



MEDINA CITY COUNCIL

Monday, September 22, 2025

5:00 PM – STUDY SESSION

6:00 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
SPECIAL AND REGULAR MEETING

Hybrid - Virtual/In-Person
Medina City Hall – Council Chambers
501 Evergreen Point Road, Medina, WA 98039
Monday, September 22, 2025 – 5:00 PM

AGENDA

MAYOR | Jessica Rossman

DEPUTY MAYOR | Randy Reeves

COUNCIL MEMBERS | Joseph Brazen, Harini Gokul, Mac Johnston, Michael Luis, Heija Nunn

CITY MANAGER | Jeff Swanson

CITY ATTORNEY | Jennifer S. Robertson

ACTING CITY CLERK | Dawn Nations

Hybrid Meeting Participation

The Medina City Council has moved to hybrid meetings, offering both in-person and online meeting participation. Medina City Council welcomes and encourages in-person public comments. To participate in person, please fill out a comment card upon arrival at City Hall and turn it in to the City Clerk. To participate online, please register your request with the City Clerk at 425.233.6410 or email dnations@medina-wa.gov and leave a message before 2PM on the day of the Council meeting; please reference Public Comments for the Council meeting on your correspondence. The City Clerk will call 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 to Council@medina-wa.gov at any time.

Join Zoom Meeting

<https://medina-wa.zoom.us/j/82744321998?pwd=oNyGHuaSIKurNS5fXbsbi5pOHT3RYH.1>

Meeting ID: 827 4432 1998

Passcode: 311113

One tap mobile

+12532158782 US (Tacoma)

Study Session Information

The Study Session is an informal discussion for the City Council. This session is held in person only and is not recorded. The public is welcome to attend; however, Zoom access will not be available until the regular meeting begins at **6:00 PM**.

1. STUDY SESSION

- 1.1 2026 Preliminary Budget - Deep Dive by Ryan Wagner, Finance/HR Director

Time Estimate: 45 minutes

- 1.2 Vegetation Management Reimbursement Policy Discussion by Ryan Osada, Public Work Director

Time Estimate: 15 minutes

The Regular meeting will start at 6:00 PM.

2. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Council Members Brazen, Gokul, Luis, Johnston, Nunn, Reeves, Rossman

3. APPROVAL OF MEETING AGENDA

4. PUBLIC COMMENT PERIOD

Individuals wishing to speak live during the Virtual City Council meeting may register their request with the City Clerk at 425.233.6410 or email dnations@medina-wa.gov and leave a message **before 2PM** on the day of the Council meeting. Please reference Public Comments for the 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.

5. PRESENTATIONS

None.

6. CITY MANAGER'S REPORT

None.

7. 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.

- [7.1](#) 2025 Tennis Court Fence Rehabilitation
Recommendation: Approve.
Staff Contact: Ryan Osada, Public Works Director

- [7.2](#) 2025 Overlay on 87th Avenue NE
Recommendation: Approve.
Staff Contact: Ryan Osada, Public Works Director

8. LEGISLATIVE HEARING

None.

9. PUBLIC HEARING

None.

10. CITY BUSINESS

None.

11. REQUESTS FOR FUTURE AGENDA ITEMS AND COUNCIL ROUND TABLE

a) Requests for future agenda items.

12. PUBLIC COMMENT

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

13. EXECUTIVE SESSION

[Time Estimate: 50 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; and

RCW 42.30.110 (1)(g)

To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to **RCW 42.30.140(4)**, discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public.

[Council may take action following the Executive Session.](#)

14. ADJOURNMENT

Next regular City Council Meeting: October 13, 2025, 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, October 13, 2025 - City Council Meeting (5:00PM)

Monday, October 27, 2025 - City Council Meeting (5:00PM)

Monday, November 10, 2025 - City Council Meeting (5:00PM)

Tuesday, November 11, 2025 - Veterans Day - City Hall Closed

Monday, November 24, 2025 - City Council Meeting (5:00PM)

Thursday, November 27, 2025 - Thanksgiving Holiday - City Hall Closed

Friday, November 28, 2025 - Day After Thanksgiving Holiday - City Hall Closed

Monday, December 8, 2025 - City Council Meeting (5:00PM)

Monday, December 22, 2025 - City Council Meeting (5:00PM)

Thursday, December 25, 2025 - Christmas Day - City Hall Closed

CERTIFICATION OF POSTING AGENDA

The agenda for Monday, September 22, 2025, Regular Meeting of the Medina City Council was posted and available for review on Thursday, September 18, 2025, 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, WASHINGTON

Ordinance No. XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, ESTABLISHING A NEW CHAPTER 12.05 IN THE MEDINA MUNICIPAL CODE ENTITLED “NUISANCE VEGETATION” TO REGULATE OVERGROWN VEGETATION IN OR ON CITY RIGHTS OF WAY; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Medina (“City”) wishes to address complaints regarding overgrown vegetation on private property that interferes with public rights of way, including sidewalks, by restricting pedestrian travel or creating unsafe or unsightly conditions; and

WHEREAS, in order to reduce the impacts to public health and safety of overgrown vegetation, a new Chapter 12.05 should be added to the Medina Municipal Code (“MMC”) establishing a process for the City to regulate overgrown vegetation; and

WHEREAS, RCW 35.21.310 provides authority for the City to abate overgrown vegetation and to bill the property owner or lien the property for such costs of abatement; and

WHEREAS, the City Council desires staff utilize proactive outreach to improve compliance and community cooperation through targeted strategies, including informational materials in multiple languages, community engagement, and digital tools, to educate adjacent property owners about their responsibilities for right-of-way maintenance; and

WHEREAS, the City Council finds that it is in the public interest, safety and welfare to adopt this procedure into the MMC, as set forth in this Ordinance; **NOW, THEREFORE,**

THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. A new chapter 12.05 is hereby added to the Medina Municipal Code to read as follows:

Chapter 12.05 NUISANCE VEGETATION

12.05.010 Obstructing streets and sidewalks.**12.05.020 Abatement by the city.****12.05.010 Obstructing streets and sidewalks.**

Trees, plants, shrubs, or vegetation or parts thereof which overhang any sidewalk or street, or which are growing thereon in such a manner as to obstruct or impair the free and full use of the sidewalk or street by the public are public nuisances. Grass, weeds, shrubs, bushes, trees, or vegetation growing or which have grown and died, and all debris upon any property and which are a fire hazard or menace to public health, safety, or welfare, are likewise public nuisances. Pursuant to MMC 16.52.220, it is the responsibility of the owner of property adjoining a city right-of-way, including sidewalks and streets, to ensure the trees, shrubs, and landscaping in the right-of-way adjoining their property do not interfere with the free passage of pedestrians and vehicles or cause any risk of danger to the public or property. It is the duty of the owner of the property adjoining a city right-of-way to abate any such nuisance vegetation that exists by destroying, removing, or trimming any such growth, and removing any such debris.

The requirements of this section shall apply equally to the city rights-of-way whether the city's title to the right-of-way was obtained by dedication, condemnation, deed, or any other manner. This chapter shall not be construed so as to require a private property owner to abate any such nuisance which exists because of natural vegetation growing wholly within the limits of the city's rights-of-way, unless such vegetation was planted by the private property owner with or without City permission.

12.05.020 Abatement by the city.

The city may initiate the process requiring an adjoining property owner to remove the nuisance described in MMC 12.05.010 as follows:

- A. A resolution of the city council shall be adopted after not less than five days' notice to the property owner, which shall describe the property involved and the nuisance or hazardous condition, require the owner to abate such nuisance by destroying, removing, or trimming the nuisance vegetation, and state that in the event of the owner's failure to do so, the city will cause the trimming, removal, or destruction of such nuisance and that the cost thereof shall be borne by the owner of the property and become a lien against the property.
- B. If any such nuisance vegetation as defined by this chapter is not abated by removal, destruction, or maintenance by the adjoining property owner upon reasonable notice, the city may abate the same and staff shall render a bill for the city's costs of such abatement and mail the bill to the property owner. If the property owner fails or refuses to pay the bill immediately, or if no bill is rendered because the property owner cannot be found, the clerk of the city in the name

of the city may file a lien against the property with the King County Recorder, which lien shall be in substantially the same form, filed with the same officer and within the same time and manner and enforced and foreclosed as provided by law for labor and materials liens.

Section 2. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 3. Corrections. Upon the approval of the city attorney, the city clerk, and/or the code publisher is authorized to make any necessary technical corrections to this ordinance, including but not limited to the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 4. Effective Date. This interim official control shall take effect five days after publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF MEDINA ON THE ____ DAY OF MONTH, 2025 BY A VOTE OF ____ FOR, ____ AGAINST, AND ____ ABSTAINING, AND IS SIGNED IN AUTHENTICATION OF ITS PASSAGE THE ____ DAY OF MONTH, 2025.

Jessica Rossman, Mayor

Approved as to form:
Inslee Best Doezie & Ryder, P.S.

Attest:

Jennifer R. Robertson, City Attorney

Dawn Nations, Acting City Clerk

PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.: / AB



MEDINA, WASHINGTON

AGENDA BILL

September 22, 2025

Subject: 2025 Tennis Court Fence Rehabilitation

Category: Consent

Staff Contact: Ryan Osada, Public Works Director

Summary

This project will replace the existing chain-link fence with a new mini-mesh design while retaining the current posts and supports. The upgrade will enhance both safety and aesthetics, providing a more durable alternative to the deteriorating fence. Originally scheduled for 2026, the project timeline has been moved forward thanks to additional funding from the King County Parks Levy. As these funds expire in July 2026, it is essential to utilize the additional grant revenue.

This project meets and supports Council's priorities 1-5:

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

Attachment(s)

FINAL_CONTRACT_2025 Tennis Court Fence Rehab

Budget/Fiscal Impact: \$23,282.85

Recommendation: Approve.

City Manager Approval:

Proposed Council Motion: I move to authorize the City Manager to award and execute a contract with FRN Corp.



LIMITED PUBLIC WORKS CONTRACT AGREEMENT

PROJECT: 2025 TENNIS COURT FENCE REHABILITATION

STATEMENT OF BIDDER'S QUALIFICATIONS / RESPONSIBILITY CRITERIA

BUSINESS INFORMATION

Name of Firm:	FRN Drywall Corp
Address:	8104 Portland Ave E
Payment Address:	
Contact Phone #:	206.899.7704
Fax #:	
Contact Name:	Thalia Moran Bracamontes FRNdrywallcorp@outlook.com

LICENSE & REGISTRATION INFORMATION (RCW 39.04.10 Sec. 2)

State of Washington Dept. of Licensing Contractors Registration Number:	
State of Washington Unified Business Identification (UBI) Number:	
State of Washington Dept. of Employment Security Number:	
State of Washington Dept. of Labor & Industries Workers Compensation Acct. Number:	
Federal Tax ID Number:	

INSURANCE AND BONDING

Name of Insurance Company:	
Name of Insurance Agent:	
Insurance Mailing Address:	
Insurance Phone #:	
Insurance Fax #:	
Bonding Company (If Applicable):	
Name of Bond Agent:	
Bonding Company Address:	
Bonding Phone #:	

OTHER

Are you listed on any debarment lists:	<input type="checkbox"/> Y <input type="checkbox"/> N
Are you on the list of parties excluded from the Federal procurement / Non-Procurement programs	<input type="checkbox"/> Y <input type="checkbox"/> N

Signature

Title

Date

CONTRACT FORMS

**CITY OF MEDINA
LIMITED PUBLIC WORKS CONTRACT AGREEMENT**

THIS LIMITED PUBLIC WORKS CONTRACT AGREEMENT (this "Contract") is made this **23rd** day of **September 2025**, by and between, the **CITY OF MEDINA**, a municipal corporation ("City") and **FRN DRYWALL CORP**, a Washington corporation ("Contractor") (individually a "Party" and collectively the "Parties").

In consideration of the terms and conditions set forth in this Contract, the Parties agree as follows:

1. Contractor Services. The Contractor shall furnish at its own cost and expense all labor, tools, materials and equipment required to construct and complete in a good workmanlike manner, and to the satisfaction of the City, the public works project known as **2025 Tennis Court Fence Rehabilitation** ("Project") in Medina, WA. The Project is detailed in the Scope of Work, Exhibit A, and the following documents, which are attached hereto and incorporated herein by reference:

- Scope of Work (Exhibit A)
- Special Provisions
- Minimum Wage Affidavit
- Declaration of Retainage
- W-9 Form

2. Notice to Proceed; Time of Completion. The Contractor shall commence work within ten (10) days after the City issues a written Notice to Proceed, and shall complete the work by **October 31, 2025**. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.

3. Payment.

3.1 Payment amount and procedures. The City shall pay the Contractor for all work and services covered by this Contract in an amount that shall not exceed **Twenty-Three Thousand Two Hundred Eighty-Two and Eighty-Five Cents (\$23,282.85)**, includes sales tax. The payment amount shall exclude approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. The Contractor shall submit monthly invoices for work and services performed in a previous calendar month in a format acceptable to the City. The City shall pay for the portion of the work described in the invoice that has been completed by Contractor and approved by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the work.

3.2 Defective or Unauthorized Work. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have

CONTRACT FORMS

the right to withhold payment for such work until it meets the requirements of the Contract. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" means all reasonable costs incurred by the City, including legal costs and attorneys' fees, beyond the maximum contract price under this Contract. The City further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor.

3.3 Final Payment; Waiver of Claim. Thirty (30) days after completion and final acceptance of the Project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract except those required to be withheld by law or agreed to in special contract provisions. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

3.4 Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to the Contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue, the State Department of Labor and Industries and State Department of Employment Security and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

4. Prevailing Wage. The Contractor shall comply with and pay prevailing wages as required by Chapter 39.12 RCW, as it may be amended in the future. Prevailing rate shall be paid on public works and building service maintenance contracts, funded in part or in whole with Federal funds. Federal wage laws and regulations shall be applicable. No worker, laborer or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington.

Prior to making any payment under this Contract, the Contractor must submit to the City an approved copy of the "Statement of Intent to Pay Prevailing Wages" from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file the Statement. The Contractor shall be responsible for all filing fees. Notice from Contractor and all subcontractors of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of the workers. Each invoice shall include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors. Following the final acceptance of services rendered, Contractor shall submit a "Minimum Wage Affidavit" for themselves and any subcontractors.

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties of interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and his/her decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060, as it may be amended in the future.

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5. Indemnification and Hold Harmless. The Contractor shall protect, defend, indemnify and hold harmless the City, its officers, officials, employees, agents and volunteers from any and all claims, risks, injuries, damages, losses, lawsuits, judgments, and attorney's fees or other expenses of any kind arising out of or in any way connected with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the work shall not be grounds to avoid any of these covenants of indemnification.

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

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

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

6. Compliance with Laws. The Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract. Any violation of the provisions of these applicable laws and regulations shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. Job Safety.

7.1 Work Site Safety. Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

7.2 Trench Safety. All trenches shall be provided with adequate safety systems as required by Chapter 49.17 RCW and WAC 296-155-650 and 655. Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and 655.

8. Utility Location. Contractor is solely responsible for locating any underground utilities affected by the work and is deemed to be an "excavator" for the purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW including

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utilization of the “811 Call before you dig” locator system, before commencing any excavation activities.

9. Warranty and Guarantee. Contractor shall warrant and guarantee the materials and work to be free of defects for a period of one (1) year after the City's final acceptance of the entire Project. Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the City resulting from defects in the Contractor's work including, but not limited to, cost of materials and labor expended by the City in making emergency repairs and cost of engineering, inspection and supervision by the City. The Contractor shall hold the City harmless from any and all claims, which may be made against the City as a result of any defective work, and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.

10. Correction of Defects. Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered after the acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of the City's mailed notice of discovery, and shall complete such work within a reasonable time agreed to by both parties. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the Contractor shall pay all costs incurred by the City to perform the correction. In the event the Contractor does not accomplish corrections within the time specified, the correction work will be otherwise accomplished by the City and all costs of same shall be paid by the Contractor.

11. Change Order/Contract Modification.

11.1 Amendments. This Contract, together with attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only by written change order properly signed by both parties.

11.2 Change orders. The City may issue a written change order for any change in the work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. If the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving the written change order. If the Contractor fails to require a change order within the time frame allowed, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the work. If the Contractor disagrees with the equitable

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adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below.

11.3 Procedure and Protest by Contractor. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor shall, within fourteen (14) calendar days, provide a signed written notice of protest to the City that states the date of the notice of the protest, the nature and circumstances that caused the protest, the provisions of the Contract that support the protest, the estimated dollar cost, if any, of the protested work and how the estimate was determined, and an analysis of the progress schedule showing the schedule change or disruption, if applicable. The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Contractor's records needed to evaluate the protest. If the City determines that a protest is valid, the City will adjust the payment for work or time by an equitable adjustment.

11.4 Failure to Protest or Follow Procedures Constitutes Waiver. By not protesting or failing to follow procedures as this section provides, the Contractor waives any additional entitlement or claims for protested work, and accepts from the City any written or oral order (including directions, instructions, interpretations, and determinations).

11.5 Contractor's Duty to Complete Protested Work. In spite of any protest, the Contractor shall proceed to promptly complete work that the City has ordered.

11.6 Contractor's Acceptance of Changes. The Contractor accepts all requirements of a change order by: (1) endorsing the change order; (2) writing a separate acceptance; or (3) not protesting in the manner this section provides. A change order that is accepted by the Contractor as provided herein shall constitute full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

12. Claims. The Contractor shall give written notice to the City of all claims other than change orders within thirty (30) days of the occurrence of events giving rise to the claim, but in no event later than the time of approval by the City for final payment. Any claim for damages, additional payment for any reason, or extension of time shall be conclusively deemed to have been waived by Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract. At a minimum, a Contractor's written claim must include the information required in Section 11.3 regarding protests.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM IN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.

The Contractor must, in any event, file any claim or bring any lawsuit arising from or connected to this Contract within 120 calendar days from the date the work is completed. Contractor, upon making application for the final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.

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13. Contractor's Risk of Loss. It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he/she has familiarized himself/herself with all existing conditions and other contingencies likely to affect the work, and has made his/her bid accordingly, and that Contractor shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

14. Insurance. The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

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

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

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional endorsement CG 20 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

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

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

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

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

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

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

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

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

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

F. Subcontractors. The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

The Contractor's insurance shall contain a clause stating that the coverage shall apply separately to each insured against whom claim is made or lawsuit is brought, except with respects to the limits of the insured liability. The Contractor's insurance shall be primary insurance with respect to the City, and the City shall be given thirty (30) days' prior written notice of any cancellation, suspension or material change in coverage.

15. Payment and Performance Bonds. The City **may or may not waive** the bond/surety provisions of this section pursuant to RCW 39.04.155(3). If the City waives these provisions then Contractor need not complete this section. If the City does not waive these provisions then Contractor shall provide the following:

Payment and Performance bonds shall be received by the City in the amount of 100% of the Contract price and no less. The bonds must be accepted by the City prior to the execution of the Contract, and shall be in a form approved by the City. The bonds shall be released sixty (60) days after the date of final acceptance of the work performed under this Contract and receipt of all necessary releases from the Department of Revenue, Department of Labor and Industries and Department of Employment Security in settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

16. Termination. This Contract shall terminate upon satisfactory completion of the work described in the Scope of Work (Exhibit A) and final payment by the City. The City may terminate the Contract and take possession of the premises and all materials thereon and finish the work by whatever methods it may deem expedient, by giving ten (10) days' written notice to the Contractor.

CONTRACT FORMS

In the event this Contract is terminated by the City, Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work (Exhibit A) is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

17. Attorney's Fees and Costs. If any legal proceeding is brought for the enforcement of this Contract, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

18. General Administration. The Project Manager of the City shall have primary responsibility for the City under this Contract to oversee and approve all work performed as well as all financial invoices.

19. Ownership of Documents. On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

20. Subletting or Assigning of Contracts. Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Contract without the prior written consent of the other. If subcontract work is needed, prior to approval by the City, the Contractor must verify that their first tier subcontractors meet the bidder responsibility criteria as written in Chapter 39.04.350 RCW.

21. Relationship of Parties. The parties intend that an independent contractor - client relationship will be created by this Contract. As Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits

CONTRACT FORMS

provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Contractor or his employees, agents, representatives or subcontractors. Contractor will be solely and entirely responsible for his acts and for the acts of Contractor's agents, employees, representatives and subcontractors during the performance of this Contract. The City may, during the term of this Contract, engage other independent contractors to perform the same or similar work that Contractor performs hereunder

22. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the terms and rights contained in this Contract, or to exercise any option contained in this Contract in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and such terms and rights shall remain in full force and effect.

23. Written Notice. All communications regarding this Contract shall be sent to the Parties at the addresses listed below in the Contact information, unless otherwise notified. Any written notice shall become effective on delivery, but in any event on the date three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract.

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

25. Term. This Contract shall be effective from the date of Contract execution through expiration of the warranty period as described in Section 9.

CONTRACT FORMS

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year above written.

CITY OF MEDINA:

CONTRACTOR:

FRN DRYWALL CORP

Signature: _____
 Jeff Swanson, City Manager

Signature: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

Taxpayer ID #: _____

CITY CONTACT:

CONTRACTOR CONTACT:

Ryan Osada, Public Works Director
 City of Medina
 501 Evergreen Point Road
 Medina, WA 98039
 Phone: 425.233.6439
 Fax: 425.451.8197

Print Name: _____
 Address: _____

 Phone : _____
 Fax: _____
 Contractor License #: _____
 (if this is a new contractor or if Contractor has
 never conducted work with the City, a W-9
 form must be attached to this agreement)

**EXHIBIT “A”
PROJECT - SCOPE OF WORK**

SCOPE OF WORK

*****See Attached Proposal & Map**

EXCLUSIONS / CLARIFICATIONS

*****See Attached Proposal**

CONTRACT FORMS

**SPECIAL PROVISIONS
PROJECT - CONDITIONS**

VEHICLES & EQUIPMENT

There is **limit DRIVING DIRECTLY ON LANDSCAPED SURFACES**, any damage to irrigation or plantings will be repair/replaced at the contractors expense. All equipment and tools shall be in good working order. Personnel with experience shall be on site every day work is performed. All appurtenant tools, equipment and vehicles are to be considered incidental to the associated work, available to the project as needed, and delivered to the site as a function of job mobilization.

TRAFFIC CONTROL, EROSION CONTROL & SITE CONDITIONS

1. Temporarily close all public access points in the area work is being performed using traffic control devices compliant with the current MUTCD and temporary security fencing, as described below. This closure shall be in place prior to mobilization throughout the work processes until demobilization and cleanup is complete; and
2. All private driveways and walkways to access homes will remain open during construction.
3. Place all temporary erosion control BMP's prior to commencing work
4. Temporary security fencing shall consist of orange plastic temporary construction fencing (min. 15 mil) and be installed **as needed**
5. Install temporary driving surfaces and working surfaces where deemed necessary.
6. It is the sole responsibility of the contractor to note the site conditions prior to starting work.
7. The contractor will maintain a clean and orderly site at all times during construction. If the site is left unattended then the contractor will ensure all traffic control is securely in place and maintain it throughout the duration of the project.

SITE CLEANUP & RESTORATION

1. Remove temporary security fencing, erosion control devices and all tools & equipment.
2. Restore the site to the original condition with repairing driving surfaces, removing temporary surfaces, and repairing grass landscaping surfaces. **Unless otherwise specified in the proposal.**
3. Coordinate with the City for final acceptance inspection.

STATE OF WASHINGTON)
)ss
COUNTY OF _____)

I, the undersigned, having been duly sworn, depose, say and certify that in connection with the performance of the work, payment for which each voucher is submitted, I have paid the following rate per hour for each classification of laborers, workmen, or mechanics, as indicated upon the attached list, now referred to and by such reference incorporated in and made an integral part hereof, for all such employed in the performance of such work; and no laborer, workman or mechanic so employed upon such work has been paid less than the prevailing rate of wages or less than the minimum rate of wages as specified in the principal contract; that I have read the above and foregoing statement and certificate, know the contents thereof and the substance as set forth therein is true to my knowledge and belief.

Contractor

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

Notary Public in and for the State of Washington,

residing at _____

My Appointment expires:_____



MEDINA, WASHINGTON

AGENDA BILL

September 22, 2025

Subject: 2025 Overlay_87th Ave NE

Category: Consent

Staff Contact(s): Ryan Osada, Public Works Director

Summary

The project scope includes the improvement of 87th Avenue NE by planing existing bituminous pavement surfaces, performing pavement repair excavation, placing hot mix asphalt, implementing erosion control measures, restoring roadside areas, adjusting utility boxes as required, and completing all other associated work.

This project meets and supports Council's priorities 1-5:

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

Attachment(s)

Mandatory Bidder Responsibility Checklist

Review of Bids

Budget/Fiscal Impact: \$138,100.00

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.



September 8, 2025

Mr. Ryan Osada
Public Works Director
City of Medina
501 Evergreen Point Road
Medina, Washington 98039

SUBJECT: REVIEW OF BIDS – 2025 OVERLAY
CITY OF MEDINA, KING COUNTY, WASHINGTON
G&O #25483.00

Dear Mr. Osada:

On September 4, 2025, the City of Medina received five responsive bids for the 2025 Overlay. The responsive bids ranged from \$138,100 to \$1,102,060.63. The Engineer's Estimate was \$155,050. Each proposal was checked for correctness of extensions of the prices per unit and the total price. One correction was made; however, these corrections did not change the position of the low bidder. The bidders and their respective bid amounts, including sales tax where applicable, are as follows.

- | | | |
|----|--|---------------------|
| 1. | Lakeside Industries, Inc. (Issaquah, Washington) | \$138,100.00 |
| | Engineer's Estimate | \$155,050.00 |
| 2. | Northwest Asphalt, Inc. (Issaquah, Washington) | \$158,299.50 |
| 3. | Lakeridge Paving Company, LLC (Covington, Washington) ... | \$160,450.00 |
| 4. | Associated Paving, LLC (Arlington, Washington)..... | \$161,270.00 |
| 5. | Sunset Grill Construction, LLC (Seattle, Washington) | \$1,102,060.63 |

The lowest responsive bidder, Lakeside Industries, Inc. of Issaquah, Washington, is currently a Washington State registered and licensed Contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will require. To our knowledge, the lowest bidder has not claimed bid error and no formal bidding protests have been recorded. In accordance with RCW 39.04, we have verified the lowest bidder, Lakeside Industries, Inc. of Issaquah, Washington, has met the responsibility criteria. The Mandatory Bidder Responsibility Checklist, including documentation, is attached for the City's file. We have also reviewed the Supplemental Bidder Criteria information submitted by Lakeside Industries, Inc. and they appear to meet the requirements of the Supplemental Bidder Responsibility Criteria.



Mr. Ryan Osada
September 8, 2025
Page 2

Based on our evaluation, we recommend that the project be awarded to the lowest responsive, responsible bidder:

Lakeside Industries
P.O. Box 7016
Issaquah, Washington 98027

Please contact us if you have any questions and/or require additional information.

Sincerely,

GRAY & OSBORNE, INC.

Christopher J. Bacon, P.E.

CJB/sr
Encl.

Mandatory Bidder Responsibility Checklist

The following checklist will be used in documenting that a Bidder meets the mandatory responsibility criteria. The Engineer should print a copy of documentation from the appropriate website to include with this checklist in the contract file.

General Information	
Owner/Project Name: City of Medina / 2025 Overlay	Project Number: 25483
Bidder's Business Name: Lakeside Industries	Bid Submittal Deadline: 1PM, Thursday, 9/4/2025
Contractor Registration https://secure.lni.wa.gov/verify/	
License Number: LAKESI*274JD	Status: Active: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline): 6/1/2025	Expiration Date: 6/1/2026
Current UBI Number https://secure.lni.wa.gov/verify/	
UBI Number: 601 106 847	Account: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
Industrial Insurance Coverage/Worker Compensation https://secure.lni.wa.gov/verify/	
Account Number: 700,227-00	Account Current: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Employment Security Department Number	
Employment Security Department Number: 415422-003	
<ul style="list-style-type: none"> • Has Bidder provided account number on the Bid Form? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> • And/or have you asked the Bidder for documentation from Employment Security Department on account number? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 	
State Excise Tax Registration Number https://secure.lni.wa.gov/verify/	
Tax Registration Number: 601-106-847	Account: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
Certification of Compliance with Wage Payment Statutes Clause Signed (See Proposal for Required Clause or Signed Certification Form)	
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Not Disqualified from Bidding https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx	
Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Public Works Requirements Training https://secure.lni.wa.gov/verify/	
Contractor: Is Exempt from this Requirement <input checked="" type="checkbox"/> Has Completed Training <input type="checkbox"/> Has Not Completed Training <input type="checkbox"/>	
Excluded Parties Listing System (Federal Funded Projects) https://www.sam.gov/	
Does the Bidder have an Active Exclusion? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Checked by:	
Name: Chris Bacon	Date: 9/5/2025

CITY OF MEDINA

KING COUNTY

WASHINGTON



CONTRACT PROVISIONS

for


2025 OVERLAY



G&O #25483

AUGUST 2025



AGENDA ITEM 7.2															
	BIDDER			ENGINEER'S ESTIMATE		LAKESIDE INDUSTRIES		NORTHWEST ASPHALT, INC.		LAKERIDGE PAVING COMPANY, LLC		ASSOCIATED PAVING, LLC		SUNSET CONSTRUCTION, LLC	
	BIDDER ADDRESS					P.O. Box 7016		10430 Renton Issaquah Rd. SE		P.O. Box 8500		P.O. Box 543		720 South Forest Street	
						Issaquah, WA 98027		Issaquah, WA 98027		Covington, WA 98042		Arlington, WA 98223		Seattle, WA 98134	
	WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.					700,227-00		315,329-10		288,256-03		484,181-00		486,802-00	
	WASHINGTON STATE CONTRACTOR'S REG. NUMBER					LAKESI*274JD		NORTHAI066MF		LAKERPC050JM		ASSOCPL751KR		SUNSEGC764CF	
	BID BOND OR OTHER GOOD FAITH TOKEN					5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND	
NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Minor Change	1 CALC		\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
2	SPCCP Plan	1 LS		\$500.00	\$500.00	\$500.00	\$500.00	\$287.50	\$287.50	\$500.00	\$500.00	\$500.00	\$500.00	\$18,700.00	\$18,700.00
3	Mobilization, Cleanup and Demobilization	1 LS		\$15,000.00	\$15,000.00	\$13,000.00	\$13,000.00	\$8,000.00	\$8,000.00	\$32,200.00	\$32,200.00	\$15,000.00	\$15,000.00	\$121,550.00	\$121,550.00
4	Project Temporary Traffic Control	1 LS		\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$24,150.00	\$24,150.00	\$16,800.00	\$16,800.00	\$35,000.00	\$35,000.00	\$89,760.00	\$89,760.00
5	Work Zone Safety Contingency	1 FA		\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
6	Clearing and Grubbing	1 LS		\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$862.50	\$862.50	\$4,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$18,232.50	\$18,232.50
7	Unsuitable Foundation Excavation, Incl. Haul	5 CY		\$100.00	\$500.00	\$30.00	\$150.00	\$460.00	\$2,300.00	\$90.00	\$450.00	\$54.00	\$270.00	\$665.44	\$3,327.20
8	Locate Existing Utilities	1 LS		\$1,000.00	\$1,000.00	\$100.00	\$100.00	\$517.50	\$517.50	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00	\$18,700.00	\$18,700.00
9	Crushed Surfacing Top Course	70 TN		\$65.00	\$4,550.00	\$35.00	\$2,450.00	\$138.00	\$9,660.00	\$75.00	\$5,250.00	\$60.00	\$4,200.00	\$316.03	\$22,122.10
10	Pavement Repair Excavation, Incl. Haul	140 SY		\$80.00	\$11,200.00	\$50.00	\$7,000.00	\$143.75	\$20,125.00	\$75.00	\$10,500.00	\$75.00	\$10,500.00	\$388.81	\$54,433.40
11	Planing Bituminous Pavement	1,900 SY		\$6.00	\$11,400.00	\$12.00	\$22,800.00	\$7.00	\$13,300.00	\$9.00	\$17,100.00	\$7.50	\$14,250.00	\$30.16	\$57,304.00
12	HMA Cl. 1/2" PG 58H-22	340 TN		\$220.00	\$74,800.00	\$168.00	\$57,120.00	\$157.75	\$53,635.00	\$145.00	\$49,300.00	\$155.00	\$52,700.00	\$1,677.09	\$570,210.60
13	HMA for Pavement Repair Cl. 1/2" PG 58H-22	30 TN		\$300.00	\$9,000.00	\$250.00	\$7,500.00	\$460.00	\$13,800.00	\$320.00	\$9,600.00	\$165.00	\$4,950.00	\$1,567.10	\$47,013.00
14	Job Mix Compliance Price Adjustment	1 CALC		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15	Compaction Price Adjustment	1 CALC		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16	Adjust Manhole	1 EA		\$1,000.00	\$1,000.00	\$900.00	\$900.00	\$950.00	\$950.00	\$900.00	\$900.00	\$700.00	\$700.00	\$3,875.26	\$3,875.26
17	Adjust Catch Basin	3 EA		\$1,000.00	\$3,000.00	\$900.00	\$2,700.00	\$950.00	\$2,850.00	\$900.00	\$2,700.00	\$500.00	\$1,500.00	\$3,467.45	\$10,402.35
18	Adjust Valve Box	2 EA		\$700.00	\$1,400.00	\$800.00	\$1,600.00	\$850.00	\$1,700.00	\$650.00	\$1,300.00	\$400.00	\$800.00	\$3,059.62	\$6,119.24
19	Erosion/Water Pollution Control	1 LS		\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$402.50	\$402.50	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$37,837.52	\$37,837.52
20	Property Restoration	1 FA		\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
21	Adjust Monument Case and Cover	1 EA		\$400.00	\$400.00	\$800.00	\$800.00	\$862.00	\$862.00	\$650.00	\$650.00	\$2,000.00	\$2,000.00	\$7,241.26	\$7,241.26
22	Plastic Stop Line	30 LF		\$30.00	\$900.00	\$18.00	\$540.00	\$17.25	\$517.50	\$40.00	\$1,200.00	\$30.00	\$900.00	\$75.02	\$2,250.60
23	Plastic Crosswalk Line	120 SF		\$20.00	\$2,400.00	\$12.00	\$1,440.00	\$11.50	\$1,380.00	\$25.00	\$3,000.00	\$25.00	\$3,000.00	\$83.18	\$9,981.60
	Subtotal				\$155,050.00		\$138,100.00		\$158,299.50		\$160,450.00		\$161,270.00		\$1,102,060.63
	Sales Tax @ 0% (Per W.S. Revenue Rule 171)				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	TOTAL CONSTRUCTION COST				\$155,050.00		\$138,100.00		\$158,299.50		\$160,450.00		\$161,270.00		\$1,102,060.63
	Sealed bids were opened at the City of Medina, 501 Evergreen Point Road, Medina, Washington 98039 on Thursday, September 4, 2025, 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.					Lakeside Industries is the apparent low bidder.			DENOTES MATHEMATICAL OR ROUNDING ERROR						
															
	CHRIS BACON, P.E.														

PROPOSAL - Continued**STATEMENT OF BIDDER'S QUALIFICATIONS**Name of Firm: Lakeside IndustriesAddress: PO Box 7016 Issaquah WA 98027Telephone No. 425-313-2600 Fax No. _____Contact Person for this Project: Richard SchroederE-mail: richard.schroeder@lakesideindustries.com

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

70 years**WORK TO BE COMPLETED BY BIDDER**

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

Work to be Performed	Dollar Amount
<u>All work listed</u>	<u>139,100.00</u>

CALL FOR BIDS

CITY OF MEDINA

2025 OVERLAY

Sealed Proposals will be received by the undersigned at the City of Medina, 501 Evergreen Point Road, Medina Washington 98039, up to 1:00 p.m. local time on Thursday, September 4, 2025 for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct 2025 Overlay.

This Contract provides for a 2-inch full width overlay of 87th Avenue NE from 86th Avenue NE to NE 10th Street (approximately 700 feet in length). The work to be performed under this Contract includes pavement grinding at roadway edges and project termini, and repair of areas exhibiting subgrade failure. Landscaping, retaining walls, and driveways will be protected. Work associated with those tasks includes pavement markings, adjusting utility castings to grade, and other minor related work items, all in accordance with the Contract Plans, the Contract Provisions, and the Standard Specifications.

The Work shall be substantially complete within 20 working days after the commencement date stated in the Notice to Proceed. All bidding and construction is to be performed in compliance with the Contract Provisions and Contract Plans for this project and any addenda issued thereto that are on file at the office of the City Clerk, City Hall, Medina, Washington.

The Proposals will be publicly opened and read aloud shortly after the time and date stated above. Proposals are to be submitted only on the form provided with the Bid Documents. All Proposals must be accompanied by a certified check, postal money order, cashiers check, or Proposal bond payable to the "City of Medina" and in an amount of not less than five percent (5%) of the total Proposal amount.

Bid Documents for this project are available free-of-charge at the following website: <https://gobids.grayandosborne.com>. Bidders are encouraged to register in order to receive automatic email notification of future addenda and to be placed on the Bidders List. For assistance, please call (206) 284-0860. Contract questions shall be directed only to the office of the Project Engineer.

Financing of the Project has been provided by City of Medina, Washington. The City of Medina expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities in any Proposal.

(Signed)

DAWN NATIONS
ACTING CITY CLERK

PROPOSAL - Continued**ADDENDA RECEIVED**

Addendum No.	Date Received	Name of Recipient
1	8/27/25	Richard Schroeder

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 30 working days (the Physical Completion Date) from when Contract Time begins.

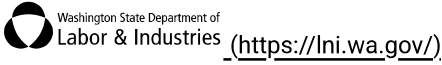
The undersigned has reviewed and fully understands the provisions in the Contract regarding liquidated damages and agrees that liquidated damages shall be \$500.00 per day for each and every working day beyond the Contract Time allowed for substantial completion until the Substantial Completion Date is achieved and \$1,000.00 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 700,227-00 ; Verified
 Dept. of Licensing Contractor's Registration No. is LAKE SI*274JD ; Verified
 Unified Business Identifier Number is 401 106 847 ; Verified
 Excise Tax Registration Number is 401 106 847 ; and Verified
 Employment Security Account Number is 415422-003 . Just this Sheet

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.



Contractors

LAKESIDE INDUSTRIES INC

Owner or tradesperson LEE, MICHAEL JAMES

Principals

LEE, MICHAEL JAMES, PRESIDENT

WOOLSTON, DAX EDWARD, TREASURER

LEE, SHARON MARIE, CHIEF EXECUTIVE
OFFICER

LEE, MAUREEN THERESE, CHIEF
EXECUTIVE OFFICER

OSTERHAUS, MARY PATRICIA, CHIEF
EXECUTIVE OFFICER

LEE, RHOADY ROBERT, CHIEF EXECUTIVE
OFFICER

LEE, TIMOTHY GEORGE, CHIEF EXECUTIVE
OFFICER

DARNELL, LARRY, TREASURER
(End: 06/17/2008)

LEE, JEANNE M, VICE PRESIDENT
(End: 06/22/2012)

WAGGONER, HENRY R, SECRETARY
(End: 07/02/2018)

WHITE, JOHN C, AGENT
(End: 07/02/2018)

LEE, R R SR, PARTNER
(End: 11/27/2007)

STUTGIS, ROBERT E, PARTNER
(End: 11/27/2007)

PO BOX 7016
ISSAQUAH, WA 98027-7016
425-313-2600
KING County

Doing business as
LAKESIDE INDUSTRIES INC

License is active, so the
UBI account is Open

WA UBI No.
601 106 847

Business type
Corporation

Registration

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor

Active
Meets current requirements.

License specialties

GENERAL

License no.

LAKESI*274JD

Effective — expiration

04/04/1973— 07/31/2026

L&I Contractor Registration:

1-800-647-0982 - Email: ContReg@Lni.wa.gov

Bond

Travelers Cas and Surety Co of America

\$30,000.00

Bond account no.

105116927

Received by L&I

07/11/2024

Effective date

07/31/2024

Expiration date

Until Canceled

Bond history

Insurance

American Contractors Ins Co Ri

\$10,000,000.00

Policy no.

GL25A00092

Received by L&I

05/30/2025

Effective date

06/01/2025

Expiration date

06/01/2026

Insurance history

Savings

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

No lawsuits against the bond or savings accounts during the previous 6 year period.

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

No license violations during the previous 6 year period.

Certifications & Endorsements

OMWBE Certifications

No active certifications exist for this business.

Apprentice Training Agent

Registered training agent. [Check their eligible programs and occupations.](#)

Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID

700,227-00

Self Insured.

This business is certified to cover its own workers' comp costs. No premiums due.

Doing business as

LAKESIDE INDUSTRIES INC

Estimated workers reported

N/A

Workers' Comp Account Contact

- Email: **@lni.wa.gov**

No premiums due, so account is current

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training– Effective July 1, 2019

Exempt from this requirement.

Completed the training on 3/26/2024

Contractor Strikes

No strikes have been issued against this contractor.

Contractors not allowed to bid

No debarments have been issued against this contractor.

Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

No inspections during the previous 6 year period.

Washington State Department of Revenue



Business Lookup

Tax Information

[New search](#) [Back to results](#)

Entity name: LAKESIDE INDUSTRIES, INC.

Entity type: Profit Corporation

Excise tax account ID #: 601-106-847

UBI #: 601-106-847

Opened: June 17, 2008

Closed:

Mailing address: PO BOX 7016
ISSAQUAH WA 98027-7016

NAICS: 238990 - All Other Specialty Trade Contractors
324121 - Asphalt Paving Mixture and Block Manufacturing

Reseller Permit(s)

Active = Open

Reseller permit #	Status	Effective date	Expiration date
A16734325	Active	Jan-01-2024	Dec-31-2025
A16734323	Expired	Jan-01-2022	Dec-31-2023




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 taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted. Required Clause in Proposal and Document is Signed.
2. The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date August 20, 2025, 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,


 Sign Name _____ Date 9/4/2025
 By: Richard Schroeder Project Manager
 Print Name, Title _____ Location Executed (City, State or County) Issaquah, WA
Lakeside Industries
 Print Company Name _____

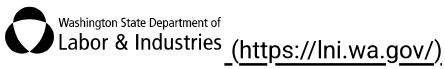
Amount of Proposal deposit: \$ _____ Check No. _____,

or Proposal bond in the amount of \$ _____

_____, issued through Parker Smith Flee
 Name of Bank/Bonding Company _____

located at 2233 112 Ave NE Bellevue WA 98004
 Mailing Address _____

425-709-3625
 Telephone Number of Bank/Bonding Company _____



Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name:

WA UBI Number:

601 106 847

License Number:

Principal:

RCW:

All

From:

MM/DD/YYYY

To:

MM/DD/YYYY

Penalty Due:

All

Wage Due:

All

Apply Filters

Reset

[Download all debarment data](#)

Show 25 per page

Showing 0 records

FirstPreviousNextLast

Company Name	UBI	License	Principals	Related Business	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due
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There are no records that match your search criteria.

Show 25 per page

Showing 0 records

FirstPreviousNextLast

Company UBI is not listed