Salary Schedule	Wagner			
Public Hearing	2024 Property Tax Resolution	Wagner			
City Business	Comp Plan Update	Keyser			
City Business	Council Projects - Timeline and Protocols	Burns			
City Business	Personnel Committee Discussion	Burns/Rossman			

DECEMBER 11, City Council Regular Meeting, 5:00 pm

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Presentation					
Presentation					
Presentation					
Consent Agenda	November 2023, Check Register	Wagner			
Consent Agenda	Draft 11/13 CC Minutes	Kellerman			
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Consent Agenda					
Legislative Hearing					
Public Hearing					
Public Hearing					
City Business	Comp Plan Update	Keyser			
City Business					
City Business					

DECEMBER 25, City Council Regular Meeting, 5:00 pm - CANCELLED

Item Type	Topic	Staff Contact	Recommendation	Council Action	Legal Notice
Presentation					
Presentation					



MEDINA POLICE DEPARTMENT

DATE: September 11, 2023
TO: Stephen R. Burns, City Manager
FROM: Jeffrey R. Sass, Chief of Police
RE: Police Department Update – August 2023

The following is a summary highlighting some of the Medina Police Department activity in August 2023.

Follow up: Nothing to report.

Seafair: Seafair 2023 was a huge success. There were no significant issues to report. Over 1,000 people were in Medina Beach Park during the Seafair Airshow on Saturday and Sunday.



Medina Police Department
August 2023



Medina Days: Medina Days 2023 was a positive event with no significant issues. Officers participated in events throughout the week and had meaningful interactions with the community.





New Medina Police Officer: On July 17, 2023, the Medina Police Department welcomed Officer Kelly Gregory. Kelly joins the department with over 15 years of law enforcement experience. He has spent time as a SWAT team member and a member of the US Marshall's Violent Offender Task Force. Kelly believes in building relationships with the people and community he serves. He is a great addition to the Medina Police Department, and we are thrilled to welcome him onboard!

City of Medina Experience: On August 21st and August 28th, the winners of the City of Medina Experience, toured the Medina Police Department. The Medina Police provided a tour of the Police Station, explained the responsibilities of the records department, discussed the responsibilities of police officers, and explained the equipment an officer has on their uniform and in their police car.



Sergeant Chad Schumacher with the Mercer Island Marine Patrol Unit:

August seemed to fly by for us on the water this year. Seafair, Medina Days, Vice President Kamala Harris visiting, and the turning of the weather happened one right after the other.

Seafair was another great success for our unit, and we could not have accomplished our mission without the help of all the other Marine Law Enforcement Units in our area. Another year of zero drownings, serious injuries, or vessel collisions. Even with this large-scale event, we were still able to cover our jurisdictional waters with one of our vessels or the assistance of the King County Marine Patrol.

We had an amazing time at Medina Days, and it was great to meet so many community members who stopped by our patrol vessel to say hello and jump aboard for a quick tour. The fireworks were spectacular, and we had no issues with vessels in the area.

No major calls for service this month. Vice President Harris's visit to Medina went well and all the Marine Patrol Units in the area were out for the protection detail.

The coves and bays seemed as busy as ever this month. We continued our direct patrols late into the evenings and responded to any noise complaints from residents. Seems like we were making headway on compliance and will make it a focus of ours at the start of the 2024 boating season.

We were also able to replace or repair approximately a dozen navigational buoys in the waters from Meydenbauer Bay north to Yarrow Bay. I'm still working with the King County Marine Patrol on the three in Yarrow Bay.

As September draws to an end, so does the boating season. Our regular on the water patrols will be decreasing, but that does not mean that we are not available for calls for service on the water. Please don't hesitate to contact the Mercer Island Marine Patrol if there are any questions or concerns regarding anything on the lake.

It has been a pleasure working with everyone this boating season and I look forward to presenting our annual report at the end of the year to your City Councils.

Medina Beach Lifeguards: The 2023 Medina Beach Season has ended and was a success with very few incidents. The guards did very well together and provided excellent water safety service to the City of Medina. Police Office Manager Barbara Marxer worked very hard throughout the season to ensure that quality personnel were available each day on the beach.

Save the Date: Important event coming up in October:

Shredder/Drug-Take-Back/E-recycle event – Saturday, October 21st at Medina Park from 9A-12N.



MEDINA POLICE DEPARTMENT
Jeffrey R. Sass, Chief of Police
MONTHLY SUMMARY
August 2023



FELONY CRIMES

Theft **2023-00003945** **08/10/2023**

A resident in the 8400 Block of Midland Road contacted the Police Department for a theft report. The resident advised that a RAD Electric Bicycle valued at approximately \$2000 was stolen from their garage. No suspects at this time.

Residential Burglary **2023-00004159** **08/20/2023**

A Police Officer was dispatched to the 300 Block of Overlake Drive East for a report of a residential burglary alarm trip. Entry was made by breaking the glass on an upstairs door. Several items were taken from the resident. The approximate value is unknown. Officers have linked the suspects to other burglaries in the region and are working closely with those jurisdictions to identify and apprehend the suspects.

Fraud **2023-00004187** **08/21/2023**

A resident contacted the Police Department for a report of fraud. The resident stated that they received a phone call from someone claiming to be from the Sheriff's Department and requested \$8500 via cash cards over the phone. The victim purchased the cards but, only provided the code to a single card with a monetary value of \$500. The victim disconnected the call and notified the police. Under investigation.

Theft **2023-00004303** **08/28/2023**

A resident in the 400 Block of Overlake Drive East contacted the Police Department for a theft report. The resident advised that two surfboards were stolen from inside their boat. The approximate value of both surfboards is \$1700. No suspects at this time.

Theft **2023-00004330** **08/30/2023**

A Police Officer responded to the 8200 Blk of Overlake Drive West for a report of theft at a construction site. The business owner advised that two chainsaws had been stolen earlier in the morning. The approximate value of the two chainsaws is \$3600. Under investigation.

MISDEMEANOR CRIMES

Motor Vehicle Prowl **2023-00004198** **08/22/2023**

A Police Officer was dispatched to the 8000 Block of NE 12th St for a vehicle prowling in progress. The suspect smashed the passenger window of the victim's vehicle. A purse containing jewelry, credit cards, cash and gift card was stolen from the vehicle. Approximate value of items stolen is \$1400. Under investigation.

DUI **2023-00004275** **08/26/2023**

A Police Officer conducted a traffic stop in the 2500 Block of Medina Circle. The officer contacted the driver who appeared to be impaired. The driver was arrested for DUI and charges were forwarded to the Prosecutor's Office.

Animal Complaint**2023-00004353****08/31/2023**

A Police Officer was dispatched to the 8000 NE 12th at Medina Park for a report of a dog bite. The victim had been wounded by a dog bite to their arm. Aid responded precautionary and placed a bandage on the victim's arm.

OTHER**Warrant Arrest****2023-00004308****08/28/2023**

A Police Officer conducted a traffic stop NE 12th St and 84th Ave NE which resulted in the arrest of the driver for a misdemeanor warrant out of Auburn. The driver was taken into custody and booked into jail.



MEDINA POLICE DEPARTMENT

Jeffrey R. Sass, Chief of Police

City of Medina



August 2023 - Monthly Report

CRIMES	Current Month	YTD 2023	YTD 2022	Year-End 2022
Burglary	1	5	7	10
Vehicle Prowl	1	7	4	4
Vehicle Theft	0	2	5	7
Theft (mail & all other)	4	19	7	10
ID Theft/Fraud	3	10	9	16
Malicious Mischief (Vandalism)	0	9	5	5
Domestic Violence/Violation of No Contact Order	1	8	5	5
Disturbance, Harassment & Non-DV Assault	15	22	11	19
TOTAL CRIMES	25	82	53	76

COMMUNITY POLICING				
Drug Violations - Referrals to Treatment	0	0	1	1
Community Assists	14	115	89	139
House Watch Checks	91	641	378	595
School Zone	0	111	126	216
Mental Health	8	31	33	39
TOTAL ENFORCEMENT	113	898	627	990

TRAFFIC				
Collisions				
Injury	0	2	2	2
Non-Injury	1	12	5	6
Non-Reportable	0	0	0	1
Traffic Stops				
Citations/Infractions/Parking	41	179	215	250
Warnings	161	1321	970	1426
TOTAL TRAFFIC	203	1514	1192	1685

CALLS FOR SERVICE				
Animal Complaints	1	31	39	46
Residential Alarms	19	163	171	255
Missing Person	0	3	3	5
Suspicious Activity/Area Check	15	206	165	219
Medical Call/Assist Fire Department	1	9	23	29
Juvenile (underage party, substance use, etc.)	2	4	6	7
TOTAL SERVICE	38	416	407	561

**This report does not include all calls for service handled by Medina Police Officers. It is meant to be an overview of general calls for service within the specified reporting period.*



MEDINA POLICE DEPARTMENT
Jeffrey R. Sass, Chief of Police
MONTHLY SUMMARY
August 2023



FELONY CRIMES

Nothing to report.

MISDEMEANOR CRIMES

Motor Vehicle Prowl	2023-00003939	08/10/2023
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A Police Officer was dispatched to the 3100 Block of Fairweather Pl. for a report of three vehicles that had been prowled. Entry was made by smashing the window of each vehicle. Several items were stolen from the vehicles totaling over \$5000. Under investigation.

OTHER

Warrant Arrest	2023-00004267	08/25/2023
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A Police Officer was dispatched to the 3800 Block of Hunts Point Road for a report of a suspicious subject. The officer located the subject which resulted in their arrest for a misdemeanor warrant out the City of Kent. The subject was taken into custody and booked into jail.



MEDINA POLICE DEPARTMENT

Jeffrey R. Sass, Chief of Police

Town of Hunts Point



August 2023 - Monthly Report

CRIMES	Current Month	YTD 2023	YTD 2022	Year-End 2022
Burglary	0	0	0	1
Vehicle Prowl	3	3	0	0
Vehicle Theft	0	0	0	0
Theft (mail & all other)	0	1	3	4
ID Theft/Fraud	0	3	1	2
Malicious Mischief (Vandalism)	0	1	2	2
Domestic Violence/Violation of No Contact Order	0	1	1	1
Disturbance, Harassment & Non-DV Assault	0	2	3	5
TOTAL CRIMES	3	11	10	15

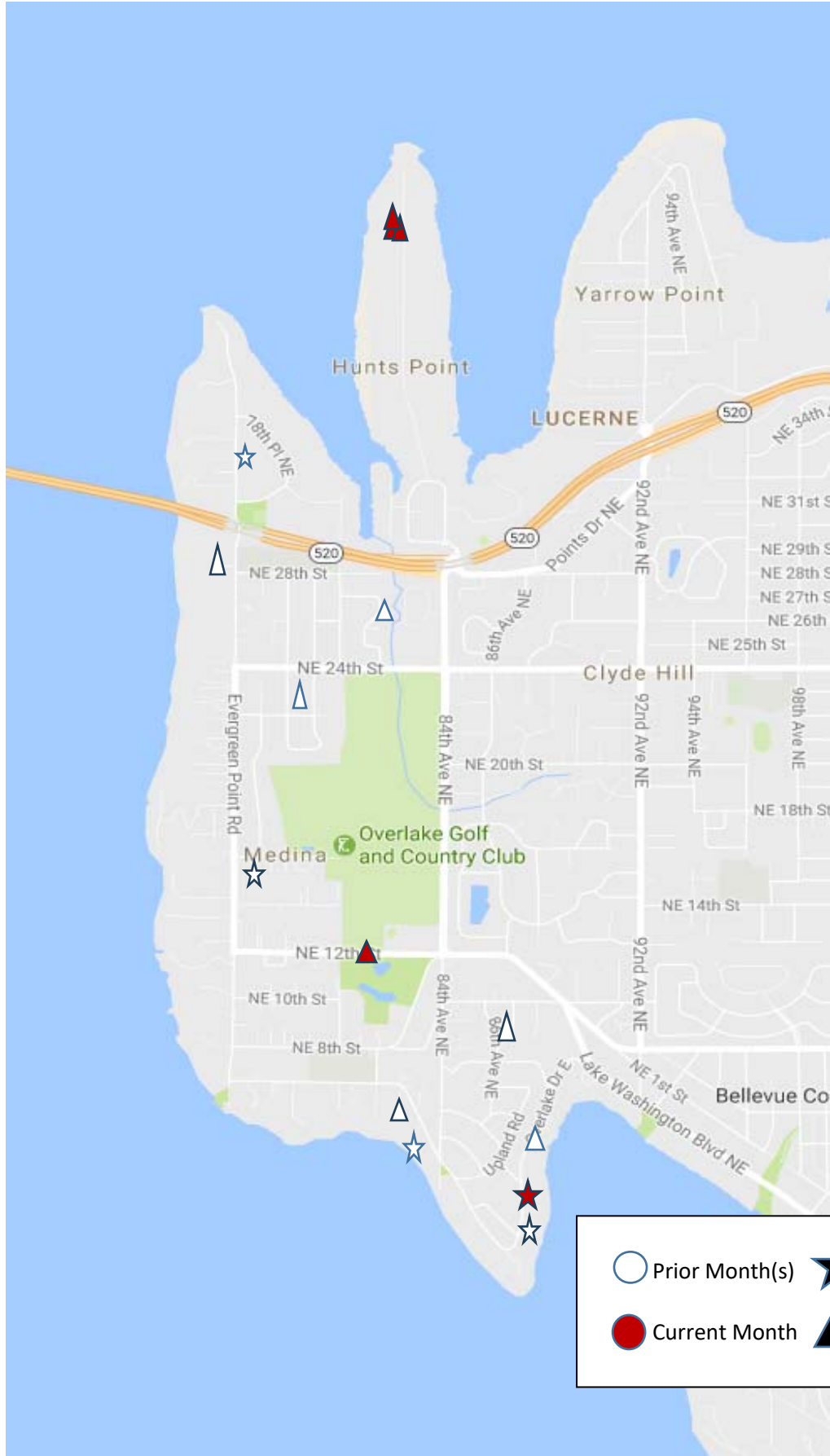
COMMUNITY POLICING	Current Month	YTD 2023	YTD 2022	Year-End 2022
Drug Violations - Referrals to Treatment	0	0	0	0
Community Assists	2	13	9	17
House Watch Checks	3	37	38	60
Mental Health	0	1	10	11
TOTAL ENFORCEMENT	5	51	57	88

TRAFFIC	Current Month	YTD 2023	YTD 2022	Year-End 2022
Collisions				
Injury	0	0	0	0
Non-Injury	0	0	0	1
Non-Reportable	0	0	0	1
	0	0		0
Traffic Stops	0	0		0
Citations/Infractions/Parking	5	39	54	82
Warnings	33	257	139	289
	0	0		
TOTAL TRAFFIC	38	296	193	373

CALLS FOR SERVICE	Current Month	YTD 2023	YTD 2022	Year-End 2022
Animal Complaints	0	2	2	4
Residential Alarms	1	18	23	32
Missing Person	1	1	0	0
Suspicious Activity/Area Check	4	11	13	23
Medical Call/Assist Fire Department	0	0	4	5
Juvenile (underage party, substance use, etc.)	0	1	0	1
TOTAL SERVICE	6	33	42	65

*This report does not include all calls for service handled by Medina Police Officers. It is meant to be an overview of general calls for service within the specified reporting period.

2023 Burglaries & Vehicle Prowls Medina & Hunts Point



	Prior Month(s)		Burglaries
	Current Month		Vehicle Prowls



CITY OF MEDINA

501 EVERGREEN POINT ROAD | PO BOX 144 | MEDINA WA 98039-0144
 TELEPHONE 425-233-6400 | www.medina-wa.gov

Date: September 11, 2023
To: Honorable Mayor and City Council
Via: Stephen R. Burns, City Manager
From: Steven R. Wilcox, Development Services Department Director
Subject: Development Services Department Monthly Report

Permit Activity

This has been an odd year for permitting in Medina. Medina typically does not follow local development trends, but this year is even more different. Combined July and August Issued Permits reports are provided to you.

Following permit volume and revenues which were significantly behind what would normally be expected through the first half of 2023, we are now quite far ahead of what was expected in our budget forecast.

2023 permit activity was conservatively forecast to be about the same as 2022 which had been a slow year. I believe that \$35,000,000 is an average year for Medina development services permit valuation and I like to use this number for comparison. To date through August we are at \$47,737,742 in permit value compared to \$29,314,741 this same time in 2022.

The increased permit value translates directly to increased revenues and to increased expenses. The more work we have, the more it costs to perform our required code compliance work due to our use of professional consultants.

Maybe the most interesting part of the "Issued Permits" data is where the permit valuation appears to be coming from this year. The number of new construction building permit applications is below this same time in 2022, which again was a slow year. However, the number of additions and alterations is above this time last year. Our permit activity this year is primarily based on residents improving their existing homes.

Nearly all of the new home building permits we see are privately financed without outside lenders. Construction of new homes in other local Seattle areas are often financed differently from what we see in Medina. The fact that it appears that Medina residents are choosing to improve their existing houses rather than demolish and build new may not say anything at all of relevance, but it is interesting.

During July and August we conducted 4 Construction Activity Permit (CAP) open houses. CAP open houses are associated with projects of \$500,000 permit value and greater. For comparison in 2023:

January – 0 open houses
 February - 0 open houses
 March – 5 open houses
 April – 1 open house
 May – 4 open houses
 June - 7 open houses
 July – 2 open houses
 August – 2 open houses

Our Deputy Building Official, Rob Kilmer is now conducting the Construction Activity Permit process including facilitating on-line open houses.

Advanced Deposits

I am providing our “Advanced Deposit vs. Consultant Invoice Tracking” tables for your review once again. Note the 2021, 2022, and 2023 tabs at the bottom of the tables. A Councilmember asked me following the July regular meeting if I was warning the Council on the Advanced Deposit (AD) process and the answer is yes.

The use of cash deposits (AD) has direct impact on the evaluation of the permit fees we charge. AD does not dictate permit fee amount, but it can impact it. At some point Council will need to consider proposed adjustments to our permit fees so understanding our use of the AD process is essential.

What I would suggest reviewing in the 2021, 2022, and 2023 AD tables provided is the percentages. You will see that the percentage of AD money used on tree activity, and engineering consultant (grading and drainage) permits has been increasing. I can easily predict that the increase will continue and that it will be an even more significant move up for engineering in 2024. Tree activity permit AD percentage in 2024 may move down from 2023.

The reason for the percentage increase in use of AD funds is that consultant costs are increasing, but permit fees have been stagnant. To date through August our Engineering Consultant AD is at 84%. This means that our permit fees do not cover the cost of the consultants work and additional money is required which we have in the AD cash deposit to draw from. This is not really a problem to have a high percentage, but it is something to be aware of and may be a policy discussion at some point when permit fees are reviewed.

The use of the AD process assures that development pays for itself without the need for extraordinarily high permit fees to cover the costs. Using the AD process also adds equity to our permit fees that would otherwise be difficult to create.

Through ordinance, the AD process currently only applies to our tree permits and to grading and drainage permits which has been true since about 2011. I will be asking Council in the near future to allow for expansion of the AD process to cover all of our professional consultants.

Washington State Building Code Update

The 2021 Washington State Building Code was scheduled for implementation by all jurisdictions including Medina on July 1, 2023. In early May the State Building Code Council extended the implementation date for an additional 120-days.

I expect that at the October Council meeting you will see an agenda item asking for your adoption of the 2021 Washington State Building Code.

King County Wastewater Pump Station Maintenance Project

King County delayed their project to replace the sewage pumps in the station at the NW corner of NE 8th St. and 81st Ave. NE.

Ryan Osada is now the Medina lead on this project due to the fact that only a Right of Way Use permit is being issued. I am still involved only because I have been talking with King County for over a year about this work.

The project is now scheduled to occur this month. Here is what King County said in August about their project noticing to Medina residents:

- *Fliers will be distributed on Friday, 8/25, or Monday, 8/28, pending our fliering service's availability. The fliering map for the Haul route is attached.*
- *Mailings will go to the mail house on Friday, 8/28 or Tuesday, 8/29. We will mail via first class mail to the attached mailing area.*
- *Next Friday, September 1, I will go door to door to the 5 homes closest to the pump station and to deliver temporary accommodation offer letters and discuss nighttime work and impacts.*

The night work is the most impactful to Medina residents and has been my focus for noticing and mitigation. The night work will involve September 11th and September 15th.

Provided for you is the mailed notice that King County sent out.

WSDOT 2024 520 Bridge Maintenance Project – Administrative Noise Variance

The Washington State Department of Transportation (WSDOT) has requested a noise variance to perform night work on the 520 bridge within the boundary of Medina. The bridge driving surface throughout, and soffits in the areas near expansion joints require the application of a sealant every five years to extend the concrete life. This sealant application is considered essential maintenance of the 520 bridge concrete. In a effort to reduce the impact on users of the bridge, the work must be accomplished at night when traffic flows are less, but which causes the need for a Medina issued noise variance. The work will extend the entire length of the bridge from Medina to Seattle. This WSDOT noise variance application complies with our Medina Municipal Code for use of the administrative process.

The maintenance work is scheduled to occur between March 1, 2024 and December 31, 2024 with up to ten nights to complete. The exact dates of the ten nights of work are currently unknown by WSDOT pending contractor scheduling and weather. WSDOT

believes the work could be accomplished in as few as four nights, but are asking for ten nights.

A benefit of the administrative process is that city staff can apply conditions to the work as we know they are needed, rather than depending upon the hearing examiner to do so. In this situation city staff are better positioned to evaluate potential impacts of the project on Medina residents and work directly with WSDOT towards mitigations. Currently I am working with WSDOT staff regarding their concrete sealant application process with intent to assure that the work is Department of Ecology (DOE) compliant.

WSDOT will notice Medina residents 2-weeks prior to each night of work. And, a general notice about the project will be provided in advance as well.

Conditions that will be applied to the administrative variance include:

- Prohibition on backing safety signal noise. This is typically shut off at night.
- Construction worker parking to be on the floating portion of the bridge deck to minimize noise.
- No amplified sounds from radios, etc.
- Workers to avoid loud voices.
- Portable toilets to be on the floating portion of the bridge deck.
- No vehicle idling.

Outside of the administrative noise variance WSDOT will provide me with their DOE compliant sealant application procedure once they have a general contractor.

Tree Code Enforcement

Please see the tree permit activity reports provided. We now have one City Arborist performing all tree activity duties for us.

The matter of two trees within the public right of way adjacent to 227 Upland Road which were removed without a Medina permit remains on-going. This tree removal violation was previously discussed with Council. Recently, a pre-hearing conference was conducted by our new hearing examiner. This conference included the parties named in the Notice of Citation. A second conference will be held next week, but without the hearing examiner. Once information is available that can be discussed, Council will be fully informed. Process needed to resolve this matter is being followed and it takes time.

A new violations section is being presented to you tonight. This is a proposed text amendment to Medina Municipal Code Chapter 16.52 – Tree Management Code. This proposal is a comprehensive approach to private and public tree removal violations.

T-Mobile Existing Facility Modifications

A permit application was submitted by T-Mobile to modify an existing tower facility location on Overlake Golf and Country Club private property. This application included a height variance. The application was denied after being found incomplete.

We anticipate that T-Mobile will be submitting permits for another existing facility modification because they have requested a pre-application meeting with city staff.

Hearing Examiner

Sound Law changed their operating format and no longer offer hearing examiner services. Following a recommendation from Sound Law staff, Medina is now completing a contract with Alex Sidles to be out new hearing examiner. Alex had previously worked at Sound Law as a consultant.

Permit Tracking, Public Portal and Webpage

We continue to participate in exploring a new permit tracking and public portal system. The City of Bellevue is leading this effort with about 30-local jurisdictions participating. Medina is on a 10 member Steering Committee with voting rights.

Depending upon the outcome, Council may eventually see a request for budget to replace our current permit tracking and portal.

There is a possibility that the City of Bellevue will lead the development of the new permit tracking and portal system using their existing staff, and new staff hired specifically for this project.

It is possible that a decision will need to be made in 2024 about continued Medina participation in this project. To date we have been involved as a steering committee member. Bellevue initiated this project based on a shared need and has facilitated the meetings and direction. I expect that there will be a point where Bellevue will need to ask participating members of this project for financial assistance when the development work begins.

July 2023 Permit Applications Received

Permit Type	Submitted Date	Permit Number	Total Valuation	Address
B-DEM	07/21/2023	D-23-011		7816 NE 12TH ST
TOTAL B-DEM:	1		\$0.00	
B-FENCE	07/03/2023	B-23-052	\$3,000.00	632 Evergreen Point Road
TOTAL B-FENCE:	1		\$3,000.00	
B-GAS	07/21/2023	G-23-008		7545 NE 28TH PL
TOTAL B-GAS:	1		\$0.00	
B-MECHANICAL	07/07/2023	M-23-045		7830 NE 12TH ST
B-MECHANICAL	07/18/2023	M-23-046		1455 Evergreen Point Road
B-MECHANICAL	07/18/2023	M-23-047		3607 EVERGREEN POINT RD
B-MECHANICAL	07/25/2023	M-23-048		922 87th Ave NE
B-MECHANICAL	07/27/2023	M-23-049		2439 78TH AVE NE
TOTAL B-MECHANICAL:	5		\$0.00	
B-PIER	07/24/2023	B-23-054	\$84,504.00	1455 EVERGREEN POINT RD
TOTAL B-PIER:	1		\$84,504.00	
B-PLUMBING	07/06/2023	P-23-030		824 Evergreen Point Road

B-PLUMBING	07/09/2023	P-23-031		922 87th Ave NE
B-PLUMBING	07/10/2023	P-23-032		2643 76TH AVE NE
B-PLUMBING	07/13/2023	P-23-033		3240 78TH PL NE
B-PLUMBING	07/20/2023	P-23-034		3607 EVERGREEN POINT RD
B-PLUMBING	07/27/2023	P-23-036		2439 78TH AVE NE
TOTAL B-PLUMBING:	6		\$0.00	
B-SFR	07/17/2023	B-23-053	\$2,000,000.00	7816 NE 12TH ST
TOTAL B-SFR:	1		\$2,000,000.00	
CAP - CONSTRUCTION ACTIVITY PERMIT	07/03/2023	CAP-23-029		632 EVERGREEN POINT RD
CAP - CONSTRUCTION ACTIVITY PERMIT	07/18/2023	CAP-23-030		7816 NE 12TH ST
TOTAL CAP - CONSTRUCTION ACTIVITY PERMIT:	2		\$0.00	
P-NON ADMIN SPECIAL USE	07/31/2023	P-23-038		8000 NE 16TH ST
TOTAL P-NON ADMIN SPECIAL USE:	1		\$0.00	
P-NON ADMIN VARIANCE	07/31/2023	P-23-037		8000 NE 16TH ST
TOTAL P-NON ADMIN VARIANCE:	1		\$0.00	
P-SUBSTANTIAL DEV PERMIT EXEMPTION	07/24/2023	P-23-035		116 OVERLAKE DR E

TOTAL P-SUBSTANTIAL DEV PERMIT EXEMPTION:	1		\$0.00	
PW-RIGHT OF WAY	07/13/2023	PW-ROW-23-040		7652 NE 12th St
PW-RIGHT OF WAY	07/14/2023	PW-ROW-23-041		7652 NE 12TH ST
PW-RIGHT OF WAY	07/17/2023	PW-ROW-23-042		City of Medina ROW
PW-RIGHT OF WAY	07/19/2023	PW-ROW-23-044		632 Evergreen Point Road
PW-RIGHT OF WAY	07/18/2023	PW-ROW-23-043		1221 Evergreen Point Road
PW-RIGHT OF WAY	07/24/2023	PW-ROW-23-045		7842 NE 14TH ST
PW-RIGHT OF WAY	07/27/2023	PW-ROW-23-046		7816 NE 12TH ST
PW-RIGHT OF WAY	07/31/2023	PW-ROW-23-048		7545 NE 28TH PL
PW-RIGHT OF WAY	07/28/2023	PW-ROW-23-047		508 Upland Rd.
TOTAL PW-RIGHT OF WAY:	9		\$0.00	
TREE-HAZARD EVALUATION	07/05/2023	TREE-23-032		501 EVERGREEN POINT RD
TREE-HAZARD EVALUATION	07/06/2023	TREE-23-033		625 84TH AVE NE
TREE-HAZARD EVALUATION	07/27/2023	TREE-23-037		3201 EVERGREEN POINT RD
TOTAL TREE-HAZARD EVALUATION:	3		\$0.00	

TREE-NON ADMIN TREE ACTIVITY PERMIT	07/17/2023	TREE-23-035		7725 NE 8TH ST
TOTAL TREE-NON ADMIN TREE ACTIVITY PERMIT:	1		\$0.00	
TREE-PERFORMANCE	07/12/2023	TREE-23-034		8214 OVERLAKE DR W
TOTAL TREE-PERFORMANCE:	1		\$0.00	
TREE-WITH BUILDING/DEVELOPMENT	07/17/2023	TREE-23-036		2439 78TH AVE NE
TOTAL TREE-WITH BUILDING/DEVELOPMENT:	1		\$0.00	
Total # of Permits	36		\$2,087,504.00	

August 2023 Permit Applications Received

Permit Type	Submitted Date	Permit Number	Total Valuation	Address
B-DECK	08/31/2023	B-23-061	\$25,000.00	7660 NE 14TH ST
TOTAL B-DECK:	1		\$25,000.00	
B-DEM	08/17/2023	D-23-012		7657 NE 14TH ST
B-DEM	08/29/2023	D-23-013		1137 76TH AVE NE
TOTAL B-DEM:	2		\$0.00	
B-GAS	08/10/2023	G-23-009		7611 NE 12TH ST
TOTAL B-GAS:	1		\$0.00	
B-MECHANICAL	08/01/2023	M-23-050		3663 Fairweather LN
B-MECHANICAL	08/02/2023	M-23-051		7919 NE 26TH ST
B-MECHANICAL	08/10/2023	M-23-052		3444 Evergreen Pt Rd.
B-MECHANICAL	08/14/2023	M-23-053		8623 NE 7th St.
B-MECHANICAL	08/16/2023	M-23-054		8234 Overlake Dr W
B-MECHANICAL	08/16/2023	M-23-055		2647 80th Ave NE
B-MECHANICAL	08/16/2023	M-23-056		3313 Evergreen Pt Rd.

B-MECHANICAL	08/23/2023	M-23-057		2515 Medina Circle
B-MECHANICAL	08/23/2023	M-23-058		2501 82nd Ave NE
B-MECHANICAL	08/25/2023	M-23-059		7630 NE 14th St.
TOTAL B-MECHANICAL:	10		\$0.00	
B-PIER	08/03/2023	B-23-057	\$248,000.00	2827 EVERGREEN POINT RD
TOTAL B-PIER:	1		\$248,000.00	
B-PLUMBING	08/01/2023	P-23-039		3450 EVERGREEN POINT RD
B-PLUMBING	08/16/2023	P-23-045		7652 NE 12TH ST
B-PLUMBING	08/16/2023	P-23-046		7652 NE 12TH ST
B-PLUMBING	08/30/2023	P-23-048		7830 NE 12TH ST
TOTAL B-PLUMBING:	4		\$0.00	
B-ROOF	08/02/2023	B-23-056		7623 NE 24TH ST
TOTAL B-ROOF:	1		\$0.00	
B-SFR	08/21/2023	B-23-060	\$550,000.00	2432 78TH AVE NE
B-SFR	08/17/2023	B-23-059	\$2,500,000.00	7657 NE 14TH ST
TOTAL B-SFR:	2		\$3,050,000.00	

B-TELE	08/01/2023	B-23-055	\$45,000.00	8000 NE 16TH ST
TOTAL B-TELE:	1		\$45,000.00	
B-WALL	08/10/2023	B-23-058	\$1,627,043.00	8718 Overlake Dr W
TOTAL B-WALL:	1		\$1,627,043.00	
CAP - CONSTRUCTION ACTIVITY PERMIT	08/17/2023	CAP-23-031		7657 NE 14th St.
CAP - CONSTRUCTION ACTIVITY PERMIT	08/24/2023	CAP-23-032		7630 NE 14TH ST
TOTAL CAP - CONSTRUCTION ACTIVITY PERMIT:	2		\$0.00	
ENG-GRADING/DRAINAGE	08/08/2023	ENG-GD-23-016		7816 NE 12th St.
ENG-GRADING/DRAINAGE	08/21/2023	ENG-GD-23-017		7657 NE 14TH ST
TOTAL ENG-GRADING/DRAINAGE:	2		\$0.00	
P-ADMIN NOISE VARIANCE	08/08/2023	P-23-043		3101 EVERGREEN POINT RD
TOTAL P-ADMIN NOISE VARIANCE:	1		\$0.00	
P-MINOR DEVIATION	08/02/2023	P-23-042		7535 NE 28TH PL
P-MINOR DEVIATION	08/02/2023	P-23-041		7848 NE 10TH ST
TOTAL P-MINOR DEVIATION:	2		\$0.00	
P-NON ADMIN VARIANCE	08/01/2023	P-23-040		1312 76TH AVE NE
TOTAL P-NON ADMIN VARIANCE:	1		\$0.00	

P-SEPA THRESHOLD	08/10/2023	P-23-044		8000 NE 16TH ST
TOTAL P-SEPA THRESHOLD:	1		\$0.00	
P-SITE PLAN REVIEW	08/17/2023	P-23-047		7657 NE 14TH ST
TOTAL P-SITE PLAN REVIEW:	1		\$0.00	
PW-RIGHT OF WAY	08/03/2023	PW-ROW-23-049		1013 84TH AVE NE
PW-RIGHT OF WAY	08/24/2023	PW-ROW-23-056		7630 NE 14TH ST
PW-RIGHT OF WAY	08/28/2023	PW-ROW-23-057		8637 NE 6TH ST
PW-RIGHT OF WAY	08/23/2023	PW-ROW-23-054		2857 Evergreen Point Rd
PW-RIGHT OF WAY	08/08/2023	PW-ROW-23-050		8660 NE 10th St.
PW-RIGHT OF WAY	08/08/2023	PW-ROW-23-051		8812 Overlake Drive W.
PW-RIGHT OF WAY	08/15/2023	PW-ROW-23-052		111 84th Ave NE
PW-RIGHT OF WAY	08/22/2023	PW-ROW-23-053		8000 NE 16TH ST
PW-RIGHT OF WAY	08/23/2023	PW-ROW-23-055		1835 73rd Ave NE
PW-RIGHT OF WAY	08/31/2023	PW-ROW-23-058		7852 NE 14TH ST
TOTAL PW-RIGHT OF WAY:	10		\$0.00	

TREE-ADMIN ROW TREE REMOVAL	08/17/2023	TREE-23-042		7657 NE 14TH ST
TOTAL TREE-ADMIN ROW TREE REMOVAL:	1		\$0.00	
TREE-HAZARD EVALUATION	08/01/2023	TREE-23-038		111 84TH AVE NE
TOTAL TREE-HAZARD EVALUATION:	1		\$0.00	
TREE-NON ADMIN TREE ACTIVITY PERMIT	08/24/2023	TREE-23-043		116 OVERLAKE DR E
TOTAL TREE-NON ADMIN TREE ACTIVITY PERMIT:	1		\$0.00	
TREE-PERFORMANCE	08/28/2023	TREE-23-044		7664 NE 14TH ST
TOTAL TREE-PERFORMANCE:	1		\$0.00	
TREE-RESTORATION	08/08/2023	TREE-23-040		8214 OVERLAKE DR W
TOTAL TREE-RESTORATION:	1		\$0.00	
TREE-WITH BUILDING/DEVELOPMENT	08/08/2023	TREE-23-039		7816 NE 12th St.
TREE-WITH BUILDING/DEVELOPMENT	08/17/2023	TREE-23-041		7657 NE 14TH ST
TOTAL TREE-WITH BUILDING/DEVELOPMENT:	2		\$0.00	
Total # of Permits	51		\$4,995,043.00	



July 2023 Issued Permits

Construction Value:	July 2023	July 2022	2023 YTM	2022 YTM	Difference
Accessory Structure	-	-	-	\$70,000.00	(\$70,000.00)
Addition / Alteration	-	\$61,480.00	\$11,245,141.78	\$3,086,077.59	\$8,159,064.19
Fence / Wall	\$3,000.00	\$17,000.00	\$1,942,514.00	\$156,900.00	\$1,785,614.00
New Construction	\$1,742,195.00	\$2,771,274.00	\$18,070,087.00	\$22,889,111.00	(\$4,819,024.00)
Repair / Replace	-	-	-	-	\$0.00
Wireless Comm. Facility	-	-	-	\$70,000.00	(\$70,000.00)
Total Value:	\$1,745,195.00	\$2,849,754.00	\$31,257,742.78	\$26,272,088.59	\$4,985,654.19
Permits Issued:	July 2023	July 2022	2023 YTM	2022 YTM	Difference
New Construction	1	2	6	12	(6)
Permit Extension	2	6	25	29	(4)
Accessory Structure	-	-	-	1	(1)
Addition / Alteration	-	2	19	15	4
Construction Activity Permit	2	2	24	17	7
Demolition	1	1	7	7	0
Fence / Wall	1	1	12	9	3
Grading / Drainage	1	3	17	15	2
Mechanical	5	8	47	67	(20)
Other - Moving	-	-	-	-	0
Plumbing / Gas	7	8	32	45	(13)
Repair / Replace	-	-	-	-	0
Reroof	-	-	-	-	0
Right of Way Use	5	7	42	51	(9)
Tree Mitigation	2	6	29	36	(7)
Wireless Comm. Facility	-	-	-	1	(1)
Total Permits:	27	46	260	305	(45)
Inspections:	July 2023	July 2022	2023 YTM	2022 YTM	Difference
Building	98	51	536	633	(97)
Engineering/Other	21	17	118	138	(20)
	12	-	41	47	(6)
Tree	13	2	62	37	25
Total Inspections:	144	70	757	855	(98)



August 2023 Issued Permits

Construction Value:	August 2023	August 2022	2023 YTM	2022 YTM	Difference
Accessory Structure	-	-	-	\$70,000.00	(\$70,000.00)
Addition / Alteration	\$555,000.00	\$66,783.00	\$11,800,141.78	\$3,152,860.59	\$8,647,281.19
Fence / Wall	-	\$90,136.00	\$1,942,514.00	\$247,036.00	\$1,695,478.00
New Construction	\$15,905,000.00	\$2,885,734.40	\$33,995,087.00	\$25,774,845.40	\$8,220,241.60
Repair / Replace	-	-	-	-	\$0.00
Wireless Comm. Facility	-	-	-	\$70,000.00	(\$70,000.00)
Total Value:	\$16,460,000.00	\$3,042,653.40	\$47,737,742.78	\$29,314,741.99	\$18,423,000.79
Permits Issued:	August 2023	August 2022	2023 YTM	2022 YTM	Difference
New Construction	3	2	9	14	(5)
Permit Extension	5	4	30	33	(3)
Accessory Structure	-	-	-	1	(1)
Addition / Alteration	2	1	21	16	5
Construction Activity Permit	5	2	30	19	11
Demolition	3	3	10	10	0
Fence / Wall	-	3	12	12	0
Grading / Drainage	3	2	20	18	2
Mechanical	12	3	60	70	(10)
Other - Moving	-	-	-	-	0
Plumbing / Gas	4	3	36	48	(12)
Repair / Replace	-	-	-	-	0
Reroof	-	-	-	-	0
Right of Way Use	10	11	52	62	(10)
Tree Mitigation	6	6	35	43	(8)
Wireless Comm. Facility	-	-	-	1	(1)
Total Permits:	53	40	315	347	(32)
Inspections:	August 2023	August 2022	2023 YTM	2022 YTM	Difference
Building	92	90	628	723	(95)
Engineering/Other	29	17	145	154	(9)
Tree	13	3	54	50	4
	6	6	70	43	27
Total Inspections:	140	116	897	970	(73)

*****Advanced Deposit vs. Consultant Invoice Tracking**

2021

Tree Code Consultants/401.558.60.41.50

Month	Invoice	*AD	%	**Net
January	\$ 7,408.75	\$ 1,848.00	25%	\$ 5,560.75
February	\$ 6,868.05	\$ 2,053.71	30%	\$ 4,814.34
March	\$12,461.82	\$ 2,967.59	24%	\$ 9,494.23
April	\$ 5,947.29	\$ 1,584.94	27%	\$ 4,362.35
May	\$ 5,104.50	\$ 553.50	11%	\$ 4,551.00
June	\$ 6,683.64	\$ 1,310.61	20%	\$ 5,373.03
July	\$ 5,412.00	\$ 1,161.92	21%	\$ 4,250.08
August	\$ 2,798.25	\$ 369.00	13%	\$ 2,429.25
September	\$ 5,535.00	\$ 1,107.00	20%	\$ 4,428.00
October	\$ 5,878.75	\$ 2,676.80	46%	\$ 3,201.95
November	\$ 4,387.82	\$ 1,368.75	31%	\$ 3,019.07
December	\$ 3,883.60	\$ 2,213.44	57%	\$ 1,670.16
Total	\$72,369.47	\$19,215.26	27%	\$53,154.21

Engineering Consultant/401.558.60.41.08

Month	Invoice	*AD	%	**Net
January	\$ 7,568.04	\$ 4,807.46	64%	\$ 2,760.58
February	\$11,010.90	\$ 3,965.89	36%	\$ 7,045.01
March	\$10,678.62	\$ 5,882.36	55%	\$ 4,796.26
April	\$ 9,763.37	\$ 5,901.96	60%	\$ 3,861.41
May	\$ 9,207.95	\$ 4,758.93	52%	\$ 4,449.02
June	\$11,153.69	\$ 6,448.16	58%	\$ 4,705.53
July	\$ 5,635.44	\$ 1,728.72	31%	\$ 3,906.72
August	\$ 4,579.52	\$ 1,728.72	38%	\$ 2,850.80
September	\$10,606.64	\$ 6,706.35	63%	\$ 3,900.29
October	\$ 5,793.97	\$ 4,549.97	79%	\$ 1,244.00
November	\$ 6,221.72	\$ 4,057.18	65%	\$ 2,164.54
December	\$4,291.31	\$2,777.47	65%	\$ 1,513.84
Total	\$96,511.17	\$53,313.17	55%	\$43,198.00

*This is a cash deposit account used to offset Grading and Drainage and Tree Code Consultant costs.

**Net is the consultant invoiced amount after subtracting applicable advanced deposit amounts. This is the net impact to budget.

***Money deposited with Medina is used when actual invoiced costs to a permitted project exceed the permit fees collected.

*****Advanced Deposit vs. Consultant Invoice Tracking**

2022

Tree Code Consultants/401.558.60.41.50

Month	Invoice	*AD	%	**Net
January	\$ 9,657.10	\$ 5,337.69	55%	\$ 4,319.41
February	\$ 7,626.25	\$ 3,796.00	50%	\$ 3,830.25
March	\$10,290.94	\$ 7,154.21	70%	\$ 3,136.73
April			0%	\$ -
May	\$ 214.50	\$ 52.00	24%	\$ 162.50
June	\$25,151.43	\$11,313.97	45%	\$13,837.46
July	\$ 5,673.75	\$ 3,471.25	61%	\$ 2,202.50
August	\$ 7,036.25	\$ 1,440.00	20%	\$ 5,596.25
September	\$ 5,680.00	\$ 1,668.54	29%	\$ 4,011.46
October	\$ 7,022.50	\$ 4,237.96	60%	\$ 2,784.54
November	\$12,533.75	\$ 5,281.21	42%	\$ 7,252.54
December	\$ 2,400.00	\$ 720.00	30%	\$ 1,680.00
Total	\$93,286.47	\$44,472.83	48%	\$48,813.64

Engineering Consultant/401.558.60.41.08

Month	Invoice	*AD	%	**Net
January	\$ 7,981.02	\$ 5,471.34	69%	\$ 2,509.68
February	\$ 3,244.80	\$ 1,789.57	55%	\$ 1,455.23
March	\$ 6,672.74	\$ 4,522.01	68%	\$ 2,150.73
April	\$ 9,290.96	\$ 7,019.51	76%	\$ 2,271.45
May	\$ 6,184.05	\$ 4,119.35	67%	\$ 2,064.70
June	\$ 7,624.16	\$ 4,756.42	62%	\$ 2,867.74
July	\$ 4,929.38	\$ 3,489.24	71%	\$ 1,440.14
August	\$ 6,888.74	\$ 3,375.51	49%	\$ 3,513.23
September	\$ 5,865.48	\$ 4,325.15	74%	\$ 1,540.33
October	\$ 3,797.35	\$ 2,679.41	71%	\$ 1,117.94
November	\$ 3,650.18	\$ 2,016.06	55%	\$ 1,634.12
December	\$ 3,835.35	\$ 3,111.27	81%	\$ 724.08
Total	\$69,964.21	\$46,674.84	67%	\$23,289.37

*This is a cash deposit account used to offset Grading and Drainage and Tree Code Consultant costs.

**Net is the consultant invoiced amount after subtracting applicable advanced deposit amounts. This is the net impact to budget.

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*****Advanced Deposit vs. Consultant Invoice Tracking**

2023

Tree Code Consultants/401.558.60.41.50

Month	Invoice	*AD	%	**Net
January	\$ 9,911.25	\$ 3,000.00	30%	\$ 6,911.25
February	\$ 3,760.00	\$ 2,832.91	75%	\$ 927.09
March	\$ 7,600.00	\$ 4,024.61	53%	\$ 3,575.39
April	\$ 3,991.25	\$ 2,077.87	52%	\$ 1,913.38
May	\$ 6,658.75	\$ 2,828.63	42%	\$ 3,830.12
June	\$ 7,911.25	\$ 4,332.21	55%	\$ 3,579.04
July	\$ 3,520.00	\$ 2,880.00	82%	\$ 640.00
August	\$ 1,160.00	\$ 445.06	38%	\$ 714.94
September			0%	\$ -
October			0%	\$ -
November			0%	\$ -
December			0%	\$ -
Total	\$ 44,512.50	\$ 22,421.29	50%	\$ 22,091.21

Engineering Consultant/401.558.60.41.08

Month	Invoice	*AD	%	**Net
January	\$ 1,816.44	\$ 1,337.15	74%	\$ 479.29
February	\$ 3,246.20	\$ 2,906.92	90%	\$ 339.28
March	\$ 4,355.82	\$ 4,287.97	98%	\$ 67.85
April	\$ 6,448.23	\$ 5,228.74	81%	\$ 1,219.49
May	\$ 3,917.67	\$ 3,630.64	93%	\$ 287.03
June	\$ 5,410.73	\$ 4,387.63	81%	\$ 1,023.10
July	\$ 6,534.06	\$5,107.32	78%	\$ 1,426.74
August	\$ 4,203.45	\$ 3,253.92	77%	\$ 949.53
September			0%	\$ -
October			0%	\$ -
November			0%	\$ -
December			0%	\$ -
Total	\$ 35,932.60	\$ 30,140.29	84%	\$ 5,792.31

*This is a cash deposit account used to offset Grading and Drainage and Tree Code Consultant costs.

**Net is the consultant invoiced amount after subtracting applicable advanced deposit amounts. This is the net impact to budget.

***Money deposited with Medina is used when actual invoiced costs to a permitted project exceed the permit fees collected.



UPDATE: Two nights of construction confirmed for Medina Pump Station improvements

Starting as early as August 29, King County’s contractor will replace pipes and valves inside the Medina Pump Station (located at 633 81st Ave NE in Medina). Construction activities will involve two nights of work to empty the force main, transportation of wastewater to the Wilburton Siphon in Bellevue, and installation a temporary and permanent bypass connection at the pump station.

Planned construction activities:

1. During daytime work hours (7 A.M. to 7 P.M.), starting Aug. 29:

King County’s contractor will rearrange the work area and install three temporary bypass pumps outside the building. **The pumps will run 24-7 once installed to keep wastewater flowing during construction.** All pumps will have enclosures to reduce overall noise. Only one pump will run 24-7. The other pumps will act as a backup.

2. At night on Sept. 11:

Crews will complete a practice run of the temporary bypass connection. The practice run will involve staging tanker trucks and driving the haul route to the Wilburton Siphon in Bellevue (see map on reverse).

This must be completed around the same time as the actual construction activities. Doing this practice run will help us identify potential issues that might arise while installing the bypass connections. **The practice run will begin at 9 p.m. and will take approximately 4 hours to complete.**

3. At night on Sept. 15:

Crews will pump wastewater from the pump station into trucks and transport it to the Wilburton Siphon in Bellevue and install the temporary bypass. **Overnight work will begin at 8 p.m. and will take approximately 10 hours to complete.**

Draining the force main and installing the bypass connection must be done in the middle of the night when most people are not showering, washing dishes, doing laundry, or flushing the toilet.

Questions? Please contact:

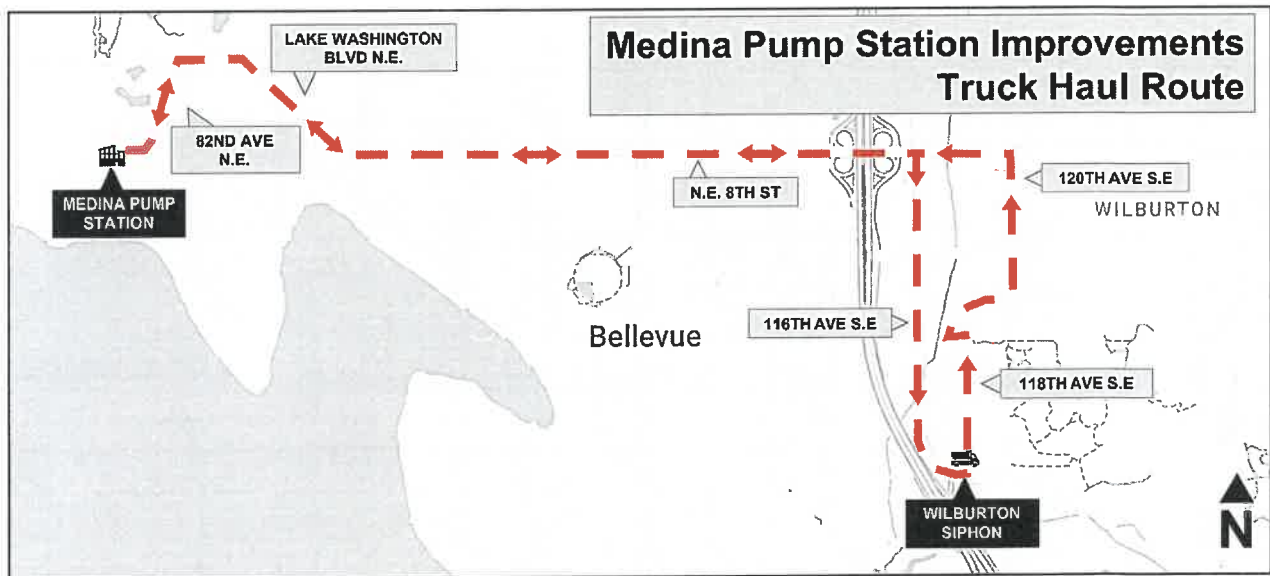
Annie Pfeifer, King County WTD Community Relations Lead, at 206-263-3203 or amurrillpfeifer@kingcounty.gov

Or

Steve Wilcox, City of Medina Development Service Director, at 425-233-6409 or swilcox@medina-wa.gov

What to expect:

- There will be no interruption to services for near neighbors.
- Crews will install sound blankets on the temporary construction fence at the Medina Pump Station when construction begins.
- During night work, crews will:
 - Close one lane 81st Ave N.E. to stage trucks.
 - Flaggers will move drivers through the work area.
 - Pump wastewater from the pump station using tanker trucks.
 - There will be an increase in intermittent noise while the trucks collect wastewater.
 - There will be an increase in continuous noise while trucks wait near the Pump Station.
- Drive the filled trucks on the haul route between the Medina Pump Station and the Wilburton Siphon in Bellevue. (see map below)

**About the Medina Pump Station Projects:**

The Medina Pump Station is located at 633 81st Ave NE in Medina. The pumps in the station help move wastewater from the surrounding area to where it is treated at King County's South Treatment Plant in Renton. The station's equipment is aging and at risk of failure, which makes it critical for King County to upgrade the station and reduce the risk of overflow.

Currently, there are two projects to upgrade aging equipment at the Medina Pump Station:

- **The Header Replacement Project:** This project is replacing pipes and valves inside the station. Construction will take approximately six weeks to complete and will involve two nights of work.
- **The Generator Replacement Project:** The replacement generator was delivered on July 17. After re-building the outer wall of the pump station, the remaining construction activities will mostly occur within the pump station.

King County is completing all work in coordination with the Cities of Medina and Bellevue.

ALTERNATIVE FORMATS AVAILABLE
 206-477-5371 / 711 (TTY Relay)



July Code Enforcement Report

Case Number	Case Type	Assigned To	Address	Case Text
CC-2023-121	STOP WORK ORDER	Rob Kilmer	3607 EVERGREEN POINT RD	<p>Description: Observed construction related vehicle parked along right-of-way.</p> <p>Action Taken: Upon investigation, observed work requiring a permit occurring. Posted Stop Work Order on site and gave card to workers.</p> <p>Estimated Penalty: Financial penalty will be equal to the cost of each required building permit. This will be determined as part of the permitting process.</p>
CC-2023-122	NOTICE OF VIOLATION	Rob Kilmer	2230 EVERGREEN POINT RD	<p>Description: Bushes in right-of-way planting strip observed to potentially create a violation of the sight-lines requirements of MMC 16.52.210 C.1.</p> <p>Action Taken: Notice of Violation created to address the issue.</p> <p>Estimated Penalty: None at this time.</p>
CC-2023-123	INITIAL WARNING	Rob Kilmer	7652 NE 12TH ST	<p>Description: Observed construction-related vehicles parked along street outside of project.</p> <p>Action Taken: Verbal warning issued to project/property owner/Agent.</p> <p>Estimated Penalty: None at this time.</p>
CC-2023-124	GENERAL	Rob Kilmer	3616 EVERGREEN POINT RD	<p>Description: Observed work occurring along with worker vehicles parked along right-of-way</p> <p>Action Taken: Spoke with workers and determined that the work was property maintenance only. No further action taken.</p> <p>Estimated Penalty: None at this time.</p>
CC-2023-125	GENERAL	Rob Kilmer	2615 EVERGREEN POINT RD	<p>Description: Received a concern about overgrowth of bushes that block visibility to roadway from shared driveway.</p> <p>Action Taken: Will work to contact property owners/managers to address concern.</p> <p>Estimated Penalty: N/A</p>
CC-2023-126	INITIAL WARNING	Rob Kilmer	7613 OVERLAKE DR W	<p>Description: Received photo indicating that painters for the site were parking in the public parking lot.</p> <p>Action Taken: Sent initial warning to project Agent.</p> <p>Estimated Penalty: None at this time.</p>
CC-2023-127	GENERAL	Rob Kilmer	2790 EVERGREEN POINT RD	<p>Description: Received concern regarding a full storm water catch basin located on private property.</p> <p>Action Taken: Spoke with property owners and investigated the storm drain and the likely cause of issue.</p> <p>Estimated Penalty: N/A</p>



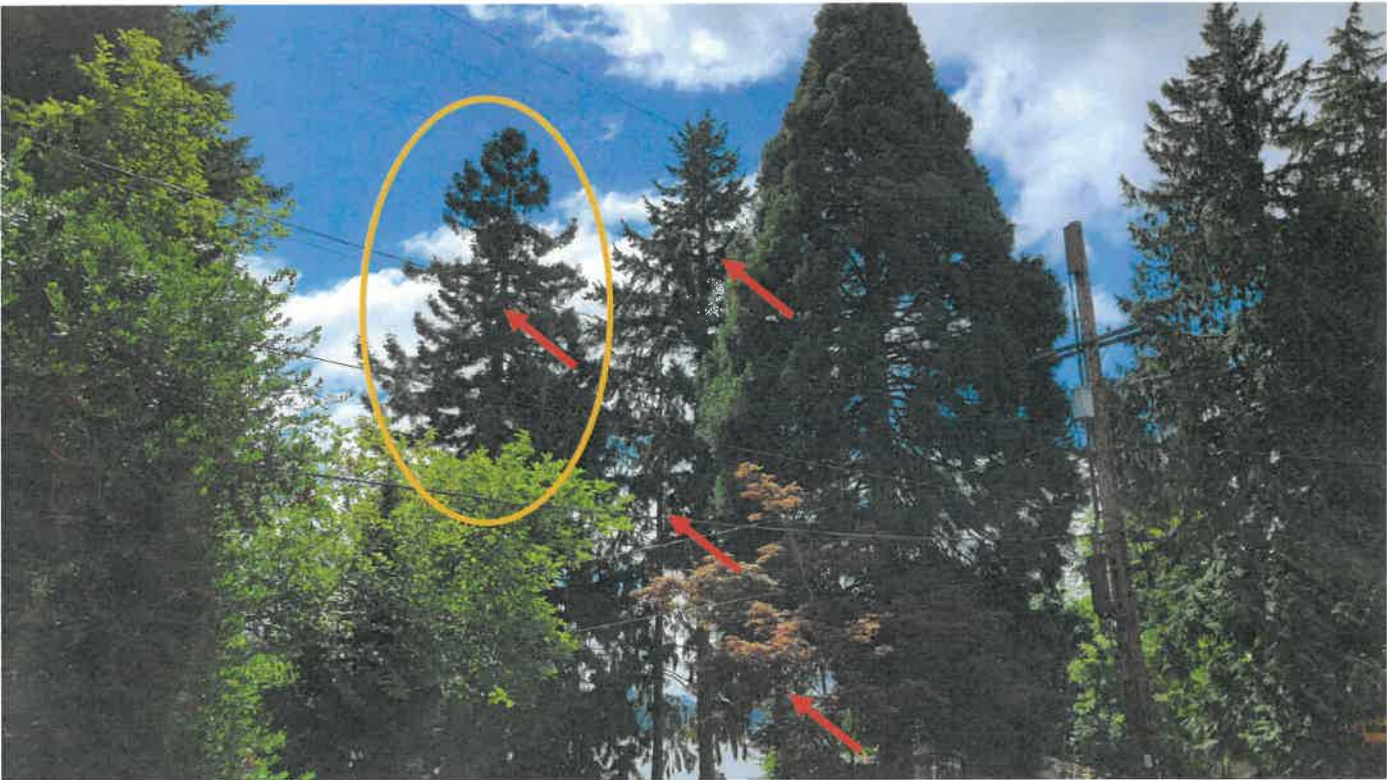
August Code Enforcement Report

Case Number	Case Type	Assigned To	Address	Case Text
CC-2023-131	TREE INVESTIGATION	Andy Crossett	7800 NE 28TH ST	<p>Description: Received report of significant tree being removed.</p> <p>Action Taken: Visited site and determined that a tree permit was likely needed. Spoke to site worker & school administrators. They will be providing information that I will then give to the City Arborist. City Arborist will visit site to determine next steps.</p> <p>Estimated Penalty: To be determined following investigation.</p>
CC-2023-128	SIGN VIOLATION	Rob Kilmer	7617 NE 24TH ST	<p>Description: Observed a sub-contractor's sign (American Railworks) displayed outside of jobsite where they were working.</p> <p>Action Taken: Removed sign and informed sub-contractor that it could not be displayed.</p> <p>Estimated Penalty: None</p>
CC-2023-129	GENERAL	Rob Kilmer	3310 76TH AVE NE	<p>Description: Received concern from homeowner regarding the speed of construction-related heavy trucks driving through this area.</p> <p>Action Taken: Communicated the request to have police monitor the situation to the Medina Police Department. The police department responded to say they would address the concern and reach out to the homeowner.</p> <p>Estimated Penalty: N/A</p>
CC-2023-130	SIGN VIOLATION	Rob Kilmer	84th Ave NE	<p>Description: Observed two commercial advertising signs (PNW Deck Pros) posted along right-of-way.</p> <p>Action Taken: Removed signs and contacted company to inform them of sign rules in Medina</p> <p>Estimated Penalty: None at this time.</p>
CC-2023-132	GENERAL	Rob Kilmer	7652 NE 12TH ST	<p>Description: Received complaint regarding construction noise, specifically in regard to beeping from a bulldozer's back-up alert.</p> <p>Action Taken: Spoke with construction site superintendent, spoke with police, and called citizen. Left voicemail with my contact information.</p> <p>Estimated Penalty: None at this time. The noise appears to be a common beeping alert required by Labor & Industry safety rules. The work is being performed during allowable work hours.</p>
CC-2023-133	GENERAL	Rob Kilmer	410 OVERLAKE DR E	<p>Description: Received concern regarding water coming from hillside above resident's home.</p> <p>Action Taken: Visited site. Observed possible source of water on the property. Reached out to property owner with my observation and offered to meet on-site to observe the issue and investigate further.</p> <p>Estimated Penalty: N/A</p>

CC-2023-134	GENERAL	Rob Kilmer	8457 NE 5TH ST	<p>Description: Received concern regarding rats coming from vacant house.</p> <p>Action Taken: Notified owner that, prior to work to demolish the structure, rat abatement will be required. This condition has been added to their Construction Activity Permit application per MMC 16.75.060(H)</p> <p>Estimated Penalty: N/A</p>
CC-2023-135	GENERAL	Rob Kilmer	2790 EVERGREEN POINT RD	<p>Description: Received concern regarding portable toilet located in grass strip of right-of-way</p> <p>Action Taken: Visited site during next work day. Portable toilet had been taken away by servicing company.</p> <p>Estimated Penalty: None</p>

Development Project Tree Permit Activity Report July 2023 By Sean Dugan

July 2023 - Tree Code Consultant Monthly Report					
* Size meets minimum standards outlined in 16.52.100.A.1.					
Permit Type	Address	# Trees Removed	Removed Tree Size (inches)	*Supplemental Required	Description
TAP Review - TREE-WITH BUILDING/DEVELOPMENT					
TREE-WITH BUILDING/DEVELOPMENT	116 Overlake Dr E	4	18, 23, 26, 50	?	Tree T26 is over 50" DSH and requires a nonadministrative tree activity permit. Supplemental planting TBD
TREE-WITH BUILDING/DEVELOPMENT	8637 NE 6TH ST	7	12, 32, 12, 6, 6, 6, 6	3+?	Previously reported in January 2023. Four additional significant trees not previously identified on site require removal. One significant tree reported to be retained was not present on site during pre-construction meeting. Supplemental trees TBD.



116 Overlake Dr. E. – Four trees are proposed for removal (red arrows). Tree T26 is a Redwood tree over 50-inches in diameter proposed for removal (yellow oval). *Note: Twenty-four trees were removed from the site in 2019 with no supplemental plantings required.



8637 NE 6th St. – Original submission proposed 3 significant trees to be removed. The city determined an additional 4 significant trees exist on site that were not on survey or properly located. An additional tree shown on survey did not exist. Four additional significant trees will be removed for a total of seven. Total supplemental plantings TBD.

Non-Development Tree Permit Activity Report
July & August 2023
By Andy Crossett

Non-Development Tree Permit Activity Report					
Permit Type	Address	# Trees Removed	Removed Tree (Size)	Supplemental Required	Description
Tree Performance	7664 NE 14th St	7 Trees	28", 18", 17", 27", 14", 9", 18"	6	2 x Norway Maple, 2x Douglas fir, 1 WRC, 1 Apple, 1 Cherry. Trees are making back yard inaccessible to child in a wheelchair.
Dead Trees	8213 Overlake Dr West	2 Unknown Deciduous	2 x 12"	N/A	Dead tree confirmation.
Tree Restoration	8214 Overlake Dr W	1 WRC	28"	3	Multi-trunked tree with some decay. "Moderate" risk tree.
Hazard Tree Assessment	3201 EPR	2 x Lombardy Poplar	2 x ~24"	N/A	Trees are dead in a critical slope. Would not meet the definition to be considered hazardous.
Dead Tree	110 84th Ave NE	1 White Pine	24"	N/A	Dead tree confirmation.
Dead Tree	8116 Overlake Dr W	1 Unknown Deciduous	16"	N/A	Dead tree confirmation.
Dead Tree	625 84th AVE NE	1 Cherry	16"	N/A	Dead tree confirmation.

3201 EPR – Hazard Assessment



110 84th Ave NE – Dead tree.



8116 Overlake Dr W – Dead tree.



625 84th AVE NE – Dead Tree





CITY OF MEDINA

501 EVERGREEN POINT ROAD | PO BOX 144 | MEDINA WA 98039-0144
TELEPHONE 425-233-6400 | www.medina-wa.gov

Date: September 11th, 2023
To: Honorable Mayor and City Council
Via: Stephen R. Burns, City Manager
From: Ryan Wagner, Finance & HR Director
Subject: August 2023 Financial Report

The August 2023 Reporting includes:

- July AP Check Register Activity Detail
- August AP Check Register Activity Detail
- Key Revenue and Expenditures in August 2023
- Potential Budget Amendment Items for 2023
- August 2023 Cash Position Report
- August 2023 Financial Report

Key Revenue from August of 2023

- \$14K in property tax revenue
- \$155K in retail sales and use tax.
- \$40K in investment earnings
- \$91K in Grant Funding, from Dept of Ecology and Dept Criminal Justice
- \$248K in Aug REET (paid out in Sept) please see attached report.

Key Expenditures from August of 2023

- \$47K Gray and Osborne – Sidewalk and Upland Road drainage
- \$29K John Deere – Gas powered utility vehicle for parks
- \$14K TIG – IT managed services

Budget Amendment Items

- 20K for WCIA 2023 bill, good faith estimate was understated by Finance Director

Potential Amendment Items

- \$10K for outgoing Council celebration and end of year banquet
- \$100K New plow and spray truck? In 2024 prelim budget
- \$40K for Body Cameras for our PD, potential Q4 expense

- \$30K for a Development Services fee study, (Feb second meeting discussion)
- \$50K for potential Overlay projects (high estimate per PW Director)

August 2023 Cash Position Report

<u>2023 Cash Balance, 7/31/2023</u>		<u>2023 Cash Balance, 8/31/2023</u>	
TOTAL CASH & INVESTMENTS		TOTAL CASH & INVESTMENTS	
Period Ending: 07/31/2023		Period Ending: 08/31/2023	
WA ST INV POOL	\$ 8,400,298	WA ST INV POOL	\$ 8,609,554
OTHER INVESTMENTS*	4,505,595	OTHER INVESTMENTS*	4,505,595
CHECKING	1,409,596	CHECKING	1,003,982
	<u>\$ 14,315,488</u>		<u>\$ 14,119,130</u>
		Outstanding Checks	<u>\$72,064.25</u>
			<u>\$ 14,047,066</u>

*Bond maturity dates:

New Bond 19 Month
4.75% annual yield



New Bond 4 Year
5% annual yield



\$1M bond (Aug 2020)	8/5/2024
\$1M bond (June 2023)	12/31/2024
\$500K bond (Mar 2020)	3/25/2025
\$500K bond (June 2022)	12/31/2025
\$1.15M bond (Jan 2023)	6/30/2026
\$500K bond (June 2023)	12/31/2027

August 2023 Financial Summary

	AUGUST ACTUAL	AUGUST YTD ACTUAL	2023 ANNUAL BUDGET	% of Budget Total	REMAINING BUDGET
General Fund					
Property Tax	\$13,733	\$2,589,702	\$4,318,656	59.97%	\$1,728,954
Sales Tax	\$154,710	\$1,212,608	\$1,870,785	64.82%	\$658,177
Affordable & Sup. Housing	\$1,326	\$3,840	\$0	--	(\$3,840)
Criminal Justice	\$9,704	\$70,385	\$98,782	71.25%	\$28,397
B & O Tax: Utility & Franchise Fee	\$41,290	\$817,332	\$897,637	91.05%	\$80,305
Leasehold Excise Tax	\$0	(\$2,480)	\$6,589	-37.64%	\$9,069
General Government (includes Hunts Point)	\$13,300	\$212,974	\$441,401	48.25%	\$228,427
Passports, General Licenses & Permits	\$300	\$2,644	\$6,050	43.71%	\$3,406
Fines, Penalties, Traffic Infr.	\$3,168	\$9,652	\$18,000	53.62%	\$8,348
Misc. Invest. Facility Leases	\$24,558	\$240,504	\$160,869	149.50%	(\$79,635)
Disposition of Capital Assets	\$0	\$18,288	\$0	--	(\$18,288)
General Fund Total	\$262,088	\$5,175,449	\$7,818,769	66.19%	\$2,643,320
Development Services Fund Total	\$107,215	\$985,673	\$1,007,538	97.83%	\$21,864.87
Development Services Fund Transfers In from GF	\$0	\$0	\$0	--	\$0.00
Street Fund Total	\$79,901	\$111,638	\$135,166	82.59%	\$90,446
Street Fund Transfers In	\$42,917	\$343,351	\$515,000	66.67%	\$200,764
Tree Fund Total	\$0	\$950	\$3,075	30.89%	\$2,125
Capital Fund Total	\$57,479	\$957,387	\$1,253,264	76.39%	\$295,877
Levy Stabilization Fund Total	\$0	\$0	\$0	--	\$0
Levy Fund Transfers In GF	\$41,667	\$333,333	\$500,000	66.67%	\$166,667
NonRevenue Trust Funds Total	\$1,744	\$8,138	\$0	--	(\$8,138)
Master Investments Total	\$0	\$3,000,000	\$0	--	(\$3,000,000)
Total (All Funds)	\$508,427	\$10,239,235	\$10,217,812	100.21%	(\$21,423)
Total (All Funds) Transfers In	\$84,583	\$676,684	\$1,015,000	66.67%	\$338,316

EXPENDITURES:	AUGUST ACTUAL	AUGUST YTD ACTUAL	2023 ANNUAL BUDGET	% of Budget Total	REMAINING BUDGET
General Fund					
Legislative	\$1,129	\$30,370	\$70,500	43.08%	\$40,130
Municipal Court	\$4,000	\$31,367	\$62,000	50.59%	\$30,633
Executive	\$23,182	\$182,506	\$281,185	64.91%	\$98,679
Finance	\$26,961	\$458,253	\$568,879	80.55%	\$110,626
Legal	(\$8,429)	\$116,536	\$327,200	35.62%	\$210,664
Central Services	\$66,767	\$709,116	\$1,261,218	56.22%	\$552,102
Police Operations	\$198,902	\$1,629,693	\$2,669,889	61.04%	\$1,040,196
Fire & Medical Aid	\$0	\$398,894	\$827,788	48.19%	\$428,894
Public Housing, Environmental & Mental Health Fees	\$0	\$29,611	\$42,058	70.41%	\$12,447
Recreational Services	\$14,167	\$38,435	\$48,500	79.25%	\$10,065
Parks	\$70,418	\$401,675	\$605,610	66.33%	\$203,935
General Fund Subtotal	\$397,098	\$4,026,454	\$6,764,827	59.52%	\$2,738,373
General Fund Transfers Out	\$78,333	\$626,684	\$940,000	66.67%	\$313,316
General Fund Total	\$475,432	\$4,653,138	\$7,704,827	60.39%	\$3,051,689
Development Services Fund Total	\$53,407	\$729,581	\$1,013,297	72.00%	\$283,716
City Street Fund Total	\$45,711	\$347,288	\$629,167	55.20%	\$281,879
Tree Fund Total	\$0	\$14,476	\$40,000	36.19%	\$25,524
Capital Fund Total	\$48,848	\$115,659	\$1,090,000	10.61%	\$974,341
Capital Fund Transfers Out	\$6,250	\$50,000	\$75,000	66.67%	\$25,000
NonRevenue Trust Funds Total	\$72	\$27,084	\$0	0.00%	(\$27,084)
Master Investments Total	\$209,256	\$4,116,019	\$0	0.00%	(\$4,116,019)
Total (All Funds)	\$754,393	\$9,376,560	\$9,537,291	98.31%	\$160,731
Total (All Funds) Transfers Out	\$84,583	\$676,684	\$1,015,000	66.67%	\$338,316



CITY OF MEDINA

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 TELEPHONE 425-233-6400 | www.medina-wa.gov

Date: September 11, 2023
To: Honorable Mayor and City Council
Via: Stephen R. Burns, City Manager
From: Aimee Kellerman, City Clerk
Subject: Central Services Department Monthly Report

SEPTEMBER AND OCTOBER PUBLIC MEETINGS AND EVENTS

Event	Date	Time	Location
Park Board Meeting	Sep 18	5:00 pm	In-Person/Online
City Council Meeting	Sep 25	5:00 pm	In-Person/Online
Planning Commission Meeting	Sep 26	6:00 pm	In-Person/Online
City Council Meeting	Oct 9	5:00 pm	In-Person/Online
City Council Meeting	Oct 23	5:00 pm	In-Person/Online
Planning Commission Meeting	Oct 24	6:00 pm	In-Person/Online

Meetings are publicly noticed on the City’s three official notice boards, City website, and via GovDelivery. Occasionally notices require publication in the City’s official newspaper, The Seattle Times. Public meetings scheduled after publication of this report can be found on the City’s website.

COMMUNICATION TO OUR COMMUNITY

E-Notice Program: During the months of July and August, the City issued 30 bulletins amounting to a total of 218,703 bulletins delivered to subscribers; approximately 19.6% were opened. See **Attachment**.

As of August 31, the city had 15,739 subscribers (change in total subscribers **+620**), with a combined total of 143,947 subscriptions (change in total subscriptions **+6,962**).

RECORDS REQUESTS

During the months of July and August, 17 public records requests were received by Central Services. See **Attachment 2**.

NEW PUBLIC RECORDS PORTAL

Central Services staff is excited to announce that we have implemented a new public records portal, NextRequest (powered by Civic Plus). When looking at new software, we are often evaluating what our current software offers us, ease of use for staff and citizens, onboarding, training, and cost. After evaluating NextRequest, city staff has determined that this solution is unmatched in its ability to help us improve efficiency, build transparency, and increase compliance. With this changeover, the city is saving **over \$5,000** in 2023 and a little **over \$19,000** over the next three years.

LASERFICHE AND RECORDS MANAGEMENT PROJECT

Central Services contracted both CDI (Cities Digital, Inc.) and MG Consulting Services LLC (See **Attachment 3**, Megan Gregor Consulting qualifications) to help city staff review, organize, and develop an organizational foundation for records retention through the implementation of Laserfiche. In addition to Laserfiche, Megan Gregor has been helping city staff review print records from the city’s public storage. In late August, staff brought 49 boxes from storage (39 boxes were

destroyed, and 10 boxes to be archived). With the disposition of the 49 boxes, the city was able to move to a smaller storage unit, reducing storage expenditures by **\$652** a month (a cost savings of **\$7,824** a year). Some of the benefits the city is gaining by ensuring our records are being properly maintained and dispositioned are:

- **Space and Cost Savings:** Storing records indefinitely can lead to overcrowded storage facilities, resulting in increased costs for maintenance, space, and resources. As stated before, we are already seeing the direct impact of disposition in this area.
- **Efficiency and Accessibility:** Properly dispositioned records will allow us to quickly locate essential documents, improving efficiency in operations and services to the public when responding to public records requests.
- **Information Security:** Keeping unnecessary records can pose security risks, especially if they contain sensitive or personal information. Regular disposition reduces the risk of unauthorized access or security breaches.
- **Legal and Regulatory Compliance:** The State of Washington has specific legal requirements regarding the retention and disposal of records. This disposition project ensures compliance with these laws and reduces potential legal liabilities.
- **Preservation of Vital Records:** By determining which records are essential, we are able to prioritize the trajectory of our digitization project and focus on the preservation of critical documents that have lasting historical, administrative, or legal value.
- **Enhanced Public Trust:** Proper records management and disposition demonstrate to the public that the government is organized, transparent, and committed to safeguarding their information.

In summary, our work on this project is crucial to the city's public stewardship and we are finally starting to feel some of the impacts.

Lastly, I want to give a big "THANK YOU" to Public Works for quickly and efficiently securing and moving us from our large storage unit to a smaller unit in such a tight timeframe! They are very much appreciated.

	Bulletins Developed	Total Recipients	Total Delivered	Unique Email Opens	Unique Email Open	Wireless Recipients
Comparisons:						
July, 2023	15	96,258	85,325	10,578	19.40%	36,793
June, 2023	10	76,477	68,422	8,528	19.40%	29,336
May, 2023	28	159,825	142,208	14,563	16.00%	61,919
April, 2023	32	213,523	191,506	20,444	16.60%	81,637
March, 2023	21	129,439	115,951	11,878	15.90%	49,669
January, 2023	30	192,287	172,943	23,109	19.90%	68,940
December, 2022	33	223,587	202,268	25,975	19.00%	78,584
November, 2022	24	128,822	116,286	14,221	17.90%	44,131
October, 2022	28	131,830	119,181	15,287	18.10%	41,173
September, 2022	18	71,635	64,845	8,554	18.20%	21,385
August, 2022	13	65,817	60,494	8,916	19.90%	18,579
July, 2022	17	66,926	61,741	8,809	18.5%	16,757
June, 2022	38	170,001	156,176	17,192	15.00%	48,346
May, 2022	21	93,246	86,088	9,650	14.8%	24,298
Date Sent	Top 10 Most Read Bulletins During July				Emails Opened	Email Open Rate
07/10/2023 04:03 PM PDT	Emergency Preparedness Meeting (Wed 12th July) - AGENDA & JOINING INSTRUCTIONS				818	29%
07/13/2023 04:58 PM PDT	Community Bulletin - SR-520 Weekend Closure				2,446	22%
07/17/2023 02:22 PM PDT	July 24, 2023 - Medina City Council Regular Meeting - CANCELLED				1389	17%
07/18/2023 11:00 AM PDT	Community Bulletin - SR-520 Weekend Closure				2,355	22%
07/20/2023 10:48 AM PDT	Medina Days 2023 - Week At a Glance				1,768	18%
07/21/2023 11:00 AM PDT	Community Bulletin - Reminder - SR-520 Weekend Closure				2,140	21%
07/21/2023 04:00 PM PDT	Potential Quorum Notice - Planning Commission Hybrid Meeting - July 25, 2023				250	13%
07/25/2023 03:10 PM PDT	Community Bulletin - Seafair Weekend 2023				2,458	22%
07/26/2023 12:15 PM PDT	Potential Quorum Notice - Public Works Annual BBQ July 27, 2023				248	12%
07/28/2023 09:00 AM PDT	Medina Newsletter - Summer 2023				1,875	21%

	Bulletins Developed	Total Recipients	Total Delivered	Unique Email Opens	Unique Email Open	Wireless Recipients
Comparisons:						
August, 2023	15	149,675	133,378	16,453	19.70%	59,515
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08/02/2023 11:00 AM PDT	Community Bulletin - Seafair Weekend 2023			2,308	22%	
08/07/2023 11:00 AM PDT	Community Bulletin - Medina Days 2023			2487	21%	
08/10/2023 11:00 AM PDT	Community Bulletin - Medina Days 2023			2188	21%	
08/11/2023 01:00 PM PDT	Community Bulletin - SR-520 Weekend Closure			2,066	19%	
08/12/2023 01:21 PM PDT	Community Bulletin - Reminder - Medina Days 2023			2,217	21%	
08/20/2023 06:30 PM PDT	Community Bulletin - Recent Burglary			2,607	22%	
08/21/2023 08:01 AM PDT	Notice of Public Hearing - 2024 Preliminary Annual Budget September 11, 2023			1,422	16%	
08/22/2023 01:00 PM PDT	Community Bulletin - SR-520 Weekend Closure			2,174	20%	
08/24/2023 01:00 PM PDT	Community Bulletin - Reminder - SR-520 Weekend Closure			2,060	19%	

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08/24/2023 01:00 PM PDT	Community Bulletin - Reminder - SR-520 Weekend Closure				2,060	19%

July and August 2023 Monthly PRR Report

ATTACHMENT 2

Run Date: 08/31/2023 3:03 PM

Assigned Dept	Create Date	Reference No	Request Type	Required Completion Date	Summary	Customer Full Name	PRR - Type of Records Requested	Public Record Desired	Assigned Staff
Central Services	7/3/2023	P002825-070323	Public Records Request	7/13/2023	Public Records Request	Attorney Jim Johnstoon	Building	All Occupancy Permits that, during the past 10 years, have been held pending compliance with CHMC 17.37.020 for naturally grown fences	Aimee Kellerman
Central Services	7/6/2023	P002828-070623	Public Records Request	8/10/2023	Public Records Request	Carrie Barak	Human Resources	We would like to request a copy of the following 2023 information regarding medical, dental, vision, and life insurances for the following positions: •Police Officers, Sergeants, Lieutenants, and Firefighters, Fire Lieutenants, Captains, Battalion Chiefs and Other Commissioned. •Police Non-Commissioned Support including Records Clerks, Dispatchers, Records or Dispatch Supervisors, Animal Control Officers, Parking Enforcement Officers and other Police Department Support Employees. •Corrections Officers, Sergeants, Lieutenants and Corrections Employees 1.The specific names of each and every medical, dental, vision, and life insurance plan that is available for these employees; 2.Benefit Summary Sheet for each and every medical, dental, vision, and life insurance plan (usually a single sheet for each plan although sometimes multiple plans are on one sheet), as well as VEBA and HRA information; 3.Rate sheets for Employees and Dependents for each and every medical, dental, vision, and life insurance plan (Including the employer’s contribution rates and?employee’s contribution rates for the employee only and for the full (largest) family plan for each medical, dental, vision, and life insurance plan); 4.Life Insurance. Provide the employee’s life insurance payout amount and monthly premium per employee. 5.Orthodontic Care. Please advise if orthodontic care is provided for each dental plan offered. 6. Collective Bargaining Agreement. We would like to request the current Sergeants wage schedule(s). 7. Name of current President or Shop Steward. Please provide the current name and email address of the current President or Shop Steward of each bargaining unit requested above. **We collect statewide collective bargaining agreements for municipal and agency employees and occasionally have questions regarding the meaning of the CBA language or current practices that the employee shop steward or guild president would be able to answer. We also provide data to these employees on public employee collective bargaining issues.** Electronic versions via e-mail of this information is preferred.? If you have website links, please provide me with links and let me know what plan and contribution rates apply for each position if not clearly delineated on the website. Because of the annual health care changes, Cline & Associates needs full disclosures of all plan summaries and rate sheets (provided by website or by email) to update our records. If a 2023 plan has not been received by your city to date, please indicate when you expect to receive the 2023 plan and send the current plan you are using during 2023. ????? Thank you very much for your assistance in responding to our Annual Health Care Records Request.	Dawn Nations

ATTACHMENT 2

Central Services	7/3/2023	W002826-070323	Public Records Request	7/13/2023	Police Records Request	David McCourt		2643 Evergreen Pt. Rd / B-17-092 / Parcel 242504-9078. This is an older permit and there may be a more recent one. I'm looking for the ADU which has been completely redone. The main house has been demolished and there's framing for a new, larger main house- but no permit yet on our end. 8467 Midland Rd / B-22-030 / Parcel 644730-0100 Thanks! David Assessments	Dawn Nations
Central Services	7/10/2023	P002830-071023	Public Records Request	7/19/2023	Public Records Request	Braden Mineer	Building	Requesting a report of all issued and pending building permits for residential & commercial properties from 6/1/2023 to 6/30/2023. Report to include if possible: permit number, issue date, site addresses, valuation of project, description of work, contractor information and owner name. If a report is unavailable, then copies of the original permits would be more than adequate.	Dawn Nations
Central Services	7/17/2023	P002835-071723	Public Records Request	7/27/2023	Public Records Request	David McCourt	Building	B-22-030 / 8467 Midland Rd / Parcel 644730-0100 Thanks, David	Dawn Nations
Development Services	7/18/2023	P002838-071823	Public Records Request	7/27/2023	Public Records Request	Terrence Danysh	Development Services	St. Thomas Rooftop Play Area Documents and information.	
Central Services	7/19/2023	P002840-071923	Public Records Request	7/28/2023	Public Records Request	Sonja Richey	Building	our neighbor at 1818 77th ave ne Medina is building a big wall in his backyard. I am concerned it is not permitted. Can you tell me if they have a permit and what they plan on doing ? Maybe a pool? Thank you, sonja richey	Dawn Nations
Central Services	7/20/2023	P002841-072023	Public Records Request	7/31/2023	Public Records Request	Mark nelson	Development Services	Old Variance Application Determination from Hearing Examiner PL 15-012 Nichols property 8116 Overlake Drive West Receipt attached	Aimee Kellerman
Central Services	7/24/2023	P002842-072423	Public Records Request	8/2/2023	Public Records Request	Marsha Parker	Building	Please send me any demolition, building, or remodeling plans and/or permit applications for the property at 1556 79th PI NE Medina, WA 98039. Thank you, Marsha Todd Parker	Dawn Nations
Central Services	7/24/2023	P002843-072423	Public Records Request	8/2/2023	Public Records Request	Emily Browne	Finance	Per the Public Records Request act please provide me electronic copies of the purchase agreement or lease agreement for the postage equipment used in the main mailroom; I believe the current vendor is Pitney Bowes.	Dawn Nations
Central Services	7/25/2023	P002846-072523	Public Records Request	8/3/2023	Public Records Request	Spencer King	Building	Hello, I hope this note finds you well. My clients are in the midst of purchasing the home at 8116 Overlake Dr W. There was an extensive remodel done there in 2006. Can you please provide any existing permits on file with the City? We are under contract deadlines so any help by the end of this week would be wonderful!! Thank	Aimee Kellerman
Central Services	7/26/2023	P002849-072623	Public Records Request	8/4/2023	Public Records Request	Jen Kim	Building	Approved building permit plan set	Dawn Nations
Central Services	7/30/2023	P002854-073023	Public Records Request	8/9/2023	Public Records Request	Ryan Packer	Central Services	Recording of Medina Planning Commission meeting dated 07/25/2023	Aimee Kellerman

ATTACHMENT 2

Central Services	8/4/2023	P002858-080423	Public Records Request	8/15/2023	Public Records Request	David McCourt	Building	B-22-118 / 922 87th Ave NE Thanks! David Assessments	Dawn Nations
Central Services	8/4/2023	P002859-080423	Public Records Request	8/15/2023	Public Records Request	John Wherry	Building	I would like to see the Permit Set for 8637 NE 6th This is a new build across the street from my new build. In particular, I would like to see the Cover Sheet, Site Plan, Building Elevations. I would like to understand how this hosue will impact my new house. I did not get a meeting notice so I was not able to ask the architect questions. Thank you	Dawn Nations
Central Services	8/10/2023	P002861-081023	Public Records Request	8/21/2023	Public Records Request	Braden Mineer	Building	Requesting a report of all issued and pending building permits for residential & commercial properties from 7/1/2023 to 7/31/2023. Report to include if possible: permit number, issue date, site addresses, valuation of project, description of work, contractor information and owner name. If a report is unavailable, then copies of the original permits would be more than adequate.	Dawn Nations
Central Services	8/24/2023	P002875-082423	Public Records Request	9/5/2023	Public Records Request	CHRISTINE ZHANG	Building	We would like to have the permit and inspection record of 1221 Evergreen Point Road. Thank you!	Dawn Nations



**ATTACHMENT 2**

501 EVERGREEN POINT ROAD • P.O. BOX 144 • MEDINA, WA 98039-0144
TELEPHONE (425) 233-6400 • FAX (425) 451-8197 • www.medina-wa.gov

DATE: September 11, 2023
TO: Mayor and City Council
From: Aimee Kellerman, City Clerk
Subject: July and August 2023, Public Records Request Tracking

In July and August 2023, Central Services staff received **17** new public records requests and **1** ongoing request. These requests required approximately **32 hours** of Central Services staff time and **3 hours** of consulting time with the City Attorney. The overall July and August cost, which includes staff hourly rate plus benefits and City Attorney fees is approximately **\$3,455**.

In addition, the police department receives public records requests specific to police business that require records research and information distribution. In July and August 2023, the Police Department received **34** new records requests. These requests required approximately **7 hours** of staff time and **0 hours** of consulting time with the City Attorney. The overall July and August cost, which includes staff hourly rate plus benefits, is approximately **\$508**. The requests are from outside law enforcement agencies, insurance carriers, the public and persons involved in the incidents.

Megan Gregor, CMC, MLIS

Owner/Consultant

MG Consulting

MG Consulting specializes in a comprehensive range of consulting services dedicated to the effective management and support of local government entities. As the Founder and Independent Consultant of MG Consulting, Megan Gregor brings over a decade of experience in local government, backed by a wealth of qualifications and accomplishments.

Megan Gregor is a Certified Municipal Clerk with a diverse background, including more than 12 years working within the realm of local government. Her standing as an esteemed educator in the Clerk field, as recognized by the International Institute of Municipal Clerks (IIMC), further underscores her expertise. With a professional portfolio encompassing collaboration with a wide variety of local government entities across the nation, Megan's reach is both extensive and impactful.

Her academic journey culminates in a master's degree in library and information science, complementing her hands-on experience in the organization, maintenance, and retention of vital records. This unique blend of education and practical knowledge equips her to provide local government entities with a distinctive approach, intertwining techniques from library science with the rigorous demands of governmental record keeping. Megan's approach not only streamlines record keeping systems but also empowers client staff to navigate and uphold government records management requisites adeptly.

Gregor's career began in public and academic libraries. Upon relocating to the Seattle area in 2011, she embarked on her journey in local government, establishing herself within the City Clerk's office of a mid-sized Washington city. Progressing in her career, she transitioned to a larger Washington city, serving as the Deputy City Clerk/Enterprise Content Manager for an impressive five-year tenure. During this time, she earned her Certified Municipal Clerk designation and attained a Green Belt in Lean Six-Sigma methodology. Her trajectory culminated with a 2.5-year term as City Clerk for a smaller Washington city.

Post her tenure in local government, Megan's expertise was sought after by a Laserfiche reseller, where she excelled as a Records Management Consultant and trainer. Her role revolved around leveraging the capabilities of Laserfiche to advance organizations' records management objectives. Engaging with over 30 municipalities nationwide, Megan not only facilitated trainings, webinars, and user groups but also delivered insightful conference sessions concentrating on electronic records management.

Gregor's diverse experience, education, and demonstrable impact underscore her as a dedicated professional in local government consulting, making MG Consulting a prime choice for municipalities seeking tailored expertise in effective governance and records management.



CITY OF MEDINA

501 EVERGREEN POINT ROAD | PO BOX 144 | MEDINA WA 98039-0144
TELEPHONE 425-233-6400 | www.medina-wa.gov

Date: September 11, 2023
To: Honorable Mayor and City Council
Via: Stephen R. Burns, City Manager
From: Ryan Osada, Public Works Director
Subject: Public Works Monthly Report

- 1. TIB_MEDINA ELEMENTARY SIDEWALK PH 1** – Last month Kamins Construction completed the grant funded sidewalk installation on the east side of Medina Elementary School. This project included new five-foot concrete sidewalks, drainage improvements and landscaping. To finish the project, Public Works will install **nine** Slender Silhouette Sweet Gum Trees in October.



2. **MEDINA PARK WEST TRAIL REHABILITATION** – The gravel paths in Medina Park have not been overhauled for several years. Public Works has been performing spot repairs, however a complete rehabilitation was necessary to maintain a smooth walkable surface. The west trail was graded, rocked, and compacted last month by Core Infrastructure Services. Currently we are scheduled to rehab the east trail next year.



3. BELLEVUE AC MAIN RESTORATION – Over the last several weeks, the City of Bellevue’s contractor has been preparing NE 10th Street, Evergreen Point Road, and NE 14th Street for new asphalt. This project is the restoration portion of the AC Watermain Replacement which was completed earlier this year. Most of the paving will be done by mid-September with follow up landscaping and striping by the end of the month.



4. **MAINTENANCE** – August is a busy month for Public Works with Seafair and Medina Days. Over the past several years, the number of Seafair visitors has doubled which requires more attention by city staff to manage. The Public Works crew has also been diligently working to trim the overgrown vegetation along some of the main roadways. Most of the trimming occurred due to roadway projects and lack of clearance for paving equipment.



5. PROJECT UPDATES -

Upland Road Overlay – King County’s Overlay Program is scheduled for late October

86th Ave NE Overlay – same as the Upland Road contractor

2023 Crack Seal – complete

Medina Elementary Sidewalks_81st Ave NE – complete

Medina Park Trail Rehabilitation_West – complete

2023 Upland Road Stormwater Improvements – scheduled to start Sept 12th, on consent

City Hall Carpet Replacement – deferred til 2024

Post Office Floor Replacement – complete

2023 Hazardous Tree Removal – TBD

Citywide Stormwater System Mapping & Evaluation – G&O has completed most of the mapping. Ongoing CCTV and assessment for future improvements

NE 12th Street Pedestrian Improvements – postponed until Spring 2024

2023 City Hall Balcony Repairs – re-bid in September

77TH Ave NE Sidewalk & Curb Ramp Imp. – reevaluating scope of work

2017 Medina Beach Park Tree Replanting – Phase III tree planting.

2015 Medina Park Stormwater Pond Imp. – Dredging is tentatively planned for summer of 2024

July 2023 Check Register

Vendor	Invoice Number	Expense Notes	Invoice Amount	Check Number	Check Date	Account Number	Description
Arnold, Caroline	July 2023 Arnold Expense Reimbursement	Lifeguard Training - Recertification	\$154.00	EFT Payment 7/19/2023 1:57:39 PM - 1	7/19/2023	001-000-000-571-00-40-00	Travel & Training - Lifeguards
			\$154.00				
Cunliffe, Benjamin	July 2023 Cunliffe Expense Reimbursement	Lifeguard Training - Blended Learning	\$302.78	EFT Payment 7/19/2023 1:57:39 PM - 2	7/19/2023	001-000-000-571-00-40-00	Travel & Training - Lifeguards
			\$302.78				
Frey, Gisele	July 2023 Gisele Frey Expense Reimbursement	Lifeguard Training - Blended Learning	\$302.78	EFT Payment 7/19/2023 1:57:39 PM - 3	7/19/2023	001-000-000-571-00-40-00	Travel & Training - Lifeguards
			\$302.78				
Frey, Helena	July 2023 Helena Frey Expense Reimbursement	Lifeguard Training - Recertification	\$154.00	EFT Payment 7/19/2023 1:57:39 PM - 4	7/19/2023	001-000-000-571-00-40-00	Travel & Training - Lifeguards
			\$154.00				
Hoffner, Audrey	July 2023 Hoffner Expense Reimbursement	Lifeguard Training - Recertification	\$154.00	EFT Payment 7/19/2023 1:57:39 PM - 5	7/19/2023	001-000-000-571-00-40-00	Travel & Training - Lifeguards
			\$154.00				
Lipon, Riley	July 2023 Lipon Expense Reimbursement	Lifeguard Training - Blending Learning	\$302.78	EFT Payment 7/19/2023 1:57:39 PM - 6	7/19/2023	001-000-000-571-00-40-00	Travel & Training - Lifeguards
			\$302.78				
8X8, Inc.	3915558	PD Fax Line	\$1.17	64820	7/17/2023	001-000-000-518-80-41-50	Technical Services, Software Services
8X8, Inc.	3919674	CH Phones	\$914.08	64820	7/17/2023	001-000-000-518-80-41-50	Technical Services, Software Services
			\$915.25				
911 Supply Inc	INV-2-30480	PD Supplies/Uniform	\$976.04	64821	7/17/2023	001-000-000-521-20-22-00	Uniforms
911 Supply Inc	INV-2-30512	PD Uniform - Kelly	\$560.71	64821	7/17/2023	001-000-000-521-20-22-00	Uniforms
911 Supply Inc	INV-2-30513	PD Supplies - Anderson	\$122.22	64821	7/17/2023	001-000-000-521-20-31-40	Police Operating Supplies
			\$1,658.97				
ADP, Inc.	July 2023 ADP Processing Charges	July 2023 ADP Processing Charges	\$2,290.76	EFT Payment 7/17/2023 2:48:23 PM - 1	7/17/2023	001-000-000-514-20-41-01	Professional Services
ADP, Inc.	July 2023 Processing Charges	July 2023 Processing Charges	\$2,290.76	EFT Payment 8/2/2023 3:41:15 PM - 1	7/31/2023	001-000-000-514-20-41-01	Professional Services
			\$4,581.52				
AM Test Inc	134523	Water Testing Analysis	\$60.00	64876	8/1/2023	001-000-000-571-00-32-00	Miscellaneous - Lifeguards
AM Test Inc	134657	Water Testing Analysis	\$60.00	64876	8/1/2023	001-000-000-571-00-32-00	Miscellaneous - Lifeguards
AM Test Inc	134518	Water Testing Analysis	\$60.00	64876	8/1/2023	001-000-000-571-00-32-00	Miscellaneous - Lifeguards
			\$180.00				
AT&T MOBILITY	287290584494X06132023	PW Cell Phones	\$276.72	64822	7/17/2023	001-000-000-576-80-42-00	Telephone/postage
			\$276.72				
Bellevue City Treasurer - Water	Service from 4/5 to 5/6/2023 (501 Evergreen Point Rd)	CH Utilities - Water	\$862.36	64823	7/17/2023	001-000-000-518-10-47-00	Utility Serv-Elec,Water,Waste
Bellevue City Treasurer - Water	Service from 4/10 to 6/9/2023 (1000 80th Ave NE)	Medina Pk Irrigation	\$2,748.34	64823	7/17/2023	001-000-000-576-80-47-00	Utilities
Bellevue City Treasurer - Water	Service from 3/29 to 5/31/2023 (1078 Lake Washington Blvd NE)	Irrigation LW Blvd	\$72.99	64823	7/17/2023	001-000-000-576-80-47-00	Utilities
Bellevue City Treasurer - Water	Service from 4/5 to 6/6/2023 (506 Evergreen Point Rd)	Medina Beach Park Irrigation	\$620.80	64823	7/17/2023	001-000-000-576-80-47-00	Utilities
Bellevue City Treasurer - Water	Service from 4/3 to 5/29/2023 (7801 NE 32nd St)	Fair Weather Park Irrigation	\$129.15	64823	7/17/2023	001-000-000-576-80-47-00	Utilities
Bellevue City Treasurer - Water	Service from 4/26/2023 to 6/28/2023 (100 84th Ave NE)	View Point Dock Irrigation	\$155.98	64877	8/1/2023	001-000-000-576-80-47-00	Utilities
Bellevue City Treasurer - Water	Service from 4/13/2023 to 6/22/2023 (8401 Overlake Drive W)	View Point Park Irrigation	\$625.35	64877	8/1/2023	001-000-000-576-80-47-00	Utilities
Bellevue City Treasurer - Water	Service from 4/6 to 5/30/2023 (Cntr R W of 84th NE)	84th/24th St Irrigation	\$1,550.68	64823	7/17/2023	101-000-000-542-70-40-00	Street Irrigation Utilities
			\$6,765.65				
Bellevue, City of	46177	Bellevue Care 2nd Quarter	\$2,413.00	64878	8/1/2023	001-000-000-521-20-41-41	Bellevue CARE program
			\$2,413.00				
Blueline Group LLC, The	26246	Housing Action Plan	\$625.00	64824	7/17/2023	401-000-000-558-60-41-01	Planning Consultant
Blueline Group LLC, The	26351	Support for Planning Manager	\$1,140.00	64824	7/17/2023	401-000-000-558-60-41-01	Planning Consultant
			\$1,765.00				
BRC Acoustics & Audiovisual Design	27151	Sound Test Consultant	\$547.67	64825	7/17/2023	401-000-000-558-60-41-08	Sound Testing Consultant
			\$547.67				
Buenavista Services, Inc	10729	May 2023 Janitorial Services at Post Office	\$2,037.75	64858	7/18/2023	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
Buenavista Services, Inc	10811	June 2023 Carpet Cleaning	\$1,000.00	64858	7/18/2023	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
Buenavista Services, Inc	10728	May 2023 Janitorial Services at Parks Restrooms	\$1,158.62	64858	7/18/2023	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
Buenavista Services, Inc	10809	June 2023 Janitorial Services at Parks Restrooms	\$1,158.62	64858	7/18/2023	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
Buenavista Services, Inc	10810	June 2023 Janitorial Services at Post Office	\$2,037.75	64858	7/18/2023	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
			\$7,392.74				
Car Wash Enterprises	June 2023	PD Car Wash	\$18.00	64879	8/1/2023	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash
			\$18.00				
Cascade Engineering Services, Inc.	ML-23071022703	PD Vehicle Equipment/Repair	\$85.00	64880	8/1/2023	001-000-000-521-20-48-10	Repairs & Maint-Automobiles
			\$85.00				
Centurylink	Charges from Jul 7 to Aug 7, 2023	CH CC Terminal	\$171.54	64881	8/1/2023	001-000-000-518-10-42-00	Postage/Telephone
Centurylink	Charges from Jun 08 to Jul 08	PW Shop Alarm/Fire Line	\$270.80	64826	7/17/2023	001-000-000-576-80-42-00	Telephone/postage
Centurylink	Charges from Jul 8 to Aug 8, 2023	Public Works Phone Line	\$132.54	64881	8/1/2023	001-000-000-576-80-42-00	Telephone/postage
			\$574.88				
Combined Cutting Contractors, Inc dba P n D Logging & Tree Service	2221	Remove Remainder of Fir Tree at 227 Upland Road	\$5,449.95	64865	7/19/2023	103-000-000-558-60-41-50	Professional Services/Landscape Consultant
			\$5,449.95				
Comcast	Services from Jun 25, 2023 to Jul 24, 2023	Internet Services PW Shop	\$292.72	64827	7/17/2023	001-000-000-576-80-42-00	Telephone/postage
Comcast	Services from Jul 25 to Aug 24, 2023 (1000 80th Ave NE)	Internet Service	\$136.36	64882	8/1/2023	001-000-000-576-80-42-00	Telephone/postage
			\$429.08				
Crystal And Sierra Springs-Admin	11037150 071523	CH Drinking Water	\$282.32	64883	8/1/2023	001-000-000-518-10-31-00	Office And Operating Supplies
			\$282.32				

Crystal And Sierra Springs-PW	5291929 061723	Drinking Water Medina Shop	\$184.18	64859	7/18/2023	001-000-000-576-80-31-00	Operating Supplies
Crystal And Sierra Springs-PW	5291929 071523	Shop Drinking Water	\$22.65	64884	8/1/2023	001-000-000-576-80-31-00	Operating Supplies
			\$206.83				
CWA Consultants	23-188 through 23-201	Building Permit Code Review Services	\$19,250.00	64828	7/17/2023	401-000-000-558-60-41-00	Professional Services
			\$19,250.00				
Dowbuilt	July 2023 Dowbuilt Advance Deposit Return for DEP00081	Advance Deposit Return for DEP00081	\$1,730.55	64867	7/24/2023	401-000-000-582-10-00-02	Refund of DS Adv Deposits
			\$1,730.55				
Eastside Public Safety Communications	11203	July 2023 Radio Access Fees	\$530.25	64885	8/1/2023	001-000-000-521-20-41-20	Dispatch-EPSCA
			\$530.25				
FCI - Custom Police Vehicles	17953	Vehicle / Police Supplies	\$942.86	64886	8/1/2023	001-000-000-521-20-31-40	Police Operating Supplies
FCI - Custom Police Vehicles	15131	Lease MPD Car #26	\$829.58	64886	8/1/2023	001-000-000-594-21-70-00	Police Vehicle Lease, Principal Cost
FCI - Custom Police Vehicles	15129*	Interest PD Vehicle	\$314.01	64886	8/1/2023	001-000-000-594-21-70-00	Police Vehicle Lease, Principal Cost
FCI - Custom Police Vehicles	15130*	Lease MPD Car #30 and 31	\$1,874.13	64886	8/1/2023	001-000-000-594-21-70-00	Police Vehicle Lease, Principal Cost
FCI - Custom Police Vehicles	15128	Lease MPD Car #28	\$870.63	64886	8/1/2023	001-000-000-594-21-70-00	Police Vehicle Lease, Principal Cost
FCI - Custom Police Vehicles	15127	Lease MPD Car #27	\$743.14	64886	8/1/2023	001-000-000-594-21-70-00	Police Vehicle Lease, Principal Cost
FCI - Custom Police Vehicles	15131	Interest PD Vehicle	\$164.14	64886	8/1/2023	001-000-000-594-21-80-00	Police Vehicle Lease, Interest Cost
FCI - Custom Police Vehicles	15128	Interest PD Vehicle	\$210.45	64886	8/1/2023	001-000-000-594-21-80-00	Police Vehicle Lease, Interest Cost
FCI - Custom Police Vehicles	15130*	Interest PD Vehicle	\$830.67	64886	8/1/2023	001-000-000-594-21-80-00	Police Vehicle Lease, Interest Cost
FCI - Custom Police Vehicles	15127	Interest PD Vehicle	\$195.98	64886	8/1/2023	001-000-000-594-21-80-00	Police Vehicle Lease, Interest Cost
FCI - Custom Police Vehicles	15129*	Lease MPD Car #29	\$1,054.95	64886	8/1/2023	001-000-000-594-21-80-00	Police Vehicle Lease, Interest Cost
			\$8,030.54				
Glenn, Tyler	July 2023 Glenn Expense Reimbursement	July 2023 Glenn Expense Reimbursement	\$845.02	EFT Payment 7/5/2023 1:15:01 PM - 1	7/31/2023	001-000-000-521-20-43-00	Travel & Training
			\$845.02				
GOGov, Inc.dba GOGovApps	23-267	Medina Connect Annual Renewal	\$5,136.00	64829	7/17/2023	001-000-000-518-80-41-50	Technical Services, Software Services
			\$5,136.00				
Gray & Osborne, Inc.	Project No: 23439.00/Invoice No: 4	Crack Sealing Project	\$1,589.53	64860	7/18/2023	307-000-000-595-30-63-01	Street Improvements, Overlays
Gray & Osborne, Inc.	Project No: 21441.00/Invoice No: 26	NE 12th Street Pedestrian Improvements	\$4,519.64	64860	7/18/2023	307-000-000-595-30-63-01	Street Improvements, Overlays
Gray & Osborne, Inc.	Project No: 21441.00/Invoice No: 27	NE 12th Street Pedestrian Improvements	\$828.26	64860	7/18/2023	307-000-000-595-30-63-01	Street Improvements, Overlays
Gray & Osborne, Inc.	Project No: 23480.00/Invoice No: 3	Upland Road Drainage Improvements	\$7,189.96	64860	7/18/2023	307-000-000-595-30-63-02	Storm Sewer Improvements
Gray & Osborne, Inc.	Project No: 23480.00/Invoice No: 2	Upland Road Drainage Improvements	\$3,123.11	64860	7/18/2023	307-000-000-595-30-63-02	Storm Sewer Improvements
Gray & Osborne, Inc.	Project No: 19412.03/Invoice No: 20	Grading and Drainage Services	\$295.26	64887	8/1/2023	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 21427.24/Invoice No: 8	Grading and Drainage Services	\$155.85	64887	8/1/2023	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 22427.20/Invoice No: 3	Grading and Drainage Services	\$230.30	64887	8/1/2023	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 23427.00/Invoice No: 7	Grading and Drainage Services	\$1,357.12	64887	8/1/2023	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 22427.26/Invoice No: 3	Grading and Drainage Services	\$311.70	64887	8/1/2023	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 22427.31/Invoice No: 2	Grading and Drainage Services	\$655.01	64887	8/1/2023	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 23427.06/Invoice No: 2	Grading and Drainage Services	\$303.90	64887	8/1/2023	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 19412.67/Invoice No: 12	Grading and Drainage Services	\$74.03	64887	8/1/2023	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 23427.09/Invoice No: 3	Grading and Drainage Services	\$551.08	64887	8/1/2023	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 20425.23/Invoice No: 13	Grading and Drainage Services	\$243.95	64887	8/1/2023	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 22427.05/Invoice No: 11	Grading and Drainage Services	\$467.55	64887	8/1/2023	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 22427.17/Invoice No: 7	Grading and Drainage Services	\$410.41	64887	8/1/2023	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 21427.22/Invoice No: 8	Grading and Drainage Services	\$230.30	64887	8/1/2023	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 21427.13/Invoice No: 5	Grading and Drainage Services	\$154.55	64887	8/1/2023	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 23427.03/Invoice No: 1	Grading and Drainage Services	\$403.03	64887	8/1/2023	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 23427.05/Invoice No: 3	Grading and Drainage Services	\$154.55	64887	8/1/2023	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 23427.08/Invoice No: 1	Grading and Drainage Services	\$575.75	64887	8/1/2023	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 23427.11/Invoice No: 3	Grading and Drainage Services	\$155.85	64887	8/1/2023	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 22427.19/Invoice No: 3	Grading and Drainage Services	\$74.03	64887	8/1/2023	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 21427.06/Invoice No: 11	Grading and Drainage Services	\$230.30	64887	8/1/2023	401-000-000-558-60-41-07	Engineering Consultant
Gray & Osborne, Inc.	Project No: 22427.24/Invoice No: 3	Grading and Drainage Services	\$154.55	64887	8/1/2023	401-000-000-558-60-41-07	Engineering Consultant
			\$24,439.57				
GTRR Corp	July 2023 GTRR Advance Deposit Return for DEP00080	Advance Deposit Return for DEP00080	\$101.90	64868	7/24/2023	401-000-000-582-10-00-02	Refund of DS Adv Deposits
			\$101.90				
Home Depot Credit Services	July 2023 Irrigation Supplies	Irrigation Supplies	\$61.39	EFT Payment 7/5/2023 1:13:34 PM - 1	7/31/2023	001-000-000-576-80-31-00	Operating Supplies
Home Depot Credit Services	July 2023 Boards and Irrigation Pipe	Boards and Irrigation Pipe	\$110.18	EFT Payment 7/5/2023 1:13:34 PM - 1	7/31/2023	001-000-000-576-80-31-00	Operating Supplies
			\$171.57				
Horizon	3M485108	Herbicide/Mole Bait	\$529.42	64888	8/1/2023	001-000-000-576-80-31-00	Operating Supplies
			\$529.42				
Horticultural Elements, Inc.	7815*	July 2023 Maintenance Installment	\$4,943.49	64861	7/18/2023	101-000-000-542-30-41-00	Professional Services
Horticultural Elements, Inc.	7701*	June 2023 Maintenance Installment	\$4,943.49	64861	7/18/2023	101-000-000-542-30-41-00	Professional Services
Horticultural Elements, Inc.	7757	Irrigation Repairs	\$1,541.40	64861	7/18/2023	101-000-000-542-30-41-00	Professional Services
			\$11,428.38				
Hossner, Tim	July 2023 Hossner Advance Deposit Return for DEP00078	Advance Deposit Return for DEP00078	\$4,316.89	64869	7/24/2023	401-000-000-582-10-00-02	Refund of DS Adv Deposits
			\$4,316.89				
Integrity Networks, Inc.	14110-1	Office Supplies	\$77.07	64889	8/1/2023	001-000-000-521-20-31-01	IT HW,SW Off Equip <\$5K
			\$77.07				
Issaquah Honda Kubota	69608l	Chainsaw Chains & Oil Mix	\$471.04	64890	8/1/2023	101-000-000-542-30-31-00	Operating & Maintenance Supplies
			\$471.04				
JR Mailing Services, Inc.	23911	Summer Newsletter Mailing	\$840.53	64891	8/1/2023	001-000-000-518-10-49-30	Postcard, Public information
			\$840.53				

Kaiser Permanente	73402778	Background Checks for Kelly	\$437.00	64892	8/1/2023	001-000-000-521-20-41-50	Recruitment-Background
			\$437.00				
KC Dept of Transportation	126889-126889	KC Bridge Inspection Services	\$406.26	64830	7/17/2023	101-000-000-542-30-41-00	Professional Services
			\$406.26				
KC Office of Finance	11013785	KCINET	\$375.00	64831	7/17/2023	001-000-000-518-80-41-50	Technical Services, Software Services
			\$375.00				
Kirkland Municipal Court	JULY23MED	June 2023 Filing Fees	\$429.77	64893	8/1/2023	001-000-000-512-50-40-10	Municipal Court-Traffic/NonTrf
Kirkland Municipal Court	JUNE23MED	May 2023 Filing Fees	\$905.10	64893	8/1/2023	001-000-000-512-50-40-10	Municipal Court-Traffic/NonTrf
			\$1,334.87				
Konica Minolta Business Solutions	287942006	Copier Use	\$10.58	64894	8/1/2023	001-000-000-576-80-41-04	Professional Services-Misc
			\$10.58				
Konica Minolta Premier Finance	80440225	PW Printer	\$96.36		7/31/2023	001-000-000-518-10-31-00	Office And Operating Supplies
Konica Minolta Premier Finance	80317895	PD Copier	\$237.93		7/31/2023	001-000-000-521-20-45-00	Equipment-Lease & Rentals
			\$334.29				
Message Watcher, LLC	52903	Web/Email/SM Archiving	\$240.20	64832	7/17/2023	001-000-000-518-80-41-50	Technical Services, Software Services
Message Watcher, LLC	53298	Email/Web/SM Archiving	\$243.10	64895	8/1/2023	001-000-000-518-80-41-50	Technical Services, Software Services
			\$483.30				
Moberly & Roberts, PLLC	1110	June 2023 Prosecution Services	\$4,000.00	64833	7/17/2023	001-000-000-512-50-40-10	Municipal Court-Traffic/NonTrf
			\$4,000.00				
Navia Benefit Solutions	10724358	July 2023 Navia Fees	\$100.00	64896	8/1/2023	001-000-000-514-20-49-10	Miscellaneous
			\$100.00				
Ogden Murphy Wallace	879170	City Attorney Services	\$4,325.00	64897	8/1/2023	001-000-000-515-41-40-00	City Attorney
Ogden Murphy Wallace	879169	City Attorney Services	\$4,655.50	64897	8/1/2023	001-000-000-515-41-40-00	City Attorney
Ogden Murphy Wallace	879171	City Attorney Services	\$3,626.00	64897	8/1/2023	001-000-000-515-41-40-00	City Attorney
Ogden Murphy Wallace	879168	City Attorney Services	\$5,365.00	64897	8/1/2023	001-000-000-515-41-40-00	City Attorney
Ogden Murphy Wallace	879172	City Attorney Services	\$74.00	64897	8/1/2023	001-000-000-515-41-40-00	City Attorney
			\$18,045.50				
Original Watermen, Inc.	S82991	Uniform - Lifeguards	\$262.45	64898	8/1/2023	001-000-000-571-00-30-00	Uniforms - Lifeguards
			\$262.45				
Pacific Topsoils, Inc.	July 2023 Potting Soil	July 2023 Potting Soil	\$126.67	64834	7/17/2023	001-000-000-576-80-31-00	Operating Supplies
			\$126.67				
Pitney Bowes Global Financial Services LLC	3317698869	Postage Meter Lease	\$443.07	64835	7/17/2023	001-000-000-518-10-31-00	Office And Operating Supplies
			\$443.07				
Pro-shred	64970	CH Shredding Services	\$55.66	64836	7/17/2023	001-000-000-518-10-41-00	Professional Services
Pro-shred	64626	CH Shredding Services	\$55.66	64836	7/17/2023	001-000-000-518-10-41-00	Professional Services
Pro-shred	65359	CH Shredding Services	\$55.66	64899	8/1/2023	001-000-000-518-10-41-00	Professional Services
Pro-shred	61408	CH Shredding Services	\$55.66	64899	8/1/2023	001-000-000-518-10-41-00	Professional Services
			\$222.64				
Pro-Vac LLC	Project 133691906	CB Cleaning	\$5,882.97	64862	7/18/2023	101-000-000-542-40-41-00	Storm Drain Maintenance
			\$5,882.97				
Public Safety Testing, Inc.	2023-708	Q2 2023 Dues	\$151.00	64837	7/17/2023	001-000-000-521-20-41-50	Recruitment-Background
			\$151.00				
Puget Sound Energy	For service 5/20-6/20/2023 (501 Evergreen Point Rd)	CH Utilities	\$1,553.02	64838	7/17/2023	001-000-000-518-10-47-00	Utility Serv-Elec,Water,Waste
Puget Sound Energy	For Service 6/20-7/20/2013 (501 Evergreen Point Rd)	CH Utilities	\$1,495.06	64900	8/1/2023	001-000-000-518-10-47-00	Utility Serv-Elec,Water,Waste
Puget Sound Energy	For service (8670 NE 10th St)	NE 10th St Camera	\$31.08	64838	7/17/2023	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
Puget Sound Energy	For service (8300 NE 24th St)	NE 24th St Camera	\$12.36	64838	7/17/2023	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
Puget Sound Energy	For service (1050 82nd Ave NE)	82nd Ave NE Camera	\$32.96	64838	7/17/2023	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
Puget Sound Energy	740 Overlake Dr E CAB - Final Request	ODE Camera	\$22.83	64900	8/1/2023	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
Puget Sound Energy	For service 5/23-6/21/2023 (84th Ave NE)	View Point Park Power	\$14.78	64838	7/17/2023	001-000-000-576-80-47-00	Utilities
Puget Sound Energy	For service 5/20-6/20/2023 (1000 80th Ave NE)	Medina Pk Irrigation	\$294.49	64838	7/17/2023	001-000-000-576-80-47-00	Utilities
Puget Sound Energy	For service 6/2-6/30/2023 (TIB Led Conversion)	Street Lights	\$3,636.60	64838	7/17/2023	101-000-000-542-63-41-00	Street Light Utilities
Puget Sound Energy	For service 5/3-6/1/2023 (515 Evergreen Point Rd)	Street Lights 515 EPR	\$31.81	64838	7/17/2023	101-000-000-542-63-41-00	Street Light Utilities
Puget Sound Energy	For service 6/2-6/30/2023 (80th Ave NE)	Street Lights 80th and 10th	\$25.88	64838	7/17/2023	101-000-000-542-63-41-00	Street Light Utilities
Puget Sound Energy	For service 5/3-6/1/2023 (88th Ave NE)	Street Light Power	\$32.72	64838	7/17/2023	101-000-000-542-63-41-00	Street Light Utilities
Puget Sound Energy	For service 6/2-6/30/2023 (515 Evergreen Point Rd)	Street Lights 515 EGP	\$95.56	64838	7/17/2023	101-000-000-542-63-41-00	Street Light Utilities
Puget Sound Energy	For service 6/2-6/30/2023 (77th Ave NE)	Street Lights 77th	\$236.32	64838	7/17/2023	101-000-000-542-63-41-00	Street Light Utilities
Puget Sound Energy	For Service 6/2-6/30/2013 (88th Ave NE & LK WA BLVD)	Gateway Lighting	\$26.66	64900	8/1/2023	101-000-000-542-63-41-00	Street Light Utilities
			\$7,542.13				
Republic Services, Inc. dba Rabanco, Ltd.	0172-009297276	Dumpster	\$15.96	64839	7/17/2023	001-000-000-576-80-41-04	Professional Services-Misc
Republic Services, Inc. dba Rabanco, Ltd.	0172-009321154	PW Debris Disposal	\$1,054.21	64901	8/1/2023	001-000-000-576-80-41-04	Professional Services-Misc
			\$1,070.17				
Sanitary & Maintenance Supply	2306026	Janitorial Supplies	\$691.05	64863	7/18/2023	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
Sanitary & Maintenance Supply	2306077	City Hall Janitorial Supplies	\$1,515.97	64902	8/1/2023	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
Sanitary & Maintenance Supply	2306026*	City Hall Janitorial Supplies	\$691.05	64902	8/1/2023	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
			\$2,898.07				
SHI International Corp	B16967741	Azure Storage Overages	\$644.02	64840	7/17/2023	001-000-000-518-80-41-50	Technical Services, Software Services
SHI International Corp	B17151553	Azure Storage Overage	\$652.45	64903	8/1/2023	001-000-000-518-80-41-50	Technical Services, Software Services
			\$1,296.47				
Sound Law Center	2917	Hearing Examiner Services	\$2,027.50	64904	8/1/2023	401-000-000-558-60-41-02	Hearing Examiner
Sound Law Center	2894	Hearing Examiner Services	\$3,002.50	64904	8/1/2023	401-000-000-558-60-41-02	Hearing Examiner
Sound Law Center	2918	Hearing Examiner Services	\$2,047.50	64904	8/1/2023	401-000-000-558-60-41-02	Hearing Examiner

Sound View Strategies, LLC	2960	SR520 Consultant	\$3,000.00	64841	7/17/2023	001-000-000-513-10-41-00	Professional Services
			\$3,000.00				
Spot-On Print & Design	58778	Summer Newsletter	\$675.90	64905	8/1/2023	001-000-000-518-10-49-30	Postcard, Public information
Spot-On Print & Design	58696	Business Cards-Kelly Gregory	\$60.73	64905	8/1/2023	001-000-000-521-20-31-00	Office Supplies
Spot-On Print & Design	58676	Business Cards for Inspector	\$52.41	64842	7/17/2023	401-000-000-558-60-31-00	Operating Supplies
			\$789.04				
St Thomas Episcopal Church	July 2023 St Thomas Church Advance Deposit Return for DEP00079	Advance Deposit Return for DEP00079	\$12,121.00	64870	7/24/2023	401-000-000-582-10-00-02	Refund of DS Adv Deposits
			\$12,121.00				
St. Thomas School	July 2023 St Thomas School Advance Deposit Return for DEP00077	Advance Deposit Return for DEP00077	\$1,469.76	64871	7/24/2023	401-000-000-582-10-00-02	Refund of DS Adv Deposits
			\$1,469.76				
Staples Business Advantage	3541906614	PD Office Supplies	\$45.99	64843	7/17/2023	001-000-000-521-20-31-00	Office Supplies
Staples Business Advantage	3541906617	PD Office Supplies	\$41.61	64843	7/17/2023	001-000-000-521-20-31-00	Office Supplies
Staples Business Advantage	3541906615		\$227.89	64843	7/17/2023	001-000-000-521-20-31-00	Office Supplies
Staples Business Advantage	3542734960	PD Office Supplies	\$60.22	64906	8/1/2023	001-000-000-521-20-31-00	Office Supplies
			\$375.71				
Statewide Security	216368	Quarterly Fire Alarm Monitoring	\$749.78	64844	7/17/2023	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
Statewide Security	215911	Main CH Door Adj Solutions	\$418.38	64857	7/17/2023	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
			\$1,168.16				
TIG Technology Integration Group	63355	IT Services	\$11,871.28	64845	7/17/2023	001-000-000-518-80-41-50	Technical Services, Software Services
TIG Technology Integration Group	5522108	Duo Subscription	\$46.24	64907	8/1/2023	001-000-000-518-80-41-50	Technical Services, Software Services
TIG Technology Integration Group	63355	IT Services	\$2,187.55	64845	7/17/2023	001-000-000-518-80-41-50	Technical Services, Software Services
			\$14,105.07				
Tiki Car Wash	2253	April 2023 PD Car Wash	\$120.09	64846	7/17/2023	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash
Tiki Car Wash	2254	May 2023 PD Car Wash	\$157.04	64846	7/17/2023	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash
Tiki Car Wash	2257	June 2023 PD Car Washes	\$166.27	64908	8/1/2023	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash
			\$443.40				
Tree Frog LLC	1717	Arborist - Non Development	\$807.50	64847	7/17/2023	401-000-000-558-60-41-50	Landscape Consultant
			\$807.50				
Tree Solutions, Inc.	36130 through 36108	Arborist Development Services	\$7,911.25	64848	7/17/2023	401-000-000-558-60-41-50	Landscape Consultant
Tree Solutions, Inc.	36286 through 36273	Arborist - Development Project	\$3,520.00	64909	8/1/2023	401-000-000-558-60-41-50	Landscape Consultant
			\$11,431.25				
US Bank	July 2023 JE #2107 Bank Fees	July 2023 Bank Fees	\$204.45	20100967-July 2023 Bank Fees	7/31/2023	001-000-000-514-20-49-10	Miscellaneous
US Bank	July 2023 JE #2107 Bank Fees	July 2023 Bank Fees	\$3,579.42	20100967-July 2023 Bank Fees	7/31/2023	401-000-000-558-60-49-10	Miscellaneous
US Bank	July 2023 Kelleman CC Statement	Parliamentary Law Training - CC	\$425.00	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-518-10-43-00	Travel & Training
US Bank	July 2023 Nations CC Statement	Clerks Training - Meal for D Nations	\$30.25	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-518-10-43-00	Travel & Training
US Bank	July 2023 Kelleman CC Statement	Jurassic Parliament Training - New Commissioner Pao	\$40.74	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-518-10-43-00	Travel & Training
US Bank	July 2023 Nations CC Statement	Clerks Training - Meal for D Nations	\$32.69	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-518-10-43-00	Travel & Training
US Bank	July 2023 Kelleman CC Statement	Public Storage	\$947.00	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-518-30-45-00	Facility Rental
US Bank	July 2023 Kelleman CC Statement	Public Storage	\$947.00	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-518-30-45-00	Facility Rental
US Bank	July 2023 Osada CC Statement	Post Office A/C Unit	\$494.35	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
US Bank	July 2023 Kelleman CC Statement	SSL Certificate and Server License for VPN	\$495.00	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-518-80-41-50	Technical Services, Software Services
US Bank	July 2023 Kelleman CC Statement	Zoom Storage	\$44.04	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-518-80-41-50	Technical Services, Software Services
US Bank	July 2023 Kelleman CC Statement	Web Services for Internet Logs	\$0.31	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-518-80-41-50	Technical Services, Software Services
US Bank	July 2023 Kelleman CC Statement	Web Services for Internet Logs	\$0.30	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-518-80-41-50	Technical Services, Software Services
US Bank	July 2023 Gidlof CC Statement	Electronic Keypad	\$145.37	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-521-20-31-00	Office Supplies
US Bank	July 2023 Gidlof CC Statement	Gloves	\$96.37	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-521-20-31-00	Office Supplies
US Bank	July 2023 Gidlof CC Statement	Water Filter	\$32.69	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-521-20-31-00	Office Supplies
US Bank	July 2023 Gidlof CC Statement	First Aid	\$121.60	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-521-20-31-00	Office Supplies
US Bank	July 2023 Gidlof CC Statement	Evidence Supplies	\$65.62	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-521-20-31-40	Police Operating Supplies
US Bank	July 2023 Gidlof CC Statement	Cordless Shades	\$604.77	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-521-20-31-40	Police Operating Supplies
US Bank	July 2023 Gidlof CC Statement	Evidence Supplies	\$353.66	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-521-20-31-40	Police Operating Supplies
US Bank	July 2023 Gidlof CC Statement	Cellular Shades	\$303.12	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-521-20-31-40	Police Operating Supplies
US Bank	July 2023 Anderson CC Statement	Project Foam	\$94.89	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-521-20-31-40	Police Operating Supplies
US Bank	July 2023 Gidlof CC Statement	Training - Lifeguards	\$35.81	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-521-20-43-00	Travel & Training
US Bank	July 2023 Gidlof CC Statement	Training - Lifeguards	\$74.42	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-521-20-43-00	Travel & Training
US Bank	July 2023 Gidlof CC Statement	Promotional Items/Education	\$435.95	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-521-20-49-60	Crime Prevention/Public Educ
US Bank	July 2023 Gidlof CC Statement	Promotional Items/Education	\$1,759.66	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-521-20-49-60	Crime Prevention/Public Educ
US Bank	July 2023 Gidlof CC Statement	Promotional Items/Educational	(\$170.00)	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-521-20-49-60	Crime Prevention/Public Educ
US Bank	July 2023 Gidlof CC Statement	First Aid Lifeguards	\$135.63	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-571-00-31-00	Operating Supplies - Lifeguards
US Bank	July 2023 Gidlof CC Statement	Coyote Decoy	\$32.31	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-571-00-31-00	Operating Supplies - Lifeguards
US Bank	July 2023 Gidlof CC Statement	Lifeguard Supplies	\$67.66	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-571-00-31-00	Operating Supplies - Lifeguards
US Bank	July 2023 Crickmore CC Statement	Park Table Nuts & Bolts	\$444.56	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-576-80-31-00	Operating Supplies
US Bank	July 2023 Crickmore CC Statement	Goose Repelant	\$664.44	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-576-80-31-00	Operating Supplies
US Bank	July 2023 Crickmore CC Statement	Park Table Nuts & Bolts	\$314.31	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-576-80-31-00	Operating Supplies
US Bank	July 2023 Crickmore CC Statement	Phone Case	\$34.12	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-576-80-31-00	Operating Supplies
US Bank	July 2023 Crickmore CC Statement	Diesel Fuel	\$300.00	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-576-80-32-00	Vehicle Fuel & Lube
US Bank	July 2023 Crickmore CC Statement	Diesel Fuel	\$175.00	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-576-80-32-00	Vehicle Fuel & Lube
US Bank	July 2023 Crickmore CC Statement	Marine Battery	\$149.72	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-576-80-48-00	Repair & Maint Equipment
US Bank	July 2023 Crickmore CC Statement	Repair Flat Tire	\$22.02	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	001-000-000-576-80-48-00	Repair & Maint Equipment
US Bank	July 2023 Crickmore CC Statement	Steak Pocket D Rinds, Bolt & Nut Identifier Guage	\$102.70	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	101-000-000-542-30-35-00	Small Tools/minor Equipment

US Bank	July 2023 Osada CC Statement	BCV Contract Postage	\$10.05	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	307-000-000-595-30-63-01	Street Improvements, Overlays
US Bank	July 2023 Wilcox CC Statement	Regular and Certified Mail for Code Enforcement	\$8.13	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	401-000-000-558-60-49-10	Miscellaneous
US Bank	July 2023 Wilcox CC Statement	Regular and Certified Mail for Code Enforcement	\$24.39	EFT Payment 8/2/2023 3:25:21 PM - 1	7/31/2023	401-000-000-558-60-49-10	Miscellaneous
			\$13,679.52				
US Bank Voyager Fleet Sys.	July 2023 Voyager Fleet	PD Fuel	\$2,843.95	EFT Payment 8/2/2023 3:19:08 PM - 1	7/31/2023	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash
			\$2,843.95				
Utilities Underground Location Ctr	3060182	Locate Services - June 2023	\$65.79	64864	7/18/2023	101-000-000-542-30-47-00	Utility Services
Utilities Underground Location Ctr	3050182	Locate Services - May 2023	\$68.37	64864	7/18/2023	101-000-000-542-30-47-00	Utility Services
			\$134.16				
WA ST Dept of Ecology	RS-000000640	Stormwater Action Monitoring/NPDES	\$1,499.00	64910	8/1/2023	101-000-000-542-30-41-03	NPDES Grant
			\$1,499.00				
WA ST Dept of Licensing	July 2023 CPL Receipts	July 2023 CPL Receipts	\$36.00	20100967-July 2023 CPL Receipts	7/31/2023	631-000-000-589-30-01-00	Dept Of Lic-Gun Permit
			\$36.00				
WA ST Dept of Revenue	Q2 2023 JE #2110 Leasehold Tax Return	Q2 2023 Leasehold Tax Return	\$3,569.59	EFT Payment 8/4/2023 1:46:10 PM - 1	7/31/2023	001-000-000-317-20-00-00	Leasehold Excise Tax
			\$3,569.59				
WA ST Dept of Transportation	FB91017012231	PW Fuel	\$822.06	64849	7/17/2023	001-000-000-576-80-32-00	Vehicle Fuel & Lube
WA ST Dept of Transportation	FB91017012231	Building Inspections Vehicle	\$86.07	64849	7/17/2023	401-000-000-558-60-32-00	Vehicle Expenses - Gas, Oil, Maint.
			\$908.13				
WA ST Patrol	I23007638	Background Checks/CPL Backgrounds	\$47.50	64850	7/17/2023	631-000-000-589-30-02-00	WA ST Patrol-Gun-Fbi
			\$47.50				
WA ST Treasurer's Office	Q2 2023 State Shared Revenue	Q2 2023 State Shared Revenue	\$287.46	64872	7/31/2023	631-000-000-586-00-01-00	WA St-Auto Theft Protection
WA ST Treasurer's Office	Q2 2023 State Shared Revenue	Q2 2023 State Shared Revenue	\$143.24	64872	7/31/2023	631-000-000-586-00-02-00	WA ST Traumatic Brain Injury
WA ST Treasurer's Office	Q2 2023 State Shared Revenue	Q2 2023 State Shared Revenue	\$143.60	64872	7/31/2023	631-000-000-586-83-08-00	WA St - Emer Med and Trauma
WA ST Treasurer's Office	Q2 2023 State Shared Revenue	Q2 2023 State Shared Revenue	\$4.20	64872	7/31/2023	631-000-000-586-90-02-00	WA State Gen Fund 54
WA ST Treasurer's Office	Q2 2023 State Shared Revenue	Q2 2023 State Shared Revenue	\$1,337.49	64872	7/31/2023	631-000-000-586-91-00-00	WA St-State Gen Fund 40
WA ST Treasurer's Office	Q2 2023 State Shared Revenue	Q2 2023 State Shared Revenue	\$825.99	64872	7/31/2023	631-000-000-586-92-00-00	WA St-State Gen Fund 50
WA ST Treasurer's Office	Q2 2023 State Shared Revenue	Q2 2023 State Shared Revenue	\$659.62	64872	7/31/2023	631-000-000-586-97-05-00	WA St-JIS
WA ST Treasurer's Office	Q2 2023 State Shared Revenue	Q2 2023 State Shared Revenue	\$198.33	64872	7/31/2023	631-000-000-586-99-07-00	WA ST Sch Zone Safety
WA ST Treasurer's Office	Q2 2023 State Shared Revenue	Q2 2023 State Shared Revenue	\$279.50	64872	7/31/2023	631-000-000-589-30-03-00	WA St-Bldg Code Fee
			\$3,879.43				
Watershed Company, The	2023-1026	Shoreline Master Program User Guide	\$2,653.75	64851	7/17/2023	401-000-000-558-60-41-55	Shoreline Consultant
			\$2,653.75				
Western Display Fireworks	23-7360 (2nd Installment)	Medina Days Fireworks	\$12,500.00	64911	8/1/2023	001-000-000-511-60-49-10	Medina Days
Western Display Fireworks	23-7360 (1st Installment)	Medina Days Fireworks	\$12,500.00	64911	8/1/2023	001-000-000-511-60-49-10	Medina Days
			\$25,000.00				
Wide Format Company, The	141735	Public Records Copy	\$56.98	64912	8/1/2023	001-000-000-518-10-49-40	Photocopies
			\$56.98				
			\$265,330.49	AP Total			
Payroll	July 2023 Payroll	Payroll	\$20,185.76	Total	7/31/2023	001-000-000-513-10-11-00	Salaries, Wages & Benefits
Payroll	July 2023 Payroll	Payroll	\$22,749.20	Total	7/31/2023	001-000-000-514-20-11-00	Salaries, Wages & Benefits
Payroll	July 2023 Payroll	Payroll	\$36,218.19	Total	7/31/2023	001-000-000-518-10-11-00	Salaries, Wages & Benefits
Payroll	July 2023 Payroll	Payroll	\$165,782.69	Total	7/31/2023	001-000-000-521-20-11-00	Salaries, Wages & Benefits
Payroll	July 2023 Payroll	Payroll	\$19,634.95	Total	7/31/2023	001-000-000-571-00-10-00	Salaries, Wages & Benefits
Payroll	July 2023 Payroll	Payroll	\$42,863.64	Total	7/31/2023	001-000-000-576-80-11-00	Salaries, Wages & Benefits
Payroll	July 2023 Payroll	Payroll	\$34,396.83	Total	7/31/2023	101-000-000-542-30-11-00	Salaries, Wages & Benefits
Payroll	July 2023 Payroll	Payroll	\$47,905.32	Total	7/31/2023	401-000-000-558-60-11-00	Salaries, Wages & Benefits
			\$389,736.58	Payroll Total			
			\$655,067.07	Grand Total			

August 2023 Check Register

Vendor	Invoice Number	Expense Notes	Invoice Amount	Check Number	Check Date	Account Number	Account Description
8X8, Inc.	3969768	CH Phones	\$914.99	64913	8/9/2023	001-000-000-518-80-41-50	Technical Services, Software Services
			\$914.99				
911 Supply Inc	INV-2-31300	BP Vest/Halverson	\$1,862.90	64938	8/22/2023	001-000-000-521-20-22-00	Uniforms
911 Supply Inc	INV-2-31234	PD Uniform/Martin	\$215.24	64938	8/22/2023	001-000-000-521-20-22-00	Uniforms
911 Supply Inc	INV-2-31235	PD Uniforms (Pants)/Martin	\$180.56	64938	8/22/2023	001-000-000-521-20-22-00	Uniforms
911 Supply Inc	INV-2-31237	PD Uniform/Gregory	\$592.32	64938	8/22/2023	001-000-000-521-20-22-00	Uniforms
			\$2,851.02				
ADP, Inc.	August 2023 ADP Processing Charges	August 2023 ADP Processing Charges	\$2,363.77	EFT Payment 9/7/2023 11:33:07 AM -	8/31/2023	001-000-000-514-20-41-01	Professional Services
			\$2,363.77				
Alexander Gow Fire Equipment Co.	12468804	CH Annual Inspection	\$655.10	64914	8/9/2023	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
Alexander Gow Fire Equipment Co.	12468571	Inspection of Fire Alarm at CH and PW	\$5,440.04	64914	8/9/2023	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
			\$6,095.14				
AM Test Inc	134855	Water Testing Medina Beach	\$60.00	64915	8/9/2023	001-000-000-571-00-32-00	Miscellaneous - Lifeguards
			\$60.00				
AT&T Mobility	287287975246X07272023	PD Patrol Cars	\$968.44	64916	8/9/2023	001-000-000-521-20-42-00	Communications (phone,Pager)
			\$968.44				
Autonation Shared Service Center	553678	Maintenance Car #25	\$199.44	64917	8/9/2023	001-000-000-521-20-48-10	Repairs & Maint-Automobiles
			\$199.44				
BRC Acoustics & Audiovisual Design	27184	Sound Test Consultant	\$872.22	64939	8/22/2023	401-000-000-558-60-41-08	Sound Testing Consultant
			\$872.22				
Centurylink	Charges from Aug 07 to Sep 07, 2023	CH CC Terminal	\$171.65	64940	8/22/2023	001-000-000-518-10-42-00	Postage/Telephone
Centurylink	Charges from Jul 17 to Aug 17	PD Phone/Fax	\$160.45	64918	8/9/2023	001-000-000-521-20-42-00	Communications (phone,Pager)
			\$332.10				
CivicPlus, LLC	268408	Municode Web Update	\$3,238.21	64941	8/22/2023	001-000-000-518-10-41-00	Professional Services
			\$3,238.21				
Comcast	Services from Jun 19 to Jul 18, 2023 (8300 NE 12th St)	NE 12th St Camera	\$16.37	64919	8/9/2023	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
Comcast	Services from Jun 19 to Jul 18, 2023 (8300 NE 24th St)	NE 24th St Camera	\$16.37	64919	8/9/2023	001-000-000-521-20-48-20	Repairs & Maint- HW/SW Maint Cameras
			\$32.74				
Crickmore, Pat	August 2023 Crickmore Reimbursement	PW BBQ	\$353.06	EFT Payment 9/7/2023 11:44:26 AM -	8/31/2023	001-000-000-511-60-49-10	Medina Days
Crickmore, Pat	August 2023 Crickmore Reimbursement	PW BBQ	\$390.73	EFT Payment 9/7/2023 11:44:26 AM -	8/31/2023	001-000-000-511-60-49-10	Medina Days
Crickmore, Pat	August 2023 Crickmore Reimbursement	Battery for Speed Trailer	\$396.32	EFT Payment 9/7/2023 11:44:26 AM -	8/31/2023	001-000-000-521-20-31-40	Police Operating Supplies
Crickmore, Pat	August 2023 Crickmore Reimbursement	Battery for Kubota Tractor	\$132.11	EFT Payment 9/7/2023 11:44:26 AM -	8/31/2023	101-000-000-542-30-48-00	Equipment Maintenance
			\$1,272.22				
Crystal And Sierra Springs-Admin	11037150 081223	CH Drinking Water	\$120.80	64942	8/22/2023	001-000-000-518-10-31-00	Office And Operating Supplies
			\$120.80				
Deere & Company	117497649	PW UTV Purchase	\$24,000.00	64943	8/22/2023	001-000-000-594-76-64-00	Parks Capital Outlay
Deere & Company	117497649	PW UTV Purchase	\$4,897.89	64943	8/22/2023	101-000-000-594-42-64-00	Street Capital Equipment
			\$28,897.89				
Dooley Enterprises, Inc.	65970	PD Ammo	\$4,308.00	64920	8/9/2023	001-000-000-521-20-31-60	Ammo/Range (Targets, etc)
			\$4,308.00				
Eastside Public Safety Communications	11232	August 2023 Radio Access Fees	\$530.25	64944	8/22/2023	001-000-000-521-20-41-20	Dispatch-EPSCA
			\$530.25				
Eisner, Douglas	August 2023 Douglas Eisner Refund	August 2023 Douglas Eisner Refund	\$30,828.90	64936	8/9/2023	401-000-000-322-10-00-00	Building Permits
			\$30,828.90				
Flock Safety	INV-19655	Flock Camera - Pole Replacement	\$550.50	64921	8/9/2023	001-000-000-594-21-64-10	Police HW/SW Equipment >\$5K Capital Outlay
			\$550.50				
Glenn, Tyler	August 2023 Glenn Reimbursement	August 2023 Glenn Reimbursement	\$845.00	EFT Payment 8/9/2023 11:51:20 AM -	8/9/2023	001-000-000-521-20-23-00	Tuition
Glenn, Tyler	August 2023 Glenn Reimbursement MKTG360	WSU Summer Session 2023	\$845.02	EFT Payment 9/7/2023 11:44:26 AM -	8/31/2023	001-000-000-521-20-23-00	Tuition
			\$1,690.02				
Gray & Osborne, Inc.	Project No: 21441.00/Invoice No: 25	NE 12th St Pedestrian Improvements	\$2,217.46	64922	8/9/2023	307-000-000-595-30-63-01	Street Improvements, Overlays
Gray & Osborne, Inc.	Project No: 23449.00/Invoice No: 4	Medina Elementary School Sidewalk	\$13,000.90	64922	8/9/2023	307-000-000-595-30-63-01	Street Improvements, Overlays
Gray & Osborne, Inc.	Project No: 23439.00/Invoice No: 5	CH Deck Repair	\$2,655.03	64922	8/9/2023	307-000-000-595-30-63-01	Street Improvements, Overlays
Gray & Osborne, Inc.	Project No: 21441.00/Invoice No: 28	NE 12th Street Pedestrian Improvements	\$3,262.41	64922	8/9/2023	307-000-000-595-30-63-01	Street Improvements, Overlays
Gray & Osborne, Inc.	Project No: 23480.00/Invoice No: 4	Upland Road Drainage Improvements	\$12,008.00	64922	8/9/2023	307-000-000-595-30-63-01	Street Improvements, Overlays
Gray & Osborne, Inc.	Project No: 23480.00/Invoice No: 1	Upland Road Drainage Improvements	\$9,616.06	64922	8/9/2023	307-000-000-595-30-63-01	Street Improvements, Overlays
Gray & Osborne, Inc.	Project No: 23449.00/Invoice No: 3	Medina Elementary School Sidewalk	\$4,689.58	64922	8/9/2023	307-000-000-595-30-63-01	Street Improvements, Overlays
			\$47,449.44				
Guimont, Daniel	Guimont Right of Way Permit PW-ROW-23-043	Permit PW-ROW-23-043	\$10,000.00	64953	8/24/2023	401-000-000-582-10-00-01	Refund of PGB/CMP Deposits (DS)
			\$10,000.00				
Hermanson Company, LLP	INV-5313	Condensate Pump Replacement	\$1,398.27	64923	8/9/2023	307-000-000-594-18-60-00	Building Improvements
			\$1,398.27				

Home Depot Credit Services	August 2023 Concrete for Sign Posts	July 2023 Concrete for Sign Posts	\$100.98	EFT Payment 9/5/2023 2:24:53 PM - 1	8/31/2023	001-000-000-576-80-31-00	Operating Supplies
Home Depot Credit Services	August 2023 Shop Tools Splitting Axe	July 2023 Shop Tools Splitting Axe	\$77.05	EFT Payment 9/5/2023 2:24:53 PM - 1	8/31/2023	001-000-000-576-80-31-00	Operating Supplies
Home Depot Credit Services	August 2023 LW Blvd Island Plantings (2)	July 2023 Concrete for Sign Posts	\$316.56	EFT Payment 9/5/2023 2:24:53 PM - 1	8/31/2023	001-000-000-576-80-31-00	Operating Supplies
Home Depot Credit Services	August 2023 LW Blvd Island Plantings	July 2023 LW Blvd Island Plantings	\$263.71	EFT Payment 9/5/2023 2:24:53 PM - 1	8/31/2023	001-000-000-576-80-31-00	Operating Supplies
			\$758.30				
JR Mailing Services, Inc.	23855	Spring Newsletter	\$838.33	64945	8/22/2023	001-000-000-518-10-49-30	Postcard, Public information
			\$838.33				
Konica Minolta Premier Finance	80745121	PW Printer	\$96.36	EFT Payment 9/5/2023 2:25:29 PM - 1	8/31/2023	001-000-000-518-10-31-00	Office And Operating Supplies
Konica Minolta Premier Finance	80619301	PD Copier	\$290.03	EFT Payment 9/5/2023 2:25:29 PM - 1	8/31/2023	001-000-000-521-20-45-00	Equipment-Lease & Rentals
			\$386.39				
L.N. Curtis & Sons	INV731173	Uniform - Chief Sass	\$781.71	64946	8/22/2023	001-000-000-521-20-22-00	Uniforms
L.N. Curtis & Sons	INV729872	PD Uniforms	\$650.97	64946	8/22/2023	001-000-000-521-20-22-00	Uniforms
			\$1,432.68				
MG Consulting Services LLC	2023-02	Laserfiche/RM Consulting	\$2,400.00	64947	8/22/2023	001-000-000-518-10-41-00	Professional Services
			\$2,400.00				
Moberly & Roberts, PLLC	1116	July 2023 Prosecution Services	\$4,000.00	64924	8/9/2023	001-000-000-512-50-40-10	Municipal Court-Traffic/NonTrf
			\$4,000.00				
Northwestern University Center For Public Safety	23637*	Training - Anderson	\$4,200.00	64948	8/22/2023	001-000-000-521-20-43-00	Travel & Training
			\$4,200.00				
Ogden Murphy Wallace	880777	City Attorney	\$185.00	64949	8/22/2023	001-000-000-515-41-40-00	City Attorney
Ogden Murphy Wallace	880782	City Attorney	\$2,664.00	64949	8/22/2023	001-000-000-515-41-40-00	City Attorney
Ogden Murphy Wallace	880779	City Attorney	\$11,318.50	64949	8/22/2023	001-000-000-515-41-40-00	City Attorney
Ogden Murphy Wallace	880778	City Attorney	\$1,767.50	64949	8/22/2023	001-000-000-515-41-40-00	City Attorney
Ogden Murphy Wallace	880780	City Attorney	\$4,028.50	64949	8/22/2023	001-000-000-515-41-40-00	City Attorney
Ogden Murphy Wallace	880781	City Attorney	\$309.50	64949	8/22/2023	001-000-000-515-41-40-00	City Attorney
			\$20,273.00				
Pro-Vac LLC	187322	CB Cleaning	\$2,822.19	64925	8/9/2023	101-000-000-542-40-41-00	Storm Drain Maintenance
			\$2,822.19				
PST Investigations	PST123-212	Background Check - Gregory	\$390.00	64926	8/9/2023	001-000-000-521-20-41-50	Recruitment-Background
			\$390.00				
Republic Services, Inc. dba Rabanco, Ltd.	0172-009345037	Dumpster	\$495.48	64927	8/9/2023	001-000-000-576-80-41-04	Professional Services-Misc
			\$495.48				
Seattle Times, The	42352	Legal Notice	\$115.13	64928	8/9/2023	001-000-000-518-10-44-00	Advertising
			\$115.13				
Sound View Strategies, LLC	2981	SR520 Consultant	\$3,000.00	64929	8/9/2023	001-000-000-513-10-41-00	Professional Services
			\$3,000.00				
Staples Business Advantage	3541906612	Office Supplies	\$133.61	64950	8/22/2023	001-000-000-518-10-31-00	Office And Operating Supplies
Staples Business Advantage	8071118677	PD Office Supplies	\$138.03	64930	8/9/2023	001-000-000-521-20-31-00	Office Supplies
			\$271.64				
TIG Technology Integration Group	63639	IT Services	\$11,885.23	64931	8/9/2023	001-000-000-518-80-41-50	Technical Services, Software Services
TIG Technology Integration Group	5523486	New Computer - Captain Gidlof	\$2,971.60	64931	8/9/2023	001-000-000-594-14-64-00	City Hall IT HW/SW >\$5K Capital Outlay
TIG Technology Integration Group	63639	IT Services	\$2,190.12	64931	8/9/2023	401-000-000-518-80-41-50	Technical Services, Software Services
			\$17,046.95				
Tiki Car Wash	2262	PD Car Washes July 2023	\$147.80	64951	8/22/2023	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash
			\$147.80				
Tree Frog LLC	1719	Arborist-Non Development	\$1,190.00	64932	8/9/2023	401-000-000-558-60-41-50	Landscape Consultant
			\$1,190.00				
US Bank	August 2023 JE #2117 US Bank Fees	August 2023 US Bank Fees	\$1,119.49	20100967-August 2023 Bank Fees	8/31/2023	001-000-000-514-20-49-10	Miscellaneous
US Bank	August 2023 JE #2117 US Bank Fees	August 2023 US Bank Fees	\$1,131.84	20100967-August 2023 Bank Fees	8/31/2023	401-000-000-558-60-49-10	Miscellaneous
US Bank	August 2023 Crickmore CC Statement	Public Works BBQ	\$41.74	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-511-60-49-00	Miscellaneous
US Bank	August 2023 Crickmore CC Statement	Public Works BBQ	\$111.27	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-511-60-49-00	Miscellaneous
US Bank	August 2023 Crickmore CC Statement	Public Works BBQ	\$146.97	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-511-60-49-00	Miscellaneous
US Bank	August 2023 Kellerman CC Statement	Water CC Meetings	\$46.18	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-511-60-49-00	Miscellaneous
US Bank	August 2023 Crickmore CC Statement	Public Works BBQ	\$38.57	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-511-60-49-00	Miscellaneous
US Bank	August 2023 Nations CC Statement	Office Supplies - Name Plates Chambers Dias	\$101.84	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-518-10-31-00	Office And Operating Supplies
US Bank	August 2023 Nations CC Statement	Office Supplies - Sealing Solution Postage Machine	\$27.57	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-518-10-31-00	Office And Operating Supplies
US Bank	August 2023 Nations CC Statement	Office Supplies - Check Scanner Supplies	\$21.27	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-518-10-31-00	Office And Operating Supplies
US Bank	August 2023 Nations CC Statement	Office Supplies - Check Scanner Supplies	\$36.45	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-518-10-31-00	Office And Operating Supplies
US Bank	August 2023 Nations CC Statement	Office Supplies - New Check Scanner - C. Fischer	\$906.10	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-518-10-31-00	Office And Operating Supplies

US Bank	August 2023 Kellerman CC Statement	IMC Annual Membership - CC	\$185.00	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-518-10-49-20	Dues, Subscriptions
US Bank	August 2023 Kellerman CC Statement	Zoom Storage	\$44.04	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-518-80-41-50	Technical Services, Software Services
US Bank	August 2023 Anderson CC Statement	PD Uniform - Jacket	\$503.88	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-521-20-22-00	Uniforms
US Bank	August 2023 Sass CC Statement	PD Uniform - Chief Sass	\$231.21	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-521-20-22-00	Uniforms
US Bank	August 2023 Anderson CC Statement	PD Uniform - Pants	\$158.54	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-521-20-22-00	Uniforms
US Bank	August 2023 Gidlof CC Statement	Wireless Keyboard/Mouse	\$38.41	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-521-20-31-00	Office Supplies
US Bank	August 2023 Anderson CC Statement	File Folders	\$32.89	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-521-20-31-00	Office Supplies
US Bank	August 2023 Gidlof CC Statement	Lens Wipes	\$36.32	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-521-20-31-00	Office Supplies
US Bank	August 2023 Gidlof CC Statement	Cellphone Case	\$30.36	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-521-20-31-00	Office Supplies
US Bank	August 2023 Gidlof CC Statement	Screwdriver Set	\$25.29	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-521-20-31-00	Office Supplies
US Bank	August 2023 Gidlof CC Statement	Room Freshners	\$13.11	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-521-20-31-00	Office Supplies
US Bank	August 2023 Gidlof CC Statement	Award Plaques/Locker Plate	\$463.53	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-521-20-31-00	Office Supplies
US Bank	August 2023 Gidlof CC Statement	Office Chair	\$726.63	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-521-20-31-00	Office Supplies
US Bank	August 2023 Gidlof CC Statement	Office Supplies	(\$30.36)	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-521-20-31-00	Office Supplies
US Bank	August 2023 Gidlof CC Statement	Megaphone	\$160.67	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-521-20-31-40	Police Operating Supplies
US Bank	August 2023 Gidlof CC Statement	Stainless Steel Bench	\$228.13	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-521-20-31-40	Police Operating Supplies
US Bank	August 2023 Gidlof CC Statement	Magnetic Mic	\$43.98	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-521-20-31-40	Police Operating Supplies
US Bank	August 2023 Gidlof CC Statement	Magnetic Mic	\$87.96	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-521-20-31-40	Police Operating Supplies
US Bank	August 2023 Gidlof CC Statement	Fuses	\$15.48	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-521-20-31-40	Police Operating Supplies
US Bank	August 2023 Gidlof CC Statement	Body Bag w/ Base Unit	\$404.06	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-521-20-31-40	Police Operating Supplies
US Bank	August 2023 Anderson CC Statement	Earpiece Set	\$33.02	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-521-20-31-40	Police Operating Supplies
US Bank	August 2023 Sass CC Statement	Vehicle Tabs - Chief Sass BUY9241	\$412.26	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash
US Bank	August 2023 Gidlof CC Statement	Training - Gidlof	\$495.00	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-521-20-43-00	Travel & Training
US Bank	August 2023 Gidlof CC Statement	Megaphone - Lifeguards	\$33.21	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-571-00-31-00	Operating Supplies - Lifeguards
US Bank	August 2023 Gidlof CC Statement	Lifeguard Supplies	(\$56.64)	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-571-00-31-00	Operating Supplies - Lifeguards
US Bank	August 2023 Anderson CC Statement	Return on Lifeguard Uniform	\$6.45	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-571-00-32-00	Miscellaneous - Lifeguards
US Bank	August 2023 Anderson CC Statement	Water - Lifeguards	\$7.70	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-571-00-32-00	Miscellaneous - Lifeguards
US Bank	August 2023 Crickmore CC Statement	Bandages - First Aid	\$26.13	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-576-80-31-00	Operating Supplies
US Bank	August 2023 Crickmore CC Statement	Tool Racks/Hand Pruners	\$341.08	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-576-80-31-00	Operating Supplies
US Bank	August 2023 Crickmore CC Statement	Bandages - First Aid	\$15.42	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-576-80-31-00	Operating Supplies
US Bank	August 2023 Crickmore CC Statement	Bandages - First Aid	\$36.00	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-576-80-31-00	Operating Supplies
US Bank	August 2023 Crickmore CC Statement	Silicone Tape/Irrigation Tools	\$65.61	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-576-80-31-00	Operating Supplies
US Bank	August 2023 Crickmore CC Statement	First Aid Ointment	\$51.06	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-576-80-31-00	Operating Supplies
US Bank	August 2023 Crickmore CC Statement	Shop Tools	\$144.30	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-576-80-31-00	Operating Supplies
US Bank	August 2023 Crickmore CC Statement	Spayer Nozzle/Utility Knife Blades	\$32.55	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-576-80-31-00	Operating Supplies
US Bank	August 2023 Crickmore CC Statement	Shop Tools	\$28.61	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	001-000-000-576-80-31-00	Operating Supplies
US Bank	August 2023 Crickmore CC Statement	Tree Gator - Tree Watering Bags	\$289.10	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	101-000-000-542-30-35-00	Small Tools/minor Equipment
US Bank	August 2023 Crickmore CC Statement	Nut Driver Sets	\$115.34	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	101-000-000-542-30-35-00	Small Tools/minor Equipment
US Bank	August 2023 Crickmore CC Statement	Zip Ties	\$53.48	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	101-000-000-542-30-35-00	Small Tools/minor Equipment
US Bank	August 2023 Crickmore CC Statement	Plants for Traffic Islands	\$412.13	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	101-000-000-542-30-41-10	Road & Street Maintenance
US Bank	August 2023 Crickmore CC Statement	Ford Ranger Front & Rear Brakes/Front Wheel Bearings	\$1,492.68	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	101-000-000-542-30-48-00	Equipment Maintenance
US Bank	August 2023 Wilcox CC Statement	Annual Membership Dues	\$160.00	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	401-000-000-558-60-49-00	Dues, Subscriptions, Memberships
US Bank	August 2023 Wilcox CC Statement	Regular and Certified Mail for Code Enforcement	\$16.26	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	401-000-000-558-60-49-10	Miscellaneous

US Bank	August 2023 Wilcox CC Statement	Regular and Certified Mail for Code Enforcement	\$17.12	EFT Payment 9/7/2023 12:07:47 PM - 1	8/31/2023	401-000-000-558-60-49-10	Miscellaneous
			\$11,356.29				
US Bank Voyager Fleet Sys.	August 2023 Voyager Fleet	PD Fuel	\$3,066.37	EFT Payment 9/5/2023 2:28:04 PM - 1	8/31/2023	001-000-000-521-20-32-00	Vehicle Expenses-Gas, Car Wash
			\$3,066.37				
Utilities Underground Location Ctr	3070183	Located Services June 2023	\$54.18	64933	8/9/2023	101-000-000-542-30-47-00	Utility Services
			\$54.18				
WA ST Dept of Licensing	August 2023 CPL Receipts	August 2023 CPL Receipts	\$54.00	20100967-August 2023 CPL Receipts	8/31/2023	631-000-000-589-30-01-00	Dept Of Lic-Gun Permit
WA ST Dept of Licensing	August 2023 CPL Receipts	August 2023 CPL Receipts	\$18.00	20100967-August 2023 CPL Receipts	8/31/2023	631-000-000-589-30-01-00	Dept Of Lic-Gun Permit
			\$72.00				
Washington Awards, Inc.	73643	Name Plate - Dias Frey	\$28.08	64934	8/9/2023	001-000-000-518-10-31-00	Office And Operating Supplies
			\$28.08				
Washington State Patrol	I23006712	Contractor/Solicitor Background Checks	\$33.00	64952	8/22/2023	001-000-000-521-20-41-50	Recruitment-Background
Washington State Patrol	I23007407	Lifeguards Background Checks	\$143.00	64952	8/22/2023	001-000-000-571-00-32-00	Miscellaneous - Lifeguards
			\$176.00				
Willard's Pest Control	413996	CH Pest Services	\$214.79	64935	8/9/2023	001-000-000-518-30-48-00	Repairs/maint-City Hall Bldg
			\$214.79				
			\$219,709.96	AP Total			
Payroll	August 2023 Payroll	Payroll	\$20,182.21	Total	8/31/2023	001-000-000-513-10-11-00	Salaries, Wages & Benefits
Payroll	August 2023 Payroll	Payroll	\$23,478.08	Total	8/31/2023	001-000-000-514-20-11-00	Salaries, Wages & Benefits
Payroll	August 2023 Payroll	Payroll	\$36,220.91	Total	8/31/2023	001-000-000-518-10-11-00	Salaries, Wages & Benefits
Payroll	August 2023 Payroll	Payroll	\$173,406.95	Total	8/31/2023	001-000-000-521-20-11-00	Salaries, Wages & Benefits
Payroll	August 2023 Payroll	Payroll	\$13,973.76	Total	8/31/2023	001-000-000-571-00-10-00	Salaries, Wages & Benefits
Payroll	August 2023 Payroll	Payroll	\$44,423.66	Total	8/31/2023	001-000-000-576-80-11-00	Salaries, Wages & Benefits
Payroll	August 2023 Payroll	Payroll	\$35,442.26	Total	8/31/2023	101-000-000-542-30-11-00	Salaries, Wages & Benefits
Payroll	August 2023 Payroll	Payroll	\$47,829.93	Total	8/31/2023	401-000-000-558-60-11-00	Salaries, Wages & Benefits
			\$394,957.76	Payroll Total			
			\$614,667.72	Grand Total			



MEDINA, WASHINGTON

PARK BOARD MEETING

Virtual/Online

Monday, May 15, 2023 – 5:00 PM

MINUTES

1. CALL TO ORDER / ROLL CALL

Board Chair Sarah Gray call the Parks and Recreation Board meeting to order in the Medina Council Chambers at 5:04 PM.

PRESENT

Board Member Collette McMullen
 Board Member Gretchen Stengel
 Board Member Rebecca Johnston
 Board Member Katie Surbeck
 Board Member India Fitting-Koh (online at 5:19pm)
 Emeritus Member Penny Martin

ABSENT

Vice Chair Barbara Moe
 Youth Advisor Will Reeves

STAFF

Osada, Burns, Crickmore, Nations, Sass

2. ANNOUNCEMENTS

Park Board Chair Sarah Gray announced she will be leaving the Park Board in June 2023. Vice Chair Barbara Moe will move into the Chair role and Board Member Katie Surbeck will move to Vice Chair at the July meeting when board members vote.

3. APPROVAL OF PARK BOARD MINUTES

3.1 Park Board Meeting Minutes of March 20, 2023

Recommendation: Adopt minutes.

Staff Contact: Dawn Nations, Deputy City Clerk

Action: Motion made by Board Member Johnston Second by Board Member McMullen and with no objections; Park Board approved the March 20, 2023, meeting Minutes.

4. **PUBLIC COMMENT**

Chair Sarah Gray opened the public comment period. There were no speakers. Subsequently, the public comment was closed.

5. **PARK BOARD BUSINESS**

5.1 Easter Egg Hunt Recap

Board Chair Sarah Gray reported the Easter Egg Hunt event was a huge success.

The Board discussed how to change the way the event is promoted for next year to possibly decrease the attendance. It was reported that traffic was an issue due to large number of attendees.

Board Member Rebecca Johnston will reach out to Greet West Bellevue regarding how to manage the publishing of future events in the magazine.

Board Member Collette McMullen will update the notes for tips on planning the Easter Egg hunt and have available for next year for review during the planning meeting.

5.2 Arbor Day Recap

Board Member Katie Surbeck reported the Arbor Day event was great. Public Works Director Ryan Osada gave a brief update on the event. Tree seedlings were handed out to the Medina Elementary Students. The board discussed adding a microphone or megaphone to use for the students to read the proclamation. Public Works Supervisor Pat Crickmore reported the tree that was planted is doing well.

6. **OTHER BUSINESS**

6.1 Capital Projects Update

- a) Fairweather Park Ivy Removal
- b) Requests for future project ideas

Recommendation: Discussion.

Staff Contact: Ryan Osada, Public Works Director

Ryan Osada gave a brief overview regarding ideas capital budget projects. He is budgeting for the ivy removal at Fairweather Park. He reported the goat removal is delayed until next year due to backlog of scheduling with the company.

The board members discussed other ideas for future projects. Ideas discussed were updating the tennis courts to add pickle ball stripping, park path improvements, and planting native plants to add to sustainability in areas where grass is an issue.

Chair Sarah Gray asked questions ROW trimming issues. The Board discussed and staff responded. Public Works Director Ryan Osada and Public Works Supervisor Pat Crickmore reported the urgent problem areas in the ROW are taken care of by the Public Works Department. Notices are sent out yearly to residents to advise them to maintain the ROW by their homes. The board asked questions regarding maintenance and possible fines. Staff responded and informed the board that these concerns are being

discussed with the Council.

City Manager Steve Burns reported the parking spots at Viewpoint Park will be removed and PW will update the signage to reflect “City use and emergency parking only”

Chair Sarah Gray presented the idea of having the Youth Advisor Position be assigned specific tasks/events to manage during their time on the board. The board discussed, asked questions and staff responded. Board Member Rebecca Johnston and Board Member Katie Surbeck gave update on the feedback they received from parents regarding the youth advisor position.

Chair Sarah Gray gave a brief update regarding the Park use reservations pilot program. The board discussed and staff directed the board to send there ideas and concerns to the City Clerk Aimee Kellerman. This topic was tabled for a future meeting discussion with the City Clerk.

7. PARK REPORTS

Park Board members reported back on conditions of their assigned parks. Board Member Collette McMullen proposed another weeding event at Fairweather Park.

The board members thanked PW for the great job on maintaining the gardens at Medina Beach Park.

Public Works Supervisor Pat Crickmore gave a brief update on the damage done by electric bicycles in the Parks. He showed photos to show the damage. He referenced the City Code of no motorized vehicles in the parks. Police Chief Jeff Sass discussed the definition of motorized vehicles per the code. An electric bike is not considered a motorized vehicle. The Board discussed and requested the code be updated to include electric bikes. Staff will take the request for the code update to the council for discussion.

Action: By consensus, the Park Board scheduled a weeding event at Fairweather Park for Monday, May 22, 2023, meeting at 9:00 AM.

8. ADJOURNMENT

By consensus the Park Board adjourned the regular meeting at 6:02pm.

Minutes taken by Dawn Nations, Deputy City Clerk



MEDINA, WASHINGTON

PLANNING COMMISSION SPECIAL MEETING

Hybrid-Virtual/In Person

Wednesday, May 24, 2023 – 6:00 PM

MINUTES

COMMISSION CHAIR | Laura Bustamante

COMMISSION VICE-CHAIR | Shawn Schubring

COMMISSIONERS | Li-Tan Hsu, David Langworthy, Mark Nelson, Laurel Preston, Mike Raskin

PLANNING MANAGER | Stephanie Keyser

1. CALL TO ORDER / ROLL CALL

Chair Bustamante called the meeting to order at 6:01pm

PRESENT

Chair Laura Bustamante

Vice Chair Shawn Schubring

Commissioner David Langworthy

Commissioner Mark Nelson

Commissioner Laurel Preston

Commissioner Mike Raskin

Commissioner Li-Tan Hsu

STAFF

Bennett, Burns, Keyser, Miner, Wilcox

2. APPROVAL OF MEETING AGENDA

By consensus, Planning Commission approved the meeting agenda as presented.

3. APPROVAL OF MINUTES

3.1 Planning Commission Minutes of May 2, 2023

Recommendation: Approve Minutes.

Staff Contact: Rebecca Bennett, Development Services Coordinator

ACTION: Motion to approve minutes with amendment. (Approved 7-0)

Motion made by Commissioner Nelson, Seconded by Vice Chair Schubring.
Voting Yea: Chair Bustamante, Vice Chair Schubring, Commissioner Hsu,
Commissioner Langworthy, Commissioner Nelson, Commissioner Preston,

Commissioner Raskin

4. ANNOUNCEMENTS

4.1 Staff/Commissioners

Keyser announced that it was Mike Raskin's last Planning Commission meeting.

5. AUDIENCE PARTICIPATION

There was no audience participation.

6. DISCUSSION

6.1 Housing Action Plan Report

Recommendation: Approve

Staff Contact(s): Stephanie Keyser, AICP, Planning Manager

Time Estimate: 60 minutes

Keyser gave small overview of Housing Action Plan. Commissioners discussed and asked questions.

ACTION: Motion to approve Housing Action Plan as amended. (Approved 6-1).

Motion made by Commissioner Nelson, Seconded by Vice Chair Schubring.
Voting Yea: Chair Bustamante, Vice Chair Schubring, Commissioner Hsu,
Commissioner Langworthy, Commissioner Nelson, Commissioner Preston
Voting Nay: Commissioner Raskin

7. ADJOURNMENT

Meeting adjourned at 6:43pm.

ACTION: Motion to adjourn. (Approved 7-0)

Motion made by Commissioner Nelson, Seconded by Commissioner Hsu.
Voting Yea: Chair Bustamante, Vice Chair Schubring, Commissioner Hsu,
Commissioner Langworthy, Commissioner Nelson, Commissioner Preston,
Commissioner Raskin

Minutes taken by Rebecca Bennett, Development Services Coordinator



MEDINA, WASHINGTON

PLANNING COMMISSION MEETING

Hybrid-Virtual/In Person

Tuesday, June 27, 2023 – 6:00 PM

MINUTES

COMMISSION CHAIR | Laura Bustamante

COMMISSION VICE-CHAIR | Shawn Schubring

COMMISSIONERS | Li-Tan Hsu, David Langworthy, Mark Nelson, Laurel Preston, Mike Raskin

PLANNING MANAGER | Stephanie Keyser

1. CALL TO ORDER / ROLL CALL

Vice Chair Schubring called the meeting to order at 6:02pm.

PRESENT

Chair Laura Bustamante

Vice Chair Shawn Schubring

Commission Li-Tan Hsu

Commissioner David Langworthy

Commissioner Mark Nelson

Commissioner Laurel Preston

ABSENT

Commissioner Mike Raskin

STAFF

Bennett, Keyser

2. APPROVAL OF MEETING AGENDA

By consensus, Planning Commission approved the meeting agenda as presented.

3. APPROVAL OF MINUTES

3.1 Planning Commission Special Meeting Minutes of May 24, 2023

Recommendation: Approve Minutes.

Staff Contact: Rebecca Bennett, Development Services Coordinator

ACTION: Motion to approve minutes with amendment. (Approved 6-0)

Motion made by Commissioner Nelson, Seconded by Commissioner Hsu.

Voting Yea: Chair Bustamante, Vice Chair Schubring, Commissioner Hsu,

Commissioner Langworthy, Commissioner Nelson, Commissioner Preston

4. ANNOUNCEMENTS

4.1 Staff/Commissioners

Keyser made two announcements. The first announcement is that for next months meeting, Planning Commission will have a new commissioner. The second announcement is that the Housing Action Plan was passed by council six to one.

5. AUDIENCE PARTICIPATION

There was no audience participation.

6. DISCUSSION

6.1 Housing Element

Recommendation: Discussion

Staff Contact(s): Stephanie Keyser, AICP, Planning Manager

Time Estimate: 90 minutes

Keyser gave brief overview. Commissioners discussed, asked questions and made adjustments to Medina's Housing Element.

7. ADJOURNMENT

Meeting adjourned at 7:43pm.

ACTION: Motion to adjourn. (Approved 6-0)

Motion made by Commissioner Nelson, Seconded by Commission Hsu.
Voting Yea: Chair Bustamante, Vice Chair Schubring, Commissioner Hsu,
Commissioner Langworthy, Commissioner Nelson, Commissioner Preston

Minutes taken by Rebecca Bennett, Development Services Coordinator



MEDINA, WASHINGTON

MEDINA CITY COUNCIL REGULAR MEETING

Hybrid - Virtual/In-Person
Monday, June 12, 2023 – 5:00 PM

MINUTES

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor Rossman called the regular meeting order in the Medina Council Chambers at 5:03 p.m.

PRESENT

Mayor Jessica Rossman
Deputy Mayor Randy Reeves
Councilmember Cynthia Adkins
Councilmember Jennifer Garone (online, out at 7:15 p.m.)
Councilmember Harini Gokul (in person, left at 6:55 p.m., then online at 7:22 p.m.)
Councilmember Mac Johnston (online, out at 6:28 p.m.)
Councilmember Bob Zook

ABSENT

None

STAFF

Burns, Missall, Sass, Wagner, Keyser, Gidlof, Osada, Wilcox, and Kellerman

2. APPROVAL OF MEETING AGENDA

ACTION: By consensus, Council approved the meeting agenda as presented.

3. PUBLIC COMMENT PERIOD

Mayor Rossman opened the public comment period. There were no speakers. Subsequently, public comments was closed.

4. PRESENTATIONS

4.1 Professional Excellence Award Presentation - Medina Police Department by Police Chief Jeffrey R. Sass.

Medina Police Chief Jeffrey Sass presented Captain Austin Gidlof with a Professional Excellence Award.

- 4.2 Recognize Boards and Commission Volunteers by Mayor Jessica Rossman and Stephen R. Burns, City Manager

Mayor Rossman recognized outgoing city volunteer Sarah Gray for all her years of service and leadership on the Medina Parks and Recreation Board.

- 4.3 Reports and announcements from Park Board, Planning Commission, Emergency Preparedness, and City Council.

Planning Commission Chair Laura Bustamante reported that at the last meeting, the Commission considered the Housing Action Plan which is on the Council agenda for approval under Public Hearing. If approved by Council, it will be the topic of discussion for the Planning Commissions next two meetings.

Emergency Preparedness Chair Rosalie Gann reported that the next Emergency Prep meeting is scheduled for Wednesday, July 12, 2023 at 4:00 p.m.

5. **CITY MANAGER'S REPORT**

Police, Development Services, Finance, Central Services, Public Works, City Attorney

Director of Finance and HR, Ryan Wagner reported that the city's annual audit was submitted and the city is waiting for the results which will be provided to Council at a future meeting.

Police Chief Jeffrey Sass gave an update on the city's new license plate reader software.

Director of Development Services Steve Wilcox gave an update on construction activities in Medina. He also noted that the building code update has been 120 days.

Director of Public Works, Ryan Osada gave an update on upcoming Public Works projects in the city.

City Manager Steve Burns gave a brief update on the gas-powered leaf blowers survey. The results will be presented to the Council at the July meeting.

6. **CONSENT AGENDA**

Consent agenda items are considered to be routine and will be considered for adoption by one motion. There will be no separate discussion of these items unless a Councilmember or City staff requests the Council to remove an item from the consent agenda.

City Clerk, Aimee Kellerman requested to remove the May 8, 2023 City Council meeting Minutes from the agenda for corrections. The Minutes will be brought back for adoption at the first July City Council meeting.

ACTION: Motion Reeves second Gokul to adopt the Consent Agenda as amended. Motion carried by a 7:0 vote.

- 6.1 May 2023 - Check Register
Recommendation: Approve.
Staff Contact: Ryan Wagner, Finance Director
- 6.2 Park Board Meeting Minutes of March 20, 2023
Recommendation: Receive and file.
Staff Contact: Dawn Nations, Deputy City Clerk
- 6.3 Planning Commission Meeting Minutes of:
a) March 28, 2023; and
b) May 2, 2023.
Recommendation: Receive and file.
Staff Contact: Stephanie Keyser, AICP, Planning Manager
- 6.4 Draft Meeting Minutes of:
a) City Council Meeting May 8, 2023; and
b) Joint City Council and Planning Commission Meeting May 22, 2023.
Recommendation: Adopt minutes.
Staff Contact: Aimee Kellerman, CMC, City Clerk
- 6.5 Confirmation of Appointment to the Medina Planning Commission
Recommendation: Confirm the following appointments:
Planning Commission
- Laura Bustamante, Position 2
 - Evonne Lai, Position 4
 - Brian Pao, Position 1 (effective August 1, 2023)
- Staff Contact:** Aimee Kellerman, City Clerk on behalf of the Personnel Committee
- 6.6 TIB Medina Elementary Sidewalk Phase 1
Recommendation: Approve.
Staff Contact: Ryan Osada, Public Works Director
- 6.7 Interlocal Cooperation Agreement Renewal 2024-2026
Recommendation: Approve.
Staff Contact: Stephen R. Burns, City Manager
- 6.8 Moratorium Resolution – Street Vacations
Recommendation: Adopt Resolution No. 434.
Staff Contact: Stephen R. Burns, City Manager
7. **LEGISLATIVE HEARING**
- None.
8. **PUBLIC HEARING**
- 8.1 Housing Action Plan
Recommendation: Adopt
Staff Contact(s): Stephanie Keyser, Planning Manager
Time Estimate: 15 minutes

Planning Manager Stephanie Keyser gave a presentation on the proposed Housing Action Plan (HAP). Council discussed, asked questions, and staff responded.

Mayor Rossman opened the public hearing period. The following individual addressed the Council:

- Miles Adam commented on the state legislators recently adopted legislation and commented on items that the state requires us to do in Medina.
- Mark Nelson commented on the Housing Action Plan (HAP) and noted that it is a document to receive the grant from the Department of Ecology (DOE).

Mayor Rossman closed the public hearing period.

ACTION: Motion Adkins second Zook to adopt the report as presented.

ACTION: Motion Adkins amends the motion to adopt Resolution No. 433 as presented. This was seconded by Zook.

Further discussion ensued.

ACTION: Motion Reeves to amend the motion to remove the sentence "The sample group who responded to this survey was older, whiter, and owned more homes than the median population". This was seconded by Adkins and carried by a 5:0 (Gokul and Johnston absent) vote.

ACTION: Council voted on the motion to approve Resolution No. 433 and adopt the Housing Action Plan as amended. Motion carried 4:1 (Garone dissented) (Gokul and Johnston absent) vote.

Council took a 10-minute recess at 5:15 p.m.

8.2 2024-2029 Six Year CIP, TIP, Non-TIP Plan

Recommendation: Discussion and direction.

Staff Contact: Ryan Osada, Public Works Director

Director of Public Works Ryan Osada gave a brief presentation on the proposed 2024-2029 Six-Year CIP/TIP/Non-TIP Plan. Council discussed, asked questions, and staff responded.

Mayor Rossman opened the public hearing period. There were no speakers. Subsequently, the public hearing period.

ACTION: Motion Adkins to approve the 2024-2029 Six-Year CIP/TIP/Non-TIP plan as presented. Motion carried 5:0 (Garone and Johnston absent) vote.

9. **CITY BUSINESS**

9.1 Comprehensive Plan Update

Recommendation: Discussion item only; no action needed.

Staff Contact: Stephanie Keyser, Planning Manager

Planning Manager Stephanie Keyser gave a brief update on the Medina Comprehensive Plan.

9.2 Overlake Golf and Country Club Street Vacation Petition

Recommendation: Update only; no action needed.

Staff Contact: Stephen R. Burns, City Manager

City Manager Steve Burns reported that Overlake Golf and Country Club rescinded their street vacation petition and the city considers the matter closed.

ACTION: Update only; no action taken.

9.3 E-Bike Restrictions in Medina Park

Recommendation: Discussion and direction.

Staff Contact: Jeff Sass, Police Chief

Medina Police Chief Jeffrey Sass gave a brief update to Council on e-bike restrictions in Medina's parks. Council discussed, asked questions, and staff responded.

ACTION: Council directed staff to look into different options for regulating e-bikes in parks, adding bike racks and include budget allocations. Another proposal for a safety plan will come to Council at a future meeting.

9.4 NE 12th Street Pedestrian Improvements

Recommendation: Discussion and direction.

Staff Contact: Ryan Osada, Public Works Director

Director of Public Works, Ryan Osada gave a brief update on the NE 12th Street Pedestrian Improvements project. He noted that the bids came back at over one million dollars to underground utilities in conjunction with sidewalk improvements, about 33 percent over than the engineer's estimate which was estimated at \$700,000.00. Council discussed, asked questions, and staff responded.

ACTION: Motion Zook to direct staff to go back to the contractor and come back with a proposal that does not include undergrounding and come back to Council. This was seconded by Reeves and carried by a 5:0 vote (Garone and Johnston absent).

10. **REQUESTS FOR FUTURE AGENDA ITEMS AND COUNCIL ROUND TABLE**

Council directed staff to add a discussion on short-term housing as a future agenda item.

11. **PUBLIC COMMENT**

Mayor Rossman opened the public comment period. There were no speakers. Subsequently, public comments was closed.

12. EXECUTIVE SESSION

Council moved into Executive Session for an estimated time of 20 minutes at 8:50 p.m.

RCW 42.30.110 (1)(i)

To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency; and

RCW 42.30.110 (1)(c)

To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public.

Council moved back into the regular meeting at 9:10 p.m.

ACTION: No action taken following the executive session.

13. ADJOURNMENT

By consensus, Council adjourned the regular meeting at 9:10 p.m.

Jessica Rossman, Mayor

Attest:

Aimee Kellerman, City Clerk



MEDINA, WASHINGTON

MEDINA CITY COUNCIL REGULAR MEETING

Hybrid - Virtual/In-Person
Monday, July 10, 2023 – 5:00 PM

MINUTES

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Council Members Adkins, Garone, Gokul, Johnston, Reeves, Rossman and Zook

Mayor Rossman called the regular meeting to order in the Medina Council Chambers at 5:01 p.m.

PRESENT

Mayor Jessica Rossman
Deputy Mayor Randy Reeves
Councilmember Cynthia Adkins
Councilmember Jennifer Garone
Councilmember Harini Gokul
Councilmember Bob Zook (online) (in person at 5:13 p.m.)

ABSENT

Councilmember Mac Johnston

STAFF

Burns, Springer (online), Sass, Wagner, Osada, Wilcox, Nations and Kellerman

2. APPROVAL OF MEETING AGENDA

Agenda Item 6.2b, June 12, 2023 Draft City Council Meeting Minutes was pulled for further clarification and Agenda Item 9.1 Comprehensive Plan Update was pulled due to the absence of the presenting staff.

ACTION: Motion Reeves second Gokul and carried by a 6:0 (Johnston absent), Council approved the meeting agenda as amended.

3. PUBLIC COMMENT PERIOD

Mayor Rossman opened the public comment period. The following individual addressed the Council:

- Kenneth Pyle regarding the vagueness of language in the agenda regarding the T-Mobile application and asked for clarification on what the potential amendments were for the small wireless facilities.

With no further comments, Mayor Rossman closed the public comment period.

4. **PRESENTATIONS**

4.1 Reports and announcements from Park Board, Planning Commission, Emergency Preparedness, and City Council.

Director of Public Works Ryan Osada reported that Park Board held a weeding event on Saturday, June 10th and the next Park Board meeting is scheduled for Monday, July 17 at 5:00 p.m.

Police Chief Sass reported that the next Emergency Preparedness meeting is scheduled for Wednesday, July 12, 2023 at 4:00 p.m. at city hall.

4.2 Recognition of Outgoing Planning Commissioner Laurel Preston by Mayor Jessica Rossman.

Mayor Rossman recognized outgoing Planning Commission volunteer Laurel Preston.

5. **CITY MANAGER'S REPORT**

Police Chief Sass gave an update on the proposed amendment for peddler and solicitation activities for adoption on Consent. He also discussed and proposed bike racks for bicycles at Medina Beach Park, Medina Park, and Fairweather Park. Council approved and directed staff to install one bike rack at Medina Beach Park.

Director of Finance and HR Ryan Wagner reported that the 2024 budget process ised starting in the next couple of weeks. He also reported that the city has fully implemented ADP for both payroll and Human Resources. Lastly, he updated Council on the city's financials.

Director of Development Services Steve Wilcox provided responses and clarification to public comment speaker Ken Pyle regarding the T-Mobile application and the small wireless code. Wilcox reported on other activities in Development Services. Council asked questions and staff responded.

Director of Public Works Ryan Osada gave an update on tennis courts and potentially adding pickle ball nets at Fairweather Park. He also gave an update on Public Works projects in the city. Council asked questions and staff responded.

ACTION: Motion Zook that phase 2 of the Medina Elementary sidewalk improvement project be completed and maintained as is with crushed rock and for city staff to not resubmit the grant application for the paving part on phases 2 and 3. This was seconded by Garone and carried by a 6:0 (Johnston absent) vote.

City Manager Steve Burns reported that Medina Days is coming up August 8 through August 13. More information about activities will be coming soon. Burns also reported that

T-Mobile requested to extend the Tolling Agreement to August 31, 2023, which was approved and signed by him prior to the Council meeting. Staff will provide updates on any changes with T-Mobile as they come. Lastly, he resported that WSDOT requested a meeting with staff to begin the discussion of the lid maintenance, scheduled virtually on August 30, 2023.

Council took a 10-minute recess at 7:00 p.m. and reconvened at 7:12 p.m.

6. CONSENT AGENDA

ACTION: Motion Zook second Reeves and carried by a 6:0 (Johnston absent) vote; Council approved the Consent Agenda, with the exception of Agenda Item 6.2b, June 12, 2023 City Council Meeting Minutes, which was pulled for additional review and will be added to the September 11 City Council meeting for adoption.

6.1 June 2023, Check Register

Recommendation: Approve.

Staff Contact: Ryan Wagner, Director of Finance and HR

6.2 Draft Meeting Minutes of:

- a) May 8, 2023 City Council Meeting; and
- b) June 12, 2023 City Council Meeting.

Recommendation: Adopt Minutes.

Staff Contact: Aimee Kellerman, CMC, City Clerk

6.3 Confirmation of Appointment to the Medina Parks and Recreation Board

Recommendation: Confirm the following appointments:
Parks and Recreation Board

- Viji Raman, Position 2
- India Fitting-Koh, Position 5
- Collette McMullen, Position 7

Staff Contact: Aimee Kellerman, City Clerk on behalf of the Personnel Committee

6.4 Ordinance Amending Chapter 5.10 of the Medina Municipal Code Regarding Peddler and Solicitation Activities

Recommendation: Approve

Staff Contacts: Jeff Sass, Chief of Police and Scott M. Missall, City Attorney

7. LEGISLATIVE HEARING

None.

8. PUBLIC HEARING

None.

9. CITY BUSINESS

9.1 Comprehensive Plan Update

Recommendation: Update only; no action needed.

Staff Contact: Stephanie Keyser, AICP, Planning Manager

No discussion due to the absence of staff. Agenda Item 9.1 was pulled from the agenda.

9.2 Draft Tree Code Fines

Recommendation: Discussion and direction.

Staff Contact: Steve Wilcox, Development Services Director

Director of Development Services Steve Wilcox presented on his proposal on the draft tree code fines. Council asked questions and staff responded.

ACTION: Council directed staff to move forward with a draft of an ordinance.

ACTION: Motion Gokul to include special treatment for legacy and landmark trees in the draft ordinance. This was seconded by Reeves and carried by a 6:0 (Johnston absent) vote.

9.3 Gas-powered Leaf Blower Update

Recommendation: Discussion, direction and possible action.

Staff Contact: Stephen R. Burns, City Manager

City Manager Steve Burns summarized his staff report on gas-powered leaf blowers. He noted that the biggest concerns from residents was noise and second was pollution. Council discussed, asked questions, and staff responded.

Council directed staff to look at revised hours

ACTION: Motion Adkins to direct staff to move forward with Option 3 to prepare a resolution like other jurisdictions which would include: recommend Medina Public Works to replace gas-powered leaf blowers with electric or battery operated within a time period or when phasing out old equipment and encourage residents and businesses to voluntarily replace gas-powered equipment with electric or battery operated. This was seconded by Reeves. Motion carried by a 6:0 (Johnston absent) vote.

ACTION: Motion Adkins to amend the city code to read "professional yard maintenance and landscaping may take place only between 9:00 a.m. and 7:00 p.m. on weekdays." This was seconded by Gokul. Motion carried by a 6:0 (Johnston absent) vote.

9.4 Financial Policy Update

Recommendation: Direct staff to bring back a resolution for adoption at the next Council Meeting.

Staff Contact: Ryan Wagner, Director of Finance and HR

Director of Finance and HR Ryan Wagner summarized the proposed changes that are recommendations from the 2021 Financial/Accountability audit completed on January 23, 2023. The proposed changes include accounts payable, and authorizing an Audit Officer for the city, and to issue warrants prior to Council approval.

ACTION: Motion Reeves to direct staff to establish a resolution to amend the financial policy for the City of Medina as proposed. This was seconded by Zook and carried by a 6:0 (Johnston absent) vote.

9.5 City Manager Review

Recommendation: Discussion and direction.

Staff Contacts: Stephen R. Burns, City Manager and Jessica Rossman, Mayor

Mayor Rossman gave a quick update and noted that the Personnel Committee will be recommending a process that includes conducting a 360 written reflection from the City Manager and from City Councilmembers to be combined together for a final review of the City Manager.

10. **REQUESTS FOR FUTURE AGENDA ITEMS AND COUNCIL ROUND TABLE**

None.

11. **PUBLIC COMMENT**

Mayor Rossman opened the public comment period. There were no speakers. Subsequently, the public comment was closed.

12. **EXECUTIVE SESSION**

Council moved into Executive Session for an estimated time of 15 minutes at 9:00 p.m.

RCW 42.30.110 (1)(c)

To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public.

Council moved back into the regular meeting at 9:05 p.m.

ACTION: No action was taken following the Executive Session.

13. **ADJOURNMENT**

By consensus, Council adjourned the regular meeting at 9:05 p.m.



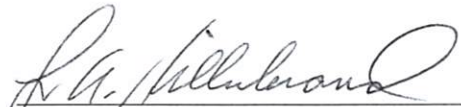
CITY OF MEDINA

501 EVERGREEN POINT ROAD | PO BOX 144 | MEDINA WA 98039-0144
TELEPHONE 425-233-6400 | www.medina-wa.gov

To: Medina City Council
From: Medina Civil Service Commission (CSC)
Date: July 20, 2023
Re: 2022 Annual Report

In 2022 the Civil Service Commission met three times on February 10, 2022, June 29, 2022, and August 3, 2022.

The Commission approved the Annual report for 2021, approved the 1-year extension of the Lateral Police Captain Eligibility register, and certified the Police Officer Eligibility Register on February 10, 2022. On June 29, 2022, the commissioners approved the hiring process for the Police Sergeant Testing Process. On August 3, 2022, the commissioners certified the Police Sergeant Eligibility Register.


Lou Hillenbrand – Vice Chair



MEDINA, WASHINGTON

AGENDA BILL

Monday, September 11, 2023

Subject: Gas-Powered Leaf Blower Resolution

Category: Consent

Staff Contacts: Stephen R. Burns, City Manager and Scott Missall, City Attorney

Summary

On July 10, 2023, City Staff presented to the Medina Council information received from the May 11, 2023, Gas-Powered Leaf Blower Open House, the survey results from the June Leaf Blower Public Survey, and the written public comments about leaf blowers.

Council directed City Staff to prepare a “Gas-Powered Leaf Blower Resolution” like other jurisdictions and to include with the following items:

- Recommend Medina City Public Works to replace gas-powered leaf blowers with electric or battery operated when feasible.
- Encourage residents and businesses to voluntarily replace gas-powered equipment with electric or battery operated.

The proposed attached resolution is recommended to be adopted by Council. This supports Council’s goals and priority numbers 4 and 5.

1. Financial Stability and Accountability
2. Quality Infrastructure
3. Efficient and Effective Government
4. Public Safety and Health
5. Neighborhood Character

Attachment:

Resolution No. 435 - Gas-Powered Leaf Blowers

Budget/Fiscal Impact: None at this time.

Staff Recommendation: Adopt Resolution No. 435.

City Manager Approval:

Proposed Council Motion: “I move to adopt Resolution No. 435 to encourage residents and businesses to voluntarily replace gas-powered leaf blowers with electric or battery operated equipment and for the Medina Public Works Department to replace gas-powered leaf blowers with electric or battery operated when feasible.”

CITY OF MEDINA, WASHINGTON

RESOLUTION NO. 435

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, DECLARING THE CITY COUNCIL'S INTENT TO PHASE OUT GAS-POWERED LEAF BLOWERS; ESTABLISHING GOALS AND IDENTIFYING ACTIONS TO MEET THESE GOALS

WHEREAS, the City of Medina ("City") has the authority to adopt policies to protect and promote public health, safety, and welfare; and

WHEREAS, data has revealed the environmental and public health impacts of gas-powered leaf blowers; and

WHEREAS, gas-powered leaf blowers most commonly have two-stroke internal combustion engines that incompletely combust their fuel, resulting in the emission of toxic and carcinogenic substances, such as carbon monoxide, nitrogen oxides, and volatile organic compounds, which contribute to the formation of ozone, smog, and acid rain; and

WHEREAS, best available data indicate that the use of gas-powered leaf blowers can cause direct harm to people within the vicinity by contributing to localized air pollution, creating excessive noise, and causing other negative health impacts to their operators; and

WHEREAS, gas-powered leaf blowers with two-stroke engines emit particularly low-frequency sound waves, including ultra-low frequency, which cause the sounds to travel longer distances and more easily penetrate walls and other barriers, magnifying the impacts of nuisance noise; and

WHEREAS, initial research shows that current electric leaf blower models produce similar noise levels to gas powered leaf blowers, but that electric motors have more potential to reduce noise pollution and electric leaf blower technology is anticipated to improve in the coming years; and

WHEREAS, electric leaf blowers are quieter than gas-powered versions and do not emit low frequency sound waves or toxic emissions, reducing harm to operators and other people nearby; and

WHEREAS, in response to the considerable negative impacts from gas-powered leaf blowers, over 100 cities across the nation have instituted policies limiting or banning them from use; and

WHEREAS, the City public works department currently uses gas-powered leaf blowers.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, RESOLVES AS FOLLOWS:

Section 1. The City Council recognizes that the use of gas-powered leaf blowers causes adverse environmental and health impacts, including noise and establishes the following goals to support the transition away from their use:

Resolution No. 435

Page 1 of 3

- A. By January 2028, or later if necessary, the City, and its contractors will phase out the use of gas-powered leaf blowers; and
- B. By January 2028, or later if necessary, institutions located in Medina, businesses operating in Medina, and Medina residents will phase out the use of gas-powered leaf blowers.

Section 2. To accomplish the goals in Section 1 of this resolution, the Council requests that City departments (as suggested below) pursue the following actions:

- A. Medina Public Works is recommended to:
 - 1. Evaluate their current practices related to the use of leaf blowers and explore options to reduce reliance on leaf blowers, both gas-powered and electric, either by allowing leaves to naturally decompose or clearing them using non-motorized methods; and
 - 2. To replace gas-powered leaf blowers with electric or battery operated when feasible; and
 - 3. Develop and implement plans to ensure that City facilities and employees are adequately equipped with infrastructure and equipment to use electric-powered leaf blowers rather than gas-powered leaf blowers.

Section 3. To further accomplish the goals in Section 1 of this resolution, Council directs staff to work with residents, institutions located in Medina and businesses operating in Medina to pursue to following actions:

- A. All residents, institutions located in Medina, and businesses operating in Medina are encouraged to:
 - 1. Evaluated their current practices related to the use of gas-powered leaf blowers and explore options to reduce reliance on leaf blowers, both gas-powered and electric, either by allowing leaves to naturally decompose or clearing them using non-motorized methods; and
 - 2. To replace gas-powered leaf blowers with electric or battery operated when feasible.

Section 4. Nothing in this resolution should be construed to preclude or impede the City's ability to phase out gas-powered leaf blowers more quickly.

Section 5. Effective Date. This Resolution shall be effective upon its adoption by the City Council.

**PASSED BY THE CITY COUNCIL OF THE CITY OF MEDINA ON MONTH, DAY, 2023
AND SIGNED IN AUTHENTICATION OF ITS PASSAGE ON MONTH, DAY, 2023.**

Jessica Rossman, Mayor

Approved as to form:
Ogden Murphy Wallace, PLLC

Attest:

Scott M. Missall, City Attorney

Aimee Kellerman, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.435



MEDINA, WASHINGTON

AGENDA BILL

Monday, September 11, 2023

Subject: Upland Road Drainage Improvements

Category: Consent

Staff Contact: Ryan Osada, Public Works Director

Summary

This project consists of the installation of approximately 530 feet of 12-inch storm pipe and associated structures, storm, and roadway improvements in and along Upland Road NE from NE 6th Street to Overlake Drive West and other related work.

Attachment(s)

Contract/Specifications

Project Plans

Bid Summary

Budget/Fiscal Impact: \$244,544.01 (Coronavirus State and Local Fiscal Recovery Funds)

Staff Recommendation: Approve.

City Manager Approval:

Proposed Council Motion: I move to authorize the City Manager to negotiate and enter into an agreement with Kamins Construction for the Upland Road Drainage Improvements project.

BIDDER		ENGINEER'S ESTIMATE				KAMINS CONSTRUCTION, INC.		NORTHWEST CASCADE, INC.		A-1 LANDSCAPE CONSTRUCTION, INC.	
BIDDER ADDRESS						P.O. Box 867 Bothell, WA 98041		P.O. Box 73399 Puyallup, WA 98373		20607 State Route 9 SE Snohomish, WA 98296	
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.						152,183-01		265,081-00		547,671-01	
WASHINGTON STATE CONTRACTOR'S REG. NUMBER						KAMINCI854BB		NORTHCH148BG		A1LANCI056DP	
BID BOND OR OTHER GOOD FAITH TOKEN						5% BID BOND		5% BID BOND		5% BID BOND	
NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
1	Minor Change	1 CALC	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	
2	SPCC Plan	1 LS	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$500.00	\$500.00	\$2,870.00	\$2,870.00	
3	Mobilization, Cleanup and Demobilization	1 LS	\$21,000.00	\$21,000.00	\$29,267.50	\$29,267.50	\$45,000.00	\$45,000.00	\$38,978.00	\$38,978.00	
4	Project Temporary Traffic Control	1 LS	\$16,000.00	\$16,000.00	\$27,945.00	\$27,945.00	\$42,000.00	\$42,000.00	\$37,870.00	\$37,870.00	
5	Clearing and Grubbing	1 LS	\$4,000.00	\$4,000.00	\$4,439.00	\$4,439.00	\$3,400.00	\$3,400.00	\$6,580.00	\$6,580.00	
6	Removal of Structures and Obstructions	1 LS	\$7,500.00	\$7,500.00	\$3,680.00	\$3,680.00	\$27,581.00	\$27,581.00	\$17,870.00	\$17,870.00	
7	Locate Existing Utilities	1 LS	\$4,000.00	\$4,000.00	\$4,830.00	\$4,830.00	\$8,000.00	\$8,000.00	\$3,540.00	\$3,540.00	
8	Crushed Surfacing Top Course	53 TN	\$70.00	\$3,710.00	\$51.75	\$2,742.75	\$132.00	\$6,996.00	\$85.00	\$4,505.00	
9	Commercial HMA	44 TN	\$300.00	\$13,200.00	\$353.89	\$15,571.16	\$395.00	\$17,380.00	\$650.00	\$28,600.00	
10	CPEP Storm Sewer Pipe, 8 In. Diam. (Incl. Bedding)	10 LF	\$85.00	\$850.00	\$173.65	\$1,736.50	\$76.00	\$760.00	\$90.00	\$900.00	
11	CPEP Storm Sewer Pipe, 12 In. Diam. (Incl. Bedding)	530 LF	\$100.00	\$53,000.00	\$123.90	\$65,667.00	\$103.00	\$54,590.00	\$110.00	\$58,300.00	
12	Catch Basin, Type 1	9 EA	\$2,500.00	\$22,500.00	\$3,105.00	\$27,945.00	\$2,150.00	\$19,350.00	\$3,645.00	\$32,805.00	
13	Catch Basin, Type 2, 48 In. Diam.	3 EA	\$3,500.00	\$10,500.00	\$8,924.00	\$26,772.00	\$4,400.00	\$13,200.00	\$16,780.00	\$50,340.00	
14	Removal of Unsuitable Material (Trench)	10 CY	\$100.00	\$1,000.00	\$63.25	\$632.50	\$200.00	\$2,000.00	\$120.00	\$1,200.00	
15	Bank Run Gravel for Trench Backfill	310 TN	\$60.00	\$18,600.00	\$0.01	\$3.10	\$41.00	\$12,710.00	\$80.00	\$24,800.00	
16	Trench Excavation Safety Systems	1 LS	\$1,000.00	\$1,000.00	\$12,075.00	\$12,075.00	\$4,000.00	\$4,000.00	\$12,540.00	\$12,540.00	
17	Erosion Control and Water Pollution Prevention	1 LS	\$3,000.00	\$3,000.00	\$12,535.00	\$12,535.00	\$9,500.00	\$9,500.00	\$11,780.00	\$11,780.00	
18	Topsoil, Type A	10 CY	\$80.00	\$800.00	\$115.00	\$1,150.00	\$200.00	\$2,000.00	\$75.00	\$750.00	
19	Bark or Wood Chip Mulch	5 CY	\$75.00	\$375.00	\$115.00	\$575.00	\$255.00	\$1,275.00	\$85.00	\$425.00	
20	Seeding, Fertilizing and Mulching	85 SY	\$15.00	\$1,275.00	\$11.50	\$977.50	\$24.00	\$2,040.00	\$10.00	\$850.00	
21	Project Documentation	1 LS	\$500.00	\$500.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00	\$3,800.00	\$3,800.00	
	Subtotal			\$188,810.00		\$244,544.01		\$282,282.00		\$344,303.00	
	Sales Tax @ 0% (Per W.S. Revenue Rule 171)			\$0.00		\$0.00		\$0.00		\$0.00	
	TOTAL CONSTRUCTION COST			\$188,810.00		\$244,544.01		\$282,282.00		\$344,303.00	
Sealed bids were opened at the City of Medina, 501 Evergreen Point Road, Medina, Washington 98039 on Monday, July 24, 2023, at 1:00 p.m. (local time).											
I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.						DENOTES MATHEMATICAL OR ROUNDING ERROR					
ROGER KUYKENDALL, P.E.											

DATE: 7/2023
 DRAWN: SC
 CHECKED: RK
 APPROVED: RK

CITY OF MEDINA, WASHINGTON
 UPLAND ROAD DRAINAGE IMPROVEMENTS
 GRAY & OSBORNE #23480

GRAY & OSBORNE, INC.
 CONSULTING ENGINEERS

**CITY OF MEDINA
SMALL WORKS PROJECT
“PREVAILING WAGES SHALL BE PAID”
ENGINEER’S ESTIMATE: \$187,000
INVITATION TO BID**

The **CITY OF MEDINA** is releasing a Small Works Project. As a Contractor on the MRSC Small Works Roster under the utilities and drainage category, you are invited to submit a bid on this Project.

Project Title: Upland Road Drainage Improvements

Scope of Work: This project consists of the installation of approximately 530 feet of 12-inch storm pipe and associated structures, storm and roadway improvements in and along Upland Road NE from NE 6th Street to Overlake Drive West and other work all in accordance with the attached Contract Plans, these Special Provisions and the Standard Specifications.

Delivery of Proposal: City of Medina, 501 Evergreen Point Road, Medina, Washington 98039

Bid Submittal Date and Time: Monday, July 24, 2023 at 1:00 p.m.

Bid Documents may be *examined* at the office of the City, or the office of the Project Engineer, Gray & Osborne, Inc. Bid Documents for this project are available free-of-charge from the City or Project Engineer. For assistance, please call (206) 284-0860. Contract questions shall be directed only to the office of the Project Engineer.

Bidders must be registered on the City’s MRSC Small Works Roster to be eligible to submit a bid for this Project.

Questions concerning the Contract Provisions will be taken by the Project Engineer at Gray & Osborne, Inc.’s Arlington office (360) 454-5490.

No oral responses to questions by City personnel about the project will be binding on the City.

The City expressly reserves the right to reject any or all bids and to waive minor irregularities or informalities, and to further make award of the project to the lowest responsive, responsible bidder as it best serves the interest of the City based on the sum of the Bid.

CITY OF MEDINA

KING COUNTY

WASHINGTON



CONTRACT PROVISIONS

for

UPLAND ROAD DRAINAGE IMPROVEMENTS

G&O #23480
JULY 2023



Gray & Osborne, Inc.
CONSULTING ENGINEERS

CITY OF MEDINA

KING COUNTY

WASHINGTON



CONTRACT PROVISIONS

for

UPLAND ROAD DRAINAGE IMPROVEMENTS



7-17-2023

G&O #23480
JULY 2023



Gray & Osborne, Inc.
CONSULTING ENGINEERS

**CONTRACT PROVISIONS
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CITY OF MEDINA
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PART 1
BID DOCUMENTS

BIDDER'S CHECKLIST**1. REQUIRED FORMS**

The Bidder shall submit the following forms, which must be executed in full and submitted with the Proposal.

- a. Proposal (including Statement of Bidder's Qualifications) (Pages P-1 - P-9)
- b. Bid Deposit or Proposal Bond (PB-1)

2. AGREEMENT FORMS

The following forms (a., b., and c.) are to be executed and the Certificates of Insurance (d. and e.) are to be provided after the Contract is awarded and prior to Contract execution.

- a. Agreement (Pages A-1 - A-3)
- b. Performance Bond (Page B-1)
- c. Public Works Payment Bond (Page B-2)
- d. Certificate of Insurance
- e. Certificate of Builders Risk Insurance

UPLAND ROAD DRAINAGE IMPROVEMENTS

PROPOSAL

City of Medina
501 Evergreen Point Road
Medina, Washington 98039

The undersigned has examined the Work site(s), local conditions, the Contract, and all applicable laws and regulations covering the Work. The following unit and lump sum prices are tendered as an offer to perform the Work in accordance with all of the requirements set forth in the Contract and all applicable laws and regulations.

As required by the Contract, a postal money order, certified check, cashier's check or Proposal bond made payable to the Owner is attached hereto. If this Proposal is accepted and the undersigned fail(s) or refuse(s) to enter into a contract and furnish the required performance bond, labor and material payment bond, special guarantee bonds (if required), required insurance and all other required documentation, the undersigned will forfeit to the Owner an amount equal to five percent of the Proposal amount.

After the date and hour set for submitting the Proposals, no bidder may withdraw its Proposal, unless the Award of the contract is delayed for a period exceeding 60 consecutive calendar days.

The undersigned agrees that in the event it is Awarded the contract for the Work, it shall employ only Contractors and Subcontractors that are duly licensed by the State of Washington and remain so at all times they are in any way involved with the Work.

The undersigned agrees that the Owner reserves the right to reject any or all Proposals and to waive any minor irregularities and informalities in any Proposal.

The undersigned agrees that the Owner will Award the Contract to the lowest responsible, responsive bidder whose Proposal is in the best interest of the Owner.

PROPOSAL - Continued

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Minor Change (1-04.4(1))	1 CALC	\$5,000.00	\$5,000.00
2.	SPCC Plan (1-07.15(1))	1 LS	\$_____	\$_____
3.	Mobilization, Cleanup and Demobilization (1-09.7)	1 LS	\$_____	\$_____
4.	Project Temporary Traffic Control (1-10.4(1))	1 LS	\$_____	\$_____
5.	Clearing and Grubbing (2-01.5)	1 LS	\$_____	\$_____
6.	Removal of Structures and Obstructions (2-02.5)	1 LS	\$_____	\$_____
7.	Locate Existing Utilities (2-09.5)	1 LS	\$_____	\$_____
8.	Crushed Surfacing Top Course (4-04.5)	53 TN	\$_____	\$_____
9.	Commercial HMA (5-04.5)	44 TN	\$_____	\$_____
10.	CPEP Storm Sewer Pipe, 8 In. Diam. (Incl. Bedding) (7-04.5)	10 LF	\$_____	\$_____
11.	CPEP Storm Sewer Pipe, 12 In. Diam. (Incl. Bedding) (7-04.5)	530 LF	\$_____	\$_____
12.	Catch Basin, Type 1 (7-05.5)	9 EA	\$_____	\$_____
13.	Catch Basin, Type 2, 48 In. Diam. (7-05.5)	3 EA	\$_____	\$_____
14.	Removal of Unsuitable Material (Trench) (7-08.5)	10 CY	\$_____	\$_____
15.	Bank Run Gravel for Trench Backfill (7-08.5)	310 TN	\$_____	\$_____
16.	Trench Excavation Safety Systems (7-08.5)	1 LS	\$_____	\$_____
17.	Erosion Control and Water Pollution Prevention (8-01.5)	1 LS	\$_____	\$_____
18.	Topsoil, Type A (8-02.5)	10 CY	\$_____	\$_____

PROPOSAL - Continued

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
19.	Bark or Wood Chip Mulch (8-02.5)	5 CY	\$ _____	\$ _____
20.	Seeding, Fertilizing and Mulching (8-02.5)	85 SY	\$ _____	\$ _____
21.	Project Documentation (8-21.5)	1 LS	\$ _____	\$ _____
Subtotal:				\$ _____
Washington State Sales Tax (0% Per W.S. Revenue Rule 171):.....				\$ _____ <u>0.00</u>
TOTAL CONSTRUCTION COST:				\$ _____

Note: A bid must be received on all items.

PROPOSAL - Continued

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm: _____

Address: _____

Telephone No. _____ Fax No. _____

Contact Person for this Project: _____

E-mail: _____

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

Gross dollar amount of work currently under contract: _____

Gross dollar amount of contracts currently not completed: _____

General character of work performed by firm: _____

List of five major projects of a similar nature which have been completed by the Contractor within the last five years and the gross dollar amount of each project, together with the Owner's name and telephone number, and the Engineer's name:

Project Name	Amount	Owner	Phone	Engineer's Name

PROPOSAL - Continued

List five major pieces of equipment which are anticipated to be used on this project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others:

Bank Reference: _____

How many general superintendents or other responsible employees in a supervisory position do you have at this time, and how long have they been with the firm?

Identify who will be the general superintendent and/or project superintendent on this project. Also, list the number of years each person identified has been with firm.

Have you changed bonding companies within the last three years? _____

If so, why? _____

Have you ever been a party to a lawsuit or an arbitration proceeding in any way relating to a construction project? _____

Identify the proceeding and parties and describe the claims asserted by all parties. _____

What was the disposition of the case? _____

Do you have any outstanding payments due to the Department of Revenue? _____

If yes, explain. _____

Bidder agrees that the Owner shall have the right to obtain credit reports.

Yes

No

PROPOSAL - Continued

WORK TO BE COMPLETED BY BIDDER

List the Work and the dollar amount thereof that the Contractor will complete with its forces, if awarded the contract.

Work to be Performed	Dollar Amount

PROPOSAL - Continued

PROPOSED SUBCONTRACTORS (Per RCW 39.30.060)

In accordance with RCW 39.30.060, for Proposals exceeding one million dollars, failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

These subcontractors must be listed below along with the work to be performed. This information must be provided with the Proposal or within one hour after the published bid submittal time for the work of heating, ventilation, air conditioning, plumbing and electrical. This information must be provided with the Proposal or within 48 hours after the published bid submittal time for the work of structural steel and rebar installation.

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

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

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

PROPOSAL - Continued

ADDENDA RECEIVED

Addendum No.	Date Received	Name of Recipient

NOTE: Bidder shall acknowledge receipt of all addenda. Bidder is responsible for verifying the actual number of addenda issued prior to submitting a Proposal.

Subject to any extensions of the Contract Time granted under the Contract, the undersigned agrees to substantially complete the Work required under this Contract within 20 working days (the Substantial Completion Date) and to physically complete the Work required under this contract within 5 working days (the Physical Completion Date) from when Contract Time begins.

The undersigned has reviewed and fully understands the provisions in the Contract regarding liquidated damages and agrees that liquidated damages shall be \$500.00 per day for each and every working day beyond the Contract Time allowed for substantial completion until the Substantial Completion Date is achieved and \$500.00 for each and every working day required beyond the Contract Time for physical completion until the Physical Completion Date is achieved.

The undersigned is, and will remain in, full compliance with all Washington State administrative agency requirements including, but not limited to registration requirements of Washington State Department of Labor & Industries for contractors, including but not limited to requirements for bond, proof of insurance and annual registration fee. The undersigned's Washington State:

Dept. of Labor and Industries Workman's Compensation Account No. is _____;
 Dept. of Licensing Contractor's Registration No. is _____;
 Unified Business Identifier Number is _____;
 Excise Tax Registration Number is _____; and
 Employment Security Account Number is _____.

The undersigned has reviewed all insurance requirements contained in the Contract and has verified the availability of and the undersigned's eligibility for all required insurance. The undersigned verifies that the cost for all required insurance, has been included in this Proposal.

In relation to claims related in whole or in part to workplace injuries to employees, the undersigned waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specially negotiated by the parties, which is acknowledged by the undersigned in signing this Proposal.

PROPOSAL - Continued

By signing the proposal, the undersigned declares, under penalty of perjury under the laws of the United States and the State of Washington, that the following statements are true and correct:

1. That the undersigned person(s) or entity(ies) 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. The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date July 17, 2023, that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

The undersigned agrees that the Owner is authorized to obtain information from all references included herein.

Sincerely,

_____ Date
 Sign Name

By: _____ Location Executed (City, State or County)
 Print Name, Title

_____ Print Company Name

Amount of Proposal deposit: \$ _____ Check No. _____,

or Proposal bond in the amount of \$ _____

_____, issued through _____
 Name of Bank/Bonding Company

located at _____
 Mailing Address

_____ Telephone Number of Bank/Bonding Company

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

of _____ as principal, and the _____

a corporation duly organized under the laws of the state of _____,
_____ and authorized to do business in the State of
Washington, as surety, are held and firmly bound unto the **CITY OF MEDINA** in the full and
penal sum of five percent of the total amount of the bid proposal of said principal for the work
hereinafter described, for the payment of which, well and truly to be made, we bind our heirs,
executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith
submitting his or its sealed proposal for the following construction project, to wit:

UPLAND ROAD DRAINAGE IMPROVEMENTS

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the
contract be awarded to said principal, and if said principal shall duly make and enter into and
execute said Contract and shall furnish bond as required by the **CITY OF MEDINA** within a
period of 10 days from and after said award, exclusive of the day of such award, then this
obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be
signed and sealed this _____ day of _____, _____.

(Principal)

(Surety)

(Attorney-in-fact)

PART 2
AGREEMENT AND BONDS

AGREEMENT

THIS AGREEMENT is entered into by and between the **CITY OF MEDINA** (hereinafter called the Owner) and _____ (hereinafter called the Contractor).

The Owner and the Contractor agree as follows:

ARTICLE 1. WORK.

[Include description of all schedules, alternate or additive items awarded]

ARTICLE 2. CONTRACT TIME.

The Contractor shall substantially complete the Work required by the Contract within _____ working days (the Substantial Completion Date) and physically complete the Work within _____ working days (the Physical Completion Date).

ARTICLE 3. LIQUIDATED DAMAGES.

The Owner and the Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the time, plus any extensions thereof, allowed in accordance with the Contract. They also recognize the inconvenience, expense, and difficulties involved in a legal proceeding to prove the actual loss suffered by the Owner if the Work is not completed within the time allowed in the Contract. Accordingly, the Owner and the Contractor agree that as liquidated damages for delay, and not as a penalty, the Contractor shall pay the Owner (\$ _____) per day for each working day beyond the Substantial Completion Date until the Contractor achieves substantial completion of the Work and (\$ _____) per day for each working day beyond the Physical Completion Date until the Contractor achieves physical completion of the Work.

ARTICLE 4. CONTRACT PRICE.

The Owner shall pay the Contractor the amount(s) set forth in the Proposal (in United States dollars) for completion of the Work in accordance with the Contract.

AGREEMENT – Continued

ARTICLE 5. CONTRACT.

The Contract, which comprises the entire agreement between the Owner and the Contractor concerning the Work, consists of the following:

- This Agreement;
- The Contractor's Proposal including the bid, bid schedule(s), information required of bidder, Proposal bond, and all required certificates and affidavits;
- The Performance Bond and the Public Works Payment Bond;
- The Contract Provisions;
- The Plans (or drawings) consisting of _____ sheets, as listed in the index on sheet _____ of the Plans;
- Addenda numbers _____, inclusive; and
- Change Orders issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in this Article 5. The Contract may be amended only in writing by Change Order as provided in the Contract.

ARTICLE 6. MISCELLANEOUS.

For purpose of indemnifying and defending any work place injury claims by employees of the Contractor and Subcontractors, the Contractor waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specifically negotiated between the parties and is hereby acknowledged by the Contractor.
 _____ (Contractor's initials)

The Contractor shall not assign any rights under or interests in the Contract, including but not limited to rights to payment, without the prior written consent of the Owner. Unless specifically stated in a written consent to an assignment, no assignment will release or discharge the Contractor-assignor from any duty or responsibility under the Contract.

The Contract is binding upon the Owner and the Contractor, and their respective partners, successors, assigns and legal representatives.

AGREEMENT – Continued

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year indicated below.

CITY OF MEDINA

CONTRACTOR

By _____

License No. _____
By _____

Date _____

Title _____

Attest _____

Name and Address for giving notices (print)

INFORMATION ONLY

**PUBLIC WORKS PERFORMANCE BOND
to CITY OF MEDINA, WA**

Bond No. _____

The **CITY OF MEDINA**, Washington, (City) has awarded to _____ (Principal), a contract for the construction of the project designated as Upland Road Drainage Improvements in Medina, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of _____ US Dollars (\$ _____ **amount to include sales tax**) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the City against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the Contract.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL

SURETY

Principal Signature _____ Date

Surety Signature _____ Date

Printed Name

Printed Name

Title

Title

Local office/agent of Surety Company:

Name _____

Telephone _____

Address _____

**PUBLIC WORKS PAYMENT BOND
to CITY OF MEDINA, WA**

Bond No. _____

The **CITY OF MEDINA**, Washington, (City) has awarded to _____ (Principal), a contract for the construction of the project designated as Upland Road Drainage Improvements in Medina, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of _____ US Dollars (\$ _____ **amount to include sales tax**) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 60.28, 39.08, and 39.12 including all workers, laborers, mechanics, subcontractors, lower tier subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Title 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the City against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns, (or the subcontractors or lower tier subcontractors of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors materialpersons, and all persons who shall supply such contractor or subcontractors with provisions and supplies for the carrying on of such work.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL

SURETY

Principal Signature

Date

Surety Signature

Date

Printed Name

Printed Name

Title

Title

Local office/agent of Surety Company:

Name _____

Telephone _____

Address _____

PART 3
SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS

(December 10, 2020 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2023 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 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 effective date of the GSP and its source. For example:

- (March 8, 2013 APWA GSP)
- (April 1, 2013 WSDOT GSP)
- (May 1, 2013 G&O GSP)

Also incorporated into the Contract Documents by reference are:

- *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

Contractor shall obtain copies of these publications, at Contractor’s own expense.

DIVISION 1
GENERAL REQUIREMENTS

1 **DIVISION 1**

2
3 **GENERAL REQUIREMENTS**

4
5 **DESCRIPTION OF WORK**

6 (March 13, 1995 WSDOT GSP)

7 This Contract provides for the storm and roadway improvements in and along
8 Upland Road NE from NE 6th Street to Overlake Drive West and other work all in
9 accordance with the attached Contract Plans, these Special Provisions and the
10 Standard Specifications.

11
12 **1-01 DEFINITIONS AND TERMS**

13
14 **1-01.3 Definitions**

15 (February 7, 2022 G&O GSP)

16
17 Delete the definition of “Bid Documents,” “Completion Dates,” “Contract” and
18 “Contracting Agency.”

19
20 This Section is supplemented with the following:

21
22 All references in the Standard Specifications and WSDOT General Special
23 Provisions to the terms “Department of Transportation,” “Washington State
24 Transportation Commission,” “Commission,” “Secretary of Transportation,”
25 “Secretary,” “Headquarters,” and “State Treasurer” shall be revised to read
26 “Contracting Agency.”

27
28 All references to the terms “State” or “state” shall be revised to read
29 “Contracting Agency” unless the reference is to an administrative agency of
30 the State of Washington, a State statute or regulation, or the context
31 reasonably indicates otherwise.

32
33 All references to “State Materials Laboratory” shall be revised to read
34 “Contracting Agency designated location.”

35
36 All references to “final contract voucher certification” shall be interpreted to
37 mean the Contracting Agency form(s) by which final payment is authorized,
38 and final completion and acceptance granted.

39
40 **Additive**

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

SPECIAL PROVISIONS - Continued

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Alternate

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

Bid Documents

The component parts of the proposed Contract which may include, but are not limited to, the Proposal form, the proposed Contract Provisions, the proposed Contract Plans, Addenda, and Subsurface Boring Logs (if any).

Business Day

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

Contract

The written agreement between the Contracting Agency and the Contractor. It describes, among other things:

1. What work will be done, and by when;
2. Who provides labor and materials; and
3. How Contractor will be paid.

The Contract includes the Contract (Agreement) form, bidder's completed Proposal Form, all required certificates and affidavits, performance and payment bonds, Standard Specifications for Road, Bridge and Municipal Construction, Contract Provisions, Contract Plans, Standard Plans, addenda and change orders.

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 completed.

Contracting Agency (Owner)

Agency of Government that is responsible for the execution and administration of the Contract.

SPECIAL PROVISIONS - Continued**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 when both the Contractor and the Contracting Agency have signed the Agreement, binding themselves 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. The Engineer has received from the Contractor record drawings, operation and maintenance manuals, manufacturers' affidavits, and software and programming.

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.

SPECIAL PROVISIONS - Continued

1 **Notice of Award**
 2 The written notice from the Contracting Agency to the successful bidder
 3 signifying the Contracting Agency’s acceptance of the Bid Proposal.

4
 5 **Notice to Proceed**
 6 The written notice from the Contracting Agency or Engineer to the
 7 Contractor authorizing and directing the Contractor to proceed with the
 8 Work and establishing the date on which the Contract time begins.

9
 10 **Traffic**
 11 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists,
 12 wheelchairs, and equestrian traffic.

13
 14 **1-02 BID PROCEDURES AND CONDITIONS**

15
 16 **1-02.1 Prequalification of Bidders**

17
 18 Delete this Section and replace it with the following:

19
 20 **1-02.1 Qualifications of Bidder**
 21 (January 24, 2011 APWA GSP)

22
 23 Before award of a public works contract, a bidder must meet at least the
 24 minimum qualifications of RCW 39.04.350(1) to be considered a
 25 responsible bidder and qualified to be awarded a public works project.

26
 27 **1-02.2 Plans and Specifications**
 28 (June 27, 2011 G&O GSP)

29
 30 Delete this Section and replace it with the following:

31
 32 Information as to where Bid Documents can be obtained or reviewed is
 33 contained in the Call for Bids (Advertisement for Bids) for the Work.

34
 35 After Award of the Contract, Plans and Contract Provisions will be issued to
 36 the Contractor at as stated below:

To Prime Contractor	No. of Sets	Basis of Distribution
Contract Provisions	2	Furnished automatically
Reduced Plans (11" x 17")	1	Furnished automatically

37
 38
 39
 40
 41
 42
 43
 44 Additional Plans and other Contract Provisions may be purchased by the
 45 Contractor.

SPECIAL PROVISIONS - Continued

1

2

1-02.4 Examination of Plans, Specifications, and Site of Work

3

4

1-02.4(1) General

5

(December 30, 2022 APWA GSP Option A)

6

7

The first sentence of the ninth paragraph, beginning with “Prospective Bidder desiring...”, is revised to read:

8

9

10

Prospective Bidders desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing soon enough to allow a written reply to reach all prospective Bidders before the submission of their Bids.

11

12

13

14

15

(June 16, 2006 G&O GSP)

16

This Section is supplemented with the following:

17

18

Contractor shall review the entire Contract to ensure that the completeness of their Proposal includes all items of Work regardless of where shown in the Contract. Bidders are cautioned that alternate sources of information (copies of the Contract obtained from third parties) are not necessarily an accurate or complete representation of the Contract. Bidders shall use such information at their own risk.

19

20

21

22

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25

1-02.4(2) Subsurface Information

26

(February 7, 2022 G&O GSP)

27

28

Delete this Section and replace it with the following:

29

30

If the Contracting Agency has made a subsurface investigation of the site of the proposed Work, the boring log data and soil sample test data accumulated by the Contracting Agency will be made available for inspection by the Bidders. However, the Contracting Agency makes no representation or warranty, expressed or implied, that:

31

32

33

34

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36

- a. The Bidders’ interpretations from the boring logs may be correct;

37

38

39

- b. Moisture conditions and indicated water tables will not vary from those found at the time the borings were made;

40

41

42

- c. The ground at the location of the borings has not been physically disturbed or altered after the boring was made; and

43

44

SPECIAL PROVISIONS - Continued

- 1 d. Conditions below the surface of the ground are consistent
2 throughout the site with the information made available
3 hereunder, or that conditions to be encountered on the site
4 are uniform or consistent with geological conditions usually
5 encountered in the area.
6

7 The Contracting Agency makes no representations, guarantees, or
8 warranties as to the condition, materials, or proportions of the materials
9 between the specific borings, regardless of any subsurface information the
10 Contracting Agency may make available to the prospective Bidders.
11 Bidders are solely responsible for making the necessary investigations to
12 support and/or verify any conclusions or assumptions used in preparation
13 of their bids.

14
15 Any subsurface investigations and analysis were carried out for design
16 purposes only. Contractor may not rely upon or make any claim against
17 Contracting Agency, Engineer, or any of their subconsultants, with respect
18 to:
19

- 20 1. The completeness of such reports for Contractor's purposes,
21 including, but not limited to, any aspects of the means, methods,
22 techniques, sequences, and procedures of construction to be
23 employed by Contractor, and safety precautions and programs
24 incident thereto; or
25
26 2. Other conclusions, interpretations, opinions, representations, and
27 information contained in such reports; or
28
29 3. Any Contractor interpretation of or conclusion drawn from any
30 "technical data" or any such other data, conclusions, interpretations,
31 opinions or information.
32

33 The availability of subsurface information from the Contracting Agency shall
34 not relieve the Bidder or the Contractor from any risks or of any duty to make
35 examinations and investigations as required by Section 1-02.4(1) or any
36 other responsibility under the Contract or as may be required by law.
37

38 **1-02.5 Proposal Forms**
39 (June 27, 2011 G&O GSP)

40
41 Delete this Section and replace it with the following:

42
43 Proposals shall be submitted on the Proposal Form, which is included with
44 the Contract. All Proposals shall be completed, signed and dated.
45

SPECIAL PROVISIONS - Continued

1 The Proposal Form will identify the project and its location and describe the
 2 Work. It will also list estimated quantities, units of measurement, the items
 3 of work, and the materials to be furnished at the lump sum and/or unit bid
 4 prices. The Bidder shall complete spaces on the Proposal Form that call for,
 5 but are not limited to, unit prices; extensions; summations; the total bid
 6 amount; signatures; date; and, where applicable, retail sales taxes and
 7 acknowledgment of addenda; the bidder's name, address, telephone
 8 number, and signature; the Bidder's D/M/WBE commitment, if applicable; a
 9 State of Washington Contractor's Registration Number; and a Business
 10 License Number, if applicable. Bids shall be completed by typing or shall
 11 be printed in ink by hand, preferably in black ink. Required certifications are
 12 included as part of the Proposal Form.

13
 14 The Contracting Agency reserves the right to arrange the proposal forms
 15 with alternates and additives, if such be to the advantage of the Contracting
 16 Agency. The Bidder shall bid on all alternates and additives set forth in the
 17 Proposal form unless otherwise specified.

18
 19 **1-02.6 Preparation of Proposal**
 20 (January 11, 2023 G&O GSP)

21
 22 Supplement the second paragraph with the following:

- 23
 24 4. If a minimum bid amount has been established for any item, the unit
 25 or lump sum price must equal or exceed the minimum amount stated.
 26
 27 5. Any correction to a bid made by interlineation, alteration, or erasure,
 28 shall be initialed by the signer of the bid.
 29

30 Delete the last two paragraphs, and replace it with the following:

31
 32 The Bidder shall certify compliance with Contractor Certification Wage Law.
 33 The certification is included in the Proposal form.

34
 35 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in
 36 any manner.
 37

38 A bid by a corporation shall be executed in the corporate name, by the
 39 president or a vice president (or other corporate officer accompanied by
 40 evidence of authority to sign).
 41

42 A bid by a partnership shall be executed in the partnership name, and
 43 signed by a partner. A copy of the partnership agreement shall be submitted
 44 with the Bid Form if any UDBE requirements are to be satisfied through
 45 such an agreement.

SPECIAL PROVISIONS - Continued

1
2 A bid by a joint venture shall be executed in the joint venture name and
3 signed by a member of the joint venture. A copy of the joint venture
4 agreement shall be submitted with the Bid Form if any DBE requirements
5 are to be satisfied through such an agreement.

6
7 All Proposals submitted shall, on their face, remain valid for a period of 60
8 days following the date of Bid opening. In the event of a conflict in this
9 duration, which may appear elsewhere in the Contract Provisions, the
10 longest duration shall apply.

1-02.7 Bid Deposit

11
12 (March 8, 2013 G&O GSP)

13
14
15 Supplemented this Section with the following:

16
17 Bid bonds shall contain the following:

- 18 1. The name of the project;
- 19 2. The name of the Contracting Agency, named as the obligee;
- 20 3. The amount of the bid bond stated either as a dollar figure or
21 as a percentage which represents five percent of the
22 maximum bid amount that could be awarded;
- 23 4. The signature of the bidder's officer empowered to sign official
24 statements. The signature of the person authorized to submit
25 the Proposal should agree with the signature on the bond, and
26 the title of the person must accompany the said signature;
- 27 5. The signature of the surety's officer empowered to sign the
28 bond, and the power of attorney.

29
30
31
32
33
34
35 The Bidder must use the bond form included in the Contract.

1-02.9 Delivery of Proposal

36
37 (January 3, 2012 G&O GSP)

38
39 Delete this section in its entirety and replace with the following:

40
41
42 The Proposal, bid deposit, and all other certificates, forms or other
43 documents required by any Contract Provisions to be executed and
44 delivered with said Proposal shall be submitted, in a sealed package,
45 addressed to the Contracting Agency, and plainly marked "Proposal for

SPECIAL PROVISIONS - Continued

1 _____ (insert name of project as shown on the Proposal) to be
 2 opened on the _____ day of _____, 20____," (said day, month and
 3 year to be used as shown in the published Call for Bids).
 4

5 The Contracting Agency will not consider any Proposal or any supplement
 6 to a Proposal that is received after the time specified for receipt of
 7 Proposals, or received in a location other than that specified for receipt of
 8 Proposal. Emailed or faxed Proposals or supplement to a Proposal are not
 9 acceptable.

10
 11 **1-02.10 Withdrawing, Revising, or Supplementary Proposal**
 12 (July 23, 2015 APWA GSP)

13
 14 Delete this Section and replace it with the following:

15
 16 After submitting a physical Bid Proposal to the Contracting Agency, the
 17 Bidder may withdraw, revise, or supplement it if:

- 18
 19 1. The Bidder submits a written request signed by an authorized person
 20 and physically delivers it to the place designated for receipt of Bid
 21 Proposals, and
 22
 23 2. The Contracting Agency receives the request before the time set for
 24 receipt of Bid Proposals, and
 25
 26 3. The revised or supplemented Bid Proposal (if any) is received by the
 27 Contracting Agency before the time set for receipt of Bid Proposals.
 28

29 If the Bidder's request to withdraw, revise, or supplement its Bid Proposal
 30 is received before the time set for receipt of Bid Proposals, the Contracting
 31 Agency will return the unopened Proposal package to the Bidder. The
 32 Bidder must then submit the revised or supplemented package in its
 33 entirety. If the Bidder does not submit a revised or supplemented package,
 34 then its bid shall be considered withdrawn.

35
 36 Late revised or supplemented Bid Proposals or late withdrawal requests will
 37 be date recorded by the Contracting Agency and returned unopened.
 38 Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid
 39 Proposal are not acceptable.
 40

41 **1-02.11 Combination and Multiple Proposals**
 42 (June 16, 2006 G&O GSP)

43
 44 Delete this Section in its entirety.
 45

SPECIAL PROVISIONS - Continued**1-02.13 Irregular Proposals**

(December 30, 2022 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 (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
 - h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's 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 (WSDOT Form 272-054), if applicable, as required in Section

SPECIAL PROVISIONS - Continued

- 1 1-02.6, or if the documentation that is submitted fails to meet
 2 the requirements of the Special Provisions;
 3
 4 l. The Bidder fails to submit DBE Trucking Credit Forms
 5 (WSDOT Form 272-058), if applicable, as required in Section
 6 1-02.6, or if the documentation that is submitted fails to meet
 7 the requirements of the Special Provisions;
 8
 9 m. The Bid Proposal does not constitute a definite and
 10 unqualified offer to meet the material terms of the Bid
 11 invitation; or
 12
 13 n. More than one Proposal is submitted for the same project from
 14 a Bidder under the same or different names.
 15
 16 2. A Proposal may be considered irregular and may be rejected if:
 17
 18 a. The Proposal does not include a unit price for every Bid item;
 19
 20 b. Any of the unit prices are excessively unbalanced (either
 21 above or below the amount of a reasonable Bid) to the
 22 potential detriment of the Contracting Agency;
 23
 24 c. Receipt of Addenda is not acknowledged;
 25
 26 d. A member of a joint venture or partnership and the joint
 27 venture or partnership submit Proposals for the same project
 28 (in such an instance, both Bids may be rejected); or
 29
 30 e. If Proposal form entries are not made in ink.
 31

1-02.14 Disqualification of Bidders

(August 1, 2009 G&O GSP)

Delete this Section and replace it with the following:

- 37 A Bidder will be deemed not responsible if:
 38
 39 1. The Bidder does not meet the mandatory bidder responsibility criteria
 40 in RCW 39.04.350(1), as amended; or
 41
 42 2. Evidence of collusion exists with any other Bidder or potential Bidder.
 43 Participants in collusion will be restricted from submitting further bids;
 44 or
 45

SPECIAL PROVISIONS - Continued

- 1 3. The Bidder, in the opinion of the Contracting Agency, is not qualified
- 2 for the Work or to the full extent of the bid, or to the extent that the
- 3 bid exceeds the authorized prequalification amount as may have
- 4 been determined by a prequalification of the Bidder; or
- 5
- 6 4. An unsatisfactory performance record exists based on past or
- 7 current Contracting Agency work or for work done for others, as
- 8 judged from the standpoint of conduct of the work; workmanship; or
- 9 progress; affirmative action; equal employment opportunity
- 10 practices; termination for cause; or Disadvantaged Business
- 11 Enterprise, Minority Business Enterprise, or Women’s Business
- 12 Enterprise utilization; or
- 13
- 14 5. There is uncompleted work (Contracting Agency or otherwise), which
- 15 in the opinion of the Contracting Agency might hinder or prevent the
- 16 prompt completion of the work bid upon; or
- 17
- 18 6. The Bidder failed to settle bills for labor or materials on past or
- 19 current contracts, unless there are extenuating circumstances
- 20 acceptable to the Contracting Agency; or
- 21
- 22 7. The Bidder has failed to complete a written public contract or has
- 23 been convicted of a crime arising from a previous public contract,
- 24 unless there are extenuating circumstances acceptable to the
- 25 Contracting Agency; or
- 26
- 27 8. The Bidder is unable, financially or otherwise, to perform the Work,
- 28 in the opinion of the Contracting Agency; or
- 29
- 30 9. There are any other reasons deemed proper by the Contracting
- 31 Agency.
- 32

33 The basis for evaluation of Bidder compliance with these mandatory and

34 supplemental criteria shall be any documents or facts obtained by

35 Contracting Agency (whether from the Bidder or third parties) which any

36 reasonable owner would rely on for determining such compliance, including

37 but not limited to: (i) financial, historical, or operational data from the Bidder;

38 (ii) information obtained directly by the Contracting Agency from owners for

39 whom the Bidder has worked, or other public agencies or private

40 enterprises; and (iii) any additional information obtained by the Contracting

41 Agency which is believed to be relevant to the matter.

42

43 If the Contracting Agency determines the Bidder does not meet the bidder

44 responsibility criteria above and is therefore not a responsible Bidder, the

45 Contracting Agency shall notify the Bidder in writing, with the reasons for its

SPECIAL PROVISIONS - Continued

1 determination. Written notice will be provided to the Bidder, by facsimile to
 2 the fax number provided at the time of obtaining the Contract Documents.
 3 If the Bidder disagrees with this determination, it may appeal the
 4 determination within 48 hours of receipt of the Contracting Agency's
 5 determination by presenting its appeal in writing to the Contracting Agency.
 6 The Contracting Agency will consider the appeal before issuing its final
 7 determination. If the final determination affirms that the Bidder is not
 8 responsible, the Contracting Agency will not execute a contract with any
 9 other Bidder until at least two business days after the Bidder determined to
 10 be not responsible has received the final determination.

1-02.15 Pre-Award Information

11
 12 (December 30, 2022 APWA GSP)

13
 14
 15 Revise this Section to read:

16
 17 Before awarding any contract, the Contracting Agency may require one or
 18 more of these items or actions of the apparent lowest responsible bidder:

- 19
 20 1. A complete statement of the origin, composition, and manufacture of
 21 any or all materials to be used;
- 22
 23 2. Samples of these materials for quality and fitness tests;
- 24
 25 3. A progress schedule (in a form the Contracting Agency requires)
 26 showing the order of and time required for the various phases of the
 27 work;
- 28
 29 4. A breakdown of costs assigned to any bid item;
- 30
 31 5. Attendance at a conference with the Engineer or representatives of
 32 the Engineer;
- 33
 34 6. Obtain, and furnish a copy of, a business license to do business in the
 35 city or county where the work is located;
- 36
 37 7. Any other information or action taken that is deemed necessary to
 38 ensure that the bidder is the lowest responsible bidder.

SPECIAL PROVISIONS - Continued**1-03 AWARD AND EXECUTION OF CONTRACT****1-03.1 Consideration of Bids**

(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

1-03.2 Award of Contract

(June 16, 2006 G&O GSP)

Delete this Section and replace it with the following:

Normally, Contract Award or bid rejection will occur within 60 calendar days after bid opening. If the lowest responsible Bidder and the Contracting Agency agree, this deadline may be extended. If they cannot agree on an extension by the 60th calendar day deadline, the Contracting Agency reserves the right to award the Contract to the next lowest responsible Bidder or reject all bids. The Contracting Agency will notify the successful Bidder of the Contract Award in writing.

1-03.3 Execution of Contract

(January 11, 2023 G&O GSP)

Delete this Section and replace it with the following:

Within 10 calendar days after the Award date, the successful Bidder shall return the signed Contracting Agency-prepared Contract, an insurance certification as required by Section 1-07.18, and satisfactory bonds as required by law and Section 1-03.4 and the Transfer of Coverage form for the Construction Stormwater General Permit with Section I, III, and VII completed when provided. Before execution of the Contract by the

SPECIAL PROVISIONS - Continued

1 Contracting Agency, the successful Bidder shall provide any pre-Award
2 information the Contracting Agency may require under Section 1-02.15.

3
4 Until the Contracting Agency executes a Contract, no Proposal shall bind
5 the Contracting Agency nor shall any work begin within the project limits or
6 within Contracting Agency-furnished sites. The Contractor shall bear all
7 risks for any work begun outside such areas and for any materials ordered
8 before the Contract is executed by the Contracting Agency.

9
10 A written Notice to Proceed will be issued after the Contract has been
11 executed by the Contractor and the Contracting Agency, and the
12 performance and labor and material payment bonds, other required
13 certificates and documents and insurance certificates are approved by the
14 Contracting Agency or, where applicable, by State or Federal agencies
15 responsible for funding any portion of the project.

1-03.4 Contract Bond

16
17 (July 21, 2020, G&O GSP)

18
19
20 Revise the first paragraph to read:

21
22 The successful bidder shall provide an executed performance and public
23 works payment bonds for the full contract amount. These bonds shall:

- 24
25 1. Be on Contracting Agency-furnished forms;
- 26
27 2. Be signed by an approved surety (or sureties) that:
- 28
29 a. Is registered with the Washington State Insurance
30 Commissioner; and
- 31
32 b. Appears on the current Authorized Insurance List in the State
33 of Washington published by the Office of the Insurance
34 Commissioner.
- 35
36 3. Be conditioned upon the faithful performance of the contract by the
37 Contractor within the prescribed time;
- 38
39 4. Guarantee that the Contractor will perform and comply with all
40 obligations, duties, and conditions under the Contract including, but
41 not limited to, the duty and obligation to indemnify, defend, and
42 protect the Contracting Agency against all losses and claims related
43 directly or indirectly from any failure:
- 44

SPECIAL PROVISIONS - Continued

- 1 a. Of the Contractor (or any of the employees, Subcontractors,
- 2 or lower tier Subcontractors of the Contractor) to faithfully
- 3 perform and comply with the contract; or
- 4
- 5 b. Of the Contractor (or the Subcontractors or lower tier
- 6 Subcontractors of the Contractor) to pay all laborers,
- 7 mechanics, Subcontractors, lower tier Subcontractors,
- 8 materialperson, or any other person who provides supplies or
- 9 provisions for carrying out the Work.
- 10
- 11 5. Be conditioned upon payment of taxes, increases, and penalties
- 12 incurred on the project under Titles 50, 51, and 82 RCW; and
- 13
- 14 6. Be accompanied by a power of attorney for the Surety’s officer
- 15 empowered to sign the bond; and
- 16
- 17 7. Be signed by an officer of the Contractor empowered to sign official
- 18 statements (sole proprietor or partner). If the Contractor is a
- 19 corporation, the bond must be signed by the president or vice-
- 20 president, unless accompanied by written proof of the authority of the
- 21 individual signing the bond to bind the corporation (i.e., corporate
- 22 resolution, power of attorney or a letter to such effect by the president
- 23 or vice-president).
- 24

1-03.7 Judicial Review
(December 30, 2022 APWA GSP)

Revise this Section to read:

All decisions 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.

SPECIAL PROVISIONS - Continued1 **1-04 SCOPE OF THE WORK**2
3 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,**
4 **Specifications, and Addenda**5 (January 13, 2023 G&O GSP)
67 Delete the first two paragraphs of this Section and replace them with the following:
89 The complete Contract includes these parts: Contract (Agreement) form,
10 bidder's completed Proposal Form, Contract Plans, Contract Provisions,
11 Standard Specifications, Standard Plans, addenda, all required certificates
12 and affidavits, performance and labor and material payment bonds, and
13 change orders. These parts complement each other in describing a
14 complete Work. Any requirement in one part binds as if stated in all parts.
15 The Contractor shall provide any work or materials clearly implied in the
16 Contract even if the Contract does not mention it specifically.
1718 Any inconsistency in the parts of the Contract shall be resolved by following
19 this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so
20 forth):
21

- 22 1. Addenda;
-
- 23
-
- 24 2. Proposal Form and Agreement;
-
- 25
-
- 26 3. Special Provisions;
-
- 27
-
- 28 4. Contract Plans;
-
- 29
-
- 30 5. Standard Specifications;
-
- 31
-
- 32 6. Contracting Agency's Standard Plans or Details (if any); and
-
- 33
-
- 34 7. WSDOT Standard Plans for Road, Bridge, and Municipal
-
- 35 Construction.
-
- 36

SPECIAL PROVISIONS - Continued**1-04.4 Changes**

(January 19, 2022 APWA GSP)

The first two sentences of the last paragraph of Section 1-04.4 are deleted.

1-04.4(1) Minor Changes

(June 7, 2019 G&O GSP)

This Section is revised to read as follows:

Payments or credits for changes may be made under the Bid item “Minor Change.” At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes.

The Contractor will be provided a copy of the completed order for Minor Changes. The agreement for the Minor Changes will be documented by signature of the Contractor, or notation of verbal agreement. If the Contractor is in disagreement with anything required by the order for Minor Changes, the Contractor may protest the order as provided in Section 1-04.5.

Payments will be determined in accordance with Section 1-09.4. For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount for “Minor Change” in the Proposal to become a part of the total Bid by the Contractor. The Contractor/Bidder is cautioned that payment of any portion of this bid item is not guaranteed unless such need arises during the performance of this project. Where references are made herein to consider some work incidental to the Contract and as such to merge the cost of incidental work into the various items bid, no such costs shall be merged into this bid item.

All “Minor Change” work will be within the scope of the Contract Work and will not change Contract Time.

1-04.6 Variation in Estimated Quantities

(December 30, 2022 APWA GSP, Option B)

Revise the first paragraph to read:

Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in conformance with the Contract. When the accepted quantity of Work performed under a unit item varies from the original Proposal quantity, payment will be at the unit Contract price for all Work unless the total accepted quantity of the Contract item, adjusted to

SPECIAL PROVISIONS - Continued

1 exclude added or deleted amounts included in change orders accepted by
 2 both parties, increases or decreases by more than 25 percent from the
 3 original Proposal quantity, and if the total extended bid price for that item at
 4 time of award is equal to or greater than 10 percent of the total contract
 5 price at time of award. In that case, payment for contract work may be
 6 adjusted as described herein:
 7

1-05 CONTROL OF WORK**1-05.1 Authority of the Engineer**

10 (July 21, 2020 G&O GSP)
 11

12 This Section is supplemented with the following:
 13

14
 15 The Engineer does not purport to be a safety expert, is not engaged in that
 16 capacity under this Contract or the Engineer's contract with the Contracting
 17 Agency. The Engineer does not have either the authority or the
 18 responsibility to enforce construction safety laws, rules, regulations or
 19 procedures, or to order the stoppage of Work for claimed violations thereof.
 20 From time to time, the Engineer may inform the Contractor of conditions that
 21 may constitute safety issues or violations. Such information will be provided
 22 solely to cooperate with and assist the Contractor and shall not make the
 23 Engineer or Inspector responsible for the enforcement of safety laws, rules,
 24 regulations or procedures. After receiving information relating to safety
 25 issues from the Engineer, the Contractor shall make its own examination
 26 and analysis of the situation reported and take such action, if any, that the
 27 Contractor determines to be appropriate. The Engineer's performance of
 28 project representation and observation services for the Contracting Agency
 29 shall not make the Engineer responsible for the enforcement of safety laws,
 30 rules, regulations or procedures. The Engineer also shall not be
 31 responsible for construction means, methods, techniques, sequences, or
 32 procedures or for the Contractor's failure to properly perform the Work, all
 33 of which are entirely the responsibility of the Contractor.
 34

35 The Engineer shall have no liability whatsoever to, or contractual
 36 relationship with, the Contractor in any way relating to this Contract. The
 37 Contracting Agency and the Contractor must look solely to each other for
 38 the enforcement with respect to any rights, obligations, claims or liabilities
 39 arising under or in any way relating to the Contract. Neither the authority
 40 given to the Engineer herein, nor any action or service provided by the
 41 Engineer or its subconsultants with regard to the Project, shall create any
 42 duty owed by the Engineer or its subconsultants to the Contractor or a
 43 cause of action against the Engineer or its subconsultants by Contractor.
 44

SPECIAL PROVISIONS - Continued

1 Neither the Engineer nor any of its assistants or agents shall have any
 2 power to waive any obligation of the Contract. The Engineer's failure to
 3 reject Work that is defective or otherwise does not comply with the
 4 requirements of the Contract shall not constitute approval or acceptance of
 5 the Work or relieve the Contractor of its obligations under the Contract,
 6 notwithstanding that such Work has been estimated for payment or that
 7 payments have been made for that Work. Neither shall such failure to reject
 8 Work, nor any acceptance by the Engineer or by the Contracting Agency of
 9 any part of or the whole of the Work bar a claim by the Contracting Agency
 10 at any subsequent time for recovery of damages for the cost of removal and
 11 replacement of any portions of the Work that do not comply with the
 12 Contract.

13
 14 **1-05.2 Authority of Assistants and Inspectors**
 15 (June 16, 2006 G&O GSP)

16
 17 This Section is supplemented with the following:

18
 19 The presence or absence of an Inspector at the Work site will be at the sole
 20 discretion of the Contracting Agency and will not in any way relieve the
 21 Contractor of its responsibility to properly perform the Work as required by
 22 the Contract Provisions.

23
 24 The Inspector does not purport to be a safety expert, and is not engaged in
 25 that capacity under this Contract or the Engineer's contract with the
 26 Contracting Agency. The Inspector does not have the authority or the
 27 responsibility to enforce construction safety laws, rules, regulations or
 28 procedures, or to order the stoppage of Work for claimed violations thereof.
 29 From time to time, the Inspector may inform the Contractor of conditions
 30 that may constitute safety issues or violations. Such information will be
 31 provided solely to cooperate with and assist the Contractor and shall not
 32 make the Inspector or the Engineer responsible for the enforcement of
 33 safety laws, rules, regulations or procedures. After receiving information
 34 relating to safety issues from the Resident Engineer, the Contractor shall
 35 make its own examination and analysis of the situation reported and take
 36 such action, if any, that the Contractor determines to be appropriate. The
 37 Inspector's performance of project representation and observation services
 38 shall not make the Inspector responsible for the enforcement of safety laws,
 39 rules, regulations or procedures; nor shall it make the Inspector responsible
 40 for construction means, methods, techniques, sequences, or procedures,
 41 or for the Contractor's failure to properly perform the Work, all of which are
 42 entirely the responsibility of the Contractor.
 43

SPECIAL PROVISIONS - Continued**1-05.4 Conformity With and Deviation from Plans and Stakes**

(January 17, 2022 G&O GSP)

Delete this Section and replace it with the following:

1-05.4(1) Description

The Contractor shall furnish all survey necessary for the construction of this project.

The Contractor shall be responsible for setting, maintaining and resetting (as may be required) all alignment stakes, slope stakes, and grades necessary for the construction of the roadbed, utilities, surfacing, paving, sidewalks, fencing, walls, channelization, pavement markings, signing, etc. Except for the survey control data furnished by the Contracting Agency, any additional calculations, surveying, and measuring required for utilizing and maintaining the necessary lines and grades shall be the Contractor's responsibility. The meaning of words and terms used in this provision shall be as listed in "Definitions of Surveying and Associated Terms" current edition, published by the American Congress on Surveying and Mapping and the American Society of Civil Engineers.

Survey work shall include the following:

1. Establish the centerlines of all alignments, by placing hubs, stakes, nails, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on the alignments spaced at intervals of approximately 50 feet.
2. Establish clearing limits, placing stakes at all angle points and at intermediate points at approximately 50 foot intervals.
3. Establish grading limits, placing slope stakes at centerline increments of approximately 50 feet. Establish offset reference to all slope stakes.
4. Establish the horizontal and vertical location of all sanitary sewer, storm, and water structures features, placing offset stakes to all sanitary sewer, storm, and water structures. An offset line will be staked, for the horizontal sanitary and storm pipe alignment as follows: one stake at 25-foot and one stake at 100-foot station, as measured upstream from structures. Water mains will be staked horizontally at tees, angle points and at approximate 200-foot intervals.

SPECIAL PROVISIONS - Continued

- 1 5. Establish roadbed, surfacing, and sidewalk elevations by
2 placing stakes at the top of subgrade and at the top of each
3 course of surfacing. Subgrade and surfacing stakes shall be
4 set at horizontal intervals not greater than 50 feet in tangent
5 sections, 25 feet in curve sections with a radius less than 10
6 feet, and at 10 foot intervals in intersection radii with a radius
7 less than 10 feet. Transversely, stakes shall be placed at all
8 location where the roadway slope changes and at additional
9 points such that the transverse spacing of stakes is not more
10 than 12 feet.
- 11
- 12 6. Establish intermediate elevation benchmarks as needed to
13 check work throughout the project.
- 14
- 15 7. Provide references for paving pins at approximately 25 to 50
16 foot intervals or provide simultaneous surveying to establish
17 location and elevation of paving pins as they are being placed.
- 18
- 19 8. For all other types of construction, including, but not limited to
20 walls, utility trenching, utility vaults, pedestals, water mains,
21 fire hydrants, fencing, wetland mitigation grading,
22 channelization, and signing, provide staking and layout as
23 necessary to adequately locate, construct, and check the
24 specific construction activity.
- 25

26 The Contractor shall provide the Contracting Agency copies of any
27 calculations and staking data performed by the Contractor when requested
28 by the Engineer.

29

30 Stakes shall be marked in accordance with the Plans. When stakes are
31 needed that are not described in the Plans, then those stakes shall be
32 marked as directed by the Engineer.

33

34 The Contracting Agency is responsible for locating and referencing those
35 monuments shown on the Plans of being removed or destroyed during
36 construction, and preparing the State forms for those monuments. The
37 Contractor shall protect all survey markers, monuments and property
38 corners unless shown otherwise on the Plans. The Contractor shall work
39 to preserve the existing monumentation as provided in RCW 58.09.130
40 and WAC 332-120. The Contractor shall notify the Engineer immediately if
41 it becomes apparent that a survey marker will be disturbed due to
42 construction. The Contractor shall allow 5 working days for the Engineer
43 to acquire adequate information so that the monument, including property
44 corners, may be replaced referenced in its original position prior to
45 disturbance. All cost associated with replacement of monuments that

SPECIAL PROVISIONS - Continued

1 have been disturbed before being referenced due to lack of proper
 2 notification by the Contractor shall be deducted from monies due to the
 3 Contractor.

4
 5 The Contracting Agency will provide the survey for the new monuments and
 6 stamp the bronze plugs. The Contractor shall provide the monument case,
 7 cover, and monument as shown on the Plans. The Contractor shall provide
 8 traffic control sufficient to permit the Engineer to set those points and
 9 elevations that are the responsibility of the Contracting Agency and to
 10 perform random checks of the surveying performed by the Contractor.

11
 12 **1-05.4(2) Payment (New Section)**

13
 14 "Survey," lump sum.

15
 16 The lump sum contract payment shall be full compensation for all costs
 17 incurred by the Contractor in performing the Contract Work in
 18 Section 1-05.4.

19
 20 **1-05.7 Removal of Defective and Unauthorized Work**

21 (June 16, 2006 G&O GSP)

22
 23 This Section is supplemented with the following:

24
 25 If the Contractor fails to remedy defective or unauthorized work within the
 26 time specified in a written notice from the Contracting Agency, or fails to
 27 perform any part of the Work required by the Contract, the Engineer may
 28 correct and remedy such work as may be identified in the written notice with
 29 Contracting Agency forces or by such other means as the Contracting
 30 Agency may deem necessary.

31
 32 If the Contractor fails to comply with a written order to remedy what the
 33 Engineer determines to be an emergency or urgent situation, the
 34 Contracting Agency may have the defective work corrected immediately,
 35 have the rejected work removed and replaced, or have work that the
 36 Contractor refuses or fails to perform completed by others. An emergency
 37 or urgent situation is any situation when, in the opinion of the Engineer, a
 38 delay in taking remedial action could be potentially unsafe and may cause
 39 risk of personal injury, property damage, or economic loss to the public, the
 40 Work, or the Contracting Agency.

41
 42 Direct or indirect costs incurred by the Contracting Agency attributable to
 43 correcting and remedying defective or unauthorized work, or work the
 44 Contractor failed or refused to perform, shall be paid by the Contractor.
 45 Payment will be deducted by the Contracting Agency from monies due, or

SPECIAL PROVISIONS - Continued

1 to become due, the Contractor. Such direct and indirect costs shall include,
 2 without limitation, compensation for additional professional services
 3 required, and costs for repair and replacement of work of others destroyed
 4 or damaged by correction, removal, or replacement of the Contractor's
 5 defective or unauthorized work.

6
 7 No extension of the Contract time or additional compensation will be
 8 allowed because of any delay in the performance of the Work attributable
 9 to the Contracting Agency's exercise of its rights provided by this Section.

10
 11 The rights provided to the Contracting Agency by this Section shall not
 12 diminish the Contracting Agency's right to pursue any other or additional
 13 remedy with respect to the Contractor's failure to perform the Work as
 14 required.

1-05.11 Final Inspection

15
 16 (June 16, 2006 G&O GSP)

17
 18 Delete this Section and replace it with the following:

1-05.11 Final Inspections and Operational Testing (New Section)

19
 20 (June 16, 2006 G&O GSP)

1-05.11(1) Substantial Completion Date

21
 22 When the Contractor considers the Work to be substantially complete, the
 23 Contractor shall notify the Engineer in writing and request that the Engineer
 24 establish the Substantial Completion Date. The Contractor's notice shall
 25 list the specific items of the Work that remain to be completed in order to
 26 achieve physical completion. The Engineer will schedule an inspection of
 27 the Work with the Contractor to determine the status of completion. The
 28 Engineer may also establish the Substantial Completion Date unilaterally.

29
 30 If, after inspection, the Engineer concurs with the Contractor that the Work
 31 is substantially complete and ready for its intended use, the Engineer, by
 32 written notice to the Contractor, will establish the Substantial Completion
 33 Date. If, after inspection, the Engineer does not consider the Work to be
 34 substantially complete and ready for its intended use, the Engineer will
 35 notify the Contractor in writing and provide the reasons therefore.

36
 37 Upon receipt of written notice either establishing the Substantial Completion
 38 Date or informing the Contractor that the Work is not substantially complete,
 39 whichever is applicable, the Contractor shall pursue vigorously, diligently
 40 and without unauthorized interruption, the Work necessary to reach
 41 substantial completion and physical completion of the Work. The
 42
 43
 44
 45

SPECIAL PROVISIONS - Continued

1 Contractor shall provide the Engineer with a revised schedule indicating
2 when the Contractor expects to reach substantial and physical completion
3 of the Work.
4

5 The above process shall be repeated until the Engineer establishes the
6 Substantial Completion Date and the Contractor considers the Work
7 physically complete and ready for final inspection.
8

9 **1-05.11(2) Final Inspection and Physical Completion Date**

10
11 When the Contractor considers the Work to be physically complete and
12 ready for final inspection, the Contractor shall provide written notice to the
13 Engineer requesting a final inspection. The Engineer will then schedule a
14 date for final inspection. The Engineer and the Contractor will then make a
15 final inspection, and the Engineer will notify the Contractor in writing of all
16 particulars in which the final inspection reveals the Work to be incomplete
17 or unacceptable. The Contractor shall immediately take such corrective
18 measures as are necessary to remedy the listed deficiencies. Corrective
19 work shall be pursued vigorously, diligently, and without interruption until
20 the listed deficiencies have been completed. This process will continue until
21 the Contracting Agency is satisfied the listed deficiencies have been
22 corrected and the Work is physically complete.
23

24 If action to correct the listed deficiencies is not initiated within seven days
25 after receipt of the written notice listing the deficiencies, the Contracting
26 Agency may, upon written notice to the Contractor, take whatever steps are
27 necessary to correct those deficiencies pursuant to Section 1-05.7. The
28 Contractor will not be allowed any extension of the Contract time or
29 additional compensation because of a delay in the performance of the Work
30 attributable to the exercise of the Contracting Agency's rights hereunder.
31

32 Upon correction of all deficiencies, the Engineer will notify the Contractor
33 and the Contracting Agency, in writing, of the date upon which the Work was
34 considered physically complete. That date shall constitute the Physical
35 Completion Date of the Contract, but shall not constitute acceptance of the
36 Work or imply that all the obligations of the Contractor under the Contract
37 have been fulfilled.
38
39

SPECIAL PROVISIONS - Continued

1 Add the following new section:
2

3 **1-05.12(1) 2-Year Guarantee Period**
4 (March 8, 2013 G&O GSP)
5

6 The Contractor shall return to the project and repair or replace all defects in
7 workmanship and material discovered within two years after Final
8 Acceptance of the Work. The Contractor shall start Work to remedy any
9 such defects within 7 calendar days of receiving Contracting Agency's
10 written notice of a defect, and shall complete such Work within the time
11 stated in the Contracting Agency's notice. In case of an emergency, where
12 damage may result from delay or where loss of services may result, such
13 corrections may be made by the Contracting Agency's own forces or
14 another contractor, in which case the cost of corrections shall be paid by the
15 Contractor. In the event the Contractor does not accomplish corrections
16 within the time specified, the Work will be otherwise accomplished and the
17 cost of same shall be paid by the Contractor.
18

19 When corrections of defects are made, the Contractor shall then be
20 responsible for correcting all defects in workmanship and materials in the
21 corrected work for two years after acceptance of the corrections by
22 Contracting Agency.
23

24 This guarantee is supplemental to and does not limit or affect the
25 requirements that the Contractor's Work comply with the requirements of
26 the Contract or any other legal rights or remedies of the Contracting Agency.
27

28 **1-05.13 Superintendents, Labor and Equipment of Contractor**
29 (August 14, 2013 APWA GSP)
30

31 Delete the sixth and seventh paragraph of this Section.
32

33 **1-05.15 Method of Serving Notices**
34 (December 30, 2022 APWA GSP)
35

36 Revise the second paragraph to read:
37

38 All correspondence from the Contractor shall be directed to the Project
39 Engineer. All correspondence from the Contractor constituting any
40 notification, notice of protest, notice of dispute, or other correspondence
41 constituting notification required to be furnished under the Contract, must
42 be in paper format, hand delivered or sent via mail delivery service to the
43 Project Engineer's office. Electronic copies such as e-mails or electronically
44 delivered copies of correspondence will not constitute such notice and will
45 not comply with the requirements of the Contract.

SPECIAL PROVISIONS - Continued

1
2 Add the following new section:
3

4 **1-05.16 Water and Power (New Section)**
5 (October 1, 2005 APWA GSP)
6

7 The Contractor shall make necessary arrangements, and shall bear
8 the costs for power and water necessary for the performance of the
9 Work, unless the Contract includes power and water as a pay item.

10
11 **1-06 CONTROL OF MATERIAL**
12

13 **1-06.1 Approval of Materials Prior to Use**
14 (January 11, 2023 G&O GSP)
15

16 This Section is supplemented with the following:
17

18 The Contractor shall be responsible for the accuracy and completeness of
19 the information contained in each QPL and RAM submittal and shall ensure
20 that all material, equipment or method of work shall be as described in the
21 QPL and approved RAM. The Contractor shall verify that all features of all
22 products conform to the requirements of the Contract and Plans. The
23 Contractor shall ensure that there is no conflict with other submittals and
24 specifically notify the Contracting Agency in each case where the
25 Contractor's submittal may affect the work of another contractor or the
26 Contracting Agency. The Contractor shall ensure coordination of submittals
27 among the related crafts and Subcontractors. If the Contractor proposes to
28 provide material, equipment, or a method of work, which deviates from the
29 Contract, the Contractor shall indicate so on the transmittal form
30 accompanying the QPL and/or RAM submittals and submit a written request
31 to the Engineer for approval of the proposed substitution.
32

33 Submittals required for the Work shall include any or all of the following, as
34 required by the Contract:
35

- 36 a. Manufacturer's literature
37 b. Shop drawings
38 c. Material samples
39 d. Test reports
40

41 **Timing of Product Submittals**
42

43 All submittal information shall be sent to the Engineer through the
44 Contractor.
45

SPECIAL PROVISIONS - Continued

1 All submittals shall be provided far enough in advance of installation to allow
2 sufficient time for reviews and necessary approvals.

3
4 The Contractor shall allow at least 14 calendar days for the Engineer's
5 review of all submittals.

6
7 **Number of Submittals**

8
9 The Contractor shall submit four (min.) copies of each QPL and RAM
10 submittal. One (min.) copy will be returned to the Contractor. In lieu of
11 submitting electronic copies the Contractor may submit QPLs and RAMs by
12 hard copy.

13
14 **Resubmittals**

15
16 When a submittal is resubmitted for any reason, it shall be resubmitted
17 referencing the previous RAM # and the number of times it has been
18 resubmitted (RAM # - times resubmitted).

19
20 **Delays**

21
22 All costs of delays caused by the failure of the Contractor to provide
23 submittals in a timely manner will be borne by the Contractor.

24
25 **Payment**

26
27 The cost to prepare and submit submittals, equipment manuals, testing, and
28 materials samples shall be included in the bid prices for various items
29 associated with the required submittals.

30
31 **1-06.1(2) Request for Approval of Material (RAM)**

32 (June 16, 2006 G&O GSP)

33
34 This Section is supplemented with the following:

35
36 **Submittal Information**

37 Shop, catalog, and other appropriate drawings shall be submitted to the
38 Engineer for review prior to fabrication or ordering of all equipment or
39 materials specified. Submittal documents shall be clearly edited to indicate
40 only those items, models, or series of materials or equipment which are
41 being submitted for review. All extraneous materials shall be crossed out or
42 otherwise obliterated.

43
44 Shop drawings shall be submitted in the form of blue-line or black-line prints
45 of each sheet. Blueprint submittals will not be acceptable.

SPECIAL PROVISIONS - Continued

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All shop drawings shall be accurately drawn to a scale sufficiently large enough to show pertinent features and methods of connection or jointing. Figure dimensions shall be used on all shop drawings, as opposed to scaled dimensions.

All shop drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the shop drawings.

1-06.2(1) Samples and Test for Acceptance
(January 11, 2023 G&O GSP)

This Section is supplemented with the following:

The Contractor shall be responsible for all materials testing specified in the Contract Provisions. The materials testing laboratory shall be accredited for performing the various testing methods either by AASHTO R18, AASHTO 150/IEC 17025, or the American Association for Laboratory Accreditation and further approved by the Contracting Agency. Test methods shall be completed in accordance with the current WSDOT Standard Specifications and Construction Manual. The Engineer or the Inspector shall specify the items or areas to be tested. The materials testing laboratory shall send test results directly to the Contracting Agency. Any area that does not meet the material gradation and/or compaction test requirements shall be repaired/replaced at the Contractor's expense. Areas that do not meet compaction test requirements shall be retested at the Contractor's expense. Locations for testing and retesting shall be selected and marked by the Engineer.

The maximum density and optimum moisture content methods shall be in accordance with the Contract Provisions. The frequency and type of testing the Contractor shall provide is listed below:

Trenching

Item	Test	Testing Frequency
Pipe Bedding	Gradation ⁽¹⁾	One for each material source.
	Moisture Density Relationship (Modified Proctor)	One test and any time material changes
Trench Backfill	Gradation ⁽¹⁾	One for each material source.

36
37

SPECIAL PROVISIONS - Continued

Item	Test	Testing Frequency
	In-Place Density ⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾	One every 100 feet of trench and every 2 feet in depth of backfill material.
	Moisture Density Relationship (Modified Proctor) ⁽³⁾	One prior to start of backfilling operations, one every 20 densities and any time material type changes.

1
2
3

Aggregate Materials

Item	Test	Testing Frequency
Crushed Surfacing Base Course	Gradation, SE and Fracture	1 – 2,000 TN.
	Density ⁽¹⁾	One test on every lift on material placed at a frequency of 250 square yards of completed area or one test per 1,000 LF per layer (road).
	Moisture Density Relationship (Modified Proctor)	One test and any time material changes
Crushed Surfacing Top Course	Gradation, SE and Fracture	1 – 2,000 TN.
	Density ⁽¹⁾	One test on every lift on material placed at a frequency of 250 square yards of completed area or one test per 1,000 LF per layer (road).
	Moisture Density Relationship (Modified Proctor)	One test and any time material changes.

4
5

SPECIAL PROVISIONS - Continued

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Hot Mix Asphalt and Asphalt Treated Base

Item	Test	Testing Frequency
Commercial HMA and ATB	Rice Density	1 – project.
HMA Cl. _____ PG _____ Project Quantity ≤ 400 tons	Rice Density	1 – project.
HMA Cl. _____ PG _____ Project Quantity > 400 tons < 800 tons	Rice Density, Gradation, Asphalt Binder Content and Percent Air Voids (Va)	1 – project.
HMA Cl. _____ PG _____ Project Quantity > 800 tons	Rice Density, Gradation, Asphalt Binder Content and Percent Air Voids (Va)	1 – 1,000 TN. ⁽⁵⁾
Commercial HMA, HMA Cl. _____ PG _____, ATB	Compaction ⁽¹⁾	1 – 100 TN.

3
4
5

Hot Mix Asphalt Aggregate⁽⁶⁾

Item	Test	Testing Frequency
Aggregate	SE, Fracture	1 – 2,000 TN.

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- (1) All acceptance tests shall be conducted from in-place samples.
- (2) Additional tests shall be conducted when variations occur due to the Contractor's operations, weather conditions, site conditions, etc.
- (3) All compaction shall be in accordance with the Compaction Control Test of Section 2-03.3(14)D. The nuclear densometer, if properly calibrated, may be used for the required testing frequency and procedures. The densometer shall be calibrated and is recommended for use when the time for complete results becomes critical.
- (4) Depending on soil conditions, it is anticipated that compaction tests will be required at depths of two feet above the pipe and at each additional two feet to the existing surface plus a test at the surface.
- (5) A minimum of three samples, on a random basis, shall be taken and tested.
- (6) Hot mix asphalt aggregate tests are not required for Commercial HMA or for HMA Cl. _____ PG _____ that has a project quantity of ≤ 400 tons.

Payment

All costs to prepare and implement the sample and testing program shall be included in the bid prices for the various items associated with the sample and testing program.

SPECIAL PROVISIONS - Continued**1-06.2(2)B Financial Incentive**

(February 15, 2008 G&O GSP)

Delete the first sentence of the first paragraph of this Section.

1-06.4 Handling and Storing Materials

(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

The Contractor may be required to provide off-site storage of equipment and materials to enable construction to occur at the construction site. The Contractor has full responsibility to secure all off-site storage areas, if needed, and shall include the costs for providing such storage areas in the Proposal for the individual equipment and material bid items requiring off-site storage. All off-site storage areas shall be fenced, secure and have access restricted or withheld from the general public.

1-06.6 Recycled Materials

(January 4, 2016 APWA GSP)

Delete this Section in its entirety.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**1-07.1 Laws to be Observed**

(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

All Work under this Contract shall be performed in a safe manner. The Contractor and all Subcontractors shall observe all rules and regulations of the Washington State Department of Labor and Industries, rules and regulations of OSHA, WISHA or any other jurisdiction, and all other applicable safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and

SPECIAL PROVISIONS - Continued

1 property during performance of the Work. This requirement shall apply
2 continuously and not be limited to normal working hours.

3
4 The Engineer's review of the Contractor's Work plan, safety plan,
5 construction sequence, schedule or performance does not and is not
6 intended to include review or approval of the adequacy of the Contractor's
7 safety measures in, on, or near the construction site. The Engineer does
8 not purport to be a safety expert, is not engaged in that capacity under this
9 Contract, and has neither the authority nor the responsibility to enforce
10 construction safety laws, rules, regulations, or procedures, or to order the
11 stoppage of Work for claimed violations thereof.

12
13 The Contractor shall exercise every precaution at all times for the
14 prevention of accidents and the protection of persons (including employees)
15 and property. All exposed moving parts of equipment capable of inflicting
16 injury by accidental contact shall be protected with sturdy removable guards
17 in accordance with applicable safety regulations.

18 19 **1-07.2 Sales Tax**

20
21 Delete this section, including its subsections, in its entirety and replace it with the
22 following:

23 24 **1-07.2 Sales Tax** 25 (June 27, 2011 APWA GSP)

26
27 The Washington State Department of Revenue has issued special rules
28 on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to
29 clarify those rules. The Contractor should contact the Washington State
30 Department of Revenue for answers to questions in this area. The
31 Contracting Agency will not adjust its payment if the Contractor bases a
32 bid on a misunderstood tax liability.

33
34 The Contractor shall include all Contractor-paid taxes in the unit bid prices
35 or other contract amounts. In some cases, however, state retail sales tax
36 will not be included. Section 1-07.2(2) describes this exception.

37
38 The Contracting Agency will pay the retained percentage (or release the
39 Contract Bond if a FHWA funded project) only if the Contractor has
40 obtained from the Washington State Department of Revenue a certificate
41 showing that all contract-related taxes have been paid (RCW 60.28.051).
42 The Contracting Agency may deduct from its payments to the Contractor
43 any amount the Contractor may owe the Washington State Department of
44 Revenue, whether the amount owed relates to this contract or not. Any
45 amount so deducted will be paid into the proper State fund.

SPECIAL PROVISIONS - Continued

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1-07.2(1) State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the Work.

1-07.2(2) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For Work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a Subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

SPECIAL PROVISIONS - Continued**1-07.2(3) Services**

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

1-07.7 Load Limits

(March 13, 1995 WSDOT GSP)

This Section is supplemented with the following:

If the sources of materials provided by the Contractor necessitate hauling over roads other than Contracting Agency roads, the Contractor shall, at the Contractor's expense, make all arrangements for the use of the haul routes.

1-07.9(5) Required Documents

(January 13, 2023 G&O GSP)

This Section is supplemented with the following:

General

All "Statements of Intent to Pay Prevailing Wages", "Affidavits of Wages Paid" and Certified Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be submitted to the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system. "Statements of Intent to Pay Prevailing Wages", and "Affidavits of Wages Paid" shall also be submitted to the Engineer. When requested by the Engineer, Certified Payrolls shall also be submitted to the Engineer.

1-07.13 Contractor's Responsibility for Work

(March 31, 2010 G&O GSP)

1-07.13(1) General

Delete this Section in its entirety and replace it with the following:

All Work and material for the contract, including any change order work, shall be at the sole risk of the Contractor until the entire improvement has been completed as determined by the Engineer, except as provided in this Section.

The Contractor shall rebuild, repair, restore, and make good all damages to any portion of the permanent or temporary work occurring before the physical completion date and shall bear all the expense to do so.

SPECIAL PROVISIONS - Continued

1 If the performance of the Work is delayed as a result of damage by others,
2 an extension of time will be evaluated in accordance with Section 1-08.8.

3
4 Nothing contained in this Section shall be construed as relieving the
5 Contractor of responsibility for, or damage resulting from, the Contractor's
6 operations or negligence, nor shall the Contractor be relieved from full
7 responsibility for making good any defective Work or materials as provided
8 for under Section 1-05.

9

10 **1-07.16 (1) Private/Public Property**
11 (August 1, 2009 G&O GSP)

12

13 This Section is supplemented with the following:

14

15 The Contractor shall keep the Work site, staging areas, and Contractor's
16 facilities clean and free from rubbish and debris. Materials and equipment
17 shall be removed from the site when they are no longer necessary.

18

19 **Damage and Claims**

20

21 Along the street to be improved there are privately owned improvements on
22 the properties abutting the right-of-way. Even though all reasonable
23 precaution is to be taken by the Contractor, these improvements may in
24 some instances be damaged. In the event such occurs, and claims for
25 damages are filed by the property owners, the Contracting Agency will
26 request the Contractor to provide evidence that the Contractor has
27 requested its insurance company to contact the claimant. Any settlement
28 for claims for damage to private property shall be by and between the
29 claimant, the Contractor, and the Contractor's insurance company.

30

31 **1-07.17 Utilities and Similar Facilities**
32 (April 2, 2007 WSDOT GSP)

33

34 This Section is supplemented with the following:

35

36 Locations and dimensions shown in the Plans for existing facilities are in
37 accordance with available information obtained without uncovering,
38 measuring, or other verification.

39

40 **Utility Locations**

41

42 The following addresses and telephone numbers of utility companies known
43 or suspected of having facilities within the project limits are supplied for the
44 Contractor's convenience.

45

SPECIAL PROVISIONS - Continued

Gas and Power Puget Sound Energy Jeff McMeekin P.O. Box 90868 Bellevue, WA 98009-0868 Tel. (425) 462-3824 Emergency (800) 552-7171	Water and Sewer City of Bellevue Paige Yound (425) 452-2067 pyoung@bellevuewa.gov
Telecommunications Comcast Jill Look 3414 California Street Everett, WA 98201 Tel. (425) 317-9601 Cell (206) 396-6032	Telecommunications CenturyLink Jennifer Johnson 1550 Newport Way NW Issaquah, WA 98027 Tel. (206) 346-6537 Cell (206) 941-0368

1-07.17(2) Utility Construction, Removal, or Relocation by Others
 (July 20, 2020 G&O GSP)

Delete this Section in its entirety and replace with the following:

Any authorized agent of the Contracting Agency or utility owners may enter the right-of-way to repair, rearrange, alter, or connect their equipment. The Contractor shall cooperate with such effort and shall avoid creating delays or hindrances to those doing the Work. As needed, the Contractor shall arrange to coordinate work schedules.

The Contractor shall carry out the Work in a way that will minimize interference and delay for all forces involved. Any costs incurred prior to the utility owners anticipated completion (or if no completion is specified, within a reasonable period of time) that results from the coordination and prosecution of the Work regarding utility adjustment, relocation, replacement, or construction shall be at the Contractor's expense as provided in Section 1-05.14.

The Contractor shall coordinate all work with the various utility companies and their Contractors. The Contractor, when scheduling his work crews, shall use production rates that anticipate the need to provide block-outs and/or gaps in the driveways, curb and gutter, and/or pavement sections where existing utility structures currently exist, and then come back at a later time to construct the missing sections after the utility has been relocated or adjusted by the applicable utility. The Contractor shall assume that the utilities will not be relocated prior to construction of this project nor at his convenience during the course of construction. As such, the Contractor shall assume such, and schedule his crews and his Subcontractors to remobilize to the various sites and temporarily relocate

SPECIAL PROVISIONS - Continued

1 his or his Subcontractor's crews to other areas of the project and complete
 2 other unaffected portions of the project in order to coordinate the relocation
 3 of the utilities with the various utility companies. There shall be no additional
 4 money or time due the Contractor for leaving gaps or for block-out
 5 construction, remobilization, demobilization, out of sequence construction,
 6 relocation of work crews, and construction of curb, gutter, or driveway
 7 patches after the utility has been relocated. It is the intent of these
 8 Specifications that the Contractor diligently pursue other work on the site
 9 when such conflicts occur and recognize and plan for the inherent
 10 inefficiencies and impaired production rates.

Payment

11
 12
 13
 14 All costs to comply with this Section and repair specified in this Section,
 15 unless otherwise stated, are incidental to the Contract and are the
 16 responsibility of the Contractor. The Contractor shall include all related
 17 costs in the bid prices of the Contract.

18
 19 **1-07.18 Public Liability and Property Damage Insurance**
 20 (May 15, 2023 G&O GSP)

21
 22 Delete this Section and replace it with the following:

1-07.18(1) General Requirements

- 23
 24
 25
 26 A. The Contractor shall procure and maintain insurance described in all
 27 subsections of 1-07.18 of these Special Provisions, from insurers
 28 with a current A.M. Best rating not less than A – VII and licensed to
 29 do business in the state of Washington. The Contracting Agency
 30 reserves the right to approve or reject the insurance provided, based
 31 on the insurer (including financial condition), terms and coverage, the
 32 Certificate of Insurance, and/or endorsements.
 33
 34 B. The Contractor shall keep this insurance in force during the term of
 35 the Contract and for thirty (30) days after the Physical Completion
 36 Date, unless otherwise indicated.
 37
 38 C. All insurance coverage required by this section shall be written and
 39 provided by "occurrence-based" policy forms rather than by "claims
 40 made" forms.
 41
 42 D. The insurance policies shall contain a "cross liability" provision.
 43
 44 E. The Contractor's and all Subcontractors' insurance coverage shall
 45 be primary and non-contributory insurance as respects the

SPECIAL PROVISIONS - Continued

1 Contracting Agency's insurance, self-insurance, or insurance pool
 2 coverage. Any insurance, self-insurance or self-insured pool
 3 coverage maintained by the Contracting Agency shall be excess of
 4 the Contractor's insurance and shall not contribute with it.
 5

6 F. The Contractor shall provide the Contracting Agency and all
 7 Additional Insured with written notice of any policy cancellation and
 8 the date of effective cancellation within 2 business days of receipt.
 9

10 G. The Contractor shall not begin work under the Contract until the
 11 required insurance has been obtained and approved by the
 12 Contracting Agency.
 13

14 H. Failure on the part of the Contractor to maintain the insurance as
 15 required shall constitute a material breach of Contract, upon which
 16 the Contracting Agency may, after giving five business days notice to
 17 the Contractor to correct the breach, immediately terminate the
 18 Contract or, at its discretion, procure or renew such insurance and
 19 pay any and all premiums in connection therewith, with any sums so
 20 expended to be repaid to the Contracting Agency on demand, or at
 21 the sole discretion of the Contracting Agency, offset against funds
 22 due the Contractor from the Contracting Agency.
 23

24 I. All costs for insurance shall be incidental to and included in the unit
 25 or lump sum prices of the Contract and no additional payment will be
 26 made.
 27

1-07.18(2) Additional Insured

28
 29 All insurance policies, with the exception of Workers Compensation, shall
 30 name the following listed entities as additional insured(s) using the forms or
 31 endorsements required herein:
 32

- 33
- 34 • The Contracting Agency and its officers, elected/appointed
- 35 officials, employees, agents, and volunteers;
- 36 • Gray & Osborne, Inc.
- 37

38 The above-listed entities shall be additional insured(s) for the full available
 39 limits of liability maintained by the Contractor, irrespective of whether such
 40 limits maintained by the Contractor are greater than those required by this
 41 Contract, and irrespective of whether the Certificate of Insurance provided
 42 by the Contractor pursuant to 1-07.18(4) describes limits lower than those
 43 maintained by the Contractor.
 44

SPECIAL PROVISIONS - Continued**1-07.18(3) Subcontractors**

Contractor shall ensure that each Subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall provide evidence of such insurance.

1-07.18(4) Verification of Coverage

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the Work. The certificate and endorsements must conform to the following requirements:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent. The certificate or an endorsement form shall indicate the Contractor's insurance is primary and non-contributory.
2. The Contractor shall obtain endorsement forms CG 2010 10 01, CG 2032 04 13 and CG 2037 04 13 or the equivalent of each, naming the Contracting Agency and all other entities listed in 1-07.18(2) as Additional Insured(s) and showing the policy number. If the Contractor is unsuccessful in securing these endorsements after exerting commercially reasonable efforts, the Contractor shall obtain other endorsements providing equivalent protection to the Additional Insured. Commercially reasonable efforts shall be evidenced by a signed statement by the Contractor's insurance broker indicating that endorsement forms CG 2010 10 01, CG 2032 04 13 and CG 2037 04 13 are not available and the endorsements submitted provide equivalent protection to the Additional Insured.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements; actual endorsements must be submitted.

Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk Insurance is required on this project, a full and certified copy of that

SPECIAL PROVISIONS - Continued

1 policy is required when the Contractor delivers the signed Contract
 2 for the Work.

3

4 **1-07.18(5) Coverages and Limits**

5

6 The insurance shall provide the minimum coverages and limits set forth
 7 below. Providing coverage in these stated minimum limits shall not be
 8 construed to relieve the Contractor from liability in excess of such limits. All
 9 deductibles and self-insured retentions must be disclosed and are subject
 10 to approval by the Contracting Agency. The cost of any claim payments
 11 falling within the deductible shall be the responsibility of the Contractor.

12

13 **1-07.18(5)A Commercial General Liability**

14

15 Commercial General Liability insurance shall be written on coverage forms
 16 at least as broad as ISO occurrence form CG 00 01, including but not limited
 17 to liability arising from premises, operations, stop gap liability, independent
 18 contractors, products-completed operations, personal and advertising
 19 injury, and liability assumed under an insured contract. There shall be no
 20 exclusion for liability arising from explosion, collapse or underground
 21 property damage.

22

23 The Commercial General Liability insurance shall be endorsed to provide a
 24 per project general aggregate limit, using ISO form CG 25 03 05 09 or an
 25 equivalent endorsement.

26

27 Contractor shall maintain Commercial General Liability Insurance arising
 28 out of the Contractor's completed operations for at least three years
 29 following Substantial Completion of the Work.

30

31 Such policy must provide the following minimum limits:

32

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury, each offence
- \$1,000,000 Stop Gap/Employers' Liability

33

34

SPECIAL PROVISIONS - Continued**1-07.18(5)B Automobile Liability**

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if “pollutants” are to be transported. Such policy(ies) must provide the following minimum limit:

\$1,000,000 combined single limit each accident

1-07.18(5)C Workers’ Compensation

The Contractor shall comply with Workers’ Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

1-07.18(5)D Excess or Umbrella Liability

The Contractor shall provide Excess or Umbrella Liability coverage with limits not less than \$2 million per occurrence and annual aggregate. This excess or umbrella liability coverage shall be excess over and at least as broad in coverage as the Contractor’s Commercial General and Auto Liability insurance.

This requirement may be satisfied instead through the Contractor’s primary Commercial General and Automobile Liability coverage, or any combination thereof.

1-07.18(5)E Builders Risk Insurance

The Contractor shall purchase and maintain Builders Risk insurance covering interests of the Contracting Agency, the Contractor, Subcontractors, and lower tier Subcontractors in the work. Builders Risk shall be required for all structures on the project. A structure is any equipment, facility, building, bridge, retaining wall, or tank extending four feet or more above adjacent grade; or any facility less than four feet above adjacent grade, and containing more than \$50,000 worth of electrical or mechanical equipment. Poles, light standards, or antenna less than 50 feet in height and less than two feet in diameter shall not be considered structures. Builders Risk insurance, when required, shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief and collapse. The Builders Risk insurance, when required, shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. Such insurance shall cover “soft costs” including but not limited to design costs, licensing fees, and architect’s and engineer’s fees. Builders Risk insurance shall be written

SPECIAL PROVISIONS - Continued

1 in the amount of the completed value of the applicable portions of the
 2 project, with no coinsurance provisions.

3
 4 The Builders Risk insurance covering the Work shall have a deductible of
 5 \$5,000 for each occurrence, which will be the responsibility of the
 6 Contractor. Higher deductibles for flood, earthquake and all other perils
 7 may be accepted by the Contracting Agency upon written request by the
 8 Contractor and written acceptance by the Contracting Agency. Any
 9 increased deductibles accepted by the Contracting Agency will remain the
 10 responsibility of the Contractor.

11
 12 The Builders Risk insurance shall be maintained until the Physical
 13 Completion Date.

14
 15 The Contractor and the Contracting Agency waive all rights against each
 16 other and any of their Subcontractors, lower tier Subcontractors, agents and
 17 employees, each of the other, for damages caused by fire or other perils to
 18 the extent covered by Builders Risk insurance or other property insurance
 19 applicable to the work. The policies shall provide such waivers by
 20 endorsement or otherwise.

21
 22 Liability for facilities not covered by Builders Risk shall remain the
 23 responsibility of the contractor.

24
 25 **1-07.23 Public Convenience and Safety**

26
 27 **1-07.23(1) Construction Under Traffic**

28 (May 2, 2017 G&O GSP)

29
 30 Delete the second paragraph of this Section and replace it with the following:

31
 32 To disrupt public traffic as little as possible, the Contractor shall permit traffic
 33 to pass through the Work with the least possible inconvenience or delay.
 34 The Contractor shall maintain existing roads, streets, sidewalks, and paths
 35 within the project limits, keeping them open, and in good, clean, safe
 36 condition at all times. Accessibility to existing or temporary pedestrian push
 37 buttons shall not be impaired. Deficiencies caused by the Contractor's
 38 operations shall be repaired at the Contractor's expense. Deficiencies not
 39 caused by the Contractor's operations shall be repaired by the Contractor
 40 when directed in writing by the Engineer, at the Contracting Agency's
 41 expense. The Contractor shall also maintain roads, streets, sidewalks, and
 42 paths adjacent to the project limits when affected by the Contractor's
 43 operations. Snow and ice control will be performed by the Contracting

SPECIAL PROVISIONS - Continued

1 Agency or the Project will be shutdown at the Contracting Agency's
2 discretion. The Contractor shall perform the following:

- 3
- 4 1. Remove or repair any condition resulting from the Work that
5 might impede traffic or create a hazard.
- 6
- 7 2. Keep existing traffic signal and street lighting systems in
8 operation as the Work proceeds.
- 9
- 10 3. Maintain the striping on the roadway.
- 11
- 12 4. Maintain existing permanent signing.
- 13
- 14 5. Keep drainage systems clean and allow for unobstructed flow
15 of water.
- 16

1-07.24 Rights of Way

17 (July 20, 2020 G&O GSP)

18 Delete this section in its entirety, and replace it with the following:

19

20

21

22 Street right of way lines, limits of easements, and limits of construction
23 permits are indicated in the Plans. The Contractor's construction activities
24 shall be confined within these limits, unless arrangements for use of private
25 property are made.

26

27 Generally, the Contracting Agency will have obtained, prior to bid opening,
28 all rights of way and easements, both permanent and temporary, necessary
29 for carrying out the Work. Exceptions to this are noted in the Bid Documents
30 or will be brought to the Contractor's attention by a duly issued Addendum.

31

32 Whenever any of the Work is accomplished on or through property other
33 than public right of way, the Contractor shall meet and fulfill all covenants
34 and stipulations of any easement agreement obtained by the Contracting
35 Agency from the owner of the private property. Copies of the easement
36 agreements may be included in the Contract Provisions or made available
37 to the Contractor as soon as practical after they have been obtained by the
38 Engineer.

39

40 The Contractor shall not proceed with any portion of the Work in areas
41 where right of way, easements or rights of entry have not been acquired
42 until the Engineer certifies to the Contractor that the right of way or
43 easement is available or that the right of entry has been received.

44

SPECIAL PROVISIONS - Continued

1 The Contractor shall be responsible for providing, without expense or
 2 liability to the Contracting Agency, any additional land and access thereto
 3 that the Contractor may desire for temporary construction facilities, storage
 4 of materials, or other Contractor needs. However, before using any private
 5 property, whether adjoining the Work or not, the Contractor shall file with
 6 the Engineer a written permission of the private property owner, and, upon
 7 vacating the premises, a written release from the property owner of each
 8 property disturbed or otherwise interfered with by reasons of construction
 9 pursued under this contract. The statement shall be signed by the private
 10 property owner, or proper authority acting for the owner of the private
 11 property affected, stating that permission has been granted to use the
 12 property and all necessary permits have been obtained or, in the case of a
 13 release, that the restoration of the property has been satisfactorily
 14 accomplished. The statement shall include the parcel number, address,
 15 and date of signature. Written releases must be filed with the Engineer
 16 before the Completion Date will be established.

PUBLIC NOTIFICATION

17
 18
 19
 20 Each property owner shall be given a minimum of 2 working days notice
 21 prior to entry upon the owner's property by the Contractor. This includes
 22 entry onto easements and private property where private improvements
 23 must be adjusted.

24
 25 The Contractor shall notify all residents and businesses within 300 feet from
 26 the edge of the Work area prior to performing any Work under this Contract.

27
 28 Notification shall be made to ensure that:

- 29
 30 1. Parked vehicles are moved;
 31
 32 2. The public is aware that access may be temporarily impeded;
 33
 34 3. The public is aware that private improvements within the Work
 35 area may be impacted.
 36

37 Notification shall be as follows:

- 38
 39 A. Pre-notification to residents, and businesses shall be provided
 40 indicating the Contractor's intended construction schedule.
 41 This notification shall precede the Work by a minimum of
 42 10 calendar days. Wording shall be approved by the
 43 Contracting Agency prior to the performance of any Work.
 44

SPECIAL PROVISIONS - Continued

- 1 B. Final notification shall state the exact construction start date,
2 after which any private improvements that remain within the
3 right-of-way and/or easements will be subject to removal or
4 relocation by the Contractor as indicated on the Plans and
5 Section 1-07.16. This notification shall be made a minimum
6 of 2 working days in advance of the construction start date.

7
8 Any delay or shut down in the continuous prosecution of the Work, as
9 specified, shall require another notification as described herein.

10
11 **Payment**

12
13 All costs to comply with this Section are incidental to the Contract and are
14 the responsibility of the Contractor. The Contractor shall include all related
15 costs in the bid prices of the Contract.

16
17 **1-08 PROSECUTION AND PROGRESS**

18
19 Add the following new section:

20
21 **1-08.0 Preliminary Matters (New Section)**
22 (May 25, 2006 APWA GSP)

23
24 **1-08.0(1) Preconstruction Conference**
25 (October 10, 2008 G&O GSP)

26
27 Prior to the Contractor beginning the Work, a preconstruction conference
28 will be held between the Contractor, the Contracting Agency, the Engineer
29 and such other persons as may be invited. The purpose of the
30 preconstruction conference will be:

- 31
32 1. To review the initial progress schedule;
33
34 2. To establish a working understanding among the various
35 persons associated with or affected by the Work;
36
37 3. To establish and review procedures for progress payment,
38 notifications, approvals, submittals, etc.;;
39
40 4. To establish normal working hours for the Work;
41
42 5. To review traffic control; and
43
44 6. To discuss such other related items as may be pertinent to the
45 Work.

SPECIAL PROVISIONS - Continued

1

2

The Contractor shall prepare and submit the following to the Engineer at the preconstruction meeting:

3

4

5

1. Breakdown of all lump sum items in the Proposal;

6

7

2. A preliminary schedule for working drawing submittals; and

8

9

3. A list of material sources for approval, if applicable.

10

11

Add the following new section:

12

13

1-08.0(2) Hours of Work

14

(December 8, 2014 APWA GSP)

15

16

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

17

18

19

20

21

22

23

24

25

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

26

27

28

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 48 hours prior to the day(s) the Contractor is requesting to change the hours.

29

30

31

32

33

34

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

35

36

37

38

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the Work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party

39

40

41

42

43

44

45

SPECIAL PROVISIONS - Continued

1 consultants when, in the opinion of the Engineer, such work
2 necessitates their presence.)

3
4 2. Considering the Work performed on Saturdays, Sundays, and
5 holidays as working days with regard to the contract time.

6
7 3. Considering multiple work shifts as multiple working days with
8 respect to contract time even though the multiple shifts occur in a
9 single 24-hour period.

10
11 4. If a 4-10 work schedule is requested and approved the non working
12 day for the week will be charged as a working day.

13
14 5. If Davis Bacon wage rates apply to this Contract, all requirements
15 must be met and recorded properly on certified payroll

1-08.1 Subcontracting**1-08.1(7)A Payment Certification**

18
19 (December 30, 2022 APWA GSP)

20
21
22 Revise this Section to read "Vacant."

1-08.3(2)A Type A Progress Schedule

23
24 (December 30, 2022 APWA GSP)

25
26
27 Revise this section to read:

28
29 The Contractor shall submit one copy of a Type A Progress Schedule no
30 later than at the preconstruction conference, or some other mutually agreed
31 upon submittal time. The schedule may be a critical path method (CPM)
32 schedule, bar chart, or other standard schedule format. Regardless of which
33 format used, the schedule shall identify the critical path. The Engineer will
34 evaluate the Type A Progress Schedule and approve or return the schedule
35 for corrections within 15 calendar days of receiving the submittal.

1-08.3(2)D Weekly Look-Ahead Schedule

36
37 (August 2009 G&O GSP)

38
39
40 This Section is supplemented with the following:

41
42 The Contractor shall attend a weekly construction meeting with the
43 Contracting Agency. The meeting will include discussion of the weekly
44 look-ahead schedule, status of the Work, utility coordination, and traffic

SPECIAL PROVISIONS - Continued

1 control. The Contractor's superintendent/foreman shall attend and
2 participate in the weekly construction meeting.
3

1-08.4 Prosecution of Work

4 (January 13, 2023 G&O GSP)
5
6

7 Delete the first sentence of this Section and replace with the following:
8

9 The Contract time shall begin on the first working day following the 10th
10 calendar day after the issuance of the written notice to proceed or the first
11 day on which the Contractor begins to perform Work on the site, whichever
12 first occurs.
13

1-08.5 Time for Completion

14 (May 4, 2022 G&O GSP)
15
16

17 Delete this Section in its entirety and replace with the following:
18

19 The Contractor shall complete all Contract Work within the number of
20 working days stated in the Contract Provisions or as extended by the
21 Engineer in accordance with Section 1-08.8. Every day will be counted as
22 a working day unless it is a nonworking day or an Engineer determined
23 unworkable day. A nonworking day is defined as a Saturday, a Sunday, a
24 day on which the Contract specifically suspends Work, or one of these
25 holidays: January 1, the third Monday of January, the third Monday of
26 February, Memorial Day, June 19, July 4, Labor Day, November 11,
27 Thanksgiving, the day after Thanksgiving, and Christmas Day. When any
28 of these holidays fall on a Sunday, the following Monday shall be counted
29 a nonworking day. When the holiday falls on a Saturday, the preceding
30 Friday shall be counted a nonworking day. The days between December 25
31 and January 1 will be classified as nonworking days, provided the
32 Contractor actually suspends performance of the Work.
33

34 Any unworkable day is defined as a half or whole day the Engineer declares
35 to be unworkable because of weather or conditions caused by the weather
36 that prevents satisfactory and timely performance of the Work. If the
37 Contractor works, regardless of the weather, that day shall be counted as a
38 working day. Other conditions beyond the control of the Contractor may
39 qualify for an extension of time in accordance with Section 1-08.8.
40

41 The Contract time shall begin on the first working day following the 10th
42 calendar day after the issuance of the written notice to proceed or the first
43 day on which the Contractor begins to perform Work on the site, whichever
44 first occurs. The Contract Provisions may specify another starting date for

SPECIAL PROVISIONS - Continued

1 the Contract time, in which case time will begin on the starting date
2 specified.

3

4 Each working day shall be charged to the Contract as it occurs until the
5 Work is physically complete. If requested by the Contractor in writing, the
6 Engineer will provide the Contractor with a weekly statement that shows the
7 number of working days: (1) charged to the Contract the week before; (2)
8 specified for the substantial and physical completion of the Contract; and
9 (3) remaining for the substantial and physical completion of the Contract.
10 The statement will also show the nonworking days and any partial or whole
11 days that the Engineer determines to be unworkable. If the Contractor
12 disagrees with any statement issued by the Engineer, the Contractor shall
13 submit a written protest within 10 calendar days after the date of the
14 statement. The protest shall be sufficiently detailed to enable the Engineer
15 to ascertain the basis for the dispute and the amount of time disputed. Any
16 statement that is not protested by the Contractor as required in this Section
17 shall be deemed as having been accepted. If the Contractor elects to work
18 10 hours a day for four days a week (a 4-10 schedule), the fifth day of the
19 week of that week will be charged as a working day if that day would be
20 chargeable as a working day if the Contractor had not elected to utilize the
21 4-10 schedule.

22

23 The Engineer will give the Contractor written notice of the Completion Date
24 of the Contract after all of the Contractor's obligations under the Contract
25 have been performed by the Contractor. The following events must occur
26 before the Completion Date will be established:

27

- 28 1. The physical Work on the project must be complete; and
- 29
- 30 2. The Contractor must furnish all documentation required by the
31 Contract and required by law, to allow the Contracting Agency
32 to process final acceptance of the Contract. The following
33 documents must be received by the Project Engineer prior to
34 establishing a Completion Date:
 - 35 a. Certified payrolls (per Section 1-07.9(5));
 - 36
 - 37 b. Material acceptance certification documents;
 - 38
 - 39 c. Final Contract Voucher certification;
 - 40
 - 41 d. Property owner releases required by Section 1-07.24.
 - 42
 - 43

SPECIAL PROVISIONS - Continued

- 1 e. Affidavits of Wages Paid for the Contractor and all
- 2 Subcontractors must be submitted to the Contracting
- 3 Agency.
- 4
- 5 f. A copy of the Notice of Termination sent to the
- 6 Washington State Department of Ecology (Ecology);
- 7 the elapse of 30 calendar days from the date of receipt
- 8 of the Notice of Termination by Ecology; and no
- 9 rejection of the Notice of Termination by Ecology. This
- 10 requirement will not apply if the Construction
- 11 Stormwater General Permit is transferred back to the
- 12 Contracting Agency in accordance with
- 13 Section 8-01.3(16).
- 14

1-08.8 Extension of Time
(February 15, 2008 G&O GSP)

Delete Item 6 of the third paragraph and replace it with the following:

- 15
- 16
- 17
- 18
- 19
- 20 6. If the actual quantity of Work performed for a bid item was more than
- 21 the original Plan quantity and increased the duration of a critical
- 22 activity, and if the total extended bid price for that item at time of
- 23 award was equal to or greater than 10 percent of the total Contract
- 24 price at time of award. Extensions of time will be limited to only those
- 25 bid items where the quantity exceeded the original Plan quantity by
- 26 25 percent or more.
- 27

1-08.9 Liquidated Damages
(June 16, 2006 G&O GSP)

Delete this Section and replace it with the following:

32
33 Time is of the essence of this Contract. All of the Work shall be completed
34 within the time limits set forth in the Contract, and the Contractor's
35 unexcused failure to do so shall result in liquidated damages being
36 assessed as provided in the Contract Provisions.

- 37
- 38 a. The Contractor acknowledges that the Contracting Agency will suffer
- 39 monetary damages in the event of an unexcused delay in the
- 40 substantial completion and physical completion of the Work. If the
- 41 Contractor fails, without excuse under the Contract, or otherwise
- 42 refuses to complete the Work within the Contract time, or any
- 43 extension thereof granted by the Contracting Agency, the Contractor
- 44 agrees to pay to the Contracting Agency the amount specified in the
- 45 Contract Provisions, not as a penalty, but as liquidated damages for

SPECIAL PROVISIONS - Continued

1 such breach of the Contract, for each day that the Contractor shall
 2 be in default after the time stipulated in the Contract for substantial
 3 completion and physical completion of the Work.

- 4
 5 b. The amount of liquidated damages is fixed and agreed upon by and
 6 between the Contractor and the Contracting Agency because of the
 7 impracticability and extreme difficulty of determining the actual
 8 damages that the Contracting Agency would sustain. The amount of
 9 liquidated damages is specifically agreed to be a reasonable
 10 approximation of the damages which the Contracting Agency would
 11 sustain as a result of an unexcused delay in the substantial
 12 completion and the physical completion of the Work. The
 13 Contracting Agency may retain liquidated damages from progress
 14 payments that otherwise would be due to the Contractor.

1-09 MEASUREMENT AND PAYMENT**1-09.2(1) General Requirements for Weighing Equipment**

17
 18 (December 30, 2022 APWA GSP, Option 2)
 19

20
 21 Revise item 4 of the fifth paragraph to read:

- 22
 23 4. Test results and scale weight records for each day's hauling
 24 operations are provided to the Engineer daily. Reporting shall utilize
 25 WSDOT form 422-027, Scaleman's Daily Report, unless the printed
 26 ticket contains the same information that is on the Scaleman's Daily
 27 Report Form. The scale operator must provide AM and/or PM tare
 28 weights for each truck on the printed ticket.

1-09.2(5) Measurement

29
 30 (December 30, 2022 APWA GSP)
 31

32
 33 Revise the first paragraph to read:

34
 35 **Scale Verification Checks** – At the Engineer's discretion, the Engineer
 36 may perform verification checks on the accuracy of each batch, hopper, or
 37 platform scale used in weighing contract items of Work.
 38

SPECIAL PROVISIONS - Continued**1-09.6 Force Account**

(January 17, 2023 G&O GSP)

Delete this Section and replace it with the following:

The terms of the Contract or of a change order may call for work or material to be paid for by force account. If so, then the force account work will be paid for as described in paragraph c below.

The cost to be included in the equitable adjustment for any changes directed or approved in accordance with Section 1-04.4, will be determined by one or more of the following methods:

- a. Contract unit bid prices previously approved; or
- b. If there are no unit bid prices, an agreed lump sum; or
- c. If the amount of the adjustment cannot be agreed upon in advance or in the manner provided in subparagraph a. or b. above, the cost will be determined by the actual cost of:

1. Labor including working foremen. Labor rates will include the basic wage and fringe benefits, current rates for Federal Insurance Compensation Act (FICA), Federal Unemployment Tax Act (FUTA) and State Unemployment Tax Act (SUTA), and the company's present rates for medical aid and industrial insurance premiums. Labor reimbursement calculations will be based on a "Labor List" (List) prepared and submitted by the Contractor and any Subcontractor before the Contractor commences force account Work. The Engineer may compare the List to payrolls and other documents and may at any time, require the Contractor to submit a new List.

In the event that an acceptable List is not received by the time that force account calculations are begun, the Engineer will develop a List unilaterally, utilizing the best data available;

2. Materials and equipment incorporated permanently into the Work;
3. The ownership or rental cost of equipment during the time of use on the extra Work. Equipment rates shall

SPECIAL PROVISIONS - Continued

1 be as set forth in the then current AGC/WSDOT
 2 Equipment Rental Agreement. These rates shall be full
 3 compensation for all costs incidental to furnishing and
 4 operating the equipment. The Contractor shall submit
 5 copies of applicable portions of the AGC/WSDOT
 6 Equipment Rental Agreement to the Engineer. The
 7 rates listed in the Rental Rate Blue Book (as modified
 8 by the current AGC/WSDOT Equipment Rental
 9 Agreement) shall be full compensation for all fuel, oil,
 10 lubrication, ordinary repairs, maintenance, and all other
 11 costs incidental to furnishing and operating the
 12 equipment except labor for operation; plus

13
 14 4. Overhead and Profit as follows:

15
 16 For Work performed by the Contractor, an amount to
 17 be agreed upon but not to exceed 15 percent of the
 18 labor, material, and equipment cost agreed to by the
 19 Engineer as compensation for supervision, small tools,
 20 provisions for safety, home office and field overhead,
 21 profit and other general conditions expenses,
 22 including, but not limited to, insurance, bonds and
 23 business & occupation taxes.

24
 25 For Subcontractor work, the Subcontractor will be
 26 allowed an amount to be agreed upon but not to
 27 exceed 15 percent of the labor, material, and
 28 equipment cost agreed to by the Engineer as
 29 compensation for supervision, small tools, provisions
 30 for safety, home office and field overhead, profit and
 31 other general conditions expenses, including, but not
 32 limited to, insurance, bonds and business & occupation
 33 taxes. The Contractor will be allowed an additional
 34 markup of 10 percent to compensate the Contractor for
 35 all administrative costs, including home office and field
 36 overhead, profit, bonds, insurance, business &
 37 occupation taxes and any other costs incurred.

38
 39 In no case will the total fixed fee for the Contractor, all
 40 Subcontractors of all tiers exceed 30 percent.
 41

SPECIAL PROVISIONS - Continued**1-09.7 Mobilization**

(June 6, 2006, G&O GSP)

Delete the second and third paragraph of this Section. This Section is supplemented with the following:

Throughout construction and until the Physical Completion Date, the Contractor shall thoroughly comb and search the Work site and surrounding area and remove any waste construction material, empty containers, litter and other debris, whether or not deposited by the Contractor, and tidy up the surrounding general area to make it neat in appearance.

ROUTINE CLEANING**A. General:**

1. Maintain all stored materials and equipment in an orderly fashion allowing maximum access, not impeding drainage, pedestrian or vehicle traffic.
2. Do not allow the accumulation of scrap, waste material, used containers, debris and other items not required for the Work.
3. At least once a week, and more often if necessary, completely remove all scrap, debris, and waste material from the Work site.
4. Provide adequate storage for all materials awaiting removal from the Work site, observing all requirements for fire protection and protection of the environment.

B. Site:

1. Daily, and more often if necessary, inspect the Work site and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage until they can be disposed of.
2. Weekly, and more often if necessary, inspect the arrangement of all materials and equipment stored on the Work site, re-stack, tidy or otherwise rearrange them to meet the requirements above.
3. Maintain the Work site at all times in a neat and orderly condition meeting the approval of the Contracting Agency.

SPECIAL PROVISIONS - Continued

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FINAL CLEANING**A. General:**

Prior to final inspection, remove from the Work site all tools, surplus materials, equipment, scrap, debris and waste. The Contractor shall thoroughly comb and search the surrounding area and remove any debris of any kind and tidy up the general area to make it neat in appearance, including removal of debris not deposited by the Contractor's operations.

Payment

"Mobilization, Cleanup, and Demobilization," lump sum.

The lump sum contract payment shall be full compensation for all costs incurred by the Contractor in performing the Contract Work defined in this Section. Payment for this item shall be made as follows:

1. Fifty percent of this item will be included in the first monthly pay estimate after the Contractor is in full operation and construction of the Work has began;
2. Forty percent of this item will be proportioned equally (based on the number of working days in the Contract) and included in each monthly pay estimate submitted by the Contractor. The Contractor shall provide regular and ongoing cleanup. Failure of the Contractor to provide regular ongoing cleanup will be cause for permanent forfeiture of the monthly payment for each month that the cleanup is not performed as required. If cleanup is not performed during a monthly pay period, it shall not be subject to reimbursement under any following monthly pay estimate, and the lump sum amount due will be adjusted accordingly.
3. Ten percent of this item will be included in the estimate issued when the Physical Completion Date is achieved, including the removal of all equipment from the Work site.

SPECIAL PROVISIONS - Continued**1-09.8 Payment for Material on Hand**

(June 16, 2006 G&O GSP)

Delete the first paragraph of this Section and replace it with the following:

The Contracting Agency may reimburse the Contractor for 90 percent of the invoice amount of the material and equipment purchased before their incorporation into the Work if they:

1. Meet the requirements of the Plans and Specifications;
2. Are delivered to or stockpiled near the Work site or to another Engineer-approved storage site; and
3. Consist of: piping material, reinforcing steel, bronze plates, structural steel; machinery; piling, timber and lumber (not including forms and falsework), large signs unique to the Work, prestressed concrete beams or girders, or other material the Engineer may approve.

1-09.9 Payments

(January 13, 2023 G&O GSP)

This Section is revised to read:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payments. The progress estimates

SPECIAL PROVISIONS - Continued

1 are subject to change at any time prior to the calculation of the final
2 payment.

3

4 The value of the progress estimate will be the sum of the following:

5

6 1. Unit Price Items in the Bid Form — the approximate quantity of
7 acceptable units of work completed multiplied by the unit price.

8

9 2. Lump Sum Items in the Bid Form — based on the approved
10 Contractor's lump sum breakdown for that item, or absent such a
11 breakdown, based on the Engineer's determination.

12

13 3. Materials On Hand — 90 percent of invoiced cost of material
14 delivered to Job site or other storage area approved by the Engineer.

15

16 4. Change Orders — entitlement for approved extra cost or completed
17 extra work as determined by the Engineer.

18

19 Progress payments will be made in accordance with the progress estimate
20 less:

21

22 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;

23

24 2. The amount of progress payments previously made; and

25

26 3. Funds withheld by the Contracting Agency for disbursement in
27 accordance with the Contract Documents.

28

29 Progress payments for work performed shall not be evidence of acceptable
30 performance or an admission by the Contracting Agency that any work has
31 been satisfactorily completed. The determination of payments under the
32 contract will be final in accordance with Section 1-05.1.

33

34 Failure to perform any of the obligations under the Contract by the
35 Contractor may be decreed by the Contracting Agency to be adequate
36 reason for withholding any payments until compliance is achieved.

37

38 Upon completion of all Work and after final inspection (Section 1-05.11), the
39 amount due the Contractor under the Contract will be paid based upon the
40 final estimate made by the Engineer and presentation of a Final Contract
41 Voucher Certification to be signed by the Contractor. The Contractor's
42 signature on such voucher shall be deemed a release of all claims of the
43 Contractor unless a Certified Claim is filed in accordance with the
44 requirements of Section 1-09.11 and is expressly excepted from the
45 Contractor's certification on the Final Contract Voucher Certification. The

SPECIAL PROVISIONS - Continued

1 date the Contracting Agency signs the Final Contract Voucher Certification
2 constitutes the final acceptance date (Section 1-05.12).

3
4 If the Contractor fails, refuses, or is unable to sign and return the Final
5 Contract Voucher Certification or any other documentation required for
6 completion and final acceptance of the Contract, the Contracting Agency
7 reserves the right to establish a Completion Date (for the purpose of
8 meeting the requirements of RCW 60.28) and unilaterally accept the
9 Contract. Unilateral final acceptance will occur only after the Contractor has
10 been provided the opportunity, by written request from the Engineer, to
11 voluntarily submit such documents. If voluntary compliance is not achieved,
12 formal notification of the impending establishment of a Completion Date and
13 unilateral final acceptance will be provided by email with delivery
14 confirmation from the Contracting Agency to the Contractor, which will
15 provide 30 calendar days for the Contractor to submit the necessary
16 documents. The 30 calendar day period will begin on the date the email with
17 delivery confirmation is received by the Contractor. The date the Contracting
18 Agency unilaterally signs the Final Contract Voucher Certification shall
19 constitute the Completion Date and the final acceptance date
20 (Section 1-05.12). The reservation by the Contracting Agency to unilaterally
21 accept the Contract will apply to Contracts that are Physically Completed in
22 accordance with Section 1-08.5, or for Contracts that are terminated in
23 accordance with Section 1-08.10. Unilateral final acceptance of the
24 Contract by the Contracting Agency does not in any way relieve the
25 Contractor of their responsibility to comply with all Federal, State, tribal, or
26 local laws, ordinances, and regulations that affect the Work under the
27 Contract.

28
29 Payment to the Contractor of partial estimates, final estimates, and retained
30 percentages shall be subject to controlling laws.

31
32 **1-09.11(3) Time Limitation and Jurisdiction**
33 (December 30, 2022 APWA GSP)

34
35 Revise this section to read:

36
37 For the convenience of the parties to the Contract it is mutually agreed by
38 the parties that all claims or causes of action which the Contractor has
39 against the Contracting Agency arising from the Contract shall be brought
40 within 180 calendar days from the date of final acceptance
41 (Section 1-05.12) of the Contract by the Contracting Agency; and it is further
42 agreed that all such claims or causes of action shall be brought only in the
43 Superior Court of the county where the Contracting Agency headquarters is
44 located, provided that where an action is asserted against a county, RCW
45 36.01.050 shall control venue and jurisdiction. The parties understand and

SPECIAL PROVISIONS - Continued

1 agree that the Contractor's failure to bring suit within the time period
 2 provided, shall be a complete bar to all such claims or causes of action. It
 3 is further mutually agreed by the parties that when claims or causes of
 4 action which the Contractor asserts against the Contracting Agency arising
 5 from the Contract are filed with the Contracting Agency or initiated in court,
 6 the Contractor shall permit the Contracting Agency to have timely access to
 7 all records deemed necessary by the Contracting Agency to assist in
 8 evaluating the claims or action.

1-09.13(1)A General

10 (December 30, 2022 APWA GSP)

11 Revise this section to read:

12
 13
 14
 15 Prior to seeking claims resolution through arbitration or litigation, the
 16 Contractor shall proceed in accordance with Sections 1-04.5 and 1-09.11.
 17 The provisions of Sections 1-04.5 and 1-09.11 must be complied with in full
 18 as a condition precedent to the Contractor's right to seek claim resolution
 19 through binding arbitration or litigation.

20
 21 Any claims or causes of action which the Contractor has against the
 22 Contracting Agency arising from the Contract shall be resolved, as
 23 prescribed herein, through binding arbitration or litigation.

24
 25 The Contractor and the Contracting Agency mutually agree that those
 26 claims or causes of action which total \$1,000,000 or less, which are not
 27 resolved by mediation, shall be resolved through litigation unless the parties
 28 mutually agree in writing to resolve the claim through binding arbitration.

29
 30 The Contractor and the Contracting Agency mutually agree that those
 31 claims or causes of action in excess of \$1,000,000, which are not resolved
 32 by mediation, shall be resolved through litigation unless the parties mutually
 33 agree in writing to resolve the claim through binding arbitration.

1-09.13(3)A Arbitration General

34
 35 (January 19, 2022 APWA GSP)

36
 37
 38 Revise the third paragraph to read:

39
 40 The Contracting Agency and the Contractor mutually agree to be bound by
 41 the decision of the arbitrator, and judgment upon the award rendered by the
 42 arbitrator may be entered in the Superior Court of the county in which the
 43 Contracting Agency's headquarters is located, provided that where claims
 44 subject to arbitration are asserted against a county, RCW 36.01.050 shall
 45 control venue and jurisdiction of the Superior Court. The decision of the

SPECIAL PROVISIONS - Continued

1 arbitrator and the specific basis for the decision shall be in writing. The
 2 arbitrator shall use the Contract as a basis for decisions.

3

4 **1-09.13(4) Venue for Litigation**

5 (December 30, 2022 APWA GSP)

6

7 Revise this section to read:

8

9 Litigation shall be brought in the Superior Court of the county in which the
 10 Contracting Agency's headquarters is located, provided that where claims
 11 are asserted against a county, RCW 36.01.050 shall control venue and
 12 jurisdiction of the Superior Court. It is mutually agreed by the parties that
 13 when litigation occurs, the Contractor shall permit the Contracting Agency
 14 to have timely access to all records deemed necessary by the Contracting
 15 Agency to assist in evaluating the claims or action.

16

17 **1-10 TEMPORARY TRAFFIC CONTROL**

18

19 **1-10.2(1) General**

20

21 This Section is supplemented with the following:

22

23 (October 3, 2022 WSDOT GSP)

24

The Traffic Control Supervisor shall be certified by one of the following:

25

26 The Northwest Laborers-Employers Training Trust

27

27055 Ohio Ave.

28

Kingston, WA 98346

29

(360) 297-3035

30

<https://www.nwlett.edu>

31

32 Evergreen Safety Council

33

12545 135th Ave. NE

34

Kirkland, WA 98034-8709

35

1-800-521-0778

36

<https://www.esc.org>

37

38 The American Traffic Safety Services Association

39

15 Riverside Parkway, Suite 100

40

Fredericksburg, Virginia 22406-1022

41

Training Dept. Toll Free (877) 642-4637

42

Phone: (540) 368-1701

43

<https://atssa.com/training>

44

SPECIAL PROVISIONS - Continued

1 Integrity Safety
 2 13912 NE 20th Ave.
 3 Vancouver, WA 98686
 4 (360) 574-6071
 5 <https://www.integritysafety.com>
 6
 7 US Safety Alliance
 8 (904) 705-5660
 9 <https://www.ussafetyalliance.com>
 10
 11 K&D Services Inc.
 12 2719 Rockefeller Ave.
 13 Everett, WA 98201
 14 (800) 343-4049
 15 <https://www.kndsolutions.net>
 16

1-10.2(2) Traffic Control Plans

(March 31, 2016 G&O GSP)

17
 18
 19
 20 This Section is supplemented with the following:

21
 22 If traffic control plans are not included in the Contract Documents, the
 23 Contractor shall submit traffic control plans for the Engineer's review and
 24 approval.
 25

1-10.4(1) Lump Sum Bid for Project (No Unit Items)

(August 2, 2004 WSDOT GSP)

26
 27
 28
 29 This Section is supplemented with the following:

30
 31 The proposal contains the item "Project Temporary Traffic Control," lump
 32 sum. The provisions of Section 1-10.4(1) shall apply.

DIVISION 2
EARTHWORK

1 **DIVISION 2**

2
3 **EARTHWORK**

4
5 **2-01 CLEARING, GRUBBING AND ROADSIDE CLEANUP**

6
7 **2-01.1 Description**

8 (December 7, 2006 G&O GSP)

9
10 This Section is supplemented with the following:

11
12 Clearing and grubbing on this project shall be performed within the
13 following limits:

14
15 Within the construction area of Upland Road and Overlake Drive West,
16 and within the right-of-way, utility easements, and construction easements
17 where required. The area to be cleared and grubbed shall extend to 1 foot
18 beyond the improvements (i.e., toe of fill, top of cut slope, fence, sidewalk,
19 pavement removal area, pavement, curb, etc.) unless indicated otherwise
20 on the Plans. The Contractor shall coordinate with the Engineer to protect
21 and leave in place those trees, landscaping, or other items specifically
22 identified to be saved. Where such is required, the Contractor shall flag
23 those trees, shrubs, etc., to identify to his workforce their need to be
24 saved.

25
26 Existing landscaping, including but not limited to, rockeries, beauty bark,
27 decorative gravel or rock, bushes, trees, and shrubbery within and/or
28 adjacent to the work areas shall be protected from damage and/or
29 removed and/or relocated as indicated on the Plans. The Contractor shall
30 provide protection, removal, temporary or permanent relocation, watering,
31 staking, etc., as directed by the Engineer.

32
33 Unless indicated otherwise on the Plans, the property owners shall be
34 allowed to remove and/or relocate trees, shrubs, irrigation, wood headers,
35 ornamental plants, and any other decorative landscaping materials within
36 the work areas that they wish to save. The Contractor shall notify both
37 verbally and in writing (by certified mail) all abutting property owners and
38 allow them a minimum of two weeks from the date the property owner is
39 notified for the property owner to remove landscaping within the work
40 area. The Contractor shall submit a checklist to the Contracting Agency
41 verifying notification of property owners of landscaping relocation
42 requirements. The Contractor shall remove and wastehaul all such items
43 not removed by the property owner. Prior to the removal of the
44 landscaping materials, the Contractor must receive approval from the
45 Engineer to begin this work.

SPECIAL PROVISIONS - Continued

1
2 If the Contractor removes or damages any existing vegetation,
3 landscaping item or private irrigation system not designated for removal
4 because of any act, omission, neglect or misconduct in the execution of
5 the work, such items shall be restored or replaced in kind by the
6 Contractor to a condition similar or equal to that existing before such
7 damage or removal occurred.

2-01.2 Disposal of Usable Material and Debris

8
9 (December 7, 2006 G&O GSP)

10 Delete the third paragraph of this Section and replace with the following:
11

12
13
14 Refuse and debris shall be loaded and hauled to a waste site secured by
15 the Contractor and shall be disposed of in such a manner as to meet all
16 requirements of state, county, and municipal regulations regarding health,
17 safety and public welfare.
18

2-01.5 Payment

19 (March 6, 2016 G&O GSP)

20 This Section is supplemented with the following:
21

22
23
24 The lump sum contract price for "Clearing and Grubbing" shall include all
25 costs associated with furnishing all labor, materials, tools, and equipment
26 for completion of clearing and grubbing as indicated on the Plans and
27 specified herein including, but not limited to, clearing and grubbing,
28 wastehaul, notification/coordination with property owners and Contracting
29 Agency, protecting landscaping to remain, restoration/replacement of
30 those items identified to be saved that are damaged by the Contractor,
31 and landscaping relocations as indicated on the Plans and specified
32 herein.
33

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS**2-02.1 Description**

34 (November 24, 2010 G&O GSP)

35 This Section is supplemented with the following:
36

37
38
39 This work also consists of removing, handling and disposing of deleterious
40 material or debris encountered during roadway, sidewalk, and trench
41 excavation or other work as indicated on the Plans within the Project site,
42 including, but not limited to, existing pipes, utility structures or
43 appurtenances, riprap, buried concrete including thrust blocks, concrete
44
45

SPECIAL PROVISIONS - Continued

1 footings and/or slabs, buried logs or debris, asphalt pavement, cement
 2 concrete pavement, sidewalks, fences, landscaping items, rock walls,
 3 guardrail, signs and any and all other structures and obstructions (unless
 4 a separate bid item has been provided for this work). All salvageable
 5 items shall be removed and delivered to the Contracting Agency unless
 6 indicated otherwise on the Plans.

2-02.3 Construction Requirements

8 (January 7, 2013 G&O GSP)
 9

10
 11 This Section is supplemented with the following:

12
 13 The removal of any existing improvements shall be conducted in such a
 14 manner as not to damage utilities and any portion of the infrastructure that
 15 is to remain in place. Any deviation in this matter will obligate the
 16 Contractor at his own expense, to repair, replace or otherwise make
 17 proper restoration to the satisfaction of the Contracting Agency.

18
 19 When sawing of concrete or combinations of materials is required, the
 20 depth of cut shall be as required to accomplish the intended purpose,
 21 without damaging surfaces to be left in place and will be determined in the
 22 field to the satisfaction of the Engineer.

23
 24 Where the Plans call for the removal of a portion of an existing fence, the
 25 Contractor shall furnish and install a new fence end post (and concrete
 26 anchor) and attach or extend the existing fence that is to remain to the
 27 new fence end post.

28
 29 Unless otherwise indicated on the Plans or in the Special Provisions, all
 30 structures, castings, pipe and other material of recoverable value removed
 31 from the Project site shall be carefully salvaged and delivered to the
 32 Owner of said utility items in good condition and in such order of salvage
 33 as the Engineer may direct. Materials and other items deemed of no
 34 value by the Engineer shall be promptly removed, loaded and
 35 wastehauled by the Contractor and becomes his property, to be disposed
 36 of at his discretion, in compliance with regulatory requirements.

37
 38 Waste materials shall be loaded and hauled to a waste site secured by the
 39 Contractor and shall be disposed of in such a manner as to meet all
 40 requirements of state, county and municipal regulations regarding health,
 41 safety and public welfare.
 42
 43

SPECIAL PROVISIONS - Continued**1 2-02.3(3) Removal of Pavement, Sidewalks, Curbs and Gutters****2 (January 4, 2010 G&O GSP)****3****4**

This Section is supplemented with the following:

5**6****7****8****9****10****11****12****13****14****15****16****17****18****19****20****21****22****23****24****25****26****27****28****29****30****31****32****33****34****35****36****37****38****39****40****41****42**

Existing cement concrete sidewalks, roadway slabs, curbs, and curbs and gutters shall be removed at the nearest construction joint where possible, and removed and wastehauled as required for the construction of this Project. Where directed by the Engineer, cement concrete curbs or curb and gutter shall be saw-cut prior to removal. Existing pavement shall be pre-cut before commencing excavation and shall be removed as required for the construction.

Where shown on the Plans or where directed in the field by the Engineer, the Contractor shall make a neat vertical saw-cut at the boundaries of the area to be removed. Care shall be taken during sawcutting so as to prevent damage to the existing asphalt concrete, or concrete, to remain in place. Any pavement or concrete damaged by the Contractor outside the area scheduled for removal due to the Contractor's operations or negligence shall be repaired or replaced to the Contracting Agency's satisfaction by the Contractor at no additional cost to the Contracting Agency.

All cuts shall be continuous, full depth, and shall be made with saws specifically equipped for this purpose. No skip cutting or jack hammering will be allowed unless specifically approved otherwise in writing by the Engineer.

Wheel cutting or jack hammering shall not be considered an acceptable means of pavement "cutting," unless pre-approved in writing by the Engineer. However, even if pre-approved as a method of cutting, no payment will be made for this type of work, and it shall be included in the various unit contract and lump sum prices listed in the Proposal.

The location of all pavement cuts shall be pre-approved by the Engineer in the field before cutting commences.

All water and slurry material resulting from sawcutting operations shall not be allowed to enter the storm drainage or sanitary sewer system and shall be removed from the site and disposed of in accordance with the Washington State Department of Ecology regulations.

SPECIAL PROVISIONS - Continued**2-02.5 Payment**

(November 24, 2010 G&O GSP)

This Section is supplemented with the following:

All costs for sawcutting as indicated in the Plans and as may be additionally necessary to construct the Project shall be included in the unit contract and lump sum prices as listed in the Proposal. No additional or separate payment will be made for sawcutting.

The lump sum contract price for "Removal of Structures and Obstructions" shall be full compensation for furnishing all tools, labor, equipment, materials, and incidentals necessary for removing, loading, hauling, relocating, disposing of, and/or delivering items as noted herein and directed in the field by the Resident Inspector, to include but not limited to, fees and permits related to disposal. It shall also include furnishing and installing new fence end posts (and concrete anchors), and attaching said end posts to the existing fence that is to remain in place.

2-03 ROADWAY EXCAVATION AND EMBANKMENT**2-03.1 Description**

(March 17, 2016 G&O GSP)

This Section is supplemented with the following:

This work also includes wet weather and wet condition earthwork measures.

2-03.3 Construction Requirements

(January 7, 2013 G&O GSP)

This Section is supplemented with the following:

The following items shall be followed if earthwork is to be performed in wet weather or in wet conditions:

1. Earthwork shall be performed in small sections to minimize exposure to wet weather. Excavation or the removal of unsuitable soil shall be followed immediately by the placement and compaction of a suitable thickness (generally eight inches or less) of clean structural fill. The size and/or type of construction equipment shall be selected as required to prevent soil disturbance. In some instances, it may be necessary to limit equipment size to minimize subgrade disturbance caused by equipment traffic.

SPECIAL PROVISIONS - Continued

- 1
2 2. During wet weather conditions, the allowable fines content of the
3 gravel borrow shall be reduced to no more than 5 percent by weight
4 based on the portion passing the 3/4-inch sieve. The sand
5 equivalent shall be 50 percent minimum.
6
7 3. The ground surface in the construction area shall be graded to
8 promote the rapid runoff of surface water and to prevent ponding of
9 water.
10
11 4. No soil should be left uncompacted and exposed to moisture. A
12 smooth drum vibratory roller, or equivalent, shall be used to seal
13 the ground surface.
14
15 5. Excavation and placement of fill or backfill material will be observed
16 by the Engineer, to determine that all work is being accomplished in
17 accordance with the project specifications.
18

2-03.3(7)B Haul

(January 7, 2013 G&O GSP)

19
20
21
22 Delete this Section and replace it with the following:
23

24 There shall be no separate payment for haul of excess or unsuitable
25 excavated material, or debris to the Contractor provided disposal site.
26 The Contracting Agency is not providing a disposal site for this Project. All
27 costs for haul shall be included in the bid prices for other work.
28

2-03.3(7)C Contractor-Provided Disposal Site

(January 7, 2013 G&O GSP)

29
30
31
32 Delete the first paragraph and replace it with the following:
33

34 The Contractor shall arrange for the disposal of the excess or unsuitable
35 excavated material, or other materials at no expense to the Contracting
36 Agency.
37

2-03.3(10) Selected Material

(May 5, 2016 G&O GSP)

38
39
40
41 Delete the second paragraph and insert the following in its place:
42

43 **Direct Hauling.** If it is practical, the Contractor shall haul selected
44 material immediately from the excavation to its final place on the

SPECIAL PROVISIONS - Continued

1 Roadbed. The Contracting Agency will pay for such Work at the unit
2 Contract price for "Excavation, Embankment and Grading, Incl. Haul."

3

4 Delete the fifth paragraph and insert the following in its place:

5

6 There will be not additional payment for hauling, handling and stockpiling
7 selected materials.

8

9 **2-03.3(12) Overbreak**

10

11 Delete the last sentence in this Section.

12

13 **2-04 HAUL**

14

15 **2-04.1 Description**

16

17 (June 16, 2006 G&O GSP)

18

19 This Section is supplemented with the following:

20

21 If the sources of materials provided by the Contractor necessitates hauling
22 over any public roads, the Contractor shall, at the Contractor's expense,
23 make all arrangements for the use of the haul routes. No separate monies
24 will be due the Contractor for this work.

25

26 **2-06 SUBGRADE PREPARATION**

27

28 **2-06.3(1) Subgrade for Surfacing**

29

30 (June 16, 2006 G&O GSP)

31

32 This Section is supplemented with the following:

33

34 9. The grading shall be completed at least 300 feet ahead of the
35 placing of gravel borrow or crushed surfacing base material.

36

37 **2-07 WATERING**

38

39 **2-07.3 Construction Requirements**

40

41 (November 24, 2010 G&O GSP)

42

43 This Section is supplemented with the following:

44

45 During construction, the Contractor shall have dedicated to the Project a
46 suitable water truck that shall be operated as necessary to control dust.
47 Failure to have a water truck immediately accessible to the job and failure

SPECIAL PROVISIONS - Continued

1 to use a water truck for dust control shall be adequate reason for the
2 Engineer to issue a suspension of work.

3
4 Water for this Project may be obtained from the City of Bellevue. A
5 hydrant permit will be required to be secured by the Contractor for any
6 necessary water.

7
8 Water will be provided at the convenience of the City of Bellevue and shall
9 be used sparingly and not wasted. The City of Bellevue reserves the right
10 to control the location and use of water based on the City's own needs.

2-07.5 Payment

11
12 (May 5, 2016 G&O GSP)

13 This Section is supplemented with the following:

14
15 The cost for all water permit(s), and furnishing and placing water shall be
16 included in various unit contract and lump sum prices bid.

2-09 STRUCTURE EXCAVATION**2-09.3(1) General Requirements**

17
18 (August 1, 2009 G&O GSP)

19
20 This Section is supplemented with the following:

21
22 When any Work is being considered by the Contractor in the vicinity of an
23 existing utility, the Contractor shall so inform an authority of the particular
24 utility in ample time so that the utility involved and the Contractor may take
25 any precautions necessary to facilitate construction in the vicinity of the
26 utility, and thereby protect that particular utility from damage.

Protecting and Maintaining Utility Service

27
28 The Contractor shall protect and maintain the operational service of
29 existing utility systems in a continuous manner as possible. The
30 Contractor shall have the approval from the Engineer and notification shall
31 be given to the Contracting Agency before any disruptions of service in
32 existing utilities will be allowed. The Contractor shall comply with all the
33 conditions established by the Engineer and the Contracting Agency. The
34 Contractor shall give the utility owner a minimum notice of 48 hours before
35 disrupting any planned service interruption. No planned interruption to an
36 existing system shall be allowed on Fridays, weekends, or holidays,
37 unless specifically agreed to in writing by the Contracting Agency. Where
38 services are to be shut down, affected parties shall be notified in writing by
39
40
41
42
43
44
45

SPECIAL PROVISIONS - Continued

1 the Contractor (i.e., door hangers) at least 48 hours and not more than
 2 72 hours in advance of the time and period of shut down. The Contractor
 3 shall make every effort to keep shut down schedules to periods of
 4 anticipated minimum usage and for the least period of time.

5
 6 Where the construction crosses or is adjacent to existing utilities, the
 7 Contractor shall exercise extreme care to protect such utilities from
 8 damage. Additionally, the Contractor shall review the Plans, the project
 9 site and familiarize himself with the various utilities and plan his
 10 construction activities in recognition that the very close proximity of
 11 existing utilities to the proposed work will adversely affect production rates
 12 of installation of the various planned improvements. The Contractor is
 13 hereby advised and cautioned that the location of existing utilities will be
 14 cause for considerable and extreme care and due diligence on the part of
 15 the Contractor. As such, work production rates are anticipated to be
 16 significantly impacted by their presence and normal production rates
 17 should not be anticipated, during construction by the Contractor for work in
 18 these areas. The Contractor shall anticipate minor alignment adjustments
 19 will also be required to accommodate the installation of utilities.

2-09.3(5) Locating Utilities (New Section)

20
 21 (March 3, 2011 G&O GSP)
 22
 23

24 A reasonable attempt has been made to locate known existing utilities; however,
 25 the exact location, and/or depth is unknown in most instances. It shall be the
 26 responsibility of the Contractor to locate existing utilities, to include their
 27 respective depths.
 28

29 The Contractor shall provide field exploration through vacuum excavation,
 30 potholing or other suitable means to locate more precisely existing underground
 31 utilities as to location and depth. The Contractor shall decide on the difficulties to
 32 be encountered in constructing the project, and determine therefrom the extent of
 33 exploration required to expedite the construction to first prevent damage to those
 34 utilities, and secondly to determine if the new construction is to go around, over
 35 or under the existing utility. Where underground utilities are found to be in the
 36 way of construction, such condition shall not be deemed to be a changed or
 37 differing site condition, and if necessary, minor pipe alignment or grade will be
 38 modified at no additional cost to the Contracting Agency. At a minimum,
 39 potholing will be required at all utility interties prior to trench excavation for
 40 connections and at all major utility crossings, and potential conflicts noted by
 41 underground location notification as may be directed by the Engineer. See
 42 Contract Plans for additional specific locations.
 43

SPECIAL PROVISIONS - Continued**1 2-09.4 Measurement**

2 (March 3, 2011 G&O GSP)

3

4 This Section is supplemented with the following:

5

6 No specific unit of measurement shall apply to the lump sum item of locate
7 existing utilities.

8

9 2-09.5 Payment

10 (March 3, 2011 G&O GSP)

11

12 Delete all paragraphs under this Section and replace with the following:

13

14 Payment will be made in accordance with Section 1-04.1 for each of the
15 following bid items that are included in the Proposal:

16

17 "Locate Existing Utilities," per lump sum.

18

19 The lump sum contract price for "Locate Existing Utilities" shall be full
20 compensation for all costs incurred by the Contractor in performing the
21 work. This bid item shall be paid proportionate to the installation of all
22 utilities, complete and in place.

DIVISION 3
AGGREGATE PRODUCTION AND ACCEPTANCE

DIVISION 3

AGGREGATE PRODUCTION AND ACCEPTANCE

3-01 PRODUCTION FROM QUARRY AND PIT SITES

3-01.2 Material Sources, General Requirement

3-01.2(1) Approval of Source

(August 16, 2012 G&O GSP)

This Section is supplemented with the following:

The Contractor is responsible for all costs associated with approval of the material source.

DIVISION 4

BASES

1 **DIVISION 4**

2

3 **BASES**

4

5 **4-04 BALLAST AND CRUSHED SURFACING**

6

7 **4-04.4 Measurement**

8 (March 17, 2016 G&O GSP)

9

10 Delete the last sentence in this Section and replace with the following:

11

12 No measurement will be made for water used in placing and compacting

13 surfacing materials.

14

15 **4-04.5 Payment**

16 (March 17, 2016 G&O GSP)

17

18 This Section is supplemented with the following:

19

20 The unit contract prices for the various types of ballast, structural fill,

21 crushed surfacing base course, and crushed surfacing top course materials

22 shall include all costs for obtaining the materials, hauling the materials to

23 the site, stockpiling, spreading, grading, shaping, moisture conditioning,

24 compacting, material and compaction testing, and all other incidentals,

25 complete, in place. Asphalt grindings are not subject to reimbursement

26 under any of these bid items.

DIVISION 5
SURFACE TREATMENTS AND PAVEMENTS

DIVISION 5

SURFACE TREATMENTS AND PAVEMENTS

5-04 HOT MIX ASPHALT

(March 23, 2022 G&O GSP)

Delete this entire section with the exception of 5-04.2(1), 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

SPECIAL PROVISIONS - Continued

1 any of these mineral materials by the Contracting Agency, the Contractor
 2 shall be required to furnish such materials in the amounts required for the
 3 designated mix. Mineral materials include coarse and fine aggregates, and
 4 mineral filler.

5
 6 The Contractor may choose to utilize recycled asphalt pavement (RAP) in
 7 the production of HMA. The RAP may be from pavements removed under
 8 the Contract, if any, or pavement material from an existing stockpile.
 9

10 The Contractor may use up to 20 percent RAP by total weight of HMA with
 11 no additional sampling or testing of the RAP. The RAP shall be sampled
 12 and tested at a frequency of one sample for every 1,000 tons produced and
 13 not less than ten samples per project. The asphalt content and gradation
 14 test data shall be reported to the Contracting Agency when submitting the
 15 mix design for approval on the QPL. The Contractor shall include the RAP
 16 as part of the mix design as defined in these Specifications.
 17

18 The grade of asphalt binder shall be as required by the Contract. Blending
 19 of asphalt binder from different sources is not permitted.
 20

21 The Contractor may only use warm mix asphalt (WMA) processes in the
 22 production of HMA with 20 percent or less RAP by total weight of HMA. The
 23 Contractor shall submit to the Engineer for approval the process that is
 24 proposed and how it will be used in the manufacture of HMA.
 25

26 Production of aggregates shall comply with the requirements of
 27 Section 3-01.
 28

29 Preparation of stockpile site, the stockpiling of aggregates, and the removal
 30 of aggregates from stockpiles shall comply with the requirements of
 31 Section 3-02.
 32

33 **5-04.2(2) Mix Design – Obtaining Project Approval**

34 *ESALs*

35
 36
 37 The number of ESALs for the design and acceptance of the HMA shall be
 38 0.3 to < 3 million.
 39

40 Commercial HMA shall be an HMA Cl. 1/2" PG 58H-22 design mix.
 41

42 No paving shall begin prior to the approval of the mix design by the
 43 Engineer.
 44

SPECIAL PROVISIONS - Continued

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

3
 4 **Commercial** evaluation will be used for Commercial HMA and for other
 5 classes of HMA in the following applications: sidewalks, road approaches,
 6 ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other
 7 nonstructural applications of HMA accepted by commercial evaluation shall
 8 be as approved by the Project Engineer. Sampling and testing of HMA
 9 accepted by commercial evaluation will be at the option of the Project
 10 Engineer. The Proposal quantity of HMA that is accepted by commercial
 11 evaluation will be excluded from the quantities used in the determination of
 12 nonstatistical evaluation.

13
 14 **Nonstatistical Mix Design.** Fifteen days prior to the first day of
 15 paving the contractor shall provide one of the following mix design
 16 verification certifications for Contracting Agency review:

- 17
 18 • The WSDOT Mix Design Evaluation Report from the current WSDOT
 19 QPL, or one of the mix design verification certifications listed below.
 20
 21 • The proposed HMA mix design on WSDOT Form 350-042 with the
 22 seal and certification (stamp & signature) of a valid licensed
 23 Washington State Professional Engineer.
 24
 25 • The Mix Design Report for the proposed HMA mix design developed
 26 by a qualified City or County laboratory that is within one year of the
 27 approval date.**

28
 29 The mix design shall be performed by a lab accredited by a national
 30 authority such as Laboratory Accreditation Bureau, L-A-B for Construction
 31 Materials Testing, The Construction Materials Engineering Council
 32 (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall
 33 supply evidence of participation in the AASHTO resource proficiency
 34 sample program.

35
 36 Mix designs for HMA accepted by Nonstatistical evaluation shall:

- 37
 38 • Have the aggregate structure and asphalt binder content determined
 39 in accordance with WSDOT Standard Operating Procedure 732 and
 40 meet the requirements of Sections 9-03.8(2), except that Hamburg
 41 testing for ruts and stripping are at the discretion of the Engineer, and
 42 9-03.8(6).
 43
 44 • Have anti-strip requirements, if any, for the proposed mix design
 45 determined in accordance with AASHTO T 283 or T 324, or based

SPECIAL PROVISIONS - Continued

1 on historic anti-strip and aggregate source compatibility from
 2 previous WSDOT lab testing.
 3

4 At the discretion of the Engineer, agencies may accept verified mix designs
 5 older than 12 months from the original verification date with a certification
 6 from the Contractor that the materials and sources are the same as those
 7 shown on the original mix design.
 8

9 **Commercial Evaluation** Approval of a mix design for “Commercial
 10 Evaluation” will be based on a review of the Contractor’s submittal of
 11 WSDOT Form 350-042 (For commercial mixes, AASHTO T 324 evaluation
 12 is not required) or a Mix Design from the current WSDOT QPL or from one
 13 of the processes allowed by this section. Testing of the HMA by the
 14 Contracting Agency for mix design approval is not required.
 15

16 **5-04.2(2)B Using Warm Mix Asphalt Processes**

17
 18 The Contractor may elect to use additives that reduce the optimum mixing
 19 temperature or serve as a compaction aid for producing HMA. Additives
 20 include organic additives, chemical additives and foaming processes. The
 21 use of Additives is subject to the following:
 22

- 23 • Do not use additives that reduce the mixing temperature more than
 24 allowed in Section 5-04.3(6) in the production of mixtures.
- 25
 26 • Before using additives, obtain the Engineer’s approval using
 27 WSDOT Form 350-076 to describe the proposed additive and
 28 process.
 29

30 **5-04.3 Construction Requirements**

31 **5-04.3(1) Weather Limitations**

32
 33 Do not place HMA for wearing course on any Traveled Way beginning
 34 October 1st through March 31st of the following year without written
 35 concurrence from the Engineer.
 36
 37

38 Do not place HMA on any wet surface, or when the average surface
 39 temperatures are less than those specified below, or when weather
 40 conditions otherwise prevent the proper handling or finishing of the HMA.
 41
 42

SPECIAL PROVISIONS - Continued

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Minimum Surface Temperature for Paving

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

- 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

SPECIAL PROVISIONS - Continued

1 circulating system for the asphalt binder shall be designed to ensure
 2 proper and continuous circulation during the operating period. A
 3 valve for the purpose of sampling the asphalt binder shall be placed
 4 in either the storage tank or in the supply line to the mixer.
 5

- 6 2. **Thermometric Equipment** – An armored thermometer, capable of
 7 detecting temperature ranges expected in the HMA mix, shall be
 8 fixed in the asphalt binder feed line at a location near the charging
 9 valve at the mixer unit. The thermometer location shall be convenient
 10 and safe for access by Inspectors. The plant shall also be equipped
 11 with an approved dial-scale thermometer, a mercury actuated
 12 thermometer, an electric pyrometer, or another approved
 13 thermometric instrument placed at the discharge chute of the drier to
 14 automatically register or indicate the temperature of the heated
 15 aggregates. This device shall be in full view of the plant operator.
 16

- 17 3. **Heating of Asphalt Binder** – The temperature of the asphalt binder
 18 shall not exceed the maximum recommended by the asphalt binder
 19 manufacturer nor shall it be below the minimum temperature
 20 required to maintain the asphalt binder in a homogeneous state. The
 21 asphalt binder shall be heated in a manner that will avoid local
 22 variations in heating. The heating method shall provide a continuous
 23 supply of asphalt binder to the mixer at a uniform average
 24 temperature with no individual variations exceeding 25 degrees F.
 25 Also, when a WMA additive is included in the asphalt binder, the
 26 temperature of the asphalt binder shall not exceed the maximum
 27 recommended by the manufacturer of the WMA additive.
 28

- 29 4. **Sampling and Testing of Mineral Materials** – The HMA plant shall
 30 be equipped with a mechanical sampler for the sampling of the
 31 mineral materials. The mechanical sampler shall meet the
 32 requirements of Section 1-05.6 for the crushing and screening
 33 operation. The Contractor shall provide for the setup and operation
 34 of the field testing facilities of the Contracting Agency as provided for
 35 in Section 3-01.2(2).
 36

- 37 5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by
 38 one of the following methods:
 39
 40 a. A mechanical sampling device attached to the HMA plant.
 41
 42 b. Platforms or devices to enable sampling from the hauling
 43 vehicle without entering the hauling vehicle.
 44
 45

SPECIAL PROVISIONS - Continued**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 degrees 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

SPECIAL PROVISIONS - Continued

1 automatically from reference lines or by means of a mat referencing device
 2 and a slope control device. When the finish of the grade prepared for paving
 3 is superior to the established tolerances and when, in the opinion of the
 4 Engineer, further improvement to the line, grade, cross-section, and
 5 smoothness can best be achieved without the use of the reference line, a
 6 mat referencing device may be substituted for the reference line.
 7 Substitution of the device will be subject to the continued approval of the
 8 Engineer. A joint matcher may be used subject to the approval of the
 9 Engineer. The reference line may be removed after the completion of the
 10 first course of HMA when approved by the Engineer. Whenever the
 11 Engineer determines that any of these methods are failing to provide the
 12 necessary vertical control, the reference lines will be reinstalled by the
 13 Contractor.

14
 15 The Contractor shall furnish and install all pins, brackets, tensioning
 16 devices, wire, and accessories necessary for satisfactory operation of the
 17 automatic control equipment.

18
 19 If the paving machine in use is not providing the required finish, the
 20 Engineer may suspend Work as allowed by Section 1-08.6. Any cleaning or
 21 solvent type liquids spilled on the pavement shall be thoroughly removed
 22 before paving proceeds.

23
 24 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**

25
 26 A Material Transfer Device/Vehicle (MTD/V) shall only be used with the
 27 Engineer's approval, unless otherwise required by the contract.

28
 29 Where an MTD/V is required by the contract, the Engineer may approve
 30 paving without an MTD/V, at the request of the Contractor. The Engineer
 31 will determine if an equitable adjustment in cost or time is due.

32
 33 When used, the MTD/V shall mix the HMA after delivery by the hauling
 34 equipment and prior to laydown by the paving machine. Mixing of the HMA
 35 shall be sufficient to obtain a uniform temperature throughout the mixture.
 36 If a windrow elevator is used, the length of the windrow may be limited in
 37 urban areas or through intersections, at the discretion of the Engineer.

38
 39 To be approved for use, an MTV:

- 40
 41 1. Shall be self-propelled vehicle, separate from the hauling vehicle or
 42 paver.
 43
 44 2. Shall not be connected to the hauling vehicle or paver.
 45

SPECIAL PROVISIONS - Continued

- 1 3. May accept HMA directly from the haul vehicle or pick up HMA from
- 2 a windrow.
- 3
- 4 4. Shall mix the HMA after delivery by the hauling equipment and prior
- 5 to placement into the paving machine.
- 6
- 7 5. Shall mix the HMA sufficiently to obtain a uniform temperature
- 8 throughout the mixture.
- 9

10 To be approved for use, an MTD:

- 11
- 12 1. Shall be positively connected to the paver.
- 13
- 14 2. May accept HMA directly from the haul vehicle or pick up HMA from
- 15 a windrow.
- 16
- 17 3. Shall mix the HMA after delivery by the hauling equipment and prior
- 18 to placement into the paving machine.
- 19
- 20 4. Shall mix the HMA sufficiently to obtain a uniform temperature
- 21 throughout the mixture.
- 22

5-04.3(3)E Rollers

23
24
25 Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire
26 type, in good condition and capable of reversing without backlash.
27 Operation of the roller shall be in accordance with the manufacturer’s
28 recommendations. When ordered by the Engineer for any roller planned for
29 use on the project, the Contractor shall provide a copy of the manufacturer’s
30 recommendation for the use of that roller for compaction of HMA. The
31 number and weight of rollers shall be sufficient to compact the mixture in
32 compliance with the requirements of Section 5-04.3(10). The use of
33 equipment that results in crushing of the aggregate will not be permitted.
34 Rollers producing pickup, washboard, uneven compaction of the surface,
35 displacement of the mixture or other undesirable results shall not be used.

5-04.3(4) Preparation of Treated Surfaces for HMA

36
37
38
39 A treated surface includes cement concrete, asphalt concrete, brick, seal
40 coat, bituminous surface treatment and cement treated base. When the
41 treated surface or old base is irregular, the Contractor shall bring it to a
42 uniform grade and cross-section as shown on the Plans or approved
43 by the Engineer.

44

SPECIAL PROVISIONS - Continued

1 Preleveling of uneven or broken treated surfaces over which HMA is to be
2 placed may be accomplished by using an asphalt paver, a motor patrol
3 grader, or by hand raking, as approved by the Engineer.
4

5 Compaction of preleveling HMA shall be to the satisfaction of the Engineer
6 and may require the use of small steel wheel rollers, plate compactors, or
7 pneumatic rollers to avoid bridging across preleveled areas by the
8 compaction equipment. Equipment used for the compaction of preleveling
9 HMA shall be approved by the Engineer.
10

11 Before construction of HMA on an existing paved surface, the entire surface
12 of the pavement shall be clean. All fatty asphalt patches, grease drippings,
13 and other objectionable matter shall be entirely removed from the existing
14 pavement.
15

16 All treated surfaces over which HMA is to be placed shall be thoroughly
17 cleaned of dust, soil, pavement grindings, and other foreign matter. All holes
18 and small depressions shall be filled with an appropriate class of HMA.
19 The surface of the patched area shall be leveled and compacted thoroughly.
20 Prior to the application of tack coat, or paving, the condition of the surface
21 shall be approved by the Engineer.
22

23 A tack coat of asphalt shall be applied to all treated surfaces on which any
24 course of HMA is to be placed or abutted. Tack coat shall be uniformly
25 applied to cover the treated surface with a thin film of residual asphalt free
26 of streaks and bare spots at a rate between 0.02 and 0.10 gallons per
27 square yard of retained asphalt. The rate of application shall be approved
28 by the Engineer. A heavy application of tack coat shall be applied to all
29 joints. For Roadways open to traffic, the application of tack coat shall be
30 limited to surfaces that will be paved during the same working shift. The
31 spreading equipment shall be equipped with a thermometer to indicate the
32 temperature of the tack coat material.
33

34 Equipment shall not operate on tacked surfaces until the tack has broken
35 and cured. If the Contractor's operation damages the tack coat it shall be
36 repaired prior to placement of the HMA.
37

38 The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1
39 and CSS-1h emulsified asphalt may be diluted once with water at a rate not
40 to exceed one part water to one part emulsified asphalt. The tack coat shall
41 have sufficient temperature such that it may be applied uniformly at the
42 specified rate of application and shall not exceed the maximum temperature
43 recommended by the emulsified asphalt manufacturer.
44
45

SPECIAL PROVISIONS - Continued**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 depth of 1.0 feet. The Engineer will make the final determination of the excavation depth required. 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

SPECIAL PROVISIONS - Continued**5-04.3(6) Mixing**

1
2
3 After the required amount of mineral materials, asphalt binder, recycling
4 agent and anti-stripping additives have been introduced into the mixer the
5 HMA shall be mixed until complete and uniform coating of the particles and
6 thorough distribution of the asphalt binder throughout the mineral materials
7 is ensured.

8
9 When discharged, the temperature of the HMA shall not exceed the
10 optimum mixing temperature by more than 25 degrees F as shown on the
11 reference mix design report or as approved by the Engineer. Also, when a
12 WMA additive is included in the manufacture of HMA, the discharge
13 temperature of the HMA shall not exceed the maximum recommended
14 by the manufacturer of the WMA additive. A maximum water content of
15 2 percent in the mix, at discharge, will be allowed providing the water
16 causes no problems with handling, stripping, or flushing. If the water in the
17 HMA causes any of these problems, the moisture content shall be reduced
18 as directed by the Engineer.

19
20 Storing or holding of the HMA in approved storage facilities will be permitted
21 with approval of the Engineer, but in no event shall the HMA be held for
22 more than 24 hours. HMA held for more than 24 hours after mixing shall be
23 rejected. Rejected HMA shall be disposed of by the Contractor at no
24 expense to the Contracting Agency. The storage facility shall have an
25 accessible device located at the top of the cone or about the third point. The
26 device shall indicate the amount of material in storage. No HMA shall be
27 accepted from the storage facility when the HMA in storage is below the top
28 of the cone of the storage facility, except as the storage facility is being
29 emptied at the end of the working shift.

30
31 Recycled asphalt pavement (RAP) utilized in the production of HMA shall
32 be sized prior to entering the mixer so that a uniform and thoroughly mixed
33 HMA is produced. If there is evidence of the recycled asphalt pavement not
34 breaking down during the heating and mixing of the HMA, the Contractor
35 shall immediately suspend the use of the RAP until changes have been
36 approved by the Engineer. After the required amount of mineral materials,
37 RAP, new asphalt binder and asphalt rejuvenator have been introduced into
38 the mixer the HMA shall be mixed until complete and uniform coating of the
39 particles and thorough distribution of the asphalt binder throughout the
40 mineral materials, and RAP is ensured.

41
42

SPECIAL PROVISIONS - Continued

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 3/4" and HMA Class 1/2" wearing course	0.30 feet
HMA Class 3/4" and HMA Class 1/2" other courses	0.35 feet
HMA Class 3/8" wearing course	0.25 feet
HMA Class 3/8" other courses	0.30 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 job mix formula (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

SPECIAL PROVISIONS - Continued

1 pavement repair. Other nonstructural applications of HMA accepted by
 2 commercial evaluation shall be as approved by the Engineer. Sampling and
 3 testing of HMA accepted by commercial evaluation will be at the option of
 4 the Engineer.

5
 6 The mix design will be the initial JMF for the class of HMA. The Contractor
 7 may request a change in the JMF. Any adjustments to the JMF will require
 8 the approval of the Engineer and may be made in accordance with this
 9 section.

10
 11 **HMA Tolerances and Adjustments**

- 12
 13 1. **Job Mix Formula Tolerances** – The constituents of the mixture at
 14 the time of acceptance shall conform to the following tolerances:
 15

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", 3/4", 1/2", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

16
 17 These tolerance limits constitute the allowable limits as described in
 18 Section 1-06.2. The tolerance limit for aggregate shall not exceed the limits
 19 of the control points, except the tolerance limits for sieves designated as
 20 100 percent passing will be 99-100.
 21

- 22 1. **Job Mix Formula Adjustments** – An adjustment to the aggregate
 23 gradation or asphalt binder content of the JMF requires approval of
 24 the Engineer. Adjustments to the JMF will only be considered if the
 25 change produces material of equal or better quality and may require
 26 the development of a new mix design if the adjustment exceeds the
 27 amounts listed below.
 28

- 29 a. **Aggregates** – 2 percent for the aggregate passing the 1-1/2",
 30 1", 3/4", 1/2", 3/8", and the No. 4 sieves, 1 percent for
 31 aggregate passing the No. 8 sieve, and 0.5 percent for the
 32 aggregate passing the No. 200 sieve. The adjusted JMF shall
 33 be within the range of the control points in Section 9-03.8(6).
 34
 35 b. **Asphalt Binder Content** – The Engineer may order or
 36 approve changes to asphalt binder content. The maximum

SPECIAL PROVISIONS - Continued

1 adjustment from the approved mix design for the asphalt
2 binder content shall be 0.3 percent
3

4 **5-04.3(9)A Vacant**
5

6 **5-04.3(9)B Vacant**
7

8 **5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation**
9

10 HMA mixture which is accepted by Nonstatistical Evaluation will be
11 evaluated by the Contracting Agency by dividing the HMA tonnage into lots.
12

13 The Contractor will furnish the Engineer with a copy of the results of all
14 acceptance testing performed in the field. The Engineer will provide the
15 Composite Pay Factor (CPF) of the completed sublots after three sublots
16 have been tested. Sublot sample test results (gradation and asphalt binder
17 content) may be challenged by the Contractor.
18

19 **5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots**
20

21 A lot is represented by randomly selected samples of the same mix design
22 that will be tested for acceptance. A lot is defined as the total quantity of
23 material or work produced for each JMF placed. Only one lot per JMF is
24 expected. A subplot shall be equal to one day's production or 800 tons,
25 whichever is less except that the final subplot will be a minimum of 400 tons
26 and may be increased to 1,200 tons.
27

28 All of the test results obtained from the acceptance samples from a given
29 lot shall be evaluated collectively. If the Contractor requests a change to the
30 JMF that is approved, the material produced after the change will be
31 evaluated on the basis of the new JMF for the remaining sublots in the
32 current lot and for acceptance of subsequent lots. For a lot in progress with
33 a CPF less than 0.75, a new lot will begin at the Contractor's request after
34 the Engineer is satisfied that material conforming to the Specifications can
35 be produced.
36

37 Sampling and testing for evaluation shall be performed on the frequency of
38 one sample per subplot.
39

40 **5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling**
41

42 Samples for acceptance testing shall be obtained by the Contractor when
43 ordered by the Engineer. The Contractor shall sample the HMA mixture in
44 the presence of the Engineer and in accordance with AASHTO T 168. A
45 minimum of three samples should be taken for each class of HMA placed

SPECIAL PROVISIONS - Continued

1 on a project. If used in a structural application, at least one of the three
 2 samples shall to be tested.

3
 4 Sampling and testing HMA in a Structural application where quantities are
 5 less than 400 tons is at the discretion of the Engineer.

6
 7 For HMA used in a structural application and with a total project quantity
 8 less than 800 tons but more than 400 tons, a minimum of one acceptance
 9 test shall be performed. In all cases, a minimum of 3 samples will be
 10 obtained at the point of acceptance, a minimum of one of the three samples
 11 will be tested for conformance to the JMF:

- 12
 13 • If the test results are found to be within specification requirements,
 14 additional testing will be at the Engineer’s discretion.
 15
 16 • If test results are found not to be within specification requirements,
 17 additional testing of the remaining samples to determine a
 18 Composite Pay Factor (CPF) shall be performed.

19
 20 **5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing**

21
 22 Testing of HMA for compliance of Va will at the option of the Contracting
 23 Agency. If tested, compliance of Va will use WSDOT SOP 731.

24
 25 Testing for compliance of asphalt binder content will be by WSDOT FOP for
 26 AASHTO T 308.

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

29
 30 The Contractor will furnish the Engineer with a copy of the results of all
 31 acceptance testing performed in the field.

32
 33 **5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors**

34
 35 For each lot of material falling outside the tolerance limits in 5-04.3(9), the
 36 Contracting Agency will determine a Composite Pay Factor (CPF) using the
 37 following price adjustment factors:
 38

Table of Price Adjustment Factors	
Constituent	Factor “f”
All aggregate passing: 1-1/2", 1", 3/4", 1/2", 3/8" and No. 4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (Va) (where applicable)	20

SPECIAL PROVISIONS - Continued

1
2 Each lot of HMA produced under Nonstatistical Evaluation and having all
3 constituents falling within the tolerance limits of the job mix formula shall be
4 accepted at the unit Contract price with no further evaluation. When one or
5 more constituents fall outside the nonstatistical tolerance limits in the Job
6 Mix Formula shown in Table of Price Adjustment Factors, the lot shall be
7 evaluated in accordance with Section 1-06.2 to determine the appropriate
8 CPF. The nonstatistical tolerance limits will be used in the calculation of the
9 CPF and the maximum CPF shall be 1.00. When less than three sublots
10 exist, backup samples of the existing sublots or samples from the Roadway
11 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**

12
13
14
15
16
17 For each lot of HMA mix produced under Nonstatistical Evaluation when the
18 calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will
19 be determined. The NCMF equals the algebraic difference of CPF minus
20 1.00 multiplied by 60 percent. The total job mix compliance price adjustment
21 will be calculated as the product of the NCMF, the quantity of HMA in the
22 lot in tons, and the unit Contract price per ton of mix.

23
24 If a constituent is not measured in accordance with these Specifications,
25 its individual pay factor will be considered 1.00 in calculating the Composite
26 Pay Factor (CPF).

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

27
28
29
30 The Contractor may request a subplot be retested. To request a retest, the
31 Contractor shall submit a written request within 7 calendar days after the
32 specific test results have been received. A split of the original acceptance
33 sample will be retested. The split of the sample will not be tested with the
34 same tester that ran the original acceptance test. The sample will be tested
35 for a complete gradation analysis, asphalt binder content, and, at the option
36 of the agency, Va. The results of the retest will be used for the acceptance
37 of the HMA in place of the original subplot sample test results. The cost of
38 testing will be deducted from any monies due or that may come due the
39 Contractor under the Contract at the rate of \$500 per sample.

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

40
41
42
43 If sampled and tested, HMA produced under Commercial Evaluation and
44 having all constituents falling within the tolerance limits of the job mix
45 formula shall be accepted at the unit Contract price with no further

SPECIAL PROVISIONS - Continued

1 evaluation. When one or more constituents fall outside the commercial
 2 tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot shall be
 3 evaluated in accordance with Section 1-06.2 to determine the appropriate
 4 CPF. The commercial tolerance limits will be used in the calculation of the
 5 CPF and the maximum CPF shall be 1.00. When less than three sublots
 6 exist, backup samples of the existing sublots or samples from the street
 7 shall be tested to provide a minimum of three sets of results for evaluation.

8
 9 For each lot of HMA mix produced and tested under Commercial Evaluation
 10 when the calculated CPF is less than 1.00, a Nonconforming Mix Factor
 11 (NCMF) will be determined. The NCMF equals the algebraic difference of
 12 CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price
 13 Adjustment will be calculated as the product of the NCMF, the quantity of
 14 HMA in the lot in tons, and the unit Contract price per ton of mix.

15
 16 If a constituent is not measured in accordance with these Specifications,
 17 its individual pay factor will be considered 1.00 in calculating the Composite
 18 Pay Factor (CPF).

19

20 **5-04.3(10) HMA Compaction Acceptance**

21

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

36

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

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

43

44 Roadway cores for density may be obtained by either the Contracting
 45 Agency or the Contractor in accordance with WSDOT SOP 734. The core

SPECIAL PROVISIONS - Continued

1 diameter shall be 4-inches minimum, unless otherwise approved by the
 2 Engineer. Roadway cores will be tested by the Contracting Agency in
 3 accordance with WSDOT FOP for AASHTO T 166.
 4

5 If the Contract includes the Bid item "Roadway Core" the cores shall be
 6 obtained by the Contractor in the presence of the Engineer on the same day
 7 the mix is placed and at locations designated by the Engineer. If the
 8 Contract does not include the Bid item "Roadway Core" the Contracting
 9 Agency will obtain the cores.
 10

11 For a lot in progress with a CPF less than 0.75, a new lot will begin at the
 12 Contractor's request after the Engineer is satisfied that material conforming
 13 to the Specifications can be produced.
 14

15 A lot is represented by randomly selected samples of the same mix design
 16 that will be tested for acceptance. A lot is defined as the total quantity of
 17 material or work produced for each Job Mix Formula placed. Only one lot
 18 per JMF is expected. A subplot shall be equal to one day's production or 400
 19 tons, whichever is less except that the final subplot will be a minimum of 200
 20 tons and may be increased to 800 tons. Testing for compaction will be at
 21 the rate of 5 tests per subplot per WSDOT T 738.
 22

23 HMA mixture accepted by commercial evaluation and HMA constructed
 24 under conditions other than those listed above shall be compacted on the
 25 basis of a test point evaluation of the compaction train. The test point
 26 evaluation shall be performed in accordance with instructions from the
 27 Engineer. The number of passes with an approved compaction train,
 28 required to attain the maximum test point density, shall be used on all
 29 subsequent paving.
 30

31 HMA for preleveling shall be thoroughly compacted. HMA that is used for
 32 preleveling wheel rutting shall be compacted with a pneumatic tire roller
 33 unless otherwise approved by the Engineer.
 34

Test Results

35
 36
 37 For a subplot that has been tested with a nuclear density gauge that did not
 38 meet the minimum of 92 percent of the reference maximum density in a
 39 compaction lot with a CPF below 1.00 and thus subject to a price reduction
 40 or rejection, the Contractor may request that a core be used for
 41 determination of the relative density of the subplot. The relative density of the
 42 core will replace the relative density determined by the nuclear density
 43 gauge for the subplot and will be used for calculation of the CPF and
 44 acceptance of HMA compaction lot.
 45

SPECIAL PROVISIONS - Continued

1 When cores are taken by the Contracting Agency at the request of the
 2 Contractor, they shall be requested by noon of the next workday after the
 3 test results for the subplot have been provided or made available to the
 4 Contractor. Core locations shall be outside of wheel paths and as
 5 determined by the Engineer. Traffic control shall be provided by the
 6 Contractor as requested by the Engineer. Failure by the Contractor to
 7 provide the requested traffic control will result in forfeiture of the request for
 8 cores. When the CPF for the lot based on the results of the HMA cores is
 9 less than 1.00, the cost for the coring will be deducted from any monies due
 10 or that may become due the Contractor under the Contract at the rate of
 11 \$200 per core and the Contractor shall pay for the cost of the traffic control.
 12

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

13
 14
 15 Compaction shall take place when the mixture is in the proper condition so
 16 that no undue displacement, cracking, or shoving occurs. Areas
 17 inaccessible to large compaction equipment shall be compacted by other
 18 mechanical means. Any HMA that becomes loose, broken, contaminated,
 19 shows an excess or deficiency of asphalt, or is in any way defective, shall
 20 be removed and replaced with new hot mix that shall be immediately
 21 compacted to conform to the surrounding area.
 22

23 The type of rollers to be used and their relative position in the compaction
 24 sequence shall generally be the Contractor's option, provided the specified
 25 densities are attained. Unless the Engineer has approved otherwise, rollers
 26 shall only be operated in the static mode when the internal temperature of
 27 the mix is less than 175 degrees F. Regardless of mix temperature, a roller
 28 shall not be operated in a mode that results in checking or cracking of the
 29 mat. Rollers shall only be operated in static mode on bridge decks.
 30

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

31
 32
 33 Low cyclic density areas are defined as spots or streaks in the pavement
 34 that are less than 90 percent of the theoretical maximum density. At the
 35 Engineer's discretion, the Engineer may evaluate the HMA pavement for
 36 low cyclic density, and when doing so will follow WSDOT SOP 733. A \$500
 37 Cyclic Density Price Adjustment will be assessed for any 500-foot section
 38 with two or more density readings below 90 percent of the theoretical
 39 maximum density.
 40

5-04.3(10)C Vacant

SPECIAL PROVISIONS - Continued

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, with a maximum of 15 sublots per lot; the final lot for a mix design may be increased to 25 sublots. Sublots will be uniform in size with a maximum subplot size based on original Plan quantity tons of HMA as specified in the table below. 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 Original Plan Quantity (tons)	Sublot Size (tons)
<20,000	100
20,000 to 30,000	150
>30,000	200

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.

SPECIAL PROVISIONS - Continued**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.

SPECIAL PROVISIONS - Continued

1
2 No payment will be made for the rejected materials or the removal of the
3 materials unless the Contractor requests that the rejected material be
4 tested. If the Contractor elects to have the rejected material tested, a
5 minimum of three representative samples will be obtained and tested.
6 Acceptance of rejected material will be based on conformance with the
7 nonstatistical acceptance Specification. If the CPF for the rejected material
8 is less than 0.75, no payment will be made for the rejected material; in
9 addition, the cost of sampling and testing shall be borne by the Contractor.
10 If the CPF is greater than or equal to 0.75, the cost of sampling and testing
11 will be borne by the Contracting Agency. If the material is rejected before
12 placement and the CPF is greater than or equal to 0.75, compensation for
13 the rejected material will be at a CPF of 0.75. If rejection occurs after
14 placement and the CPF is greater than or equal to 0.75, compensation for
15 the rejected material will be at the calculated CPF with an addition
16 of 25 percent of the unit Contract price added for the cost of removal and
17 disposal.

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

18
19
20
21 In addition to the random acceptance sampling and testing, the Engineer
22 may also isolate from a normal subplot any material that is suspected of
23 being defective in relative density, gradation or asphalt binder content. Such
24 isolated material will not include an original sample location. A minimum of
25 three random samples of the suspect material will be obtained and tested.
26 The material will then be non-statistically evaluated as an independent lot
27 in accordance with Section 5-04.3(9)C4.

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

28
29
30
31 An entire subplot that is suspected of being defective may be rejected. When
32 a subplot is rejected a minimum of two additional random samples from this
33 subplot will be obtained. These additional samples and the original subplot will
34 be evaluated as an independent lot in accordance with
35 Section 5-04.3(9)C4.

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

36
37
38
39 The Contractor shall shut down operations and shall not resume HMA
40 placement until such time as the Engineer is satisfied that material
41 conforming to the Specifications can be produced:

- 42
43 1. When the Composite Pay Factor (CPF) of a lot in progress drops
44 below 1.00 and the Contractor is taking no corrective action; or
45

SPECIAL PROVISIONS - Continued

- 1 2. When the Pay Factor (PF) for any constituent of a lot in progress
2 drops below 0.95 and the Contractor is taking no corrective action;
3 or
4
5 3. When either the PF for any constituent or the CPF of a lot in progress
6 is less than 0.75.

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

10 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**

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

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

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

5-04.3(12)A2 Longitudinal Joints

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

SPECIAL PROVISIONS - Continued

1 shall have a vertical edge of not less than the maximum aggregate size or
 2 more than ½ of the compacted lift thickness and then taper down on a slope
 3 not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint
 4 shall be uniformly compacted.

5
 6 **5-04.3(12)B Bridge Paving Joint Seals**

7
 8 **5-04.3(12)B1 HMA Sawcut and Seal**

9
 10 Prior to placing HMA on the bridge deck, establish sawcut alignment points
 11 at both ends of the bridge paving joint seals to be placed at the bridge ends,
 12 and at interior joints within the bridge deck when and where shown in the
 13 Plans. Establish the sawcut alignment points in a manner that they remain
 14 functional for use in aligning the sawcut after placing the overlay.

15
 16 Submit a Type 1 Working Drawing consisting of the sealant manufacturer's
 17 application procedure.

18
 19 Construct the bridge paving joint seal as specified ion the Plans and in
 20 accordance with the detail shown in the Standard Plans. Construct the
 21 sawcut in accordance with the detail shown in the Standard Plan. Construct
 22 the sawcut in accordance with Section 5-05.3(8)B and the manufacturer's
 23 application procedure.

24
 25 **5-04.3(12)B2 Paved Panel Joint Seal**

26
 27 Construct the paved panel joint seal in accordance with the requirements
 28 specified in section 5-04.3(12)B1 and the following requirement:

- 29
 30 1. Clean and seal the existing joint between concrete panels in
 31 accordance with Section 5-01.3(8) and the details shown in the
 32 Standard Plans.

33
 34 **5-04.3(13) Surface Smoothness**

35
 36 The completed surface of all courses shall be of uniform texture, smooth,
 37 uniform as to crown and grade, and free from defects of all kinds. The
 38 completed surface of the wearing course of the following sections of
 39 Roadway shall not vary more than 1/4 inch from the lower edge of a 10-foot
 40 straightedge placed on the surface parallel to centerline:

- 41
 42 1. Roads less than 45 mph
 43

SPECIAL PROVISIONS - Continued

1 The completed surface of the wearing course of all other sections of
 2 Roadway shall not vary more than 1/8 inch from the lower edge of a 10-foot
 3 straightedge placed on the surface parallel to centerline.

4
 5 The transverse slope of the completed surface of the wearing course shall
 6 vary not more than 1/4 inch in 10 feet from the rate of transverse slope
 7 shown in the Plans.

8
 9 When deviations in excess of the above tolerances are found that result
 10 from a high place in the HMA, the pavement surface shall be corrected by
 11 one of the following methods:

- 12
 13 1. Removal of material from high places by grinding with an approved
 14 grinding machine; or
 15
 16 2. Removal and replacement of the wearing course of HMA; or
 17
 18 3. By other method approved by the Engineer.

19
 20 Correction of defects shall be carried out until there are no deviations
 21 anywhere greater than the allowable tolerances.

22
 23 Deviations in excess of the above tolerances that result from a low place in
 24 the HMA and deviations resulting from a high place where corrective action,
 25 in the opinion of the Engineer, will not produce satisfactory results will be
 26 accepted with a price adjustment. The Engineer shall deduct from monies
 27 due or that may become due to the Contractor the sum of \$500.00 for each
 28 and every section of single traffic lane 100 feet in length in which any
 29 excessive deviations described above are found.

30
 31 All utility castings and monuments within the existing and/or new pavement
 32 area shall be referenced by the Contractor prior to any pavement removal
 33 or planing. The Contractor shall keep a record of such references, and
 34 submit a copy to the Contracting Agency.

35
 36 Existing structures and new structures shall be adjusted to the finished
 37 grade as shown on the Plans and as further specified herein. Existing
 38 boxes, rings, grates, covers, and lids shall be reset in a careful and
 39 workmanlike manner to conform to the required grades.

40
 41 The new and existing utility castings and monuments shall be adjusted to
 42 grade in the following manner:

43
 44 As soon as the street has been paved past each structure or casting, the
 45 asphalt concrete mat shall be scored around the location of the structure or

SPECIAL PROVISIONS - Continued

1 casting. After rolling has been completed and the mat has cooled, it shall
 2 be cut along the scored lines. The structure or casting shall then be raised
 3 to finished pavement grade and the annular spaces filled as indicated on
 4 the Plans. The Contractor shall install the pavement to give a smooth
 5 finished appearance. All covers, lids, frames, and grates shall be
 6 thoroughly cleaned.

7
 8 After pavement is in place, all new pavement joints shall be sealed with a
 9 6-inch-wide strip of hot asphalt sealer. A sand blanket shall be applied to
 10 the surface of the hot asphalt sealer immediately after the placement of the
 11 sealer to help alleviate the tracking of the asphalt. The sealer shall meet
 12 the requirements of Section 9-04.2(1) of the Standard Specifications.

5-04.3(14)B Paving and Planing Under Traffic**5-04.3(14)B1 General**

13
 14
 15
 16
 17
 18 In addition, the requirements of Section 1-07.23 and the traffic controls
 19 required in Section 1-10, and unless the Contract specifies otherwise or
 20 the Engineer approves, the Contractor must comply with the following:

1. Intersections

- 21
 22
 23
 24 a. Keep intersections open to traffic at all times, except when
 25 paving or planing operations through an intersection
 26 requires closure. Such closure must be kept to the
 27 minimum time required to place and compact the HMA
 28 mixture, or plane as appropriate. For paving, schedule such
 29 closure to individual lanes or portions thereof that allows
 30 the traffic volumes and schedule of traffic volumes required
 31 in the approved traffic control plan. Schedule work so that
 32 adjacent intersections are not impacted at the same time
 33 and comply with the traffic control restrictions required by
 34 the Traffic Engineer. Each individual intersection closure or
 35 partial closure, must be addressed in the traffic control
 36 plan, which must be submitted to and accepted by the
 37 Engineer, see Section 1-10.2(2).
 38
 39 b. When planing or paving and related construction must occur
 40 in an intersection, consider scheduling and sequencing
 41 such work into quarters of the intersection, or half or more
 42 of an intersection with side street detours. Be prepared to
 43 sequence the work to individual lanes or portions thereof.
 44

SPECIAL PROVISIONS - Continued

- 1 c. Should closure of the intersection in its entirety be
- 2 necessary, and no trolley service is impacted, keep such
- 3 closure to the minimum time required to place and compact
- 4 the HMA mixture, plane, remove asphalt, tack coat, and as
- 5 needed.
- 6
- 7 d. Any work in an intersection requires advance warning in
- 8 both signage and a number of Working Days advance
- 9 notice as determined by the Engineer, to alert traffic and
- 10 emergency services of the intersection closure or partial
- 11 closure.
- 12
- 13 e. Allow new compacted HMA asphalt to cool to ambient
- 14 temperature before any traffic is allowed on it. Traffic is not
- 15 allowed on newly placed asphalt until approval has been
- 16 obtained from the Engineer.
- 17
- 18 2. Temporary centerline marking, post-paving temporary marking,
- 19 temporary stop bars, and maintaining temporary pavement marking
- 20 must comply with Section 8-23.
- 21
- 22 3. Permanent pavement marking must comply with Section 8-22.
- 23
- 24 4. Roadways Open to Traffic
- 25
- 26 When the roadway being paved is open to traffic, the following
- 27 requirements shall apply:
- 28
- 29 The Contractor shall keep roadways open to traffic at all times except
- 30 where paving is in progress. During such time, and provided that
- 31 there has been an advance warning to the public, only that specified
- 32 section of road being paved may be closed for the minimum time
- 33 required to place and compact the HMA. Adjacent travel lanes and
- 34 shoulder shall be left open for traffic during these times. In hot
- 35 weather, the Engineer may require the application of water to the
- 36 pavement to accelerate the finish rolling of the pavement and to
- 37 shorten the time required before reopening to traffic.
- 38
- 39 Before temporarily closing a portion of the road, advance-warning
- 40 signs shall be placed and signs shall also be placed clearly alerting
- 41 the driver of temporary lane closures.
- 42
- 43 During paving operations, temporary pavement markings shall be
- 44 maintained throughout the project. Temporary pavement markings

SPECIAL PROVISIONS - Continued

1 shall be installed on the roadway prior to opening to traffic and shall
2 be in accordance with Section 8-23.

3
4 All costs in connection with performing the Work in accordance with
5 these requirements shall be included in the unit contract prices for
6 the various bid items involved in the Contract.

7
8 **5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan**
9

10 The Contractor must submit a separate planing plan and a separate paving
11 plan to the Engineer at least 5 Working Days in advance of each operation's
12 activity start date. These plans must show how the moving operation and
13 traffic control are coordinated, as they will be discussed at the pre-planing
14 briefing and pre-paving briefing. When requested by the Engineer, the
15 Contractor must provide each operation's traffic control plan on 24 x 36 inch
16 or larger size Shop Drawings with a scale showing both the area of
17 operation and sufficient detail of traffic beyond the area of operation where
18 detour traffic may be required. The scale on the Shop Drawings is 1 inch =
19 20 feet, which may be changed if the Engineer agrees sufficient detail is
20 shown.

21
22 The planing operation and the paving operation include, but are not limited
23 to, metal detection, removal of asphalt and temporary asphalt of any kind,
24 tack coat and drying, staging of supply trucks, paving trains, rolling,
25 scheduling, and as may be discussed at the briefing.

26
27 When intersections will be partially blocked or when allowed to be totally
28 blocked, provide adequately sized and noticeable signage alerting traffic of
29 closures to come, a minimum 2 Working Days in advance. The traffic control
30 plan must show where police officers will be stationed when signalization is
31 or may be, countermanded, and show areas where flaggers are proposed.

32
33 At a minimum, the planing and the paving plan must include:

- 34
35 1. A copy of the accepted traffic control plan, see Section 1-10.2(2),
36 detailing each day's traffic control as it relates to the specific
37 requirements of that day's planing and paving. Briefly describe the
38 sequencing of traffic control consistent with the proposed planing
39 and paving sequence, and scheduling of placement of temporary
40 pavement markings and channelizing devices after each day's
41 planing, and paving.
42
43 2. A copy of each intersection's traffic control plan.
44

SPECIAL PROVISIONS - Continued

- 1 3. Haul routes from Supplier facilities, and locations of temporary
- 2 parking and staging areas, including return routes. Describe
- 3 the complete round trip as it relates to the sequencing of
- 4 paving operations.
- 5
- 6 4. Names and locations of HMA Supplier facilities to be used.
- 7
- 8 5. List of all equipment to be used for paving.
- 9
- 10 6. List of personnel and associated job classification assigned to each
- 11 piece of paving equipment.
- 12
- 13 7. Description (geometric or narrative) of the scheduled sequence of
- 14 planing and of paving, and intended area of planing and of paving
- 15 for each day’s work, must include the directions of proposed
- 16 planing and of proposed paving, sequence of adjacent lane
- 17 paving, sequence of skipped lane paving, intersection planing and
- 18 paving scheduling and sequencing, and proposed notifications
- 19 and coordinations to be timely made. The plan must show HMA
- 20 joints relative to the final pavement marking lane lines.
- 21
- 22 8. Names, job titles, and contact information for field, office, and plant
- 23 supervisory personnel.
- 24
- 25 9. A copy of the approved Mix Designs.
- 26
- 27 10. Tonnage of HMA to be placed each day.
- 28
- 29 11. Approximate times and days for starting and ending daily
- 30 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, 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

SPECIAL PROVISIONS - Continued

1 submitted planing plan and paving plan, approved traffic control plan, and
2 public convenience and safety. Such discussion includes, but is not limited
3 to:
4

5 1. General for both Paving Plan and for Planing Plan:
6

- 7 a. The actual times of starting and ending daily
8 operations.
9
- 10 b. In intersections, how to break up the intersection, and
11 address traffic control and signalization for that
12 operation, including use of peace officers.
13
- 14 c. The sequencing and scheduling of paving operations
15 and of planing operations, as applicable, as it relates to
16 traffic control, to public convenience and safety, and to
17 other contractors who may operate in the Project Site.
18
- 19 d. Notifications required of Contractor activities, and
20 coordinating with other entities and the public as
21 necessary.
22
- 23 e. Description of the sequencing of installation and types
24 of temporary pavement markings as it relates to
25 planning and to paving.
26
- 27 f. Description of the sequencing of installation of, and the
28 removal of, temporary pavement patch material around
29 exposed castings and as may be needed.
30
- 31 g. Description of procedures and equipment to identify
32 hidden metal in the pavement, such as survey
33 monumentation, monitoring wells, street car rail, and
34 castings, before planning, see Section 5-04.3(14)B2.
35
- 36 h. Description of how flaggers will be coordinated with the
37 planing, paving, and related operations.
38
- 39 i. Description of sequencing of traffic controls for the process of
40 rigid pavement base repairs.
41
- 42 j. Other items the Engineer deems necessary to address.
43
44

SPECIAL PROVISIONS - Continued

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

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.

SPECIAL PROVISIONS - Continued**5-04.5 Payment**

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

“Commercial HMA,” per ton.

The unit contract price per ton for “Commercial HMA” shall include the cost for all labor, materials, equipment and tools for furnishing, placing, compacting and constructing asphalt pavement including mix design, anti-strip determination, mix design verification, preparation of untreated roadway, preparation of treated surfaces, sweeping, removing plastic traffic marking, removing RPMs, removing permanent striping, anti-stripping additive, soil residual herbicide, asphalt for tack coat, HMA pavement, HMA for preleveling, HMA patches, HMA transition sections, HMA ramps, HMA driveways/approaches, HMA wedge curb, spreading and finishing, water, compaction, sealing all cold joints with asphalt sealant (and sand blanket to alleviate tracking), temporary pavement markings, removal of temporary pavement markings, material and compaction testing, and all other incidentals necessary for a complete paving system to the lines, cross section and grades in accordance with the Plans. It shall also include the cost of adjusting all existing and new Contracting Agency owned castings including, but not limited to, manholes, catch basins, junction boxes, monuments, and valve boxes to grade unless a specific bid item has been listed in the proposal for this work.

The unit contract price per ton for “Commercial HMA” shall be full compensation for all costs incurred to carry out the requirements of Section 5-04 except for those costs which are included in other items which are included in this Subsection and which are included in the Proposal.

DIVISION 7

**DRAINAGE STRUCTURES, STORM SEWERS, SANITARY
SEWERS, WATER MAINS, AND CONDUITS**

1 **DIVISION 7**

2
3 **DRAINAGE STRUCTURES, STORM SEWERS,**
4 **SANITARY SEWERS, WATER MAINS, AND CONDUITS**

5
6 **7-04 STORM SEWERS**

7
8 **7-04.2 Materials**

9 (January 4, 2010 G&O GSP)

10
11 Delete the sixth paragraph under this Section and replace it with the following:

12
13 The Contractor shall provide the diameter and type of pipe specified on
14 the Plans.

15
16 Ductile iron storm sewer pipe shall meet the requirements of
17 Section 9-30.1(1).

18
19 **7-04.3(1)A General**

20 (January 20, 2009 G&O GSP)

21
22 This Section is supplemented with the following:

23
24 All lines shall be flushed clean of all debris prior to acceptance. The
25 debris shall be intercepted and collected at the nearest downstream point
26 of access. The material shall then be loaded and wastehauled to a
27 Contracting Agency approved dumpsite.

28
29 **7-04.5 Payment**

30 (January 7, 2013 G&O GSP)

31
32 Delete all paragraphs under this section and replace with the following:

33
34 Payment will be made in accordance with Section 1-04.1, for each of the
35 following bid items that are included in the Proposal:

36
37 “ ____ Storm Sewer Pipe, ____ In. Diam. (Incl. Bedding),” per linear foot.

38
39 The unit contract price per linear foot of “ ____ Storm Sewer Pipe, ____ In.
40 Diam. (Incl. Bedding)” shall constitute full compensation for all labor,
41 materials, tools, equipment, transportation, supplies, and incidentals
42 required to complete all work to furnish and install this item to include, but
43 not limited to, excavation, pipe bedding, backfill with suitable native
44 material, compaction, removal and wastehaul of excess or unsuitable
45 trench excavation material, dewatering, bypass pumping and maintaining

SPECIAL PROVISIONS - Continued

1 storm sewer flows, connections to existing and new systems, flushing and
 2 cleaning, material and compaction testing of suitable native backfill, and
 3 low pressure air testing.
 4

7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS

6

7-05.3 Construction Requirements

8

(January 20, 2009 G&O GSP)

9

10 This Section is supplemented with the following:

11

12 The Contractor shall construct all manholes and catch basins from precast
 13 concrete bases and risers. Cast-in-place concrete bases shall only be
 14 used for “straddle” of existing systems and shall be watertight.

15

16 In areas of new and existing pavement, the grate rim elevation shall be set
 17 to promote drainage flow. In unimproved areas, the rim elevations shall
 18 be set 2 inches above finished grade unless otherwise shown on the
 19 Plans.

20

21 Dewatering shall be per Section 7-08.3(1).

22

7-05.3(3) Connections to Existing Manholes

23

(June 16, 2006 G&O GSP)

24

25 This Section is supplemented with the following:

26

27 The locations, type and size of the existing structures and lines have been
 28 determined from available records, and are approximate; however, it is
 29 anticipated that connections to these existing facilities may be made, in
 30 general, as shown on the Plans.
 31

32

33 It shall be the responsibility of the Contractor to determine the exact
 34 location and ascertain the type and size of the existing facilities prior to
 35 starting work on each connection, and to provide any minor alterations, as
 36 required, at no additional cost to the Contracting Agency.
 37

38

39 Where piping is to be connected to existing structures, the opening(s)
 40 shall be core-drilled in the structure. The use of jackhammers and/or
 41 sledgehammers to knock out the hole shall not be allowed.
 42

41

42

SPECIAL PROVISIONS - Continued**7-05.5 Payment**

(January 7, 2013 G&O GSP)

Delete all paragraphs under this Section and replace with the following:

Payment will be made in accordance with Section 1-04.1, for each of the following bid items that are included in the Proposal:

“Catch Basin, Type 1,” per each.

“Catch Basin, Type 2, 48 In. Diam.,” per each.

The unit contract price per each for “Catch Basin, Type 1” or “Catch Basin, Type 2, 48 In. Diam.” shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to furnish and install this item to include, but not limited to, lids, frames and grates, structure excavation, foundation gravel, backfill with suitable native material, compaction, removal and wastehaul of excess or unsuitable excavated material, pipe connection, dewatering, bypass pumping and maintaining stormwater flows, adjusting to finished grade, and material and compaction testing of suitable native backfill.

7-07 CLEANING EXISTING DRAINAGE STRUCTURES**7-07.4 Measurement**

(January 20, 2009 G&O GSP)

Delete this Section and replace with the following:

No specific unit of measurement will apply to cleaning existing drainage structures.

7-07.5 Payment

(November 24, 2010 G&O GSP)

Delete this Section and replace with the following:

No separate or additional payment will be made for cleaning existing drainage structures. This work shall be considered incidental and shall be included in the various unit and lump sum contract prices.

SPECIAL PROVISIONS - Continued**7-08 GENERAL PIPE INSTALLATION REQUIREMENTS****7-08.2 Materials**

(January 4, 2010 G&O GSP)

This Section is supplemented with the following:

The pipe used on this project shall be the type and size specified on the Plans.

7-08.3(1)A Trenches

(November 24, 2010 G&O GSP)

Delete the first three paragraphs under this Section and replace them with the following:

The length of trench excavation in advance of pipe laying shall be kept to a maximum of 100 feet. Excavation shall either be closed up at the end of the day or protected per Section 1.07.23(1).

The Contractor shall limit his excavation to the limits of the maximum payment width and depth shown on the Plans. If the Contractor purposely or neglectfully excavates trenches to a width or depth beyond the neat line payment limit of the trench as shown on the Plans, the expenses associated with any additional trenching, wastehaul, trench backfill, compaction and testing, and surface restoration as a result of excavating beyond the neat line payment limits shall be borne by the Contractor.

It is not anticipated that solid rock will be encountered. Should such material be encountered, the excavation, removal and wastehaul will be paid for by change order per Section 1-04.4. Boulders or broken rock less than 2 cubic yards in volume, shall not be classified as rock, nor will so-called "hard-pan" or cemented gravel, even though it may be advantageous to use special equipment in its removal.

Trench excavation shall also include wastehauling all excess and/or unsuitable material encountered, including but not limited to, abandoned pipelines, concrete, asphalt, tree stumps, trees, logs, abandoned rail ties, piling, and riprap.

The Contractor shall furnish all equipment necessary to dewater the excavation. Before operations begin, the Contractor shall have sufficient pumping equipment and/or other machinery available on site to assure that the operation of any dewatering system can be maintained.

SPECIAL PROVISIONS - Continued

1 The Contractor shall dispose of the water in such a manner as not to
 2 cause a nuisance or menace to the public, and comply with all codes,
 3 regulations, and ordinances of applicable governing authorities with regard
 4 to drilling, dewatering, and erosion control.

5
 6 The release of groundwater to its static level shall be performed in such a
 7 manner as to maintain the undisturbed state of the natural foundation soil,
 8 prevent disturbance of backfill and prevent movement of structures and
 9 pipelines.

10
 11 The dewatering system shall be installed and operated by the Contractor
 12 so that the groundwater level outside the excavation is not reduced to the
 13 extent that would damage or endanger adjacent structures or property.
 14 Should settlement of the surrounding area and/or structures be observed,
 15 the Contractor shall cease dewatering operations and implement
 16 contingency plans. The cost of repairing any damage to adjacent
 17 structures, underground facilities or utilities and satisfactory restoration of
 18 above ground facilities to include fences, paving, concrete, etc., shall be
 19 the responsibility of the Contractor.

20
 21 The Contractor shall be required to comply with all conditions and
 22 requirements mandated by the Department of Ecology for the
 23 construction, operation, and decommissioning of dewatering facilities.

24
 25 The Contractor shall obtain approved grading and filling permits for all
 26 spoils material sites, from the Contracting Agency, County, or both as
 27 required. These permits shall be secured and paid for by the Contractor.

28
 29 **7-08.3(2)B Pipe Laying – General**
 30 (January 4, 2010 G&O GSP)

31
 32 This Section is supplemented with the following:

33
 34 All pipe shall be unloaded from delivery vehicles with mechanical
 35 equipment. Dropping of pipe onto the ground or mats will not be
 36 permitted. All pipe and fittings shall be carefully lowered into the trench in
 37 such a way as to prevent damage to pipe materials and protective
 38 coatings and linings. Under no circumstances shall materials be dropped
 39 or dumped into the trench.

40
 41 All pipe shall be laid in straight lines and at uniform rate for grade between
 42 structures. Variation in the invert elevation between adjoining ends of pipe
 43 due to non-concentricity of joining surface and pipe interior surfaces shall
 44 not exceed 1/64 inch per inch of pipe diameter, or 1/2-inch maximum.

45

SPECIAL PROVISIONS - Continued

1 Every precaution shall be taken to prevent foreign material from entering
 2 the pipe while it is being laid. After placing a length of pipe in the trench,
 3 the spigot end shall be centered in the bell and pipe forced home and
 4 brought to correct line and grade. The pipe shall be secured in place with
 5 pipe bedding tamped under it. Precaution shall be taken to prevent dirt
 6 from entering the joint space. At times when pipe laying is not in progress,
 7 the open ends of pipe shall be closed by a watertight plug or other means
 8 approved by the Contracting Agency. If water is in the trench when work
 9 resumes, the seal shall remain in place until the trench is dewatered as
 10 specified for groundwater control. Tee branches shall be blocked and
 11 sealed with the same joint and pipe material as used for pipes.

12
 13 Care shall be taken to properly align, clean and lubricate the spigot and
 14 socket area of the pipes before joining. The pipe spigot shall be forced
 15 into the socket until the reference mark on the spigot is flush with the bell
 16 end.

17
 18 All connections to existing pipe of differing materials shall be made with
 19 adapters which are specifically manufactured for this purpose. If the band
 20 type adapters are used, then only stainless steel bands will be allowed.

21
 22 The Contractor shall obtain approved grading and filling permits for all
 23 spoils material sites, from the Contracting Agency, County, or both as
 24 required. These permits shall be secured and paid for by the Contractor.

7-08.3(3) Backfilling

26 (January 4, 2010 G&O GSP)

27
 28
 29 Delete the second paragraph under this Section and replace with the following:

30
 31 Pipe zone backfill shall be gravel backfill for pipe zone bedding conforming
 32 to the requirements of Section 9-03.12(3).

33
 34 This Section is supplemented with the following:

35
 36 It is the intent of these Specifications to utilize suitable excavated material
 37 for trench backfill where available. The Contractor shall provide evidence
 38 from a testing laboratory that any native material deemed suitable by the
 39 Contractor meets the intent of these Specifications and can be compacted
 40 to minimum requirements. Excavated material suitable for trench backfill
 41 shall conform to the requirements of Section 9-03.15. However, the
 42 presence and location of suitable material is not guaranteed and will be as
 43 discovered in the field. Import material will be required and shall be
 44 utilized when necessary, and as called out on the Plans and further
 45 preapproved by the Contracting Agency.

SPECIAL PROVISIONS - Continued

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7-08.4 Measurement

(January 7, 2013 G&O GSP)

Delete all paragraphs under this Section and replace with the following:

Measurement for Removal of Unsuitable Material (Trench) will be per cubic yard of material removed below the foundation depth as shown on the Plans.

Measurement of Bank Run Gravel for Trench Backfill will be per ton. The measurement shall be calculated in accordance with the trench detail shown on the Plans and using a conversion factor for cubic yards to tons of 1.8 tons/cy. The Contractor shall provide the Contracting Agency with truckload tickets at the end of each day to be used to support the calculated quantities.

No specific unit of measurement will apply to the lump sum item Trench Excavation Safety System.

7-08.5 Payment

(January 7, 2013 G&O GSP)

Delete all paragraphs under this Section and replace with the following:

Payment will be made in accordance with Section 1-04.1, for each of the following bid items that are included in the Proposal:

“Removal of Unsuitable Material (Trench),” per cubic yard.

The unit contract price per cubic yard for “Removal of Unsuitable Material (Trench)” shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to remove unsuitable material below the trench bottom to include, but not limited to, excavation, removal and wastehaul of unsuitable excavated material and dewatering.

“Bank Run Gravel for Trench Backfill,” per ton.

The unit contract price per ton for “Bank Run Gravel for Trench Backfill” shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to furnish and install the imported trench backfill to include, but not limited to, backfilling trenches, placing, shaping, compacting, wastehaul and disposal

SPECIAL PROVISIONS - Continued

1 of excess native material, and material and compaction testing of the bank
2 run gravel backfill material.

3
4 “Trench Excavation Safety Systems,” lump sum.

5
6 The lump sum contract price for “Trench Excavation Safety Systems” shall
7 include all costs of furnishing, installing, maintaining, and removing those
8 items necessary to provide adequate safety systems for trench
9 excavation, as specified in Section 2 09.3(4). This item shall be paid
10 proportionate to the satisfactory installation of all facilities that require
11 trench excavation safety systems including pipeline, conduits, walls,
12 embankments, and structures as noted in the Proposal, or otherwise
13 required for the performance of this work.

14
15 All costs associated with furnishing and installing pipe bedding for
16 culverts, storm sewer, and sanitary sewer piping systems shall be
17 included into the unit contract price for the type and size of pipe installed.

18
19 All costs to providing dewatering as required shall be included into the unit
20 contract price for the type and size of pipe installed.

21
22 All costs of providing bypass pumping as required shall be included into
23 the unit contract price for the type and size of pipe installed.

24
25 All costs associated with excavation, stockpiling, backfilling, compacting,
26 and wastehauling of excavated native material shall be included in the unit
27 contract price for the type and size of pipe installed.

DIVISION 8
MISCELLANEOUS CONSTRUCTION

1 **DIVISION 8**

2

3 **MISCELLANEOUS CONSTRUCTION**

4

5 **8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**

6

7 **8-01.3 Construction Requirements**

8 (May 4, 2020 G&O GSP)

9

10 This Section is supplemented with the following:

11

12 The Contractor shall take all necessary precautions and utilize the

13 Department of Ecology's (ECY) Best Management Practices to prevent

14 sediment and fugitive dust from construction activities from entering into

15 storm water systems, natural waterways, or environmentally sensitive

16 areas and from otherwise being carried away from the construction area

17 by stormwater or air.

18

19 Temporary erosion protection shall be furnished, installed, and maintained

20 for the duration of this Project to protect environmentally sensitive areas,

21 sloped surfaces, adjacent areas and/or water bodies or conveyance

22 systems. Temporary erosion protection may include the use of straw, jute

23 matting, wattles, heavy plastic sheeting, or other forms of ground cover on

24 areas disturbed by construction. Sloped surfaces shall be restored and

25 protected in such a manner that surface runoff does not erode the

26 embankments, slopes, or ground surfaces, nor create surface channels, or

27 ruts.

28

29 Any damage caused by the Contractor's failure to keep the erosion

30 materials maintained shall be borne by the Contractor alone.

31

32 The Contractor shall prepare and submit a Temporary Erosion and

33 Sedimentation Control Plan, in conformance with ECY requirements, to

34 the Engineer before any Work begins.

35

36 **8-01.3(1)A Submittals**

37 (May 4, 2020 G&O GSP)

38

39 This Section is supplemented with the following:

40

41 The Contractor shall be required to prepare, maintain, and update the

42 TESC plan, as may be required during the course of the Project. The

43 TESC plan and details included are provided solely for the establishment

44 of basic erosion control measures and are not intended to be a complete

45 plan.

SPECIAL PROVISIONS - Continued

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8-01.3(9)D Inlet Protection

(May 4, 2020 G&O GSP)

This Section is supplemented with the following:

All catch basins grates within the project limits and adjacent areas shall have inlet protection installed to prevent sedimentation from entering the storm system. The inlet protection shall be routinely cleaned of sediment to prevent plugging. This sediment shall be regularly removed, loaded, and hauled to waste whenever it presents a potential surface accumulation problem or concern to the Contracting Agency.

8-01.4 Measurement

(May 4, 2020 G&O GSP)

This Section is supplemented with the following:

No specific unit of measure will apply to erosion control and water pollution prevention.

8-01.5 Payment

(May 4, 2020 G&O GSP)

Supplement this Section with the following:

Payments will be made in accordance with Section 1-04.1 for the following Bid Item(s):

“Erosion Control and Water Pollution Prevention”

The lump sum contract price for “Erosion Control and Water Pollution Prevention” shall include all costs for preparing and implementing a TESC plan as stated herein and as further indicated on the Plans that is not otherwise paid under separate contract items in the Proposal, including furnishing, installing, maintaining, removal of erosion/water pollution prevention devices.

SPECIAL PROVISIONS - Continued

8-02 ROADSIDE RESTORATION

8-02.2 Materials

(May 4, 2020 G&O GSP)

This Section shall be supplemented with the following:

Grass seed, of the following composition, proportion, and quality shall be applied at the rates shown below on all areas requiring roadside seeding within the project:

Kind and Variety of Seed in Mixture by Common Name and (Botanical Name)	Pounds Pure Live Seed (PLS) Per Acre
Dwarf Perennial Ryegrass	100
Creeping Red Fescue	50
Hard Fescue	50
Total Pounds PLS Per Acre	200

Seeds shall be certified “Weed Free,” indicating there are no noxious or nuisance weeds in the seed.

Sufficient quantities of 18-6-12 fertilizer shall be applied at 650 pounds per acre, 72 percent of nitrogen applied per acre shall be derived from isobutylidene diurea (IBDU), cyclo-di-urea (CDU), or a time release, polyurethane coated source with a minimum release time of 6 months. The remainder may be derived from any source.

The fertilizer formulation and application rate shall be approved by the Engineer before use.

Wood fiber mulch shall be applied at a rate of 2,000 pounds per acre, and tackifier shall be applied at a rate of 43 pounds per acre.

Bark mulch for planting strip areas and surface restoration adjacent to sidewalks shall conform to Section 9-14.5(3).

8-02.3(3)B Chemical Pesticides

(May 4, 2020 G&O GSP)

This Section is supplemented with the following:

No chemical herbicides will be allowed in planting areas.

SPECIAL PROVISIONS - Continued**8-02.3(4) Topsoil**

(January 7, 2013 G&O GSP)

This Section is supplemented with the following:

The costs of removing all excess material and debris shall be considered incidental to the Project and as such merged in the various items bid.

Cultivate 4 inches of imported topsoil, Type A into the existing subgrades to a minimum transition depth of 6 inches in areas to be seeded with topsoil, in sod areas, in planting strip areas and in fill slopes to be planted, as shown on the Plans.

8-02.3(4)A Topsoil Type A

(May 4, 2020 G&O GSP)

This Section is supplemented with the following:

Imported Topsoil, Type A, shall be a mixture of 33.3 percent compost by volume, 33.3 percent loam by volume and 33.3 percent sandy loam by volume as defined by USDA soil texture triangle, screened through a 3/8-inch screen or approved equal. Compost shall be made from ground yard waste that has first been screened through a 5/8-inch trammel screen. The composting process shall include five 3-day periods during which the compost temperature is 131 to 165 degrees Fahrenheit. The total composting time period shall be a minimum of 4 months. Topsoil shall be weed free.

8-02.3(5) Roadside Seeding, Lawn and Planting Area Preparation

(May 4, 2020 G&O GSP)

This Section is supplemented with the following:

Seeding, Sod and Planter Strip Areas: Finished grades of planting and seeding areas shall allow for soil preparation and mulch. Finished grades shall be as follows:

Seeding and Sod Areas: 1 inch below all walks, curbs, and/or hard-surface edges.

SPECIAL PROVISIONS - Continued

1 Perform all excavation and backfill necessary to provide finish grade of
 2 landscape areas as indicated and specified. Remove from site excess
 3 and unsuitable material. Landscape areas shall be graded to lines,
 4 grades, and cross sections indicated. Grades shall meet the following:

- 5
- 6 1. Maximum 2:1 slope, unless otherwise indicated.
- 7
- 8 2. Smooth and round off surfaces at abrupt grade changes.
- 9
- 10 3. Feather grades to meet existing gradually. Rake planting areas
 11 smooth and remove surface rocks over 2-inches diameter.
- 12
- 13 4. Provide minimum 2 percent crown or slope in all landscape areas.
 14 The Contractor is responsible for any adverse drainage conditions
 15 that may affect plant growth, unless he contacts the Project
 16 Engineer immediately indicating any possible problem.
- 17

18 Finish grades shall be inspected and accepted by the Contracting Agency
 19 prior to commencing planting or seeding work.

20
 21 The costs of removing all excess material and debris shall be considered
 22 incidental to the Project and as such merged in the various items bid.

23 **Final Acceptance**

24
 25
 26 Final acceptance by the Contracting Agency for soil preparation will be
 27 contingent on the approval of all inspections, and that the soil preparation
 28 is consistent with these specifications and with the Plans.

29 **8-02.4 Measurement**

30 (May 4, 2020 G&O GSP)

31

32 Delete all paragraphs under this Section and replace with the following:

33

34
 35 Topsoil will be measured by the cubic yard to the nearest 0.5 cubic yard in
 36 the haul conveyance or container at the point of delivery. The Inspector
 37 shall be given a copy of the trip ticket or other such evidence, which lists
 38 the quantity delivered and placed on site. The Contractor shall coordinate
 39 same.

40

41
 42 Bark or Wood Chip Mulch will be measured by the cubic yard in the haul
 43 conveyance or container at the point of delivery. The Inspector shall be
 44 given a copy of the trip ticket or other such evidence, which lists the
 45 quantity delivered and placed on site. The Contractor shall coordinate
 same.

SPECIAL PROVISIONS - Continued

1
2 Seeding, fertilizing and mulching will be measured by the square yard by
3 ground slope measurement.
4

8-02.5 Payment

5
6 (May 4, 2020 G&O GSP)
7

8 Delete all paragraphs under this Section and replace with the following:
9

10 Payment will be made in accordance with Section 1-04.1 for each of the
11 following listed bid items that are included in the Proposal:
12

13 "Topsoil, Type __," per cubic yard.
14

15 The unit contract price per cubic yard for "Topsoil, Type __" shall be full
16 pay for all costs necessary for providing the source of material for topsoil
17 Type __, for pre-excavation weed control, excavating, loading, hauling,
18 intermediate windrowing, stockpiling, weed control on stockpiles or
19 windrows, and removal, furnishing, placing, cultivating, spreading,
20 processing, and compacting the topsoil.
21

22 "Bark or Wood Chip Mulch," per cubic yard.
23

24 The unit contract price per cubic yard for "Bark or Wood Chip Mulch" shall
25 be full pay for all costs necessary to furnish and install the bark mulch.
26

27 "Seeding, Fertilizing and Mulching," per square yard.
28

29 The unit contract price per square yard for "Seeding, Fertilizing and
30 Mulching" shall include all costs necessary to prepare the area, furnish
31 and install the seed, fertilizer, mulch and tackifier, erect barriers, control
32 weeds, establish lawn areas, water, mow, complete the Work as specified,
33 and reseed as needed.
34

PROJECT DOCUMENTATION

35
36 (November 24, 2010 G&O GSP)
37

Description

38
39
40 The Work described in this section includes record drawings, photographs, and
41 property release forms.
42
43

SPECIAL PROVISIONS - Continued1 **Construction Requirements**

2

3 **Record Drawings**

4

5 Record drawings and other documents are to be maintained and annotated by
6 the Contractor during construction as follows: (1) a neatly and legibly marked set
7 of Contract Plans showing the final location of piping, structures, paving limits,
8 curbs, gutters, sidewalks, relocated utility structures, monuments, channelization,
9 etc.; (2) additional documents such as schedules, lists, drawings, and
10 easement/permit forms included in the Specifications; and (3) Contractor layout
11 and installation drawings.

12

13 Unless otherwise specified, record drawings shall be full size and maintained in a
14 clean, dry, and legible condition. Record documents shall not be used for
15 construction purposes and shall be available for review by the Contracting
16 Agency during normal working hours at the Contractor's field office. At the
17 completion of the Work and prior to final payment, all record drawings and
18 attachments shall be submitted to the Contracting Agency.

19

20 The record drawings shall be prepared concurrently with the Work being
21 performed and shall be kept current at all times. Annotations to the record
22 documents shall be made with an erasable colored pencil conforming to the
23 following color code:

24

25	Additions	-	Red
26	Deletions	-	Green
27	Comments	-	Blue
28	Dimensions	-	Graphite

29

30 The record drawings shall identify all existing or abandoned utilities that were
31 found during construction and not shown on the original Contract Plans.

32

33 The Contractor will be provided with one set of Contract Plans for this purpose.
34 At the end of the project, each record drawing and other document shall be
35 stamped and signed by the Contractor, attesting to the accuracy of the drawing
36 or other document.

37

38 **Photographs**

39

40 The Contractor shall provide comprehensive preconstruction photographs of the
41 entire Work site and adjoining properties. The photographs shall provide
42 complete coverage of all features.

43

44 Before construction starts, electronic files of all photos shall be delivered to the
45 Contracting Agency. Photographs shall be taken in and along the project limits,

SPECIAL PROVISIONS - Continued

1 prior to construction. Special attention shall be provided to depict existing
2 conditions, edge of pavement, drainage facilities, private improvements, and
3 utility markers. The photographs shall be provided with date the photos were
4 taken, and arranged in a logical order. The Contractor shall provide post-
5 construction photographs from the same spot and angle as the pre-construction
6 photographs. An electronic file of post-construction photos shall be submitted.
7 The Contractor shall provide 24 pre- and 24 post-construction photographs of the
8 Work site.

Property Release Forms

11
12 The Contractor shall be held responsible for acquiring signed property release
13 forms in the format provided in the Appendix, for all properties which have been
14 disturbed or damaged by the Contractor's operations, or utilized by the
15 Contractor for staging, storing, or stock piling of materials or equipment.

16
17 This work shall include submitting the form(s), as further shown herein, by
18 certified mail to each property owner effected and further including therein a self
19 addressed stamped envelope for the property owner's use. The enclosed self
20 addressed envelope shall be addressed to: City of Medina, c/o Ryan Osada,
21 Public Works Director, 501 Evergreen Point Road, Medina, Washington 98039.
22 Contractor shall provide a copy of all certified mailings to the Contracting Agency.

Payment

23
24
25
26 "Project Documentation," lump sum.

27
28 The lump sum contract price for "Project Documentation" shall be full
29 compensation for all costs incurred by the Contractor in performing the work
30 defined in this Section. The Contractor's record drawings will be reviewed
31 monthly for completeness by the Contracting Agency. If the record drawings do
32 not reflect the work performed, payment for those items of work not reflected on
33 the record drawings shall not be included in the current monthly progress
34 estimate.

DIVISION 9
MATERIALS

1 **DIVISION 9**

2
3 **MATERIALS**

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5 **9-05 DRAINAGE STRUCTURES AND CULVERTS**

6
7 **9-05.15(2) Metal Frame and Solid Metal Cover for Catch Basins or Inlets**
8 (January 4, 2010 G&O GSP)

9
10 This Section is supplemented with the following:

11
12 Metal frames and solid metal covers for catch basins or inlets shall conform
13 to Section 9-05.15(2) of the Standard Specifications unless indicated
14 otherwise in the Contract Documents.

15
16 **9-05.20 Corrugated Polyethylene Storm Sewer Pipe**
17 (January 7, 2013 G&O GSP)

18
19 Delete the first sentence of the first paragraph and replace with the following:

20
21 Corrugated polyethylene storm sewer pipe, couplings and fittings shall meet
22 the requirements of AASHTO M 294 Type S.

PART 4
WAGE RATES

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 07/24/2023

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
King	Asbestos Abatement Workers	Journey Level	\$56.80	5D	1H		View
King	Boilermakers	Journey Level	\$74.29	5N	1C		View
King	Brick Mason	Journey Level	\$66.32	7E	1N		View
King	Brick Mason	Pointer-Caulker-Cleaner	\$66.32	7E	1N		View
King	Building Service Employees	Janitor	\$28.23	5S	2F		View
King	Building Service Employees	Traveling Waxer/Shampooer	\$28.68	5S	2F		View
King	Building Service Employees	Window Cleaner (Non-Scaffold)	\$32.18	5S	2F		View
King	Building Service Employees	Window Cleaner (Scaffold)	\$33.18	5S	2F		View
King	Cabinet Makers (In Shop)	Journey Level	\$22.74		1		View
King	Carpenters	Acoustical Worker	\$71.53	15J	4C		View
King	Carpenters	Bridge, Dock And Wharf Carpenters	\$71.53	15J	4C		View
King	Carpenters	Floor Layer & Floor Finisher	\$71.53	15J	4C		View
King	Carpenters	Journey Level	\$71.53	15J	4C		View
King	Carpenters	Scaffold Erector	\$71.53	15J	4C		View
King	Cement Masons	Application of all Composition Mastic	\$70.09	15J	4U		View
King	Cement Masons	Application of all Epoxy Material	\$69.59	15J	4U		View
King	Cement Masons	Application of all Plastic Material	\$70.09	15J	4U		View
King	Cement Masons	Application of Sealing Compound	\$69.59	15J	4U		View
King	Cement Masons	Application of Underlayment	\$70.09	15J	4U		View
King	Cement Masons	Building General	\$69.59	15J	4U		View
King	Cement Masons	Composition or Kalman Floors	\$70.09	15J	4U		View
King	Cement Masons	Concrete Paving	\$69.59	15J	4U		View
King	Cement Masons	Curb & Gutter Machine	\$70.09	15J	4U		View
King	Cement Masons	Curb & Gutter, Sidewalks	\$69.59	15J	4U		View
King	Cement Masons	Curing Concrete	\$69.59	15J	4U		View
King	Cement Masons	Finish Colored Concrete	\$70.09	15J	4U		View

King	Cement Masons	Floor Grinding	\$70.09	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Floor Grinding/Polisher	\$69.59	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Green Concrete Saw, self-powered	\$70.09	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Grouting of all Plates	\$69.59	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Grouting of all Tilt-up Panels	\$69.59	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Gunite Nozzleman	\$70.09	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Hand Powered Grinder	\$70.09	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Journey Level	\$69.59	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Patching Concrete	\$69.59	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Pneumatic Power Tools	\$70.09	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Power Chipping & Brushing	\$70.09	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Sand Blasting Architectural Finish	\$70.09	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Screed & Rodding Machine	\$70.09	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Spackling or Skim Coat Concrete	\$69.59	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Troweling Machine Operator	\$70.09	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Troweling Machine Operator on Colored Slabs	\$70.09	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Tunnel Workers	\$70.09	<u>15J</u>	<u>4U</u>		View
King	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$126.05	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Dive Supervisor/Master	\$89.94	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Diver	\$126.05	<u>15J</u>	<u>4C</u>	<u>8V</u>	View
King	Divers & Tenders	Diver On Standby	\$84.94	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Diver Tender	\$77.16	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$89.09	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$94.09	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$107.09	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$103.09	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$105.59	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$110.59	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$112.59	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$114.59	<u>15J</u>	<u>4C</u>		View

King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$116.59	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Manifold Operator	\$77.16	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Manifold Operator Mixed Gas	\$82.16	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$77.16	<u>15J</u>	<u>4C</u>		View
King	Divers & Tenders	Remote Operated Vehicle Tender	\$71.98	<u>15J</u>	<u>4C</u>		View
King	Dredge Workers	Assistant Engineer	\$76.56	<u>5D</u>	<u>3F</u>		View
King	Dredge Workers	Assistant Mate (Deckhand)	\$75.97	<u>5D</u>	<u>3F</u>		View
King	Dredge Workers	Boatmen	\$76.56	<u>5D</u>	<u>3F</u>		View
King	Dredge Workers	Engineer Welder	\$78.03	<u>5D</u>	<u>3F</u>		View
King	Dredge Workers	Leverman, Hydraulic	\$79.59	<u>5D</u>	<u>3F</u>		View
King	Dredge Workers	Mates	\$76.56	<u>5D</u>	<u>3F</u>		View
King	Dredge Workers	Oiler	\$75.97	<u>5D</u>	<u>3F</u>		View
King	Drywall Applicator	Journey Level	\$71.53	<u>15J</u>	<u>4C</u>		View
King	Drywall Tapers	Journey Level	\$70.61	<u>5P</u>	<u>1E</u>		View
King	Electrical Fixture Maintenance Workers	Journey Level	\$37.19	<u>5L</u>	<u>1E</u>		View
King	Electricians - Inside	Cable Splicer	\$102.90	<u>7C</u>	<u>4E</u>		View
King	Electricians - Inside	Cable Splicer (tunnel)	\$110.61	<u>7C</u>	<u>4E</u>		View
King	Electricians - Inside	Certified Welder	\$99.38	<u>7C</u>	<u>4E</u>		View
King	Electricians - Inside	Certified Welder (tunnel)	\$106.75	<u>7C</u>	<u>4E</u>		View
King	Electricians - Inside	Construction Stock Person	\$49.28	<u>7C</u>	<u>4E</u>		View
King	Electricians - Inside	Journey Level	\$95.88	<u>7C</u>	<u>4E</u>		View
King	Electricians - Inside	Journey Level (tunnel)	\$102.90	<u>7C</u>	<u>4E</u>		View
King	Electricians - Motor Shop	Journey Level	\$48.68	<u>5A</u>	<u>1B</u>		View
King	Electricians - Powerline Construction	Cable Splicer	\$93.00	<u>5A</u>	<u>4D</u>		View
King	Electricians - Powerline Construction	Certified Line Welder	\$85.42	<u>5A</u>	<u>4D</u>		View
King	Electricians - Powerline Construction	Groundperson	\$55.27	<u>5A</u>	<u>4D</u>		View
King	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$85.42	<u>5A</u>	<u>4D</u>		View
King	Electricians - Powerline Construction	Journey Level Lineperson	\$85.42	<u>5A</u>	<u>4D</u>		View
King	Electricians - Powerline Construction	Line Equipment Operator	\$73.35	<u>5A</u>	<u>4D</u>		View
King	Electricians - Powerline Construction	Meter Installer	\$55.27	<u>5A</u>	<u>4D</u>	<u>8W</u>	View
King	Electricians - Powerline Construction	Pole Sprayer	\$85.42	<u>5A</u>	<u>4D</u>		View
King	Electricians - Powerline Construction	Powderperson	\$63.50	<u>5A</u>	<u>4D</u>		View
King	Electronic Technicians	Journey Level	\$62.13	<u>7E</u>	<u>1E</u>		View
King	Elevator Constructors	Mechanic	\$107.49	<u>7D</u>	<u>4A</u>		View
King	Elevator Constructors	Mechanic In Charge	\$116.13	<u>7D</u>	<u>4A</u>		View
King	Fabricated Precast Concrete Products	All Classifications - In-Factory Work Only	\$21.34	<u>5B</u>	<u>1R</u>		View

King	Fence Erectors	Fence Erector	\$48.14	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Fence Erectors	Fence Laborer	\$48.14	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Flaggers	Journey Level	\$48.14	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Glaziers	Journey Level	\$75.91	<u>7L</u>	<u>1Y</u>		View
King	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$84.84	<u>15H</u>	<u>11C</u>		View
King	Heating Equipment Mechanics	Journey Level	\$94.11	<u>7F</u>	<u>1E</u>		View
King	Hod Carriers & Mason Tenders	Journey Level	\$59.85	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Industrial Power Vacuum Cleaner	Journey Level	\$15.74		<u>1</u>		View
King	Inland Boatmen	Boat Operator	\$61.41	<u>5B</u>	<u>1K</u>		View
King	Inland Boatmen	Cook	\$56.48	<u>5B</u>	<u>1K</u>		View
King	Inland Boatmen	Deckhand	\$57.48	<u>5B</u>	<u>1K</u>		View
King	Inland Boatmen	Deckhand Engineer	\$58.81	<u>5B</u>	<u>1K</u>		View
King	Inland Boatmen	Launch Operator	\$58.89	<u>5B</u>	<u>1K</u>		View
King	Inland Boatmen	Mate	\$57.31	<u>5B</u>	<u>1K</u>		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$31.49		<u>1</u>		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$15.74		<u>1</u>		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$24.91		<u>1</u>		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$19.33		<u>1</u>		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$20.45		<u>1</u>		View
King	Insulation Applicators	Journey Level	\$71.53	<u>15J</u>	<u>4C</u>		View
King	Ironworkers	Journeyman	\$83.79	<u>15K</u>	<u>11N</u>		View
King	Laborers	Air, Gas Or Electric Vibrating Screed	\$56.80	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Airtrac Drill Operator	\$58.56	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Ballast Regular Machine	\$56.80	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Batch Weighman	\$48.14	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Brick Pavers	\$56.80	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Brush Cutter	\$56.80	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Brush Hog Feeder	\$56.80	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Burner	\$56.80	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Caisson Worker	\$58.56	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Carpenter Tender	\$56.80	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Cement Dumper-paving	\$57.84	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Cement Finisher Tender	\$56.80	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Change House Or Dry Shack	\$56.80	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Chipping Gun (30 Lbs. And Over)	\$57.84	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Chipping Gun (Under 30 Lbs.)	\$56.80	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Choker Setter	\$56.80	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View

King	Laborers	Chuck Tender	\$56.80	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Clary Power Spreader	\$57.84	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Clean-up Laborer	\$56.80	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Concrete Dumper/Chute Operator	\$57.84	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Concrete Form Stripper	\$56.80	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Concrete Placement Crew	\$57.84	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Concrete Saw Operator/Core Driller	\$57.84	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Crusher Feeder	\$48.14	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Curing Laborer	\$56.80	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$56.80	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Ditch Digger	\$56.80	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Diver	\$58.56	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Drill Operator (Hydraulic, Diamond)	\$57.84	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Dry Stack Walls	\$56.80	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Dump Person	\$56.80	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Epoxy Technician	\$56.80	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Erosion Control Worker	\$56.80	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Faller & Bucker Chain Saw	\$57.84	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Fine Graders	\$56.80	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Firewatch	\$48.14	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Form Setter	\$57.84	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Gabian Basket Builders	\$56.80	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	General Laborer	\$56.80	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Grade Checker & Transit Person	\$59.85	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Grinders	\$56.80	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Grout Machine Tender	\$56.80	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$57.84	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Guardrail Erector	\$56.80	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Hazardous Waste Worker (Level A)	\$58.56	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Hazardous Waste Worker (Level B)	\$57.84	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Hazardous Waste Worker (Level C)	\$56.80	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	High Scaler	\$58.56	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Jackhammer	\$57.84	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Laserbeam Operator	\$57.84	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Maintenance Person	\$56.80	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Manhole Builder-Mudman	\$57.84	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Material Yard Person	\$56.80	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Mold Abatement Worker	\$56.80	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View
King	Laborers	Motorman-Dinky Locomotive	\$59.95	<u>15J</u>	<u>4V</u>	<u>8Y</u>	View

King	Laborers	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	\$59.85	15J	4V	8Y	View
King	Laborers	Pavement Breaker	\$57.84	15J	4V	8Y	View
King	Laborers	Pilot Car	\$48.14	15J	4V	8Y	View
King	Laborers	Pipe Layer (Lead)	\$59.85	15J	4V	8Y	View
King	Laborers	Pipe Layer/Tailor	\$57.84	15J	4V	8Y	View
King	Laborers	Pipe Pot Tender	\$57.84	15J	4V	8Y	View
King	Laborers	Pipe Reliner	\$57.84	15J	4V	8Y	View
King	Laborers	Pipe Wrapper	\$57.84	15J	4V	8Y	View
King	Laborers	Pot Tender	\$56.80	15J	4V	8Y	View
King	Laborers	Powderman	\$58.56	15J	4V	8Y	View
King	Laborers	Powderman's Helper	\$56.80	15J	4V	8Y	View
King	Laborers	Power Jacks	\$57.84	15J	4V	8Y	View
King	Laborers	Railroad Spike Puller - Power	\$57.84	15J	4V	8Y	View
King	Laborers	Raker - Asphalt	\$59.85	15J	4V	8Y	View
King	Laborers	Re-timberman	\$58.56	15J	4V	8Y	View
King	Laborers	Remote Equipment Operator	\$57.84	15J	4V	8Y	View
King	Laborers	Rigger/Signal Person	\$57.84	15J	4V	8Y	View
King	Laborers	Rip Rap Person	\$56.80	15J	4V	8Y	View
King	Laborers	Rivet Buster	\$57.84	15J	4V	8Y	View
King	Laborers	Rodder	\$57.84	15J	4V	8Y	View
King	Laborers	Scaffold Erector	\$56.80	15J	4V	8Y	View
King	Laborers	Scale Person	\$56.80	15J	4V	8Y	View
King	Laborers	Sloper (Over 20")	\$57.84	15J	4V	8Y	View
King	Laborers	Sloper Sprayer	\$56.80	15J	4V	8Y	View
King	Laborers	Spreader (Concrete)	\$57.84	15J	4V	8Y	View
King	Laborers	Stake Hopper	\$56.80	15J	4V	8Y	View
King	Laborers	Stock Piler	\$56.80	15J	4V	8Y	View
King	Laborers	Swinging Stage/Boatswain Chair	\$48.14	15J	4V	8Y	View
King	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$57.84	15J	4V	8Y	View
King	Laborers	Tamper (Multiple & Self-propelled)	\$57.84	15J	4V	8Y	View
King	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$57.84	15J	4V	8Y	View
King	Laborers	Toolroom Person (at Jobsite)	\$56.80	15J	4V	8Y	View
King	Laborers	Topper	\$56.80	15J	4V	8Y	View
King	Laborers	Track Laborer	\$56.80	15J	4V	8Y	View
King	Laborers	Track Liner (Power)	\$57.84	15J	4V	8Y	View
King	Laborers	Traffic Control Laborer	\$51.48	15J	4V	9C	View
King	Laborers	Traffic Control Supervisor	\$54.55	15J	4V	9C	View
King	Laborers	Truck Spotter	\$56.80	15J	4V	8Y	View
King	Laborers	Tugger Operator	\$57.84	15J	4V	8Y	View

King	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$158.87	15J	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$163.90	15J	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$167.58	15J	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$173.28	15J	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$175.40	15J	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$180.50	15J	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$182.40	15J	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$184.40	15J	4V	9B	View
King	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$186.40	15J	4V	9B	View
King	Laborers	Tunnel Work-Guage and Lock Tender	\$59.95	15J	4V	8Y	View
King	Laborers	Tunnel Work-Miner	\$59.95	15J	4V	8Y	View
King	Laborers	Vibrator	\$57.84	15J	4V	8Y	View
King	Laborers	Vinyl Seamer	\$56.80	15J	4V	8Y	View
King	Laborers	Watchman	\$43.76	15J	4V	8Y	View
King	Laborers	Welder	\$57.84	15J	4V	8Y	View
King	Laborers	Well Point Laborer	\$57.84	15J	4V	8Y	View
King	Laborers	Window Washer/Cleaner	\$43.76	15J	4V	8Y	View
King	Laborers - Underground Sewer & Water	General Laborer & Topman	\$56.80	15J	4V	8Y	View
King	Laborers - Underground Sewer & Water	Pipe Layer	\$57.84	15J	4V	8Y	View
King	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$43.76	15J	4V	8Y	View
King	Landscape Construction	Landscape Operator	\$78.80	15J	11G	8X	View
King	Landscape Maintenance	Groundskeeper	\$17.87		1		View
King	Lathers	Journey Level	\$71.53	15J	4C		View
King	Marble Setters	Journey Level	\$66.32	7E	1N		View
King	Metal Fabrication (In Shop)	Fitter/Certified Welder	\$42.17	15I	11E		View
King	Metal Fabrication (In Shop)	General Laborer	\$30.07	15I	11E		View
King	Metal Fabrication (In Shop)	Mechanic	\$43.63	15I	11E		View
King	Metal Fabrication (In Shop)	Welder/Burner	\$39.28	15I	11E		View
King	Millwright	Journey Level	\$73.08	15J	4C		View
King	Modular Buildings	Cabinet Assembly	\$15.74		1		View
King	Modular Buildings	Electrician	\$15.74		1		View
King	Modular Buildings	Equipment Maintenance	\$15.74		1		View
King	Modular Buildings	Plumber	\$15.74		1		View
King	Modular Buildings	Production Worker	\$15.74		1		View
King	Modular Buildings	Tool Maintenance	\$15.74		1		View
King	Modular Buildings	Utility Person	\$15.74		1		View
King	Modular Buildings	Welder	\$15.74		1		View

King	Painters	Journey Level	\$49.46	<u>6Z</u>	<u>11J</u>		View
King	Pile Driver	Crew Tender	\$77.16	<u>15J</u>	<u>4C</u>		View
King	Pile Driver	Journey Level	\$71.98	<u>15J</u>	<u>4C</u>		View
King	Plasterers	Journey Level	\$67.49	<u>7Q</u>	<u>1R</u>		View
King	Plasterers	Nozzleman	\$71.49	<u>7Q</u>	<u>1R</u>		View
King	Playground & Park Equipment Installers	Journey Level	\$15.74		<u>1</u>		View
King	Plumbers & Pipefitters	Journey Level	\$96.69	<u>6Z</u>	<u>1G</u>		View
King	Power Equipment Operators	Asphalt Plant Operators	\$80.12	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Assistant Engineer	\$75.35	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Barrier Machine (zipper)	\$79.41	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Batch Plant Operator: concrete	\$79.41	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Boat Operator	\$80.33	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators	Bobcat	\$75.35	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$75.35	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Brooms	\$75.35	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Bump Cutter	\$79.41	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Cableways	\$80.12	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Chipper	\$79.41	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Compressor	\$75.35	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$75.35	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$78.80	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$80.12	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$79.41	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Conveyors	\$78.80	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Cranes Friction: 200 tons and over	\$82.76	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$75.55	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$81.12	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$79.62	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$81.97	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$82.76	<u>7A</u>	<u>11H</u>	<u>8X</u>	View

King	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$80.33	7A	11H	8X	View
King	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$81.97	7A	11H	8X	View
King	Power Equipment Operators	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$79.00	7A	11H	8X	View
King	Power Equipment Operators	Crusher	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Deck Engineer/Deck Winches (power)	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Derricks, On Building Work	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Dozers D-9 & Under	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Drilling Machine	\$80.92	15J	11G	8X	View
King	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Gradechecker/Stakeman	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Guardrail Punch	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Horizontal/Directional Drill Locator	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Horizontal/Directional Drill Operator	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$79.00	7A	11H	8X	View
King	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$75.55	7A	11H	8X	View
King	Power Equipment Operators	Leverman	\$81.75	15J	11G	8X	View
King	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Loaders, Plant Feed	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Loaders: Elevating Type Belt	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Locomotives, All	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Material Transfer Device	\$79.41	15J	11G	8X	View

King	Power Equipment Operators	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$80.92	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Motor Patrol Graders	\$80.12	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$80.12	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$75.35	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$78.80	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	\$79.62	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$81.12	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$80.33	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators	Pavement Breaker	\$75.35	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$79.41	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$78.80	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Posthole Digger, Mechanical	\$75.35	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Power Plant	\$75.35	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Pumps - Water	\$75.35	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$80.12	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Quick Tower: no cab, under 100 feet in height base to boom	\$79.41	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$80.12	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Rigger and Bellman	\$75.55	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$79.00	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Power Equipment Operators	Rollagon	\$80.12	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Roller, Other Than Plant Mix	\$75.35	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$78.80	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Roto-mill, Roto-grinder	\$79.41	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Saws - Concrete	\$78.80	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$79.41	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Scrapers - Concrete & Carry All	\$78.80	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$80.12	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Service Engineers: Equipment	\$78.80	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Shotcrete/Gunite Equipment	\$75.35	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$78.80	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$80.12	<u>15J</u>	<u>11G</u>	<u>8X</u>	View

King	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$80.92	15J	11G	8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$81.75	15J	11G	8X	View
King	Power Equipment Operators	Slipform Pavers	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Spreader, Topsider & Screedman	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Subgrader Trimmer	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Tower Bucket Elevators	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$81.97	7A	11H	8X	View
King	Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$81.12	7A	11H	8X	View
King	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$82.76	7A	11H	8X	View
King	Power Equipment Operators	Transporters, All Track Or Truck Type	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Trenching Machines	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	\$79.62	7A	11H	8X	View
King	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$79.00	7A	11H	8X	View
King	Power Equipment Operators	Truck Mount Portable Conveyor	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Welder	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Wheel Tractors, Farmall Type	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Yo Yo Pay Dozer	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operators	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Assistant Engineer	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Barrier Machine (zipper)	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Batch Plant Operator, Concrete	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Boat Operator	\$80.33	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Bobcat	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Brooms	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Bump Cutter	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cableways	\$80.12	15J	11G	8X	View

King	Power Equipment Operators-Underground Sewer & Water	Chipper	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Compressor	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Concrete Finish Machine - Laser Screed	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$78.80	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Conveyors	\$78.80	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes Friction: 200 tons and over	\$82.76	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$75.55	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$81.12	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$79.62	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$79.62	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$81.97	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$82.76	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$80.33	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$81.97	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$79.00	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Crusher	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Deck Engineer/Deck Winches (power)	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Derricks, On Building Work	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Dozers D-9 & Under	\$78.80	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$78.80	15J	11G	8X	View

King	Power Equipment Operators-Underground Sewer & Water	Drilling Machine	\$80.92	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$78.80	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Gradechecker/Stakeman	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Guardrail Punch	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Horizontal/Directional Drill Locator	\$78.80	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Horizontal/Directional Drill Operator	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$75.55	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$79.00	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Leverman	\$81.75	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Loaders, Plant Feed	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Loaders: Elevating Type Belt	\$78.80	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Locomotives, All	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Material Transfer Device	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$80.92	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Motor Patrol Graders	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$75.35	15J	11G	8X	View

King	Power Equipment Operators-Underground Sewer & Water	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$78.80	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	\$79.62	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 100 tons and over	\$81.12	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	\$80.33	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Pavement Breaker	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$78.80	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Posthole Digger, Mechanical	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Power Plant	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Pumps - Water	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height base to boom	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Rigger and Bellman	\$75.55	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	\$79.00	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Rollagon	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Roller, Other Than Plant Mix	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$78.80	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Roto-mill, Roto-grinder	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Saws - Concrete	\$78.80	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Scrapers - Concrete & Carry All	\$78.80	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shotcrete/Gunite Equipment	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$78.80	15J	11G	8X	View

King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$80.92	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$81.75	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Slipform Pavers	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Spreader, Topsider & Screedman	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Subgrader Trimmer	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Tower Bucket Elevators	\$78.80	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$81.97	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Tower crane: up to 175' in height base to boom	\$81.12	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	\$82.76	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Transporters, All Track Or Truck Type	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Trenching Machines	\$78.80	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$79.62	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$79.62	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	\$79.00	7A	11H	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Truck Mount Portable Conveyor	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$79.41	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Welder	\$80.12	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Wheel Tractors, Farmall Type	\$75.35	15J	11G	8X	View
King	Power Equipment Operators-Underground Sewer & Water	Yo Yo Pay Dozer	\$79.41	15J	11G	8X	View
King	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$57.22	5A	4A		View
King	Power Line Clearance Tree Trimmers	Spray Person	\$54.32	5A	4A		View
King	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$57.22	5A	4A		View
King	Power Line Clearance Tree Trimmers	Tree Trimmer	\$51.18	5A	4A		View

King	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$38.99	<u>5A</u>	<u>4A</u>	View
King	Refrigeration & Air Conditioning Mechanics	Journey Level	\$92.51	<u>6Z</u>	<u>1G</u>	View
King	Residential Brick Mason	Journey Level	\$66.32	<u>7E</u>	<u>1N</u>	View
King	Residential Carpenters	Journey Level	\$36.44		<u>1</u>	View
King	Residential Cement Masons	Journey Level	\$46.64		<u>1</u>	View
King	Residential Drywall Applicators	Journey Level	\$71.53	<u>15J</u>	<u>4C</u>	View
King	Residential Drywall Tapers	Journey Level	\$36.36		<u>1</u>	View
King	Residential Electricians	Journey Level	\$48.80		<u>1</u>	View
King	Residential Glaziers	Journey Level	\$28.93		<u>1</u>	View
King	Residential Insulation Applicators	Journey Level	\$28.18		<u>1</u>	View
King	Residential Laborers	Journey Level	\$29.73		<u>1</u>	View
King	Residential Marble Setters	Journey Level	\$27.38		<u>1</u>	View
King	Residential Painters	Journey Level	\$23.47		<u>1</u>	View
King	Residential Plumbers & Pipefitters	Journey Level	\$96.69	<u>6Z</u>	<u>1G</u>	View
King	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$92.51	<u>6Z</u>	<u>1G</u>	View
King	Residential Sheet Metal Workers	Journey Level	\$94.11	<u>7F</u>	<u>1E</u>	View
King	Residential Soft Floor Layers	Journey Level	\$55.76	<u>5A</u>	<u>3J</u>	View
King	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$58.26	<u>5C</u>	<u>2R</u>	View
King	Residential Stone Masons	Journey Level	\$66.32	<u>7E</u>	<u>1N</u>	View
King	Residential Terrazzo Workers	Journey Level	\$60.36	<u>7E</u>	<u>1N</u>	View
King	Residential Terrazzo/Tile Finishers	Journey Level	\$24.39		<u>1</u>	View
King	Residential Tile Setters	Journey Level	\$21.04		<u>1</u>	View
King	Roofers	Journey Level	\$60.95	<u>5A</u>	<u>3H</u>	View
King	Roofers	Using Irritable Bituminous Materials	\$63.95	<u>5A</u>	<u>3H</u>	View
King	Sheet Metal Workers	Journey Level (Field or Shop)	\$94.11	<u>7F</u>	<u>1E</u>	View
King	Shipbuilding & Ship Repair	New Construction Boilermaker	\$50.35	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	New Construction Carpenter	\$50.95	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	New Construction Crane Operator	\$41.83	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	New Construction Electrician	\$50.42	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$84.84	<u>15H</u>	<u>11C</u>	View
King	Shipbuilding & Ship Repair	New Construction Laborer	\$50.95	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	New Construction Machinist	\$50.95	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	New Construction Operating Engineer	\$41.83	<u>7V</u>	<u>1</u>	View
King	Shipbuilding & Ship Repair	New Construction Painter	\$50.95	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	New Construction Pipefitter	\$50.95	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	New Construction Rigger	\$50.35	<u>7X</u>	<u>4J</u>	View
King	Shipbuilding & Ship Repair	New Construction Sheet Metal	\$50.35	<u>7X</u>	<u>4J</u>	View

King	Shipbuilding & Ship Repair	New Construction Shipwright	\$50.95	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$41.83	<u>7V</u>	<u>1</u>		View
King	Shipbuilding & Ship Repair	New Construction Welder / Burner	\$50.35	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$50.35	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Carpenter	\$50.95	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	<u>7Y</u>	<u>4K</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Electrician	\$50.42	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$84.84	<u>15H</u>	<u>11C</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Laborer	\$50.95	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Machinist	\$50.95	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06	<u>7Y</u>	<u>4K</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Painter	\$50.95	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$50.95	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Rigger	\$50.35	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$50.35	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Shipwright	\$50.95	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	<u>7Y</u>	<u>4K</u>		View
King	Sign Makers & Installers (Electrical)	Journey Level	\$55.78	<u>0</u>	<u>1</u>		View
King	Sign Makers & Installers (Non-Electrical)	Journey Level	\$35.73	<u>0</u>	<u>1</u>		View
King	Soft Floor Layers	Journey Level	\$62.39	<u>15J</u>	<u>4C</u>		View
King	Solar Controls For Windows	Journey Level	\$15.74		<u>1</u>		View
King	Sprinkler Fitters (Fire Protection)	Journey Level	\$92.49	<u>5C</u>	<u>1X</u>		View
King	Stage Rigging Mechanics (Non Structural)	Journey Level	\$15.74		<u>1</u>		View
King	Stone Masons	Journey Level	\$66.32	<u>7E</u>	<u>1N</u>		View
King	Street And Parking Lot Sweeper Workers	Journey Level	\$19.09		<u>1</u>		View
King	Surveyors	Assistant Construction Site Surveyor	\$79.00	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Surveyors	Chainman	\$75.55	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Surveyors	Construction Site Surveyor	\$80.33	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Surveyors	Drone Operator (when used in conjunction with survey work only)	\$75.55	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Surveyors	Ground Penetrating Radar Operator	\$75.55	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
King	Telecommunication Technicians	Journey Level	\$62.13	<u>7E</u>	<u>1E</u>		View
King	Telephone Line Construction - Outside	Cable Splicer	\$39.15	<u>5A</u>	<u>2B</u>		View
King	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$26.29	<u>5A</u>	<u>2B</u>		View
King	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$32.72	<u>5A</u>	<u>2B</u>		View

King	Telephone Line Construction - Outside	Telephone Lineperson	\$37.00	<u>5A</u>	<u>2B</u>		View
King	Terrazzo Workers	Journey Level	\$60.36	<u>7E</u>	<u>1N</u>		View
King	Tile Setters	Journey Level	\$60.36	<u>7E</u>	<u>1N</u>		View
King	Tile, Marble & Terrazzo Finishers	Finisher	\$51.19	<u>7E</u>	<u>1N</u>		View
King	Traffic Control Stripers	Journey Level	\$51.90	<u>7A</u>	<u>1K</u>		View
King	Truck Drivers	Asphalt Mix Over 16 Yards	\$72.45	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
King	Truck Drivers	Asphalt Mix To 16 Yards	\$71.61	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
King	Truck Drivers	Dump Truck	\$71.61	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
King	Truck Drivers	Dump Truck & Trailer	\$72.45	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
King	Truck Drivers	Other Trucks	\$72.45	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
King	Truck Drivers - Ready Mix	Transit Mix	\$72.45	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
King	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$17.71		<u>1</u>		View
King	Well Drillers & Irrigation Pump Installers	Oiler	\$15.74		<u>1</u>		View
King	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		<u>1</u>		View

Benefit Code Key – Effective 3/3/2023 thru 8/30/2023

Overtime Codes

Overtime calculations are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
 - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
 - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
 - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
 - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Benefit Code Key – Effective 3/3/2023 thru 8/30/2023

Overtime Codes Continued

1. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
- W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
- Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
- Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

Benefit Code Key – Effective 3/3/2023 thru 8/30/2023

Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
- F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
- M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
- O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
- H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
- J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

Benefit Code Key – Effective 3/3/2023 thru 8/30/2023

Overtime Codes Continued

4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage
- C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.
- D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Benefit Code Key – Effective 3/3/2023 thru 8/30/2023

Overtime Codes Continued

4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- S. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, work performed in excess of (10) hours shall be paid at one and one half (1-1/2) times the hourly rate of pay. On Monday through Friday, work performed outside the normal work hours of 6:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations).

All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Multiple Shift Operations: When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. Special Shifts: The Special Shift Premium is the basic hourly rate of pay plus \$2.00 an hour. When due to conditions beyond the control of the employer or when an owner (not acting as the contractor), a government agency or the contract specifications require more than four (4) hours of a special shift can only be performed outside the normal 6am to 6pm shift then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid the special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday).

Benefit Code Key – Effective 3/3/2023 thru 8/30/2023

Overtime Codes Continued

4. V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

- X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

When an employee returns to work without at a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

11. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- B After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- C The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage. All non-overtime and non-holiday hours worked between 4:00 pm and 5:00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.

Benefit Code Key – Effective 3/3/2023 thru 8/30/2023

Overtime Codes Continued

11. D. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
- E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
- F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one-half times the hourly rate of wage for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- G. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.
- All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of nine (9) hours or more. When an employee returns to work without at least nine (9) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the nine (9) hours rest period.
- H. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.
- All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of ten (10) hours or more. When an employee returns to work without at least ten (10) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the ten (10) hours rest period.

Benefit Code Key – Effective 3/3/2023 thru 8/30/2023

Overtime Codes Continued

11. J. All hours worked on holidays shall be paid at double the hourly rate of wage.
- K. On Monday through Friday hours worked outside 4:00 am and 5:00 pm, and the first two (2) hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked over 10 hours per day Monday through Friday, and all hours worked on Saturdays, Sundays, and Holidays worked shall be paid at double the hourly rate of wage.
- L. An employee working outside 5:00 am and 5:00 pm shall receive an additional two dollar (\$2.00) per hour for all hours worked that shift. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
- M. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.
- Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 am to 6:00 pm, then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten shifts.
- On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.
- Shift Pay Premium: In an addition to any overtime already required, all hours worked between the hours of 6:00 pm and 5:00 am shall receive an additional two dollars (\$2.00) per hour.
- N. All work performed over twelve hours in a shift and all work performed on Sundays and Holidays shall be paid at double the straight time rate.
- Any time worked over eight (8) hours on Saturday shall be paid double the straight time rate, except employees assigned to work six 10-hour shifts per week shall be paid double the straight time rate for any time worked on Saturday over 10 hours.

Benefit Code Key – Effective 3/3/2023 thru 8/30/2023

Holiday Codes

5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
- C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
- I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
6. G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
- H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).

Benefit Code Key – Effective 3/3/2023 thru 8/30/2023

Holiday Codes Continued

6. T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Benefit Code Key – Effective 3/3/2023 thru 8/30/2023

Holiday Codes Continued

7. J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, Christmas Eve, and Christmas Day (9). Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday. Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Benefit Code Key – Effective 3/3/2023 thru 8/30/2023

Holiday Codes Continued

15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Note Codes

8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

Benefit Code Key – Effective 3/3/2023 thru 8/30/2023

Note Codes Continued

8. U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.
- V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.
- X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.
- When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)
- Y. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.
- Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.
- Z. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Benefit Code Key – Effective 3/3/2023 thru 8/30/2023

Note Codes Continued

9. A. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

(A) – 130' to 199' – \$0.50 per hour over their classification rate.

(B) – 200' to 299' – \$0.80 per hour over their classification rate.

(C) – 300' and over – \$1.00 per hour over their classification rate.

- B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

- C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

- D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

Benefit Code Key – Effective 3/3/2023 thru 8/30/2023

Note Codes Continued

9. H. One (1) person crew shall consist of a Party Chief. (Total Station or similar one (1) person survey system). Two (2) person survey party shall consist of a least a Party Chief and a Chain Person. Three (3) person survey party shall consist of at least a Party Chief, an Instrument Person, and a Chain Person.

PART 5
APPENDIX

APPENDIX A
PROPERTY RELEASE

PROPERTY RELEASE

(Owner's Name)

(Property Address)

DATE: _____

I, _____, owner of _____
(Property Owner's Name) (Property

_____, hereby release
(Description or Address)

_____, from any property
(Contractor's Name)

damage or personal injury resulting from construction adjacent

to or on my property located at _____,
(Property Address)

during construction of the Upland Road Drainage Improvements. My signature below is my acknowledgment and acceptance that my property, as identified above, was returned to a satisfactory condition.

Name: _____

Signed: _____

Address: _____

Phone: _____



MEDINA, WASHINGTON

AGENDA BILL

Monday, September 11, 2023

Subject: Upland Road Overlay

Category: Consent

Staff Contact: Ryan Osada, Public Works Director

Summary

This project provides for the improvement of Upland Road, 86th Ave NE and NE 5th Street by planing bituminous surfaces, pavement repair excavation, paving with hot mix asphalt, erosion control, roadside restoration, utility box adjustments as needed, and other work.

Attachment(s)

Contract/Specifications

Project Plans

Bid Summary

Budget/Fiscal Impact: \$404,234.00 (Medina Cost \$165,297.00)

Staff Recommendation: approve.

City Manager Approval:

Proposed Council Motion: I move to authorize the City Manager to negotiate and enter into an agreement with King County Road Services for the Upland Road Overlay project.

CITY OF MEDINA - 2023 PAVEMENT PRESERVATION BID PRICING

LENGTH: 0.57 Miles

						CITY OF MEDINA 2023								
ITEM NO.	TOTAL QUANTITY	UNIT	STD. ITEM NO.	SPEC SECTION	ITEM	86th Ave NE: NE 7th St to House #522 (0.09 mi)		NE 5th St: Upland Rd to 86th Ave NE (0.06 mi)		Upland Rd/NE 6th St: Overlake Dr to 86th Ave NE (0.42 mi)		Sub-totals	Unit Price (2022 ICON bid + 9% COLA)	TOTAL
PREPARATION														
1	1	L.S.		1-09.7	MOBILIZATION		\$ 1,030.00		\$ 680.00		\$ 4,790.00		\$ 6,500.00	\$ 6,500.00
11	1	L.S.			REMOVING PLASTIC TRAFFIC MARKING AND RAISED PAVEMENT MARKERS		\$ -		\$ -		\$ 25.00		\$ 25.00	\$ 25.00
GRADING														
12	15	C.Y.	0310	2-03	ROADWAY EXCAVATION INCL. HAUL	0	\$ -	0	\$ -	15	\$ 3,825.00	15	\$ 255.00	\$ 3,825.00
13	969	S.Y.	0332	5-04.3(5)E	PAVEMENT REPAIR EXCAVATION INCL. HAUL	379	\$ 3,790.00	90	\$ 900.00	500	\$ 5,000.00	969	\$ 10.00	\$ 9,690.00
14	6,700	L.F.		SP 2-01.3(5)	SHOULDER PREPARATION	1,000	\$ 1,000.00	700	\$ 700.00	5,000	\$ 5,000.00	6700	\$ 1.00	\$ 6,700.00
SURFACING														
15	73	TON	5120	SP 5-04.3(5)F	CRUSHED SURFACING TOP COURSE	10	\$ 600.00	13	\$ 780.00	50	\$ 3,000.00	73	\$ 60.00	\$ 4,380.00
HOT MIX ASPHALT														
16	3,013	S.Y.	5711	SP 5-04.3(14)	PLANING BITUMINOUS PAVEMENT	513	\$ 2,565.00	400	\$ 2,000.00	2,100	\$ 10,500.00	3013	\$ 5.00	\$ 15,065.00
17	340	TON	5717	SP 5-04.3(18)	HMA FOR PRELEVELING CL. 1/2 IN. PG 58H-22	80	\$ 8,320.00	40	\$ 4,160.00	220	\$ 22,880.00	340	\$ 104.00	\$ 35,360.00
18	140	TON	5739	5-04	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 58H-22	40	\$ 6,800.00	10	\$ 1,700.00	90	\$ 15,300.00	140	\$ 170.00	\$ 23,800.00
19	1,030	TON	5767	5-04	HMA CL. 1/2 IN. PG 58H-22	175	\$ 18,200.00	125	\$ 13,000.00	730	\$ 75,920.00	1030	\$ 104.00	\$ 107,120.00
20	1	CALC.	5830	5-04.5(1)A	JOB MIX COMPLIANCE PRICE ADJUSTMENT		\$ 600.00		\$ 400.00		\$ 2,300.00			\$ 3,300.00
21	1	CALC.	5835	5-04.5(1)B	COMPACTION PRICE ADJUSTMENT		\$ 400.00		\$ 300.00		\$ 1,600.00			\$ 2,300.00
22	1	CALC.	5837	SP 5-04.5(1)C	ASPHALT COST PRICE ADJUSTMENT		\$ 300.00		\$ 200.00		\$ 1,100.00			\$ 1,600.00
EROSION CONTROL AND ROADSIDE PLANTING														
24	20	C.Y.	6391	8-01	TOP SOIL	4	\$ 600.00	3	\$ 450.00	13	\$ 1,950.00	20	\$ 150.00	\$ 3,000.00
25		EST.	6490	8-01	EROSION / WATER POLLUTION CONTROL		\$ 750.00		\$ 750.00		\$ 2,000.00		\$ 3,500.00	\$ 3,500.00
TRAFFIC														
31	1	L.S.		SP 1-10	PROJECT TEMPORARY TRAFFIC CONTROL		\$ 7,000.00		\$ 5,000.00		\$ 15,000.00		\$ 27,000.00	\$ 27,000.00
OTHER ITEMS														
40	5	EACH	7380		RAISE MONUMENT CASE AND COVER	1	\$ 610.00	1	\$ 610.00	3	\$ 1,830.00	5	\$ 610.00	\$ 3,050.00
41	8	EACH	3080	SP 7-05	RAISE MANHOLE	1	\$ 825.00	1	\$ 825.00	6	\$ 4,950.00	8	\$ 825.00	\$ 6,600.00
42	17	EACH	6243	SP 7-12	RAISE WATER VALVE	4	\$ 2,440.00	1	\$ 610.00	12	\$ 7,320.00	17	\$ 610.00	\$ 10,370.00
43	19	EACH	3100	SP 7-05.3	RAISE CATCH BASIN	1	\$ 825.00	3	\$ 2,475.00	15	\$ 12,375.00	19	\$ 825.00	\$ 15,675.00
44	0	EACH			RAISE GAS VALVE	0	\$ -		\$ -	0	\$ -	0	\$ 610.00	\$ -
45	\$5,000	EST.		2-01.3(7)	ROADSIDE RESTORATION		\$ 1,500.00		\$ 1,000.00		\$ 2,500.00		\$ 5,000.00	\$ 5,000.00
46	\$12,000	CALC.	7728	1-04.4(1)	MINOR CHANGE		\$ 3,500.00		\$ 3,500.00		\$ 5,000.00		\$ 12,000.00	\$ 12,000.00
47	1	L.S.	7736	1-07.15(1)	SPCC PLAN		\$ 50.00		\$ 50.00		\$ 50.00		\$ 150.00	\$ 150.00
Estimated Contract Amount By Road Segment							\$ 61,705.00		\$ 40,090.00		\$ 204,215.00			\$ 306,010.00
Contingency (10%)							\$ 6,170.00		\$ 4,009.00		\$ 20,422.00			\$ 30,601.00
Construction Management (20%)							\$ 13,575.00		\$ 8,820.00		\$ 44,928.00			\$ 67,323.00
County Force Work: Thermo Stop Bars/Crosswalk							\$ -		\$ -		\$ 300.00			\$ 300.00
SUBTOTALS							\$ 81,450.00		\$ 52,919.00		\$ 269,865.00		TOTAL	\$ 404,234.00



MEDINA, WASHINGTON

AGENDA BILL

Monday, September 11, 2023

Subject: Confirmation of Appointment to the Medina Parks and Recreation Board

Category: Consent

Staff Contact: Aimee Kellerman, City Clerk on behalf of the Personnel Committee

Summary

On June 30, 2023, the following term expired for the Medina Parks and Recreation Board:

- Parks and Recreation Board, Youth Advisor

The Youth Advisor term was adjusted in 2022 to follow the school year for students, which runs September through June.

During the open filing period, the city received one application for the youth advisor position and interviewed Hayool Park on July 6, 2023 for the open vacancy.

The Council Personnel Committee, along with Park Board leadership (Barb Moe and Katie Surbeck) recommends the appointment of Hayool Park to the Youth Advisor Position on the Medina Parks and Recreation Board.

This meets and supports Council's priority number 3.

Council Priorities:

1. Financial Stability and Accountability
2. Quality Infrastructure
3. Efficient and Effective Government
4. Public Safety and Health
5. Neighborhood Character

Attachment

None. Please refer to your August 30, 2023 email from City Clerk Aimee Kellerman with application attachment for details on applicant.

Budget/Fiscal Impact: N/A

Recommendation: Confirm the appointment of Hayool Park as the Youth Advisor on the Medina Parks and Recreation Board.

City Manager Approval:



Proposed Council Motion: “I move to approve the Personnel Committee’s appointment recommendation as presented.”



MEDINA, WASHINGTON

AGENDA BILL

Monday, September 11, 2023

Subject: Resolution No. 436 Amending Financial Policies, Adding Accounts Payable and Expanding EFT Policy.

Category: City Council Business

Staff Contact: Ryan Wagner, Finance & HR Director

Summary

January 2023 the State Auditor's Office completed the City of Medina's 2021 annual audit. As in previous years, the auditor provided management with exit recommendations for updates to our policies and procedures. These do not affect the "clean audit" report status but need to be addressed before the next audit cycle.

State policy RCW 42.24.180 requires that the payment of claims prior to Council approval must be written into City policy. The City's authorized signers must also be in writing and be approved by the City Manager.

Expansion of the City's ability to pay claims from an approved list of vendors by EFT. This list includes utilities and bank US Bank related portals such as US Bank Voyager.

Any changes to the Financial Policies must be approved by Council via a resolution. The attached Exhibit A describes the existing procedures and controls. Upon Council approval, it will be inserted into the Financial Policy manual.

Attachment(s)

Resolution 436, including Exhibit A

Budget/Fiscal Impact: None

Staff Recommendation: Approve.

City Manager Approval:

Proposed Council Motion: "I move to Adopt Resolution No. 436 Amending Financial Management Policies as recommended by the State Auditor's Office."

CITY OF MEDINA, WASHINGTON

RESOLUTION NO. 436

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, ADOPTING AN AMENDMENT TO FINANCIAL POLICIES TO UPDATE THE ACCOUNTS PAYABLE PROCESS AND EXPAND EFT PAYMENTS.

WHEREAS, State policy RCW 42.24.180 requires that the payment of claims prior to Council approval must be written into City policy. The City’s authorized signers must also be in writing and be approved by the City Manager.

WHEREAS, by recommendation given during the 2021 Financial and Accountability Audit, for compliance of RCW 42.24.180.

WHEREAS, to expand EFT payments to include additional approved vendors, to improve timely payment in a safer and more cost-efficient way.

WHEREAS, the approved changes provide greater transparency into the policies and procedures of the Finance Department for the City of Medina.

WHEREAS, this action requires an amendment to the City’s Financial Management Policies;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, RESOLVES AS FOLLOWS:

Section 1. Adopt Financial Management Policies as Amended, attached hereto as Exhibit A.

Section 2. Effective Date. This Resolution shall be effective upon its adoption by the City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF MEDINA ON SEPTEMBER 11, 2023 AND SIGNED IN AUTHENTICATION OF ITS PASSAGE ON SEPTEMBER 11, 2023.

Jessica Rossman, Mayor

Approved as to form:
Ogden Murphy Wallace, PLLC

Attest:

Scott M. Missall, City Attorney

Aimee Kellerman, City Clerk

FILED WITH THE CITY CLERK: XX
PASSED BY THE CITY COUNCIL: XX
RESOLUTION NO. 436

EXHIBIT A

City of Medina, Washington Financial Management Policies

General Financial Goals:

Ensure a financial base that is sufficient to sustain City of Medina Municipal Services, able to withstand local and regional economic challenges, able to adjust to changes in service requirements, and maintain sound fiscal policies in support of these goals.

Financial Management Policies:

The Financial Management Policies assemble all of the City's financial policies in one document. They are the tools to ensure that the City is financially able to meet its immediate and long-term service objectives. The individual policies contained herein serve as guidelines for both the financial planning and the internal financial management operations of the City.

The City of Medina is accountable to its citizens for the use of public dollars. Municipal resources must be used wisely to ensure adequate funding for the services, public facilities, and infrastructure necessary to meet the community's present and future needs. These policies safeguard the fiscal stability required to achieve the City's goals and objectives.

The City of Medina's Financial Management Policies, and any amendments thereto, shall be adopted by resolution of the City Council.

Policy Objectives:

The Financial Management Policies have the following objectives for the City's fiscal performance:

- Guide City Council and Management Policy decisions.
- Establish operating principles that minimize the cost of government and financial risk.
- Maintain revenue policies that ensure adequate funding for desired programs, currently, as well as in the future.
- Promote sound financial management by providing accurate and timely reporting information on the financial condition of the City.
- Protect the City's credit rating and provide for adequate resources to meet the provision of any debt incurred by the City.
- Ensure the legal use of financial resources through an effective system of internal controls.

- Promote cooperation and coordination with other governments and the private sector in the financing and delivery of services with the goal of obtaining the best value for the tax dollar.

Budget Policies

- a. The annual budget will be designed in support of the Strategic Goals of the City and will focus on continual evaluation of the City's success at achieving the goals and policies it has set for itself. The operating budget is the City's comprehensive annual financial plan which provides for City services based on City priorities.
- b. The annual budget shall be developed consistent with state law and in a manner which encourages early involvement with the public and City Council.
- c. The City Council will establish municipal service levels and priorities for the ensuing year prior to and during the development of the preliminary budget.
- d. The City will maintain a balanced budget. The use of existing fund balances to achieve a balanced budget (while generally accepted as a practice in Washington Cities), is not sustainable for the long term. The City prefers to adopt an operating budget where current revenues meet or exceed current budgeted expenditures.
- e. The Finance Department will maintain a system for monitoring the City's financial performance. The system will provide the City Council with monthly and/or quarterly information in a timely manner at the fund level, by revenue resources and department level expenditures.
- f. Under the provisions of state law and the City's operating procedures, the budget is adopted at the fund level. Adjustments or reallocations of existing appropriations within the fund level, which do not change the bottom line of the fund, may be done administratively and do not require Council action. Additions to, or reductions of fund level appropriations, which change the bottom line of the fund, require an amendment of the budget and City Council action by Ordinance.
- g. Supplemental budget appropriations (appropriations requested after the original budget is adopted) will be submitted in the form of a Budget Amendment and will be considered as a result of the availability of new revenues.
- h. The annual budget will provide for the design, construction, maintenance and replacement of the City's Capital, facilities and equipment consistent with the Capital Projects Plan/ Comprehensive Plan/ Capital Improvement Plan, including the associated costs for operating the facilities.
- i. The City will maintain all assets at such a level that it protects the City's capital investment and minimizes future maintenance and replacement costs.
- j. The City will develop an equipment replacement and maintenance needs list by department for the life cycle of the equipment and will utilize this list during the annual budget development process.
- k. Fixed assets: inventories of larger physical fixed assets costing more than \$5,000 and having a useful life of more than one year, will be maintained on a Fixed Asset Schedule and will be updated as the property is added, retired or sold.

Fund Policies

Adequate fund levels are a necessary component of the City's overall financial management strategy and a key factor in external agencies' measurement of the City's financial strength.

General Fund Operating Balance: Minimum 25% Fund Balance

The City will strive to maintain General Fund Operating Balances at a minimum level of 25% of the total General Fund Budgeted Expenditures.

The General Fund Operating Balance shall be created and maintained to provide sufficient cash flow to meet the needs of daily financial operations.

In general, the City shall endeavor to support ongoing operations with ongoing revenues, but may use General Fund Operations Balances on a limited basis to support City services pending the development of a longer-term financial solution.

The General Fund Operating Balance shall not be used in a manner that puts the City in danger of being unable to sustain future operations. If the General Fund Operating Balance falls below the policy level stated above, it will be important for the City to create a long-term plan to replenish the fund balance level.

Budget surpluses in the General Fund Operations Balance may be used on a limited basis to fund operations and to fund reserve accounts if:

- a) There are surplus balances remaining after all current expenditure obligations are met.
- b) The City has decided that revenues for the ensuing budget year are sufficient to support budgeted General Fund Operating needs.

A surplus is defined as the difference between the actual beginning fund balance and budgeted beginning fund balance. It consists of "under-expenditures" and/or "excess revenues" over and above the amounts included in the following year's annual budget.

Reserve Account Policies

The City maintains Reserve Accounts for a Levy Stabilization Fund Account, a Contingency Fund Account, a Capital Projects Fund Account, and an Equipment Replacement Account. The priority or sequence for allocating reserves to these accounts is:

1. The Levy Stabilization Fund account up to the annual targeted amount identified in the Levy.
2. The Contingency Fund account up to 25% of the annual general fund budgeted expenditures.
3. Any remaining reserves allocated to the Capital Projects Fund, the Equipment Replacement Account and/or the Levy Stabilization Fund as recommended by the City Manager and/or Finance Director.

Levy Stabilization Fund

On the November 2019 ballot, Medina voters approved a 6-year increase to their City property tax levy, starting in 2020, in order to maintain then-existing levels of service for the next 10 years. A promise was made to the voters that these additional funds would be managed in such a way as to keep those service levels in place for at least 10 years. The purpose of the Levy Stabilization Fund is to hold excess amounts resulting from the levy increase during 2020-2025 and to draw from the Levy Stabilization Fund to cover General Fund and Street Operations funding gaps during 2026 to 2029 (or longer, if feasible).

Contingency Fund

The Contingency Fund may be used for the following:

- a) To sustain City services in the event of a catastrophic event such as a natural/manmade disaster (e.g. earthquake, windstorm, flood, terrorist attack) or a major downturn in the economy.
- b) To address temporary, short-term (less than one year) economic downturns and temporary gaps in cash flow. Conditions, such as expense reductions and/or restrictions may be imposed.
- c) Amounts held in the Contingency Fund in excess of its limit (25% of the annual general fund budgeted expenditures) may be used to fund the Capital Improvement Plan.
- d) To pay down debts expeditiously when financially advisable, consistent with expert recommendations and with consideration of the City's overall financial status.

All expenditures transferred into and out of the Contingency Fund, must be authorized by the City Council.

Capital Projects Fund

The Capital Projects Fund may be used for Capital Improvement Plan projects. See Capital Investment Policies section for further details.

Equipment Replacement Account:

The City may elect to maintain an Equipment Replacement Account for the purpose of funding fleet maintenance (police and public works) or a capital equipment reserve for the purpose of capital asset replacement.

Development Services Fund:

The City provides Development Services to the community. Prior to 2022 this was done as a department within the General Fund, charging fees directly to individual property owners who wish to develop their private property. These revenue sources exist to offset the expense the City incurs on the individual property owners' behalf.

The City desired greater transparency of Development Services' financial activities as well as a more focused and streamlined accounting structure to evaluate its cost recovery rate. The Government

Accounting and Standards Board (GASB) has pronounced that if any service or program's principal revenue source has a pricing policy that fees and charges be set to recover cost meets the criteria to be reported as a separate "Enterprise Fund". The City desired to extract the Development Services Department's related revenues, expenses (direct and allocated) and customer deposits from the General Fund and place them in a newly created Development Services Fund, starting with Budget Year 2022.

Revenue Policies

- a. The City will strive to maintain a diversified and stable revenue system in order to maintain the City's ability to handle fluctuations in individual revenue sources.
- b. Revenue forecasts should be realistically estimated and based on the best information available. The City will take into consideration that revenues are subject to local and regional economic activities.
- c. If long-term (greater than one year) revenue downturns are expected, the City will review and as appropriate revise its revenue forecasts. The City will also consider reducing expenses or increasing revenue in order to respond to and help stabilize the long-term impacts.
- d. When evaluating potential grants, the City must consider and communicate to management and, where applicable, Council, the near- and long-term financial impact of the grant on the City, including any requirements for local matching funds or for continuation of program with local funds after grant funds are exhausted, as well as any future expenditure impacts (e.g., on-going repairs and maintenance). A grant may be rejected if its impacts on City finances cannot be justified.
- e. The City will strive to set fee schedules at levels sufficient to cover the entire cost of service delivery. The City will systematically review user fees and consider adjustments as necessary to consider the effects of additional service costs and inflation.
- f. With respect to revenue-generating contracts and leases to be entered into by the City, the City shall review and, as applicable, present to Council for approval, the contract or lease on a timely basis in order to help ensure prompt approval by Council (where applicable) and generation of the related revenue streams. The City must undertake due diligence for any possible real or apparent conflicts of interest and recommend how to manage them. Any contracts or leases with real or apparent conflicts of interest must be approved by City Council, and the conflict and conflict-management information must be fully disclosed to the City Council prior to the presentation of the contract or lease to City Council for approval.

Expenditure Policies

- a. The City budget will provide for sustainable levels of service.
- b. The City will propose only those operating expenditures that can be supported from on-going operating revenues.

- c. The City's operating budget will not rely on one-time revenues to fund ongoing expenditures. Before the City undertakes any agreements that would create fixed on-going expenses, the cost implications of such agreements will be fully determined for current and future years. Capital expenditures may be funded from one-time revenues, but the operating budget expenditure impacts of capital expenditures will be reviewed for compliance with this policy provision.
- d. Department heads are responsible for managing their budgets within the total appropriation for their department.
- e. The City will maintain expenditure categories according to state statute and administrative regulation.
- f. All compensation planning and collective bargaining will focus on the total cost of compensation, which includes direct salary, health care benefits, pension contributions, education, training allowance, and other benefits of a non-salary nature, which are a cost to the City.

Purchasing Policies

- a. The City will follow state laws, and the City's adopted resolutions, ordinances and policies regarding procurement.
- b. The Director of Finance will develop detailed procedures for purchasing, credit card usage, petty cash, expenditure authorization and contract management activities.
- c. Federal Funds or Grants: When procurement involves the expenditure of federal, state or county funds, or private, funds or grants, the purchase will be conducted in accordance with any applicable federal, state and county grant laws or regulations and will be approved by the Director of Finance and the City Manager or their designee. When purchasing items to be funded by others or reimbursed by a grant, the purchaser will perform the due diligence required to ensure that the purchase meets the criteria of the specific grant prior to initiating the purchase and requesting a release of City funds for the purchase.
- d. Emergency Procurement: The City Manager or designee may make or authorize others to make emergency expenditures and procurements of materials, supplies, equipment, or services when a threat to public health, welfare or safety exists. Applicable state laws relating to emergency declarations, expenditures and purchases will be followed.

Definitions for Purchasing Policies

- a. *Accounts Payable* – is the obligations incurred by the City during its operations that remain due and must be paid in the short term.
- b. *Accounts Receivable* – is the funds or obligations owed to the City by customers who were provided services.
- c. *Audit Officer* – The Finance Manager and the City Manager will serve as the City's

Auditing Officer and will comply with the bonding and other provisions of RCW 42.24.180 and the requirements herein.

- d. *Claim* - a bill, invoice or written request for payment provided to the City by a vendor or owed party.

Responsibilities of Accounts Payable

- a. Accounts Payable will ensure that all supporting documentation is attached to any payment request and that the original documentation is retained. Before the Auditing Officer's review, Accounts Payable will ensure that all appropriate accompanying material is included for each claim, verify the math relating to the bill is correct, check for double payment and ensure that a responsible department head has stamped and signed the claim for payment.
- b. Invoices will be reviewed by Accounts Payable to help prevent any errors, omissions, inconsistencies and wrongful or double payment. All claims and supporting documentation will be organized by Accounts Payable to allow for easy identification and retrieval.
- c. In order to ensure timely review of all claims against the City, Accounts Payable will compile a list of the claims for the month that will be presented to the Audit Officer and the City Council for their approval.
- d. To be included on the list for payment, each claim, with all appropriate documentation, will be presented as early as possible to Accounts Payable but no later than the last business day of the month prior to the next regularly scheduled City Council meeting on the second Monday of the month.

Management's Review & Certification

- a. All claims submitted to the City will be reviewed, pre-audited and certified by the City's Auditing Officer prior to payment.
- b. The Audit Officer will review and certify the payment status of all claims prior to presenting such claims to the City Council for approval. No claim will be paid without such authentication and certification by the Audit Officer.
- c. Prior to the payment of any claim, the Audit Officer will clearly identify the specific claims and payroll checks certified for payment on an approval list.
- d. The certification will be signed and dated by the Audit Officer and will include the following statement:

"The undersigned Audit Officer does hereby certify under penalty of perjury that the

forgoing claims are just, due and unpaid obligation of the City of Medina, and that the undersigned hereby authenticates and certifies said claims.”

Payment of Claims

After review and certification of a claim by the Audit Officer, a claim may be paid. When payment occurs prior to formal City Council approval of a claim, the City Council must still exercise its responsibility to review and approve all claims presented for payment and ensure that the audit and certification system is accurate and operating in a manner that provides the greatest possible protection to the City.

City Council Review & Approval of Claims

The City Council will review and may approve the claims paid or to be paid at its next regularly scheduled public meeting. Upon the Council's approval for payment of claims and payroll, the following will be entered into the minutes of the meeting:

"Claims audited and certified by the City's Auditing Officer as required by RCW 42.24.080 and those expense reimbursement claims certified as required by RCW 42.24.090 have been recorded on a listing which has been made available to the Council.

As of this date, (DATE), the Council does approve for payment those claims included in the above-mentioned list and further described as follows:

Claim Checks #_____ through #_____ in the total amount of \$_____.
 Payroll Checks #_____ through #_____ in the total amount of \$_____.
 Voided Check numbers and record of deposit documents will also be noted on this report.”

Claim Disapproval

If the Council disapproves a claim or claims, the City Manager and Finance Director must recognize these claims as disapproved and receivables of the city and pursue collection diligently until the amounts that have been disapproved are either collected or the Council is satisfied and approves the appropriate resolution of the claims.

Check Requirements

All City checks require two signatures for payment, and can be signed and paid only after certification by the Auditing Officer. A list of checks from this City's checking account, clearly showing the claims for that month, will be made part of a regular monthly Council approval list even though these such checks could already have been distributed in accordance with these policies.

Check Signers

Each city check must be signed by two different Director level staff, each with the given authority to do so by the Medina City Council. The following are authorized to be the signatories on this account:

Primary Signature: Stephen Burns – City Manager
 Primary Signature: Ryan Wagner – Finance Director

Secondary Signature: Aimee Kellerman – City Clerk
 Secondary Signature: Jeffery Sass – Chief of Police

EFT (Electronic Fund Transfer) CONTROL PROCEDURES

To promote the safety of City funds in the electronic funds transfer environment, the following procedures will be adhered to:

1. The procedure to initiate, approve, and record an EFT payment is subject to the same financial policies, procedures, and controls that govern disbursements made by any other means.
 - Review of transfer by Finance Director or her/his designee who will not be entering or initiating the transfer.
 - Two approval signatures from authorized check signers.
 - Reconciliation of bank activity to the General Ledger will be performed in a timely manner with all exceptions resolved.
2. EFT transactions will not be made without proper authorization of affected parties in accordance with federal and state statutes and accepted business practices.
3. All EFT payments should be initiated by secure computer-based systems:
 - US Bank SinglePoint (designated administrator, dual control & time-limited token generated PIN)
 - Known payroll benefit providers' portals, such as IRS, AWC, DRS.
 - Reoccurring payments through vendor portals, such as utilities and Voyager (Through US Bank)
4. The City Finance Director will serve as primary administrator to manage and control access to the systems used to process EFT transactions. The administrator shall ensure that adequate separation of duties exists in accordance with accepted internal control standards. In addition, the administrator will ensure approval and maintenance of user system IDs, user permissions, including authorized

representatives and their associated transfer limits. The City Manager has authority serve as back up administrator.

5. Because EFT transfers between City bank accounts have reduced risk, the Finance Office may use EFTs on a routine basis to concentrate funds for payment and investment purposes. Although the risks are minimal for transfers between City accounts, reasonable controls should exist with regard to authorization, reconciliation, and review of these transactions.

6. EFT payments are limited to transfers between City bank accounts, employee expense reimbursement, payroll and payroll benefits, **and a limited list of approved vendors provided below.**

Vendor List for EFT Payments

US Bank Voyager
Puget Sound Energy
Bellevue Utilities
Republic Services
Century Link
Comcast
Home Depot Credit Card Services

Capital Investment Policies

- a. The City will make capital improvements in accordance with an adopted Capital Improvement Plan.
- b. It is the policy of the City to maintain a Capital Projects Fund to provide funding for future projects including debt repayment. The use of any funds within the Capital Projects Fund must be recommended by the City Manager or their designee and approved by City Council.
- c. The Capital Improvement Plan and the base budget will be reviewed at the same time to ensure that the City's capital and operating needs are funded and that the Capital Improvement Plan is aligned with the City's other long-range plans.
- d. The City will identify the estimated costs and potential funding sources for each capital project proposal before it is submitted to Council for approval.
- e. The City will comply with state and local laws regarding use of Real Estate Excise Tax (REET) Revenue.

Accounting, Auditing and Financial Reporting

The City will maintain a system of financial monitoring, control, and reporting for all operations and funds in order to provide effective means of ensuring that overall City goals and objectives are met.

Accounting Records and Reporting: The City will maintain its accounting records in accordance with state and federal regulations. Budgeting, accounting and reporting will conform to Budgeting,

Accounting and Reporting System (BARS) for Governments as prescribed by the Washington State Auditor's Office. Regular monthly and annual financial reports will present a summary of financial activity by fund type and will be provided to the City Council.

Auditing: The City shall prepare and submit in a timely manner, the Annual Financial Report to the Washington State Auditor's Office in accordance with the standards established for the Annual Financial Report. The Washington State Auditor's Office will perform the City's financial and compliance audits on an annual basis. Results of the audit will be provided to the City Council in a timely manner.

The Finance Department will develop, maintain, and consistently seek to improve cash management systems and processes which will ensure the accurate and timely accounting, investment and security of all cash assets. Cash received will be deposited in a timely manner and monies will be safeguarded (e.g. kept in a safe) until they are deposited.

The City will establish a Petty Cash Fund in the amount of \$200. The Petty Cash Fund is to be used solely for the purpose of making payment and/or small reimbursements for City related purchases.

Investment Policy

1.0 Policy:

It is the policy of the City of Medina to invest public funds in a manner which will provide the maximum security of the principal; meet the daily cash flow demands of the City; provide the City with the highest investment return and conform to all Washington statutes governing the investment of public funds.

2.0 Objective:

The City's investments will follow all statutes governing the eligible investments for public funds in the State of Washington, in accordance with the Revised Code of Washington (RCW) 35A.40.050.

The primary objectives, in priority order, of the City's investment activities shall be:

- a) **Safety:** Safety of principal is the foremost objective of the City of Medina. Investments of the City shall be undertaken in such a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.
- b) **Liquidity:** The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements, which might be reasonably anticipated.
- c) **Return on Investment:** The City's investment portfolio shall be designed with the objective of attaining a market rate of return considering the City's risk constraints and the cash flow requirements.

The Finance Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate all investment activities, and report promptly to the Council any adverse development with any investment.

3.0 Ethics and Conflicts of Interest:

Anyone involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and Council Member officials shall disclose to the City Manager and the City Council any material financial interests in financial institutions that conduct business with the City, and she/he shall further disclose any personal financial/investment positions that could be related to the performance of the City's portfolio. Employees and Council Member officials shall subordinate their personal investment transactions to those of the City, particularly with regard to the time of purchases and sales.

4.0 Authorized Financial Dealers/Institutions:

Authorized broker/dealers and financial institutions will be limited to those that are approved by the Finance Committee and meet one or more of the following:

- a) Financial institutions approved by the Washington Public Deposit Protection Commission (RCW 39.58); or,
- b) Primary dealers recognized by the Federal Reserve Bank; or,
- c) Non-primary dealers qualified under the U.S. Securities and Exchange Commission Rule 15c3-1, the Uniform Net Capital Rule, and a certified member of the National Association of Securities Dealers.

At the request of the City, financial institutions, brokers and dealers performing investment services for the City shall provide their most recent financial statements or Consolidated Report of Condition ("call report") for review.

5.0 Authorized Investments:

The City may invest in any of the securities identified as eligible investments as defined by RCW 35A.40.050. In general, these consist of:

- a) Investment deposits (certificates of deposits) with qualified public depositories as defined in Chapter 39.58 RCW.
- b) Certificates, notes or bonds of the United States, or other obligations of the United States or its agencies, or of any corporation wholly owned by the government of the United States (such as the Government National Mortgage Association).
- c) Obligations of government-sponsored corporations which are eligible as collateral for advances to member banks as determined by the Board of Governors of the Federal Reserve System. (These include but are not limited to, Federal Home Loan Bank notes and bonds; Federal Farm Credit Bank consolidated notes and

bonds, and Federal National Mortgage Association notes, bonds and guaranteed certificates of participation.)

- d) Bankers' acceptances purchased on the secondary market.
- e) Bonds of the State of Washington and any local government in the State of Washington which have, at the time of investment, one of the three highest credit ratings of a nationally recognized rating agency.
- f) Repurchase agreements for securities listed in 2, 3 and 4 above, provided that the transaction is structured so that the City of Medina obtains control over the underlying securities and a Master Repurchase Agreement has been signed with the bank or dealer.
- g) The State of Washington Local Government Investment Pool.
- h) For a complete list of eligible investments for public funds in the state of Washington, visit: http://www.tre.wa.gov/documents/inv_elig.pdf

6.0 Safekeeping and Custody

All securities transactions entered into by the City of Medina shall be conducted on a delivery versus-payment (DVP) basis. Securities will be held by a third-party financial institution designated by the Finance Director as custodian on the City's behalf. All securities purchased by the City of Medina shall be properly designated as an asset of the City and no withdrawal of such securities, in whole or in part, shall be made from safekeeping except by the Finance Director as authorized herein, or by the Director's designee.

7.0 Reporting:

The Finance Director will determine what investment information will be included in the monthly financial report.

Debt Policy

The City will maintain adequate available debt capacity for specific priority projects.

The objectives of the City's Debt Management Policy will be to minimize the need for debt by maintaining strong revenue sources which meet or exceed expenditures.

Debt may be utilized to address short-term cash flow needs and/or to finance significant capital or other obligations. Debt will not be used to fund long-term revenue shortages. City Council approval is required to approve the issuance of debt.

Current Operations will not be financed with long term debt. In the event that the need for long term debt arises, the term of the long-term debt will not exceed the life of the projects financed.

When evaluating the use of non-voted Councilmanic Debt and the associated debt service obligations, an analysis shall be performed to determine the City's ability to make debt service payments, considering revenue fluctuations associated with periodic economic cycles. Debt may be considered where the Director of Finance can demonstrate that there is sufficient projected discretionary revenue to service the debt without disrupting the City's existing service delivery or programs.

Voted and non-voted Councilmanic Debt will be used prudently in a manner to avoid an adverse impact on the City's credit rating or ability to issue subsequent or additional debt.

Upon the issuance of any debt, the Director of Finance will establish the appropriate procedures to assure compliance with bond/debt covenants and applicable federal, state and local laws, policies and regulations.

In the event that the use of debt is required, the City will raise capital at the lowest cost, consistent with the need to borrow. This will be accomplished by keeping a high credit rating, and maintaining a good reputation in the credit markets by managing the annual budget responsibly.

Small and Attractive Asset Policy

It is the policy of the City to maintain accountability over all tangible items that may have the likelihood of disappearing without being noticed.

A small and attractive item is an item that is easily concealed and carried off, priced between \$500 - \$4999, and has a life expectancy of more than one year. This item also is not likely to be missed immediately upon disappearance. Examples include without limitation laptops, cellphones, cameras, projectors, shop tools, guns, etc.

Each department head, or their designee, will prepare an Inventory List annually of their small and attractive items. If an item from the previous year is deleted, the department head will note the reason and/or means of disposal. This inventory list will be provided to the Finance Director by June 30th each year for monitoring. The Finance Director or designee will do a physical inventory based on random selection representing approximately 10-25% of items not previously selected in the prior 2 years.

The asset list will contain the serial number, model or other identifying information. Whenever feasible, each piece of property will be engraved or marked with the city's name. Such markings will be removed or obliterated only when the item is sold, scrapped, cannibalized, or otherwise disposed of.

The City may acquire property via purchase, construction, donation, or lease. Regardless of how it is acquired, when the property is received, the department head or their designee will add it to their Small & Attractive Assets Inventory List and mark the item with the City's name.

Items missing without adequate or feasible explanation may require additional reports to the Police Department, City Manager and/or Insurance Company. Deletions brought about as a result of

natural disasters or theft would require reporting to the insurance provider for an eventual reimbursement claim.



MEDINA, WASHINGTON

AGENDA BILL

Monday, September 11, 2023

Subject: Ordinance Amending Section 8.04.160 of the Medina Municipal Code Regarding Work Hours for Professional Yard Maintenance and Landscaping

Category: Consent

Staff Contacts: Stephen R. Burns, City Manager and Scott Missall, City Attorney

Summary

On July 10, 2023, City Staff presented to the Medina Council information received from the May 11, 2023, Gas-Powered Leaf Blower Open House, the survey results from the June Leaf Blower Public Survey, and the written public comments about leaf blowers.

Council directed staff to bring back an amendment to Medina Municipal Code 8.06 – Noise. The requested change would further restrict the hours of operations for professional yard maintenance and landscaping as set forth at Section 8.06.160. Specifically, the new start time for such work would be changed from 7AM to 9AM Monday through Friday. The stop time remaining at 7PM on those days, and no other changes were requested. An ordinance implementing that change is attached as set forth below.

This Code change and Ordinance meets and supports Council's priority number 4:

Council Priorities:

1. Financial Stability and Accountability
2. Quality Infrastructure
3. Efficient and Effective Government
4. Public Safety and Health
5. Neighborhood Character

Attachment

Ordinance No. 1021, amending Section 8.06.160 of the Medina Municipal Code regarding weekday work hours for professional yard maintenance and landscaping.

Budget/Fiscal Impact: None

Staff Recommendation: Adopt Ordinance No. 1021.

City Manager Approval:

Proposed Council Motion: "I move to adopt Ordinance No. 1021, amending Chapter 8.06 of the Medina Municipal Code regarding weekday work hours for professional yard maintenance and landscaping."

Ordinance No. 1021

MEDINA CITY COUNCIL

AN ORDINANCE OF THE CITY OF MEDINA, WASHINGTON, AMENDING SECTION 8.06.160 OF THE MEDINA MUNICIPAL CODE REGULATING NOISE TO CHANGE WEEKDAY WORK HOURS FOR COMMERCIAL YARD MAINTENANCE AND LANDSCAPING ACTIVITIES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Medina Municipal Code (MMC) Chapter 8.06 was adopted in 2017 to regulate noise within the City; and

WHEREAS, City Staff and Councilmembers have enquired into, researched and reviewed the impacts of commercial yard maintenance and landscaping noise on residents over time, including a recent survey of City residents in connection with an ongoing evaluation of leaf blower use within the City, which collectively indicated strong public support for minimizing noise impacts within the City; and

WHEREAS, in considering the safety and health of the community and the Council's current priorities for legislative action, the Council finds that it would be in the public interest, health and safety to adjust the weekday morning hours at which commercial yard maintenance and landscaping activities can commence from 7AM to 9AM, as set forth in this Ordinance; and

WHEREAS, the City Council has duly considered Ordinance No. XXX attached hereto and incorporated herein by this reference, and finds that the changes therein specified will better address and enhance the noise quality within the City for the benefit of Medina residents and will enhance the public health and safety;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Findings. The foregoing recitals are adopted as findings of fact in support of this Ordinance.

Section 2. Amendments to MMC Chapter 8.06. MMC Section 8.06.160 is hereby amended to read as follows:

8.06.160. - Work hours for commercial construction and development activities and professional yard maintenance and landscaping.

A. *General.* Commercial construction and development activities ~~and professional yard maintenance and landscaping~~ may take place only between 7:00 a.m. and 7:00 p.m. on weekdays. Professional yard maintenance and landscaping may take place only between 9:00 a.m. and 5:00 p.m. on weekdays. On Saturdays, commercial construction and development activities may occur between 8:00 a.m. and 5:00 p.m. and professional yard maintenance and landscaping may occur between 9:00 a.m. and 5:00 p.m. No such work is allowed on Sundays or legal holidays set forth in RCW 1.16.050(1).

B. Exceptions. The city manager or designee may authorize in writing the conduct of commercial construction and development activities or professional yard maintenance and landscaping outside the hours specified in subsection (A) of this section provided such work will not unreasonably interfere with any residential use and is an emergency. The city manager may attach such conditions as necessary to minimize the interference and protect the public health, safety and welfare.

Section 3. Ordinance Adopted. This Ordinance is hereby adopted by the City Council as of the date set forth below

Section 4. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener and clerical errors, references, ordinance numbering, section/subsection numbering and any references thereto.

Section 5. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this Ordinance.

Section 6. Effective Date. This Ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after such publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF MEDINA ON THE 11TH DAY OF SEPTEMBER 2023 BY A VOTE OF __ FOR, __ AGAINST, AND __ ABSTAINING, AND IS SIGNED IN AUTHENTICATION OF ITS PASSAGE THE 11TH DAY OF SEPTEMBER 2023.

Jessica Rossman, Mayor

Approved as to form:
Ogden Murphy Wallace, PLLC

Attest:

Scott M. Missall, City Attorney

Aimee Kellerman, City Clerk

PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.:



City of Medina

2024 Preliminary Budget Memo





2024 Budget Calendar City of Medina, Washington

Statutory Dates	Planned/Actual Dates	2024 Budget Process
No legal requirement	September 11, 2023	Council holds Public Hearing to gather input on 2024 Preliminary Budget.
Oct 2, 2023	September 11, 2023	City Manager provides City Council with 2024 Revenue projections for the current year. City Manager provides a 2024 Preliminary Budget showing 2022 Revenue and Expenditures by Department.
No legal requirement	Sept 25, 2023	City Council holds a study session on 2024 Preliminary Budget. <i>Balancing decisions made if necessary.</i>
Nov 2, 2023	October 9, 2023	City Manager files 2024 Updated Preliminary Budget & Budget Message with the City Clerk and the City Council.
Prior to November 25, 2023	October 9, 2023	City Council holds Preliminary Public Hearing on 2024 Budget & Revenue Sources (Property Tax Levy)
No later than Nov 2, through Nov 20, 2023	Dates as needed prior to Nov 8 th meeting	City Clerk publishes notice of filing of 2024 Budget and publishes notice of public hearing on final budget once a week for two consecutive weeks.
Nov 21, 2023	Nov 13, 2023	Copies of 2024 proposed final budget are made available to the public at the Regular City Council meeting.
Nov 30, 2023 (KC due date) (Hearing due date 12/4/23)	Nov 13, 2023	Council holds Final Public Hearing and sets the 2024 Property Tax Levy to certify property tax levy to King County Assessor's Office
Dec. 31, 2023	Nov 13, 2023	Council adopts Final 2022 Budget at the Regular Monthly City Council meeting.
After Adoption	After Adoption	Copies of 2024 Final Budget Ordinance are filed with the Washington State Auditor's Office, MRSC and AWC.



To the Community and Council of the City of Medina, staff is proud to present the 2024 preliminary budget memo. Please note a more comprehensive overview will be provided alongside the budget workbook prior to the deep dive at the second September Council meeting.

Included with the memo is an overview of the 2019 passed property tax levy lid lift, with an updated financial forecast through 2031.

Lastly, the overall preliminary summary of the 2024 budget, along with a brief description and highlights for visibility before the deep dive.

2019 Property Tax Levy Lid Lift

The promises that were made to the voters, if they passed the measure, are the foundation this budget was built on.

Why did we go to the ballot? The City was at a financial crossroads. Rising costs were making it difficult for the City to provide the level of services our community has come to expect. Until 2019, the City had been able to balance the budget through aggressive cost-savings measures, identifying additional revenue sources and dipping into reserves. But in looking long-term, the City determined it could no longer find efficiencies without impacting service delivery.

The 1% rule: While property values continue to rise, the City's tax revenues don't rise in tandem. This is because the City's tax revenues are not based on a percentage of Medina property value; instead, the City is authorized to collect a predetermined amount of property tax each year, and each homeowner pays a proportional share of that predetermined amount. Since 2001, local governments (like Medina) are not allowed to raise their portion of the property tax levy beyond one percent (1%) a year without a vote of the public. For context: In 2019, the City's total 2019 property tax income was set by state law at \$2.8 million in total, and a 1% increase would only yield an additional \$28,000 for the City in 2020, not nearly enough to cover the rising cost of services. (Fire services alone increased by nearly double that amount in 2019.)

Asking the voters to decide: In the fall of 2019, the question of how to maintain Medina went to voters. Because the levy lid lift was approved, the City has funds to continue current service levels without significant cuts.



99% of all Medina’s General Fund & Street Operations spending is for services that are state-mandated or essential support functions to the mandated services. However, the state doesn’t dictate the level of services to be provided. For example, a city must provide law enforcement, but the state doesn’t dictate staffing levels, how often patrols are scheduled, or whether lifeguards are required for public beaches. After nearly 20 years of budget trimming, Medina was facing the need to cut into service levels that would be noticeable in every area, including public safety. In 2018, City Council and staff started a 2-year process of long-term financial planning, exploring options and public engagement surrounding a levy lid lift measure. These promises were born from those conversations and must be kept:

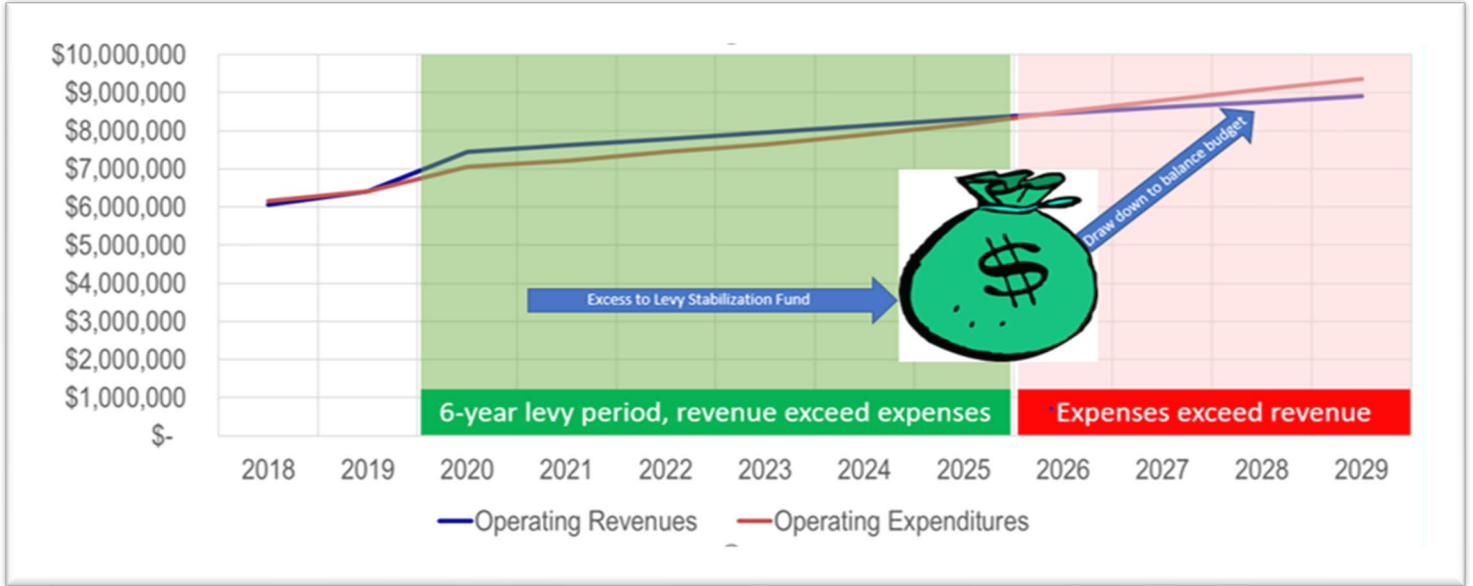
-Maintain the same LEVEL of services as before the levy lid lift. Remember, these were already trimmed service levels. This dictates a service level, status-quo budget. So, no additions or reductions from the promises made in 2019.

-Restore the City’s measures of financial health:

- Start each new year with the full General Fund required balance to cover first quarter expenses. This is something the State Auditor looks for, as well as creditors. It allows us to continue to pay the bills while waiting for our major source of funding (property taxes) that only get paid to the City in portions every 6 months.
- Engaged Finance Committee.
- Continual long-term financial planning, always looking ahead 10 years.
- Contingency Fund rebuilt.
- *Develop community friendly financial statements.

-Make the “bump” from the 6-year levy last at least 10-years.

Levy year 1 (2020) filled the gap and allowed services to continue without reduction. Years 2-6 (2021-25) will have budgeted transfers to a *Levy Stabilization Fund* in amounts that will build a minimum operating reserve of \$2M to draw on for at least another 4 years. 2023’s budget reflects a \$500K transfer into this fund. See illustration below.



SPECIFICS ABOUT THE LEVY

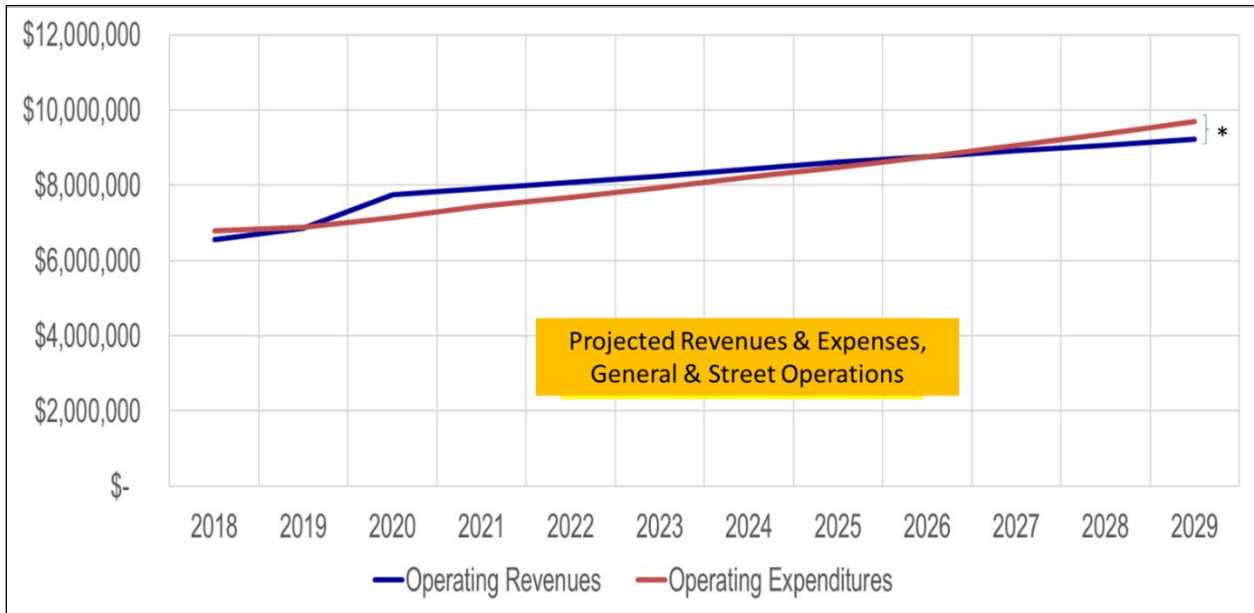
The levy’s structure was designed to have an initial increase of no more than \$0.20 per \$1000 assessed value (example \$2M AV home = additional \$400/year). In 2020 this gave the City an additional 12% of revenue towards General Fund and Street Operations, \$941,572. For the next five years (2021-2025) the City will be allowed to increase this amount by 5%, see projected table below. In 2026 the previous year’s levy total will roll into the regular property taxes, which is limited to an annual increase of no more than 1%.

How Much Extra Funds is the Levy Lid Lift Creating Each Year?			
Projected Revenues, 2020-2029			
	Amount of Increase	Total	
2020	\$ 941,572	\$ 941,572	Initial "bump"
2021	\$ 47,079	\$ 988,651	+5% each year
2022	\$ 49,433	\$ 1,038,083	
2023	\$ 51,904	\$ 1,089,987	
2024	\$ 54,499	\$ 1,144,487	
2025	\$ 57,224	\$ 1,201,711	
2026	\$ 12,017	\$ 1,213,728	+1% each year
2027	\$ 12,137	\$ 1,225,865	
2028	\$ 12,259	\$ 1,238,124	
2029	\$ 12,381	\$ 1,250,505	
		\$ 11,332,713	10-year total



Forecasting for the Future

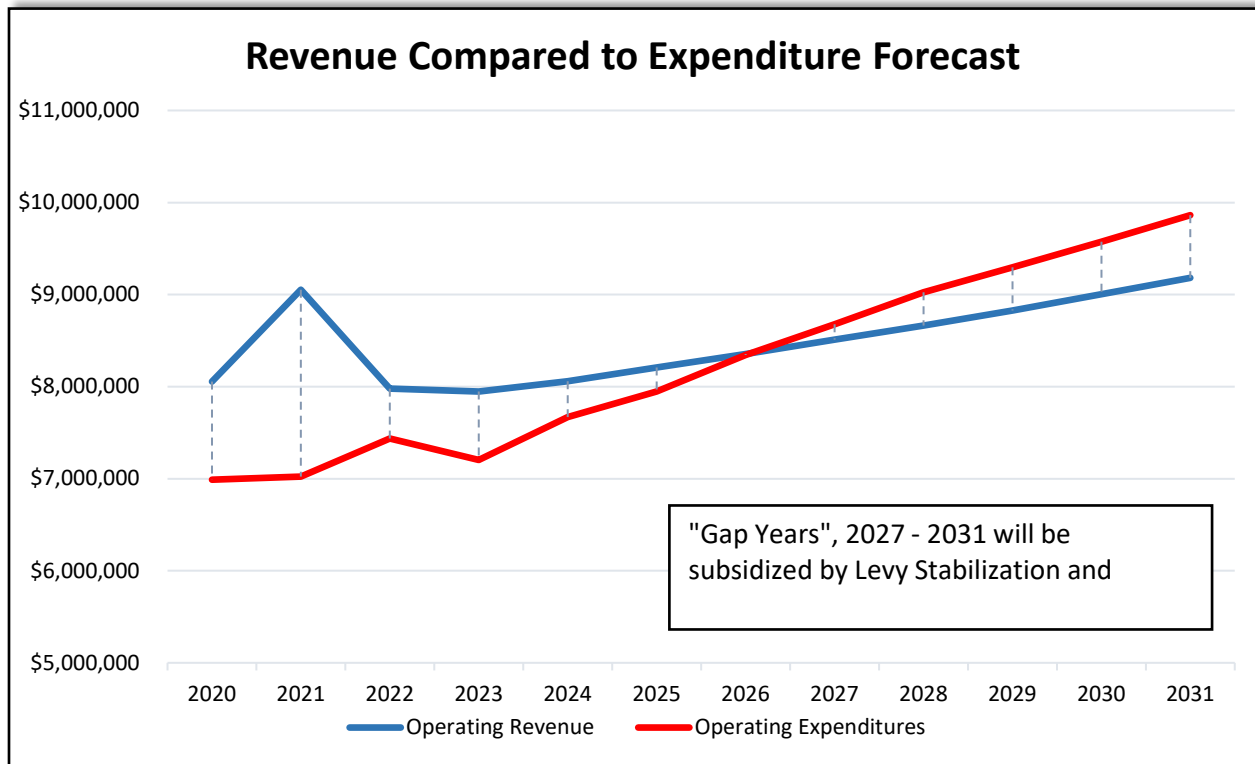
After the Levy passed, former Finance Director Julie Ketter prepared the following report to compare forecasted operating revenues to expenditures over the life of the Levy and beyond. She predicted a crossover point of 2027, where expenditures would surpass revenue and the City would then have to dip into the stabilization fund.



Now that we are preparing for the 2024 Budget, a new forecast is imperative to track the financial stability of the City and to prepare for the future. When the prior model was created, there was no way to predict the impact that the COVID 19 pandemic would have on the City and its finances. With a halt to projects and a stay-at-home order in effect, the City saw a decrease in expected expenditures in 2020 and 2021 while subsequently seeing an increase in sales tax revenue. This would not last however as 2022 and 2023 have seen an inflationary increase across the board, only somewhat mitigated by the increase in investment interest revenue. These increases are expected to impact the 2024 budget, before a predicted gradual return to pre-pandemic levels within 2-5 years.



The below graph shows that while revenue and expenditure numbers differ from the 2020 model, the crossover to deficit spending is still on track for 2027 with the Levy stabilization amount predicted to supplement the general fund until at least 2031.



2024 Preliminary Budget Summary

With high inflation raising prices across the board for almost every department, I must thank staff for their conservative approach, to allow for us to bring a balanced preliminary budget to both Council and the community. First an overview of the total preliminary numbers across the board for 2024, followed by key items and asks. Please note that this is a working document, and all numbers are subject to change as additional information and feedback is given.



City of Medina 2024 General Fund		
Revenue		
Total Revenue	\$	8,059,234.00
Change		3.08%
Expenditures		
Department	Amount	Change
Exec.	\$ 293,498.40	4.38%
Finance	\$ 685,418.00	20.49%
Central Services	\$ 1,226,360.80	-2.76%
Police	\$ 2,821,134.54	5.66%
Fire	\$ 934,285.00	12.87%
Parks	\$ 632,531.00	4.45%
Rec Services	\$ 48,500.00	0%
Legislative	\$ 70,500.00	0%
Municipal Courts	\$ 62,000.00	0%
Legal	\$ 327,200.00	0%
Social and Env. Services	\$ 52,648.00	25.18%
Transfers	\$ 800,000.00	20.69%
Total General Fund Exp.	\$ 7,954,075.74	▲ 4.18%
City of Medina 2024 Capital Fund		
Revenue		
Total Revenue	\$	1,300,000.00
Change		3.73%
Expenditures		
Total Capital	\$	830,000.00
Total Stormwater	\$	350,000.00
Total Capital Fund Exp.		\$ 1,180,000.00
City of Medina 2024 Dev Services Fund		
Revenue		
Total Revenue	\$	1,121,500.00
Change		11.31%
Expenditures		
Total Capital	\$	1,016,812.00
Change		16.10%



2024 Budget, Key Items and Asks

Employee Salary and Benefits

- With the CPI above the max COLA increase, employee salaries will increase by 4% with a 4.6% increase for law enforcement.
- As we still await final rates on the benefit side for AWC and a few others, a conservative 8% increase will act as a placeholder.
- The additional cost of adding Juneteenth as a recognized Holiday for the City has been added to the budget, awaiting Council discussion and direction.

Fixed Cost Increases for 2024

- ARCH, the City's portion to support transitional and low-income housing will increase in 2024 to cover the admin costs (\$8.5K increase).
- With a heavy increase in employee compensation and the new Station 10 being built, Bellevue Fire has increased their service cost by 13.35% for 2024.
- For the second year in a row, WCIA has increased their insurance cost significantly to replenish their fund drained by heavy payouts by other jurisdictions. Medina's portion has risen by 29% for 2024.
- Our IT managed services are expected to increase by 10% for 2024.

Specific Department Asks for 2024

- **Police Department**
 - o Body worn cameras and tasers, both would be leased and set at a fixed annual cost of \$32K.
- **Public Works**
 - o A replacement plow truck, fitted with a sprayer to allow for better coverage and service to the community during winter storms. The truck with the necessary attachments would cost an estimated \$100K.
- **Development Services**
 - o A new fuel-efficient vehicle for Building Official and staff use to visit work sites and to conduct inspections. Estimated cost of \$40K.

2024 Capital Fund Preliminary Project List

Account Code	2023 Budget	2024 Budget	2024 PROPOSED PROJECT LIST
CAPITAL STREETS:			STREETS:
307 000 000 595 30 63 01	\$ 105,000.00	\$ 105,000.00	88th Ave NE Overlay
CAPITAL SIDEWALK:			SIDEWALK:
307 000 000 595 30 63 10	\$ 650,000.00	\$ 700,000.00	NE 12t Street Pedestrian Improvements (rollover)
		\$ 130,000.00	NE 10th Street ADA Updates and Sidewalk Repairs
CAPITAL PARKS:			PARKS:
307 000 000 594 76 63 20	\$ 50,000.00	\$ 50,000.00	East Trail Improvements
CAPITAL STORMWATER:			STORMWATER:
307.000 000 595 30 63 02	\$ 350,000.00	\$ 200,000.00	NE 2nd Pl, 78th Ave NE
		\$ 150,000.00	Mapping and Easement assessment
CAPITAL BUILDING:			BUILDING:
307 000 000 594 18 60 00	\$ 150,000.00	\$ 50,000.00	City Hall Exterior Painting
		\$ 50,000.00	City Hall Carpet
		\$ 20,000.00	Post Office Painting
		\$ 30,000.00	Post Office HVAC
TREE FUND:			OTHER:
103 000 000 558 60 49 10	\$ 30,000.00	\$ 30,000.00	Tree Planting and Hazardous Tree Removal
TRANSFERS:	\$ 75,000.00	\$ 75,000.00	OTHER:
307 000 000 597 00 30 00	\$ 30,000.00	\$ 75,000.00	

TOTALS	\$ 1,335,000.00	\$ 1,210,000.00	
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Comprehensive Plan Update and Existing Conditions Report

NO ATTACHMENTS FOR AGENDA ITEM 9.1



MEDINA, WASHINGTON

AGENDA BILL

Monday September 11, 2023

Subject: Proposed Tree Management Code Violations Section – Text Amendment

Category: Discussion

Staff Contact: Steve Wilcox, Development Services Director

Summary This is a draft text amendment proposal for a new Violations section to be added to the Medina Municipal Code Chapter 16.52 -Tree Management Code. This Violations section addresses tree removals which occur on private property or within the public right of way without an issued Medina tree activity permit. Council comments from the July 10, 2023 meeting have been added into this draft as was possible.

This draft proposal meets and supports Council priorities 1, 3, and 5.

Council Priorities:

1. Financial Stability and Accountability
2. Quality Infrastructure
3. Efficient and Effective Government
4. Public Safety and Health
5. Neighborhood Character

The July 10th Council meeting involved scoping the project of creating a new Violations section. Tonight is the first time Council has seen the proposed Violations section text amendment and had opportunity to comment. Council will have another opportunity to review the draft proposal prior to voting on its adoption.

The Washington State Department of Commerce (DOC) requires a 60-day review of this proposed text amendment due to the inclusion in our Tree Management Code. Staff will request an expedited 30-day review period. It is possible that Council will not see a finalized version of the proposed Violations text amendment including DOC approval until the November 13, 2023 meeting.

Recommendation: Discussion and direction.

City Manager Approval:

Proposed Council Motion: “I move to direct the Development Services Director to finalize the draft Violations text amendment and to then return to Council for a vote on adoption.”

Time Estimate: 30 minutes

DRAFT TREE CODE AMENDMENTS

PART 1: NEW MMC SECTION 16.52.250

16.52.250. - Violations.

A. Application and Scope.

1. This section establishes fines, penalties, violation procedures and related information relative to trees and tree canopy that are removed or damaged in the City of Medina without prior or proper authorization from the City and/or without compliance with the regulations in MMC Chapter 16.52-Tree Management Code.

B. Definitions.

1. Private property or parcel means all land and property not included within the definitions stated in section B.2 below.

2. Right of way, ROW, and public property each mean and include any and all land and/or property rights held by the City of Medina and/or held by the City for the benefit of the City and/or the public.

3. Tree activity permit means a permit issued with conditions by the City of Medina for removal of a tree.

4. Tree damage means a tree found to have its health and/or viability substantially or permanently degraded due to improper implementation or failed maintenance of tree protection requirements, but does not exclude damage resulting from other unnatural causes.

5. Tree removal means the act of physically removing a tree by any means, or damaging a tree to a point it is no longer healthy or viable.

6. Viable means capable of surviving or living successfully.

7. Violator means the person, persons, and/or entity(s) determined by the Director to be responsible for or having committed any improper or unpermitted tree removal or tree damage.

C. Tree Removals Occurring on Private Property. Each tree removed from private property is subject to all of the following:

1. Fines. Fines shall be assessed for each tree removed as follows; each fine is cumulative:

a. \$1,000 per tree; and

- b. \$1,000 per inch DBH; and
- c. \$25,000 maximum per tree; and
- d. The fine for legacy or landmark tree removal shall be three times the maximum calculated fine per tree; and
- e. The fine for tree removal occurring within a critical area or a critical area buffer shall be three times the calculated fine per tree.
- f. The owner of a single-family parcel not under a pending or issued development permit may seek a one-time exemption from all or a portion of the foregoing fines for a maximum of one tree removal if the Director finds that all of the following apply:
 - i. The removed tree is not a legacy or landmark tree.
 - ii. The removed tree is not within a critical area or its buffer.
 - iii. No more than one tree is removed.
 - iv. There has been no prior exemption granted for a tree removal on the single-family property during the period of a continuous ownership.

2. Reimbursement and Recovery of City Costs. The following City costs and expenses incurred for or related to each tree removal shall be tabulated by the Director and periodic invoices therefore shall be presented to the violator, who shall reimburse the City in the full amount thereof within 30 days of presentation of such invoice.

- a. All costs and expenses of enforcement or remediation incurred by the City shall be recovered, including:
 - i. Professional consultant and contract costs, including without limitation arborists, technicians, City Hearing Examiner, City Attorney, and any other consultant or contractor performing work or activities related to the tree removal.
 - ii. Hourly City staff costs.

3. Tree Activity Permit Requirements.

- a. Permit fees for work performed without benefit of an issued tree activity permit shall be doubled.

4. Hardships. The owner of a private single-family residential property who is determined by the City to have committed an unpermitted tree removal on such property, and to whom the City has assessed fines for violations of this section, may petition the Hearing Examiner for a reduction of the City's assessed fines and penalties pursuant to this subsection C.4. The City's intent is to recognize individuals who are long-time residents of the City and who have limited financial assets, such that the assessed fines represent a significant and substantial financial burden on the owner.

- a. The owner of private single-family residential property who wishes to petition the Hearing Examiner due to financial hardship shall:

i. File a petition to the Hearing Examiner no later than the date of a required response to a City-issued Notice or other Order issued by the City regarding the unpermitted tree removal.

ii. The petition shall be delivered to the City of Medina Development Services Director via certified mail or by hand-delivery to City Staff at Medina City Hall "to the attention of the Development Services Director", and shall include full payment of the Hearing Examiner's fee as listed within the current Medina Fee Resolution.

iii. The City shall provide the petitioner with a notice of receipt via regular mail.

iv. The petitioner shall provide substantial credible evidence of monetary burden and personal impact and hardship due to the City's assessed fines.

v. The Hearing Examiner shall have discretion over the petition and may grant a hearing on the petition or may deny the petition for lack of substance. The Hearing Examiner shall issue a Notice of Decision to the petitioner and the Director within 30 days of receiving the petition, which Notice shall briefly explain the Examiner's decision and either deny the petition or grant a hearing on the petition.

vi. If a hearing is to be held, the Hearing Examiner shall consult with the parties and set the date thereof no later than 90-days following issuance of the Notice, and shall set dates for the submission of an answer by the City to the petition and a response thereto by the petitioner. The hearing shall be conducted in accordance with the Hearing Examiner's Rules of Procedure. If the Hearing Examiner decides to grant the petition in whole or in part, the Hearing Examiner may not reduce the City's assessed fines to less than 25 percent of the City's total assessment.

D. Tree Removals Occurring on Public Property or City ROW. Each tree removed from City or public property or ROW is subject to all of the following:

1. Fines. Fines shall be assessed for each tree removed as follows; each fine is cumulative.

a. There is no minimum diameter of tree limitation.

b. \$1,000 per tree; and

c. \$1,000 per inch DBH; and

d. The fine for each tree removed shall be three times that calculated per subsections D.1.a, .b and .c.

2. Reimbursement of City Costs. The following City costs and expenses incurred for or related to each tree removal shall be tabulated by the Director and periodic invoices therefore shall be presented to the violator, who shall reimburse the City in the full amount thereof within 30 days of presentation of such invoice.

a. All costs and expenses of enforcement and remediation incurred by the City shall be recovered, including:

i. Professional consultant and contract costs, including without limitation arborists, technicians, City Hearing Examiner, City Attorney, and any other consultant or contractor performing work or activities related to the tree removal.

ii. Hourly City staff costs.

iii. All site restoration activities, including debris, tree material and stump removal; grading; clean-up; infrastructure repair and replacement; site and public protective actions.

iv. All subsequent remedial and implementation activities, including estimated or anticipated costs to assure health, viability and protection of each remediation tree, including advance deposits therefor as periodically determined by the Director. Such amounts shall minimally include the estimated costs for three years of watering and other maintenance by City staff, and for five consecutive years to cover health and viability observation and/or response by the City Arborist.

3. Remediation of Tree Removal and Denigration of Tree Canopy. Immediate steps to replace and restore the total area of removed tree canopy are required, including the following:

a. The area of canopy remediation shall be based upon the City Arborists estimation of canopy area lost.

b. Utilize tree species listed within the Medina Lists of Suitable Trees.

c. Tree sizes as necessary to reduce the quantity of replacement trees.

d. Replant within the immediate area of the tree and canopy removal.

e. Utilize additional replanting in locations determined appropriate by the City Arborist.

f. Recovery of the City's expenses of remediation, including replacement trees, professional planting, delivery, and sales tax, and ongoing maintenance thereof, as set forth in Section C.2 above.

g. Contribution(s) to the Medina Tree Fund shall comply with Section 16.52.200.E.3.

h. At its discretion the City may perform the remediation work required or the City may use preferred consultants of its choice.

i. Modifications may be applied to remediation requirements as determined appropriate by the Director.

4. Tree Activity and Right of Way Use Permit Requirements.

a. Fees for work performed without benefit of an issued tree activity and right of way use permit shall be doubled.

E. Tree Protection Requirements and Standards During Development.

1. Failure to Implement or Maintain Tree Protection. Failure to implement or maintain tree protection as required during development projects shall result in a minimum fine of \$1,000 per tree.

2. Damaged Trees. Trees found to have their health and/or viability substantially or permanently damaged due to improper or failed implementation or maintenance of tree protection requirements shall be subject to fines, fees, cost reimbursement, and remediation as though the tree had been removed without benefit of permit.

F. Financial Guarantees and Supplemental Provisions. The following provisions apply to all actions occurring under this Section:

1. A financial guarantee acceptable to the City, including a bond, cash, or bank cash set-aside account (collectively Guarantee) is required for all time deposits under this Section.

2. A minimum Guarantee in the amount of \$4,000 is required per remediation tree. Said Guarantee shall be held for 5-years beginning with the date of replanting.

3. Guarantees shall be replenished within 60 days of written notice from the City that the current deposit amount is at 25% or less of the original deposit.

4. All or portions of a Guarantee may be used by the City to cover total cost to replant if needed.

5. A portion of a Guarantee may be used for assuring a new 3-year watering and maintenance program, and concurrent 5-year period of City arborist observations.

PART 2: CONFORMING EDITS TO MMC CHAPTER 1.15

MMC Section 1.15.030 is amended to read as follows:

1.15.030. - Applicability.

This chapter applies to any violations of:

- A. MMC Title 16, Unified Development Code;
- B. Chapter 8.04 MMC, Nuisances;
- C. Chapter 8.06 MMC, Noise;

- D. Chapter 12.08 MMC, Construction in Streets;
- E. Chapter 12.32 MMC, Structures in Unimproved Portions of Public Rights-of-Way;
- F. Chapter 13.06 MMC, Stormwater;
- G. Chapter 16.75 MMC, Construction Activity Permit;
- H. Chapter 16.50 MMC, Critical Areas;
- I. Chapter 16.52 MMC, Tree Management Code; and
- J. Other Medina Municipal Code sections that make reference to this chapter.

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MEDINA, WASHINGTON

AGENDA BILL

Monday, September 11, 2023

Subject: City Manager Review

Category: City Business

Staff Contact(s): Scott Missall, City Attorney and Jessica Rossman, Mayor

Summary

One of the Council's responsibilities is to supervise and review the City Manager. This agenda item is intended to provide an update on the current status of and plans for the 2023 evaluation process.

- In July 2020, the Council passed Resolution 411 (attached to this AB), adopting an outline and structure for evaluating the City Manager. The Resolution was developed by the City Attorney with input from the Personnel Committee and former City Manager.
- In 2022, Council appointed and hired Steve Burns as the City's new City Manager. The hiring process substituted for the annual review process that year and included changes to the annual review components and goal-setting timelines to facilitate the integration of the new City Manager.
- The Council's Personnel Committee is now initiating the current year's evaluation process as described in Resolution 411. The Committee is working to streamline the process as much as possible and is hopeful that certain meetings and discussions described in the Resolution may not be needed (e.g., without requiring a second November meeting in 2023). As the 2023 review process gets underway, the Personnel Committee, City Manager, and City Attorney may find that Resolution 411 needs further updates or modification, and if so, will bring those to Council for discussion and decision.
- The Personnel Committee is planning a meeting with the City Manager and the City Attorney for later in the week of September 11th, and the Committee expects it will have a more comprehensive review plan after that meeting, including a revised timeline to complete the Manager's review.
- The Committee's current work on the Manager's evaluation includes the following:
 - A new anonymized online form for staff evaluation of the Manager (i.e., a "360 Review"); and
 - An updated evaluation form for Council member use.
 Each of these changes should make the Manager's evaluation process more comprehensive and more efficient, enabling a better review outcome and a more thorough result.

This meets and supports Council's priority #3.

Council Priorities:

1. Financial Stability and Accountability
2. Quality Infrastructure
3. Efficient and Effective Government
4. Public Safety and Health
5. Neighborhood Character

Attachment

Resolution No. 411

Budget/Fiscal Impact: None.

Recommendation: Discussion and direction.

City Manager Approval:



Proposed Council Motion: N/A

Time Estimate: 10 minutes

RESOLUTION NO. 411

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, ADOPTING A NEW CITY MANAGER EVALUATION AND CITY GOAL SETTING PROCESS AND ANNUAL SCHEDULE

WHEREAS, the City Council desires to update its procedures relating to the annual evaluation of the City Manager; and

WHEREAS, the City Council desires to coordinate and integrate that process with the Council's annual retreat and the City's annual process for developing and implementing City goals; and

WHEREAS, the City Manager Evaluation and City Goal Setting Process and Annual Schedule, attached and incorporated as **Exhibit A** (hereinafter Schedule and Process), will facilitate and enhance the City Council's timely annual review of the City Manager's performance, will facilitate the concurrent development and implementation of annual City goals, and will establish an integrated process furthering the City's interest in efficient management and effective government; and

WHEREAS, the current City of Medina Personnel Manual, Section 8.04 (City Manager Review), may be referenced and applied in conjunction with the Schedule and Process, provided that the Schedule and Process shall supersede all inconsistent portions of Section 8.04; and

WHEREAS, the Schedule and Process assigns tasks to the City Council's Personnel Committee, the City Council itself, and City Manager that should be timely and cooperatively performed to achieve the benefits of Schedule and Process; and

WHEREAS, it is the City Council's intent that the Schedule and Process adopted herein be used by the City until further changes may be authorized by the City Council; and

WHEREAS, the City Council and City Manager should evaluate the utility of the Schedule and Process after two years to determine its effectiveness and need for further changes, and thereafter as they deem appropriate;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, RESOLVES AS FOLLOWS:

Section 1. Schedule and Process Adopted. The Schedule and Process attached at **Exhibit A** is adopted for the purposes stated herein and shall be implemented until further action of the City Council.

Section 2. Periodic Review of Schedule and Process. The City Council and City Manager shall evaluate the utility of the Schedule and Process after two years to determine its effectiveness and need for further changes, and thereafter as they deem appropriate.

Section 3. Effective Date. This Resolution shall be effective upon its adoption by the City Council.


PASSED BY THE CITY COUNCIL OF THE CITY OF MEDINA ON JULY 13, 2020 AND SIGNED IN AUTHENTICATION OF ITS PASSAGE ON JULY 13, 2020.



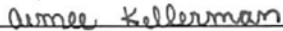
Jessica Rossman, Mayor

Approved as to form:
Ogden Murphy Wallace, PLLC

Attest:



Scott M. Missall, City Attorney



Aimee Kellerman, City Clerk

FILED WITH THE CITY CLERK:7/15/2020
PASSED BY THE CITY COUNCIL:7/13/2020
RESOLUTION NO. 411

EXHIBIT A**City Manager Evaluation and City Goal Setting
Process and Annual Schedule**

Adopted July 13, 2020

This new City Manager Evaluation and City Goal Setting Process and Annual Schedule (Schedule and Process) is adopted to facilitate and enhance the City Council's timely annual review of the City Manager's performance, to facilitate the concurrent development and application of annual City goals, and to establish an integrated process furthering the City's interest in efficient management and effective government.

The current City of Medina Personnel Manual, Section 8.04 (City Manager Review), may be referenced and applied in conjunction with this Schedule and Process, but the Schedule and Process shall supersede all inconsistent portions of the Section 8.04.

The Schedule and Process assigns tasks to the City Council's Personnel Committee (PC), City Council (CC), and City Manager (CM) using those descriptors below. "Mtg #" refers to the first or second regular monthly meeting of the City Council. City Council retreat is integrated with concurrent development of City Council and City Manager annual goals.

Current Year City Manager Evaluation by Council

- Sep--Oct: PC initiates CM review, assembly of materials, and analysis; PC conducts meeting with and solicits contributions from CM; PC prepares preliminary report to CC
- Oct Mtg #2: PC presents preliminary report to CC for discussion and review (open and/or ex. session as may applicable)
- Nov Mtg #1: Confidential CC discussion and review in ex. session; CC discussion with CM in ex. session; CC provides direction to PC to prepare draft final evaluation
- Nov. Mtg #2: CC considers PC draft final evaluation in ex. session; CC discussion with CM in ex. session; CC provides direction to PC to prepare final evaluation
- Dec Mtg #1: CC takes final action on CM evaluation and sets next year compensation in open session

Council and Manager Goal Setting for Upcoming Year

All City Council meetings are open session.

- Mid-Dec: CM delivers proposed City and CM goals for upcoming year to CC
- Jan Mtg #1: CC discussion of City and CM proposed goals
- Jan Mtg #2: CC discussion and direction to CM to prepare final recommendation for goals
- Feb 1st Sat: CC retreat; Finalize City and CM goals for current year
- Feb Mtg #2: CC takes final action on City and CM goals



MEDINA, WASHINGTON

AGENDA BILL

Monday, September 11, 2023

Subject: E-Vehicle Helmet Law Discussion

Category: City Business

Staff Contact: Jeff Sass, Chief of Police

Summary

At the request of the council (prior council meeting by Deputy Mayor Reeves) a proposed municipal code was created for electric scooters and bikes. Requesting feedback to the proposal prior to submitting to city attorney and then final review by council.

Attachment(s)

Copy of Proposed Ordinance

Budget/Fiscal Impact: None

Recommendation: Discussion and direction.

City Manager Approval:

Proposed Council Motion: Provide feedback so staff can adjust and ensure this covers all areas requested.

Time Estimate: 15 minutes



MEDINA POLICE DEPARTMENT

MEDINA HELMET MUNICIPAL CODE

RECOMMENDATION



1. Definitions:

- a. RCW 46.04.336: "Motorized foot scooter" means a device with two or three wheels that has handlebars, a floorboard that can be stood upon while riding, and is powered by an internal combustion engine or electric motor that has a maximum speed of no greater than twenty miles per hour on level ground.
- b. RCW 46.04.169: "Electric-assisted bicycle" means a bicycle with two or three wheels, a saddle, fully operative pedals for human propulsion, and an electric motor. The electric-assisted bicycle's electric motor must have a power output of no more than seven hundred fifty watts. The electric-assisted bicycle must meet the requirements of one of the following three classifications:
 - i. (1) "Class 1 electric-assisted bicycle" means an electric-assisted bicycle in which the motor provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches the speed of twenty miles per hour;
 - ii. (2) "Class 2 electric-assisted bicycle" means an electric-assisted bicycle in which the motor may be used exclusively to propel the bicycle and is not capable of providing assistance when the bicycle reaches the speed of twenty miles per hour; or
 - iii. (3) "Class 3 electric-assisted bicycle" means an electric-assisted bicycle in which the motor provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches the speed of twenty-eight miles per hour and is equipped with a speedometer.

2. Duty to Obey Traffic-Control Signs and Rules of the Road.

- a. Any person operating a motorized foot scooter, electric-assisted bicycle, or similar device shall obey all the rules of the road applicable to vehicle or pedestrian traffic, as well as the instructions of official traffic-control signals, signs, and other control devices applicable to vehicles, unless otherwise directed by a police officer.

3. Use Prohibited in Certain Areas.

- a. Motorized foot scooters, electric-assisted bicycles, or similar devices shall not be operated in any park, trail, walking path or walkway. Exception: this section shall not apply to the use of wheelchair conveyances when operated by a disabled person, as defined in RCW [46.04.710](#), or to strollers used to transport small children.

4. Helmets Required.

- a. Any person operating a motorized foot scooter, electric-assisted bicycle, or similar device, or riding as a passenger on or in tow of a motorized foot scooter, electric-assisted bicycle, or similar device, upon any public area in the City of Medina shall wear a helmet designed for safety and shall have either a neck or chin strap on the helmet fastened securely while the a motorized foot scooter, electric-assisted bicycle, or similar device is in motion. No person shall transport any person on or in tow of a motorized foot scooter, electric-assisted bicycle, or similar device upon a public area in the jurisdiction of the City of Medina unless the passenger is wearing a helmet that meets the requirements of this chapter.

5. Hours of Operation.

- a. No motorized foot scooter, electric-assisted bicycle, or similar device shall be operated between one-half hour after sunset and one-half hour after sunrise.

6. Mufflers Required.

- a. Motorized foot scooter, electric-assisted bicycle, or similar device shall have a muffler attached to muffle engine noise.

7. Penalty.

- a. A person violating the provisions of this section is guilty of a violation punishable by a fine not to exceed \$100.00