



CARNATION CITY COUNCIL AGENDA Regular Meeting

Mayor Jim Ribail, Deputy Mayor Tim Harris, Ryan Burrell, Dustin Green, Adair Hawkins

DATE: July 18th, 2023

TIME: 6:00 P.M.

JOIN ONLINE VIA ZOOM: <https://bit.ly/3xIFY9B>

Meeting ID: 976 1525 3648
Passcode: 894903
Dial by Location: (253) 215 - 8782

For inquiries and/or assistance regarding how to use the City's online meeting format please email clerk@carnationwa.gov, or call (425) 333-4192.

1. **CALL TO ORDER:** Mayor Ribail
2. **PLEDGE OF ALLEGIANCE:** Councilmember Dustin Green
3. **ROLL CALL:** City Clerk Lora Wilmes
4. **APPROVAL OF AGENDA:** Mayor and Council

5. **CONSENT AGENDA:**
 - a) Approval of Minutes for the following date(s):
 - i. Regular Session: June 20th, 2023 (p.3)
 - b) Approval of Claims in the following amount(s):
 - i. Already Paid: \$434,454.82 (p.11)
 - ii. To be Paid: \$19,258.83 (p.15)
 - c) Approval of Payroll for the following pay period(s):
 - i. June 1st, 2023 – June 30th, 2023: \$65,707.70 (p.16)
 - d) Approval of the following Agenda Bills:
 - i. AB23-69: Resolution - Recommendation of award and accepting the City-Wide Crack Seal contract. (p.23)
 - ii. AB23-70: Motion - Authorization to Proceed with the City-Wide Crack Seal. (p.90)
 - iii. AB23-71: Motion - Authorizing Contract with RWS Construction for sidewalk Improvements for Phase II of the Tolt Avenue project. (p.91)
 - iv. AB23-72: Motion - Authorizing Overlay Project with Transportation Improvement Board funding. (p.108)

- v. AB23-73: Resolution – Surplus a portion of the Evacuation Hill property and authorize the City Manager to execute the Purchase and Sale Agreement. (p.117)
- vi. AB23-74: Motion – Accepting Amendment #3 to the Recology Contract. (p.149)

6. PROCLAMATION: Daniel Enciso Day (p.157)

7. COUNCIL REPORTS AND REQUESTS

8. PUBLIC COMMENT & REQUESTS: *Public comment on meeting items or other issues of note or concern. Comments may be submitted in advance by writing or e-mailing clerk@carnationwa.gov, or made in person, or by telephone or computer connection at the time of the meeting. Individual comments shall be limited to three minutes. Group comments shall be limited to five minutes.*

9. PRESENTATIONS:

- a) Budget Presentation #1: Debt Service and Capital Improvement Projects Program (CIPP) - City Manager, Ana Cortez (p.158)
- b) Schefer Riverfront Property Development Agreement and Purchase Sale Agreement- City Manager, Ana Cortez, and The Remlinger Group

10. EXECUTIVE SESSION:

- a) RCW [42.30.110](#) (b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price.

11. AGENDA BILLS:

- a) AB23-75: Ordinance - Merging Planning and Parks Boards. (p.190)
- b) AB23-76: Ordinance - Amending Impact Fees Credit section of City code. (p.202)
- c) AB23-77: Resolution - Recommendation of Award Letter and accepting the Bid (p.207) from SEA CON LLC for Carnation Community Center/Emergency Operations Center

12. FUTURE AGENDAS:

- a) Tentative agenda for the meeting of August 2nd, 2023. (p.212)
- b) Tentative agenda for the meeting of August 15th, 2023. (p.214)

13. CITY MANAGER REPORT:

- a) City Manager's Office Report - City Manager Ana Cortez
 - i. 4th of July Summary
 - ii. 6 Month Update on City Council 2023 and 2024 Priorities

14. ADJOURNMENT: Mayor Jim Ribail





CARNATION CITY COUNCIL AGENDA Regular Meeting

Mayor Jim Ribail, Deputy Mayor Tim Harris, Ryan Burrell, Dustin Green

1. **CALL TO ORDER:** Mayor Jim Ribail
At 6:00 P.M.
2. **PLEDGE OF ALLEGIANCE:** Councilmember Ryan Burrell
3. **ROLL CALL:** City Clerk Lora Wilmes
 - Present: Councilmember Green, Mayor Ribail, Deputy Mayor Harris
Councilmember Burrell
 - Not Present: Councilmember Hawkins (excused absence)
4. **APPROVAL OF AGENDA:** Mayor and Council
MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER GREEN TO APPROVE THE AGENDA.

COUNCILMEMBER GREEN MOVES TO ADD AN EXECUTIVE SESSION AFTER AGENDA BILLS CITING RCW 42.30.110 (f). DEPUTY MAYOR HARRIS SECONDS. MOTION PASSED (4-0).

DEPUTY MAYOR HARRIS MOVES TO ADD THE REMLINGER PRESENTATION AFTER STAFF REPORTS. COUNCILMEMBER GREEN SECONDS. MOTION PASSED (4-0).

MOTION TO APPROVE AGENDA AS AMENDED PASSED (4-0).

5. **CONSENT AGENDA:**
 - a) Approval of Minutes for the following date(s):
 - i. Regular Session: June 6th, 2023
 - b) Approval of Claims in the following amount(s):
 - i. \$314,758.10
 - ii. \$1,224.84 (already paid)
 - c) Approval of Payroll for the following pay period(s):
 - i. May 1st, 2023 – May 31st, 2023: \$59,320.25

MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER BURRELL TO APPROVE THE CONSENT AGENDA. MOTION PASSED (4-0).

6. COUNCIL REPORTS AND REQUESTS

Mayor Ribail addressed the theft of pride flags and divisive propaganda circulated throughout the City.

Councilmember Burrell

- Said vandalism was not acceptable and thanked those who provided replacement pride flags to the businesses.
- Was out of town last weekend, heard there was issues with the Tolt Dam alarms, as well as traffic.
- Attended the Pride Picnic, thanked Jessica Merizan and Greg Jamiel for their coordination. The event drew 250 people.
- Attended an MHFA (Mental Health First Responders) Class with Councilmember Hawkins
 - Learned the ALGAE acronym: Assessing, Listening, Giving Assurance, and Encouraging.
 - Breaks down the stigma of saying something when it comes to behavioral health.

Councilmember Green

- Attended the Sound Cities Association Public Issues Committee meeting on June 14th. The SCA is made up of 38 county Washington cities excluding Seattle.
 - Metro will be reducing service system wide by 5% due to staffing issues.
 - Discussed King County wastewater rates.
 - Had discussions about being a policy advocate group.
 - Staff and Council can attend a working dinner on July 26th.
- Helped at the Remlinger Farms beer garden during the King Gizzard and the Lizard Wizard Concert on June 16th.
 - Relinger Farms took care of traffic issues right away.
 - The concert was good for tourism for businesses.
- Attended the Carnation Block Party at Tolt Commons, thanked the Lee Arts Foundation and Morgan Henley Presents for putting on the event.
- Attended the Emergency Operations Center Bid opening on June 20th. City received eight bids, and there is an assumed lowest bidder.

Deputy Mayor Harris

- Attended the King County Regional Water Quality Committee meeting on June 7th.

- Study done on the governance structure of RWQC, group wants to take advantage of power the King County code gives them to shape policy.
- Discussed the potential separation of the City of Seattle and West Point treatment plant. Seattle wants to take over responsibility for the combined sewer overflow system from King County.
- Attended the Snoqualmie Valley Transit meeting hosted by Sarah Perry on June 8th.
 - Metro is experiencing Challenges hiring and retaining drivers.
 - There is a push for vanpool/carpool services.
- Attended the Pride Picnic at Tolt Commons on June 11th.
 - Enjoyed the tie-dye booth CED Principal Ender set up.
- The Finance and Operations Committee met on June 12th to review how Springbrook does claims. The committee has a meeting set with Springbrook next Tuesday.
- Attended the King Gizzard and the Lizard Wizard concert. Thanked the Remlingers for fixing traffic issues and was impressed with the sound control.
- Attended the Carnation Block Party and walked Tolt Avenue to talk to business owners about the vandalism. Businesses worked with Sno-Valley Pride to get the flags back up.
 - Businesses had a great weekend, spoke to Sandy's and Ixtapa.
- Attended the EOC bid opening this morning.

Mayor Ribail

- Attended a monthly meeting with the Snoqualmie Tribe
 - Met with Councilmembers Jolene Williams and Josh Gabel.
 - Discussed including the Tribe in the City's Housing Action Plan.
 - Talked about ways to improve communication between the Carnation City Council and the Tribal Council.
 - July 22nd - 24th all tribes will be embarking on their Canoe Journey. Snoqualmie Tribe will stop at Tolt MacDonald Park for two days.
- Attended the Carnation Block Party on June 17th. Was well attended and had great music.
- King Gizzard and the Lizard Wizard on Saturday and Sunday
- Will be volunteering at the Senior Center Spaghetti Feed on July 3rd with Daniel Enciso.

7. STAFF REPORTS:

- a) Community Economic Development Department Report - CED Principal Rhonda Ender
 - Pulte Homes (85 Degrees)

- Building A will be done mid to late July.
 - Building I is under review, submitted draft of final plat.
- Mainvue (Tolt Terrace)
 - Five model homes are in review: two single family and three townhome units.
 - City Staff walked both projects last Thursday.
- Had a preconstruction meeting with John Day Homes
 - This will be their third project in Carnation, will start grading soon.
 - Mike Day noted how beautiful Tolt Avenue is.
- The Senior Center hearing examiner granted approval for the site development review for the 15 affordable housing units with a density incentive.
 - Appeal period ends June 29th.
- The Stossel Court project is being resumed.
- A hearing is set for June 28th for the Public Works Yard site specific rezone.
- Aill ask the Parks Advisory Board and the Planning Board their recommendation on merge at the June 27th meeting.
 - Next meeting will be a walking tour.
- Living Room Landscape is moving into the little house next to Ignite Dance. The lease begins July 1st.
- A Supportive Community For All is moving in City Hall upstairs July 1st. Smaller space is still available.
- Working with a glass blowing business to find a space.
- The Snoqualmie Tribe building on Tolt and Entwistle has a plan to lease out building.
- Reincarnation looking for more space.
- Attended Tri-Chamber meeting which included the Carnation, Duvall, Sno-Valley Chambers. Thanked Remlinger Farms for hosting.
 - Meeting set with Duvall Chamber to discuss joint tourism.
 - Spoke with SnoValley Innovation Center about the possibility of small business expo in September.
- Beginning communications for a partner for the Valley Memorial Park concept.
- Will attend a Port of Seattle Economic Development Partnership meeting this Thursday.
- Reminded members of the public to maintain bioswales, common areas and areas adjacent to the right-of-way.
 - The confluence space fence has been redone.
 - Thanked Mainvue for patching an area in a bike lane.
 - Addressing the lot next to the Mexican grocery store

b) Capital Improvement Projects – Engineer Keith Stewart (Gray & Osborne) and Administrative Services Manager Lora Wilmes

City Engineer Stewart:

- Finishing up contract documents for the 24th Avenue watermain
- Conducting Utility GIS mapping for sewer, water, and stormwater. 50% done with sewer, and 30% done with water.
- Completed the site survey for Entwistle Street.
- Completed the site survey and began design for East Bird Street.
- Completed the site survey for the Brumbaugh Watermain
- Completed the site survey for Bagwell Street.
- Crack seal bids were open, offer services for inspection.

City Clerk Wilmes:

- Officially closing out Tolt Avenue Phase 1 with KPG Psomas.
 - Working to get Phase 2 bid documents out for this summer.
- McKinley Avenue project is on track, will have 30% design by the end of July.
- Community Space / Emergency Operations Center had a competitive bid process with 8 bids and a full chamber this morning.
 - The Presumed lowest bidder is SeaCon out of Issaquah at \$4,239,297.00
 - The construction estimate for the project was \$3.8 million.
 - Staff will need to conduct a Formal bid tabulation.
 - Bids ranged from \$4.2 million – \$5.7 million. The second lowest bid was \$4.8 million.

c) City Manager's Office Report - City Manager Ana Cortez

- Introduced Alex Chen from Seattle Public Utilities who attended over zoom. Chen gave a report recapping the siren incident that took place over the weekend.
 - Assured that the dam is safe.
 - SPU has staff watching the dam 24/7.
- Noted that this weekend felt like Fourth of July in Carnation as far as sales and foot traffic.
 - Traffic was challenging on Friday, Remlinger Farms solved the problem within 24 hours.
 - Requesting data from state to evaluate jump in sales to assist in applying for grant funding.
- Two separate incidents over the weekend, community rallied and repaired the damage.
 - Had a meeting with Greg Jamiel.
 - P.I.O. Farnworth is preparing a press release.
 - The City filed a formal request from federal law enforcement.
- Will attend the Association of Washington Cities conference for City Managers tomorrow through Friday in Spokane

- Subarea Planning of King County’s unincorporated areas effects Carnation will draft a formal letter.
 - Had a meeting with King County about Rumble strips, speed boards on State Route 203
- King County is seeking City input on priority for elevating roads, and the City made a compelling case for NE Tolt Hill Road.
- Received an updated development agreement from legal counsel to send to the Remlinger Group for the Schefer property.
- Evacuation Hill surplus property will be in front of the City Council at the July 18th meeting.
- Definitions of Light industrial and Mixed Use will be discussed for zoning maps.
- Introduced Kati Fulton University of Washington student who is the City’s new Municipal Fellow, Seerut Bhullar will join us in July. Sidd graduated.
 - i. Water Report – Municipal Intern Kati Fulton
 - Presented the City of Carnation Water Quality Report, that she worked on with CED Utility Manager Schell

PRESENTATION: Nathan Sherfey, representing Remlinger Farms, gave a presentation about the King Gizzard and the Lizard Wizard concerts that took place last weekend.

8. PUBLIC HEARING: Six-Year Transportation Improvement Program (STIP) 2024-2029. *The Carnation City Council will hold a public hearing to receive public comment regarding the proposed Six Year Transportation Improvement Program (STIP) 2024-2029. The proposed STIP is available for public review from the City Clerk at Carnation City Hall and is also available in PDF format on the City’s website. The hearing is open to the public. All interested persons are encouraged to join the online public hearing and to provide oral and/or written comments.*

Public Hearing Opened 7:12 P.M.

Public Hearing Closed 7:13 P.M.

9. PUBLIC COMMENT & REQUESTS: *Public comment on meeting items or other issues of note or concern. Comments may be submitted in advance by writing or e-mailing clerk@carnationwa.gov, or made in person, or by telephone or computer connection at the time of the meeting. Individual comments shall be limited to three minutes. Group comments shall be limited to five minutes.*

Daniel Enciso provided comments.

10. AGENDA BILLS:

- a) AB23-62 – Resolution: Accepting the Housing Action Plan (HAP)

MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER GREEN. MOTION PASSED (4-0).

b) AB23-63 – Ordinance: Lodging Tax
MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER BURRELL. MOTION PASSED (4-0).

c) AB23-66– Resolution: Six Year Transportation Plan
MOTION BY COUNCILMEMBER GREEN SECOND BY COUNCILMEMBER BURRELL. MOTION PASSED (4-0).

d) AB23-67 – Motion: Authorizing Supplement to HNTB Contract
MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER GREEN. MOTION PASSED (4-0).

e) AB23-68 – Resolution: Fee Schedule
MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER BURRELL. MOTION PASSED (4-0).

EXECUTIVE SESSION

City Manager Cortez cited RCW 42.30.110 (f) and requested the discussion to be held in public.

NO EXECUTIVE SESSION – MATTER IS NOW A DISCUSSION ITEM

Councilmember Green took issue with a post made on the City's Facebook page.

Council discussed. No action taken.

11. DISCUSSION ITEMS:

- a) Temporary Signs in the Central Business District
 - City Staff presented redlined sign code to be up for discussion.
- b) Carnation Fund
- c) Event Fund
 - Funding will be discussed in the Finance and Operations and Economic Development Council Committees.

12. FUTURE AGENDAS:

- a) Tentative agenda for the meeting of July 18th, 2023
- b) Tentative agenda for the meeting of August 2nd, 2023

13. ADJOURNMENT: Mayor Jim Ribail

At: 8:42 P.M.

Approved at the regular meeting of the Carnation City Council on July 18th, 2023.

MAYOR JIM RIBAIL

CITY CLERK LORA WILMES



ACCOUNTS PAYABLE PAID

City of Carnation

Time: 10:09:29 Date: 07/14/2023

06/21/2023 To: 07/14/2023

Page: 1

Accts Pay #	Paid On	Year	Trans	Vendor ID	Vendor	Amount	Memo
1208	06/28/2023	2023	1383	529	AM TEST, INC	130.00	WATER TESTING. BACTERIOLOGICAL ANALYSIS.
1216	06/28/2023	2023	1385	954	ANA CORTEZ	325.00	5 COUNCIL CABINETS. ROLIING "PEDS" WITH WHEELS AND GREEN CUSHION TOPS. \$65. EACH. PAID CASH BY ANA CORTEZ.
1217	06/29/2023	2023	1399	954	ANA CORTEZ	130.00	CONTEMPORARY PINE CABINET FOR THE FRONT OFFICE. PLEASE REIMBURSE \$130. TO ANA CORTEZ
1249	06/30/2023	2023	1412	954	ANA CORTEZ	427.00	MILAGE & TRAVEL EXPENSE REQUEST. SPOKANE CONFERENCE
1223	06/28/2023	2023	1379	535	ARC ARCHITECTS, INC	48,437.56	COST RECOVERY. CARNATION COMMUNITY SPACE, PROJECT 2022005.000 PROFESIONAL SERVICES FROM APRIL 26, 2023 TO AY 25, 2023.
1262	07/07/2023	2023	1479	1174	ARCHIVE SOCIAL	2,988.00	SOCIAL MEDIA ARCHIVING SUBSCRIPTION. (\$249/ MONTH)- UP TO 12 ACCOUNTS & UP TO 1.5K RECORDS PER MONTH. RENEWAL 8/1 EACH YEAR
1237	06/30/2023	2023	1410	941	ASHLYN FARNWORTH	37.10	FOURTH OF JULY DECORATIONS. DOLLAR TREE AND HOBBY LOBBY.
1256	07/05/2023	2023	1459	539	AWC EMPLOYEE BENEFIT TRUST	12,414.12	JUNE BENEFITS
1253	06/30/2023	2023	1411	944	BEAR CREEK LANDSCAPING & CONSTRI	3,496.52	MAINTENACE SERVICES FOR VALLEY MEMORIAL PARK AND NICK LOUTSIS. NOTES: THERE WILL BE 4 EXTRA VISITS BETWEEN OCTOBER AND NOVEMBER.
1210	06/28/2023	2023		1043	BENJAMIN ASPHALT, INC	1,362.66	WATER METER BOX SUPPLIES. PALLET BRICKS- PALLET PAVERS + DELIVERY.
1211	06/28/2023	2023		1043	BENJAMIN ASPHALT, INC	14,467.97	WATER & SEWER MAINTENANCE. BREAKDOWN OF MAINTENANCE BILLING.
1212	06/28/2023	2023		1043	BENJAMIN ASPHALT, INC	11,967.87	PAVING COMPLETED ENTWISTLE ALLEY OVERLAY.
1213	06/28/2023	2023		1043	BENJAMIN ASPHALT, INC	1,010.91	TRAFFIC CONTROL TRUCK, SHOULDER WORK . 45TH STREET.
1231	06/29/2023	2023	1401	1170	BETANCOUR, RICHARD	425.00	City Hall Painting 6/29/23
1233	06/29/2023	2023	1402	1170	BETANCOUR, RICHARD	50.00	4TH OF JULY PREPARATION.
1248	06/30/2023	2023	1405	573	CENTURYLINK	256.99	TELECOMMUNICATION SERVICES.
1202	06/29/2023	2023	1390	582	CORE & MAIN, LP	2,779.50	PARTS FOR SEWER REPAIR. 8" VALVE COATED W/ STAINLESS STEEL BOLTS & NUTS. 206.LBS
1222	06/28/2023	2023	1382	1167	DATABAR	358.71	POSTAGE DEPOSIT.
1214	06/28/2023	2023	1384	619	DAVIDSON-MACRI SWEEPING, INC	317.40	VACUUM SWEEPING. ROUTE 2 ODD MONTHS CARNATION
1215	06/28/2023	2023	1384	619	DAVIDSON-MACRI SWEEPING, INC	281.54	VACUUM SWEEPING. EVERY MONTH . ROUTE 3 TOLTHWY & ENTWISTLE
1229	06/29/2023	2023	1391	645	ELAN CITY	179.00	REPAIRS TO RADAR TRAILER. FRONT FACE= 129. DELIVERY CHARGE= 50.
1218	06/28/2023	2023	1386	1011	FUSIONTEK	67.10	Azure compute & storage consumption (03/01/2023- 03/31/2023)
1219	06/28/2023	2023	1386	1011	FUSIONTEK	4,747.52	MSA Full service / Azure active Directory Premium, annual/monthly. Advanced cybersecurity package. compute & storage consumption.
1220	06/28/2023	2023	1386	1011	FUSIONTEK	46.25	Upgrade CARNATION-SRV01. REMOVE LICENSES
1221	06/28/2023	2023	1386	1011	FUSIONTEK	185.00	USER TERMINATION- FULL- JONNIE LAN 5/11/2023. USER TERMINATION FULL 5/22/2023 NITISH SHARMA.
1263	07/07/2023	2023	1480	1175	GALE, JUDY	1,016.23	FLAG CLASS ON 7/6/2023. 7 STUDENTS/ \$139. MILAGE 66/0.655
1224	06/28/2023	2023		1159	GBC CONSTRUCTION, INC	11,334.69	SOLO TRUCK/ EQUIPMENT TRAILER- MOVE IN EQUIPMENT.

ACCOUNTS PAYABLE PAID

City of Carnation

Time: 10:09:29 Date: 07/14/2023

06/21/2023 To: 07/14/2023

Page: 2

Accts Pay #	Paid On	Year	Trans	Vendor ID	Vendor	Amount	Memo
1203	06/29/2023	2023	1392	669	HD FOWLER COMPANY	139.17	PARTS FOR SEWER REPAIR.
1190	06/23/2023	2023	1339	672	HNTB CORPORATION	811.20	FORTWESR TOLT AVE DEVELOPMENT.sR PROJECT MANGER, GARCIA, J.(22031) DEC-31 2022 THROUGH JANUARY 27 2023. COST RECOVERY
1191	06/23/2023	2023	1339	672	HNTB CORPORATION	1,487.20	COST RECOVERY. SNOVALLEY SENIORS . DEC-31-2022 / JAN-27-2023
1192	06/23/2023	2023	1339	672	HNTB CORPORATION	26,134.42	COST RECOVERY. MAINVIUE HOMES. DEC-31-2022 / JAN-27-2023
1193	06/23/2023	2023	1339	672	HNTB CORPORATION	3,515.20	COST RECOVERY. JOHN DAY HOMES.
1206	06/23/2023	2023	1339	672	HNTB CORPORATION	270.40	. CARNATION COMMUNITY CENTER. PERIOD: DECEMBER 31, 2022 TROUGH JANUARY 27, 2023.
1207	06/23/2023	2023	1339	672	HNTB CORPORATION	2,127.84	CONSTRUCTION. PH- BOOSTER ST , LORD,SA (099215) DEC,31,2022 TROUGH JANUARY, 27.2023
1247	06/30/2023	2023	1406	706	KING COUNTY FINANCE - WASTEWATEI	63,053.10	SD JUN-23- NET SINGLE FAMILY RESIDENTIAL CUSTOMER AS OF 12/31/22. SD JUNE-23- AVG # OF NET RES CUST EQUIV PER QTR, FOR THE QTRS END 12/31/22
1250	06/30/2023	2023	1406	706	KING COUNTY FINANCE - WASTEWATEI	61,333.47	WASTEWATER TREATMENT DIVISION. JULY-23. NET. SINGLE FAMILY RESIDENTIAL CUSTOMERS.
1242	06/30/2023	2023	1416	1023	KING COUNTY RADIO COMMUNICATIO	135.33	800 MHZ RADIO SYSTEM ACCESS. INFRASTRUCTURE RESERVE FEE
1225	06/28/2023	2023	1380	720	KPG PSOMAS	31,950.07	COST RECOVERY. S MCKINLEY ST. IMPROVEMENT PROJECT- DESIGN & CONSTRUCTION SUPPORT. PROFESIONAL SERVICES FROM APRIL28 TO JUNE1, 2023.
1266	07/07/2023	2023	1478	1136	LANE POWELL	1,858.50	GENERAL EMPLOYMENT AND LABOR LAW ADVICE
1244	06/30/2023	2023	1415	1000	LDC CORP	270.00	COST RECOVERY. PROFESIONAL SERVICES FOR PERIOD: 5/14/2023 TO 6/23/2023. FINAL HOUSING ACTION PLAN.
1201	06/29/2023	2023	1397	998	OFFICES OF SHARON RICE	2,525.05	COST RECOVERY. SERVICES FEE FOR THE SNO- VALLEY SENIOR HOUSING. SUBCONTRACTING PARALEGAL. HEARING EXAMINER FINAL FINDINGS, CONCLUSIONS AND DECISIONS.
1251	06/30/2023	2023	1413	998	OFFICES OF SHARON RICE	600.00	SERVICE FEE FOR THE JUNE 28, 2023 HEARING IN THE CITY OF CARNATION. SITE SPECIFIC REZONE APPLICATION N0. REZ 23-0001
1243	06/30/2023	2023	1407	797	PACIFIC GROUNDWATER GROUP, PGG/I	2,670.24	CREDIT-OVERPAYMENT CHECK #038181 DATE 06/06/2023. APPLIED TO INVOICE 518300096-13
1228	06/29/2023	2023	1393	804	PUGET SOUND ENERGY	6,610.91	ELECTRIC BILL. SERVING ON: 4301 315TH AVE NE, CARNATION. VACUUM STATION.
1232	06/30/2023	2023	1408	804	PUGET SOUND ENERGY	18.15	TOLT-RIVER RD & 331 AVE NE cARNATION. YARD
1236	06/30/2023	2023	1408	804	PUGET SOUND ENERGY	55.07	STREAM/WATER SERVING ON 2400 344 AVE NE, CARNATION.
1245	06/30/2023	2023	1408	804	PUGET SOUND ENERGY	10.00	ENERGY BILL SERVING ON: STOSSEL & COMMERCIAL ST. YELLOW.
1246	06/30/2023	2023	1408	804	PUGET SOUND ENERGY	87.62	ENERGY BILL SERVING ON: 4621 TOLT AVE. SAFETY
1268	07/07/2023	2023	1473	804	PUGET SOUND ENERGY	1,510.42	ELECTRIC BILL SERVING ON EUGENE ST & TOLT AVE - ST LIGHTS.
1209	06/28/2023	2023		1166	QUALITY FENCE BUILDERS, INC	18,196.38	FURNISH AND INSTALL CHAIN LINK FENCE BASKETBALL COURT. 31999 BLANCHE ST, CARNATION,WA.

ACCOUNTS PAYABLE PAID

City of Carnation

Time: 10:09:29 Date: 07/14/2023

06/21/2023 To: 07/14/2023

Page: 3

Accts Pay #	Paid On	Year	Trans	Vendor ID	Vendor	Amount	Memo
1264	07/07/2023	2023	1474	832	RICARDO NOGUERA	7,812.50	PREPARED MARKETING STRATEGY COMPONENT OF PLAN (ONGOING). -PLACED SURVEY ON FACEBOOK VIA SURVEY MONKEY. - PREPARED AND POSTED ADS VIA SNOQUALMIE VALLEY REGISTER (PRINT AND DIGITAL)
1226	06/29/2023	2023	1394	836	SAFEBUILT, LLC	550.00	Building Services. Over the counter sign and date plans. Over the counter residential Plan Review. INVOICE OUTSTANDING FROM DECEMBER 2022.
1259	07/07/2023	2023	1475	836	SAFEBUILT, LLC	1,225.00	INSPECTIONS SERVICES. BUILDING/ AMBER DOWLING. DIFERENT DAYS ON JUNE
1260	07/07/2023	2023	1475	836	SAFEBUILT, LLC	130.00	BUILDING SERVICES. BUILDING/ DAVID SPENCER. CODE ENFORMENT HUMPHKEYS.
1261	07/07/2023	2023	1475	836	SAFEBUILT, LLC	48,793.50	COST RECOVERY. PULTE, MAINVIUE, SENIOR CENTER, ADAM JOHNSON.
1255	07/05/2023	2023	1460	858	SHARP ELECTRONIC CORP ~ USAGE	0.14	BW TOTAL START METER 1185722 AT 05/27/23, END 1185750 AT 06/27/23 COPY MACHINE
1230	06/29/2023	2023	1400	1169	SHELL CARD SUSPENDED 2023	1,401.77	Shell old credit card. case# 18444677. 6/6/23 invoice. acc# 89339486. Ana and Bibi spoke to Anita costumer service person. conf.# 18913182
1227	06/29/2023	2023	1395	862	SOUND PUBLISHING INC	77.95	SNOQUALMIE VALLEY RECORD. NOPH.
1238	06/30/2023	2023	1409	862	SOUND PUBLISHING INC	191.85	COST RECOVERY. SNOQUALMIE VALLEY RECORDS. 33100 NE 45TH STREET.
1239	06/30/2023	2023	1409	862	SOUND PUBLISHING INC	134.90	COST RECOVERY. SNOQUALMIE RECORDS. 5034 326TH PLACE NE
1240	06/30/2023	2023	1409	862	SOUND PUBLISHING INC	208.94	COST RECOVERY. SENIOR HOUSING. SNOQUALMIE VALLEY RECORDS.
1241	06/30/2023	2023	1409	862	SOUND PUBLISHING INC	80.80	COST RECOVERY. SNOQUALMIE VALLEY RECORDS. HAP.
1235	06/30/2023	2023	1414	999	SPRINGBROOK HOLDING CO LLC	13,406.75	CITY OF CARNATION SEWER TAX PROGRAMING. STANDAR PROFESIONAL SERVICES \$329. FOR 40.75 HRS. WATER AND SEWER.
1252	06/30/2023	2023	1418	1171	STITCH IT LLC	565.75	DIGITIZED LOGO ON TSHIRTS. FOR THE 4TH OF JULY EVENT.
1258	07/05/2023	2023	1461	884	TEAMSTERS LOCAL UNION 763	147.00	Frese and Garcia Union Fees
1265	07/07/2023	2023	1477	940	THOMPSON, GUILDNER & ASSOCIATES	1,580.80	05642-CITY OF CARNATION. GENERAL COUNSEL. SERVICE THG. ON JUNE 2023.
1194	06/29/2023	2023	1396	978	TIM WOOLETT	4,221.56	PLANNING AND CONSULTING SERVICES- PW SHOP REZONE PERMIT PROCESSING. EXPENSES:LODGING, FERRY FARE , MILEAGE COST RECOVERY
1195	06/29/2023	2023	1396	978	TIM WOOLETT	108.00	PLANNING AND CONSULYANT SERVICES. PULTE HOME COST RECOVERY
1196	06/29/2023	2023	1396	978	TIM WOOLETT	2,484.00	PLANNING AND CONSULTING SERVICES: TOLT LEGAL SPR; SERVICES INCLUDE, BUT ARE NOT LIMITED TO APPLICATION REVIEW. DOCUMENT PREPARATION, MEETINGS, PUBLIC HEARINGS,AGENCY COORDINATION, FINDINGS, CONCLUSION
1197	06/29/2023	2023	1396	978	TIM WOOLETT	302.40	PLANNING AND CONSULTING SERVICES. DOCUMENT PREPARATION, APPLICATION REVIEW, MEETINGS, AGENCY COORDINATION ,FINDINGS, CONCLUSIO AND DECISIONS, ALL CORRESPONDENCE AND COMMUNI. COST RECOVERY. TOLT LEGAL

ACCOUNTS PAYABLE PAID

City of Carnation

Time: 10:09:29 Date: 07/14/2023

06/21/2023 To: 07/14/2023

Page: 4

Accts Pay #	Paid On	Year	Trans	Vendor ID	Vendor	Amount	Memo
1198	06/29/2023	2023	1396	978	TIM WOOLETT	118.80	COST RECOVERY.SHANE FORTNEY. APPLICATIONS REVIEW, DOCUMENT PREPARATION, MEETINGS, AGENCY COORDINATION, FINDINGS, CONCLUSION AND RECOMENDATIONS, PUBLIC HEARINGS PREPARATION AND PRESENTATIONS.
1199	06/29/2023	2023	1396	978	TIM WOOLETT	172.80	COST RECOVERY.PLANNING AND CONSULTING SERVICES: MAINVUE HOMES.
1254	07/05/2023	2023	1462	893	UNITED SITE SERVICES	349.50	FRED HOCKERT PARK. WHEELCHAIR ACCESSIBLE/ WEEKLY SERVICE/ ADDITIONAL WEEKLY SERVICE-2/ HAND SANITIZER REFILL.
1267	07/07/2023	2023	1476	904	VALLEY DEFENDERS, PLLC	2,250.00	PUBLIC DEFENSE SERVICES FOR APRIL, MAY, JUNE \$750 ea. 2ND QTR 2023
1234	06/30/2023	2023	1417	1100	VAZQUEZ, JOSE	3,000.00	JUNE CEMENTERY LAW MAINTENANCE, PARKS AND CITY HALL.
1205	06/29/2023	2023	1398	1165	WASHINGTON ECONOMIC DEVELOPME	400.00	MEMBERSHIP 2023-ORGANIZATIONS
1257	07/05/2023	2023	1463	917	WASHINGTON TEAMSTERS WELFARE TF	5,176.80	June benefits
Total:						439,500.89	434,454.82

This report has been reviewed by:

Lora Wilmes

7/14/2023

REMARKS:

Signature & Title

Date

ACCOUNTS PAYABLE

City of Carnation

Time: 10:10:00 Date: 07/14/2023

As Of: 07/14/2023

Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
1274	07/11/2023	07/11/2023	556 BUILDERS EXCHANGE OF WASHINGTON, INC	13.45	PUBLISH PROJECTS ONLINE COST RECOVERY
1269	07/10/2023	07/10/2023	582 CORE & MAIN, LP	7,487.26	NEPTUNE METERS. QUANTITY 24- SHIPPED 24.
1276	07/11/2023	07/11/2023	720 KPG PSOMAS	2,514.48	PROFESIONAL SERVICE FROM JUNE 2, 2023 TO JUNE 29, 2023. * CLOSEOUT CHANGE ORDER PREPARATION. * WSDOT COORDINATION. * SR203 SR203/TOLT AVE. IMPROVEMENTS EUGENE ST TO RUTHERFORD ST. COST RECOVERY.
1277	07/11/2023	07/11/2023	746 LYNN MOBERLY	200.00	PROSECUTION SERVICES. JUNE 2023
1275	07/11/2023	07/11/2023	804 PUGET SOUND ENERGY	2,068.94	TIB LED CONVERSION- ST LIGHTS, CARNATION \$ 1,720.63. STOSSEL AVE NE - ST LIGHTS TAKE OVER, CARNATION.
1281	07/13/2023	07/13/2023	836 SAFEBUILD, LLC	1,813.00	INSPECTION SERVICES. 4471 TOLT AVE CODE ENF. TOLT LEGAL/ NANCY.
1279	07/13/2023	07/13/2023	862 SOUND PUBLISHING INC	83.65	LEGAL NOTICES JUNE 9, 2023
1280	07/13/2023	07/13/2023	862 SOUND PUBLISHING INC	186.16	LEGAL NOTICES. JUNE 30, 2023
1272	07/11/2023	07/11/2023	893 UNITED SITE SERVICES	172.16	SERVICE EVERY TWO WEEKS- HAND SANITIZER REFILL. SEWER LOCATION
1273	07/11/2023	07/11/2023	893 UNITED SITE SERVICES	488.46	SERVICE TWO DAY A WEEK . SANITIZER REFILL. MEMORIAL PARK
1270	07/10/2023	07/10/2023	1010 R& A CLEANING	2,916.00	9X REGULAR CLEANING.
1271	07/11/2023	07/11/2023	1159 GBC CONSTRUCTION, INC	1,315.27	SOLO TRUCK/EQUIPMENT TRAILER- 7-5-23 MOVE IN MOWER. MOW- NORTH SIDE OF ENTWHISTLE ST. ON SHOULDER.

Report Total: 19,258.83

This report has been reviewed by:

Lora Wilmes

7/14/2023

REMARKS:

Signature & Title

Date



PERIOD: JUNE 1 – JUNE 30, 2023

I, Ashlyn Farnworth, Assistant to the City Manager for the City of Carnation, do hereby attest that payroll deposits for the period above have been made through Paycom. I have worked with Paycom to reflect accurate information to the best of my ability. Any payroll adjustments made outside the normal monthly payroll period are indicated below.

Total Amount: \$65,707.70

Adjustments: NONE

Ashlyn Farnworth

Ashlyn Farnworth
Assistant to the City Manager

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>
001 - General Fund								
BHULLAR, SEERUT Code: A00X 1099 Employee	Regular	30.00	10.00	300.00			Direct Deposit Net Check	300.00
	GROSS			300.00			NET PAY	300.00
BURRELL, RYAN Code: A002 Tax Profile: 2 - WA/WA/WA	Regular	3.46	173.41	600.27	Federal W/H (M)	170.00	Direct Deposit Net Check	325.50
	GROSS			600.27	Medicare	8.70	NET PAY	325.50
					Social Security	37.22		
					WA EE 0803-00 Cities & Towns All O	51.88		
					Washington EE Medical Leave	1.07		
					Washington EE Family Leave	2.42		
					Washington State Cares	3.48		
CORTEZ, ANA Code: A003 Tax Profile: 2 - WA/WA/WA	Regular	75.77	120.00	9,091.95	Federal W/H (M)	1,539.05	EE Deferred Compensation \$	980.00
	Holiday	75.77	8.00	606.13	Medicare	201.17	Direct Deposit Net Check	8,672.07
	Management Leave	75.77	48.00	3,636.78	Social Security	860.15	Direct Dep. Distribution 1	800.00
	1099 Pay			1,000.00	WA EE 0803-00 Cities & Towns All O	50.27	DRS EE Contribution	2,378.00
	Correction			538.46	Washington EE Medical Leave	26.48	DRS ER Contribution - Match	1,647.16
	Extra Pay			980.00	Washington EE Family Leave	59.98	ER Dental	109.28
	GROSS			15,853.32	Washington State Cares	86.15	ER Life	18.75
							ER Medical	1,751.40
							ER Vision	19.06
								Direct Dep. Distribution 2
							NET PAY	9,672.07
DEHAVEN, NICK Code: A00M 1099 Employee	Regular	30.00	25.94	778.20			Direct Deposit Net Check	778.20
	GROSS			778.20			NET PAY	778.20
ENDER, RHONDA Code: A00J Tax Profile: 2 - WA/WA/WA	Regular	45.67	168.00	7,673.08	Federal W/H (H)	697.06	DRS EE Contribution	511.25
	Holiday	45.67	8.00	365.38	Medicare	115.48	EE Deferred Compensation %	74.53
	GROSS			8,038.46	Social Security	493.76	DRS ER Contribution - Match	835.20
					Washington EE Medical Leave	14.33	ER Dental	109.28
					Washington EE Family Leave	32.46	ER Life	18.75
					Washington State Cares	46.62	ER Medical	1,305.22
							ER Vision	19.06
								Direct Deposit Net Check
FARNWORTH, ASHLYN Code: A004 Tax Profile: 1 - WA/WA/WA	Regular	30.77	168.00	5,169.23	Federal W/H (H)	644.52	DRS EE Contribution	270.77
	Holiday	30.77	8.00	246.15	Medicare	78.52	DRS ER Contribution - Match	562.66
GROSS			5,415.38	Social Security	335.75	ER Dental	57.78	
				WA EE 0803-00 Cities & Towns All O	50.27	ER Life	18.75	
				Washington EE	9.65	ER Medical	872.06	
							Direct Deposit Net Check	3,972.62
							NET PAY	3,972.62

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>		
					Medical Leave Washington EE Family Leave Washington State Cares	ER Vision 21.87 31.41	9.54			
FRESE, TONY Code: A00T Tax Profile: 1 - WA/WA/WA	Regular Overtime Holiday Correction Extra Pay On Call GROSS	30.84 46.26 30.84	152.00 0.30 8.00	4,687.68 13.88 246.72 165.54 50.00 62.00 5,163.82	Federal W/H (S) Medicare Social Security Washington EE Medical Leave Washington EE Family Leave Washington State Cares	401.45 72.70 310.86 9.20 20.85 29.95	EE Deferred Compensation \$ DRS EE Contribution Union Amount DRS ER Contribution - Match ER Dental ER Life ER Medical ER Vision ER Dental DP ER Medical DP ER Vision DP	150.00 361.47 69.39 536.52 120.50 18.75 1,567.60 17.10 2.20 18.00 0.20	Payroll Net Check Check # 1001 NET PAY	3,737.95 <input type="checkbox"/> 3,737.95
FULTON, KATI Code: A00V Tax Profile: 1 - WA/WA/WA	Regular GROSS	20.00	80.32	1,606.40 1,606.40	Federal W/H (S) Medicare Social Security Washington EE Medical Leave Washington EE Family Leave Washington State Cares	45.22 23.29 99.60 2.86 6.49 9.32		Direct Deposit Net Check NET PAY	1,419.62 1,419.62	
GARCIA JIMENEZ, BIBI Code: A00K Tax Profile: 2 - WA/WA/WA	Regular Holiday GROSS	26.08 26.08	123.47 8.00	3,220.10 208.64 3,428.74	Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave Washington State Cares	49.71 212.58 36.94 6.11 13.85 19.89	DRS EE Contribution DRS ER Contribution - Match ER Dental ER Life ER Medical ER Vision ER Dental DP ER Medical DP ER Vision DP	218.07 356.25 120.50 18.75 1,567.60 17.10 2.20 18.00 0.20	Direct Deposit Net Check NET PAY	2,871.59 2,871.59
GARCIA, GUSTAVO Code: A00U Tax Profile: 1 - WA/WA/WA	Regular Holiday Extra Pay GROSS	34.69 34.69	168.00 8.00	5,827.92 277.52 50.00 6,155.44	Federal W/H (M) Medicare Social Security Washington EE Medical Leave Washington EE Family Leave Washington State	388.05 89.25 381.64 10.97 24.86 35.70	DRS EE Contribution Union Amount DRS ER Contribution - Match ER Dental ER Life ER Medical	307.77 78.05 639.55 120.50 18.75 1,567.60	Direct Deposit Net Check NET PAY	4,839.15 4,839.15

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>
					Cares	ER Vision 17.10 ER Dental DP 2.20 ER Medical DP 18.00 ER Vision DP 0.20		
GREEN, DUSTIN Code: A005 Tax Profile: 2 - WA/WA/WA	Regular GROSS	3.46	173.41	600.27 600.27	Medicare 8.70 Social Security 37.22 WA EE 0803-00 Cities & Towns All O 51.88 Washington EE Medical Leave 1.07 Washington EE Family Leave 2.42 Washington State Cares 3.48		Direct Deposit Net Check 495.50 NET PAY 495.50	
HARRIS, TIM Code: A006 Tax Profile: 2 - WA/WA/WA	Regular GROSS	4.04	173.41	700.31 700.31	Federal W/H (M) 586.71 Medicare 10.16 Social Security 43.42 WA EE 0803-00 Cities & Towns All O 51.88 Washington EE Medical Leave 1.25 Washington EE Family Leave 2.83 Washington State Cares 4.06		Direct Deposit Net Check 0.00 NET PAY Zero Net	
HAWKINS, ADAIR Code: A007 Tax Profile: 2 - WA/WA/WA	Regular GROSS	3.46	173.41	600.27 600.27	Medicare 8.70 Social Security 37.22 WA EE 0803-00 Cities & Towns All O 51.88 Washington EE Medical Leave 1.07 Washington EE Family Leave 2.42 Washington State Cares 3.48		Direct Deposit Net Check 495.50 NET PAY 495.50	
INSINGER, ERIK Code: A000 Tax Profile: 1 - WA/WA/WA	Regular Holiday Extra Pay GROSS	38.01 38.01	168.00 8.00	6,386.49 304.12 50.00 6,740.61	Federal W/H (M) 443.76 Medicare 97.74 Social Security 417.92 Washington EE Medical Leave 12.01 Washington EE Family Leave 27.22 Washington State Cares 39.10	DRS EE Contribution 428.70 DRS ER Contribution - Match 700.35 ER Dental 109.28 ER Life 18.75 ER Medical 1,751.40 ER Vision 19.06	Direct Deposit Net Check 5,274.16 NET PAY 5,274.16	

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>		
KNIGHT, EMMA Code: A00R Tax Profile: 1 - FL/WA/WA	Regular	30.00	29.46	883.80	Medicare	12.82		Direct Deposit Net Check	805.91	
	GROSS			883.80	Social Security	54.79		NET PAY	805.91	
					Washington EE	1.58				
					Medical Leave					
					Washington EE Family	3.57				
					Leave					
				Washington State	5.13					
				Cares						
MULLHOLLAND, HEATHER Code: A00Q Tax Profile: 1 - WA/WA/WA	Regular	30.51	142.30	4,341.57	Federal W/H (H)	5.28	DRS EE Contribution	229.28	Direct Deposit Net Check	3,947.00
	Holiday	30.51	8.00	244.08	Medicare	66.49	DRS ER Contribution -	476.45	NET PAY	3,947.00
	GROSS			4,585.65	Social Security	284.31	Match			
					Washington EE	8.17	ER Dental	120.50		
					Medical Leave		ER Life	18.75		
					Washington EE Family	18.52	ER Medical	1,567.60		
					Leave		ER Vision	17.10		
					Washington State	26.60	ER Dental DP	2.20		
					Cares		ER Medical DP	18.00		
							ER Vision DP	0.20		
PARADIS, LARRY Code: A00S Tax Profile: 1 - WA/WA/WA	Regular	28.00	58.75	1,645.00	Medicare	23.85		Direct Deposit Net Check	1,500.05	
	GROSS			1,645.00	Social Security	101.99		NET PAY	1,500.05	
					Washington EE	2.93				
					Medical Leave					
					Washington EE Family	6.64				
				Leave						
				Washington State	9.54					
				Cares						
RAO, SIDD Code: A00A Tax Profile: 2 - WA/WA/WA	Regular	20.00	26.29	525.80	Federal W/H (H)	8.83		Direct Deposit Net Check	462.77	
	GROSS			525.80	Medicare	7.62		NET PAY	462.77	
					Social Security	32.60				
					WA EE 0803-00 Cities	7.87				
					& Towns All O					
					Washington EE	0.94				
					Medical Leave					
					Washington EE Family	2.12				
				Leave						
				Washington State	3.05					
				Cares						
RIBAIL, JIM Code: A00B Tax Profile: 2 - WA/WA/WA	Regular	4.62	173.41	800.35	Federal W/H (H)	36.29		Direct Deposit Net Check	641.65	
	GROSS			800.35	Medicare	11.61		NET PAY	641.65	
					Social Security	49.62				
					WA EE 0803-00 Cities	51.88				
					& Towns All O					
					Washington EE	1.43				
					Medical Leave					
				Washington EE Family	3.23					

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>
					Leave Washington State Cares	4.64		
SCHELL, BRANDON Code: A00H Tax Profile: 2 - TX/WA/WA	Regular Holiday GROSS	55.29 55.29	168.00 8.00	9,288.46 442.31 9,730.77	Federal W/H (M) Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave Washington State Cares	680.36 129.08 551.95 50.27 17.34 39.29 56.44	DRS EE Contribution 618.88 EE Deferred 828.35 Compensation % DRS ER Contribution - Match 1,011.03 ER Dental 109.28 ER Life 18.75 ER Medical 1,751.40 ER Vision 19.06	Direct Deposit Net Check 6,758.81 NET PAY 6,758.81
TIPTON, MIKE Code: A00F Tax Profile: 2 - WA/WA/WA	Regular Holiday GROSS	42.76 42.76	168.00 8.00	7,183.94 342.09 7,526.03	Federal W/H (M) Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave Washington State Cares	807.02 109.13 466.61 50.27 13.41 30.39 43.65	DRS EE Contribution 478.66 DRS ER Contribution - Match 781.95 ER Dental 109.28 ER Life 18.75 ER Medical 1,751.40 ER Vision 19.06	Direct Deposit Net Check 5,526.89 NET PAY 5,526.89
WILMES, LORA Code: A00D Tax Profile: 2 - WA/WA/WA	Regular Holiday Management Leave GROSS	43.27 43.27 43.27	152.00 8.00 16.00	6,576.92 346.15 692.31 7,615.38	Federal W/H (M) Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave Washington State Cares	683.49 110.42 472.15 50.27 13.57 30.75 44.17	DRS EE Contribution 380.77 DRS ER Contribution - Match 791.24 ER Dental 171.06 ER Life 18.75 ER Medical 2,184.58 ER Vision 28.58	Direct Deposit Net Check 5,829.79 NET PAY 5,829.79
Subtotals for Dept: 001	Regular Overtime Holiday Management Leave 1099 Pay Correction Extra Pay On Call	2,795.58 0.30 88.00 64.00	78,488.01 13.88 3,629.29 4,329.09 1,000.00 704.00 1,130.00 62.00	Federal W/H Medicare Social Security WA EE 0803-00 Cities & Towns All O Washington EE Medical Leave Washington EE Family Leave	7,137.09 1,235.14 5,281.36 555.56 155.44 352.18	DRS EE Contribution 6,183.62 DRS ER Contribution - Match 8,338.36 EE Deferred 1,130.00 Compensation \$ EE Deferred 902.88 Compensation % ER Dental 1,257.24 ER Dental DP 8.80	1 Check 3,737.95 21 DD Vouchers 60,969.75 2 DD Distributions 1,000.00 NET PAY 65,707.70	

Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>		
	GROSS	3,009.88		89,294.27	Washington State Cares	505.86 ER Life 206.25 ER Medical 17,637.86 ER Medical DP 72.00 ER Vision 201.82 ER Vision DP 0.80 Union Amount 147.44				
Total Company										
Company Totals	Regular	2,795.58		78,488.01	Federal W/H	7,137.09	DRS EE Contribution	6,183.62	1 Check	3,737.95
	Overtime	0.30		13.88	Medicare	1,235.14	DRS ER Contribution - Match	8,338.36	21 DD Vouchers	60,969.75
	Holiday	88.00		3,629.29	Social Security	5,281.36	EE Deferred Compensation \$	1,130.00	2 DD Distributions	1,000.00
	Management Leave	64.00		4,329.09	WA EE 0803-00 Cities & Towns All O	555.56	EE Deferred Compensation %	902.88	NET PAY	65,707.70
	1099 Pay			1,000.00	Washington EE	155.44	ER Dental	1,257.24		
	Correction			704.00	Medical Leave		ER Dental DP	8.80		
	Extra Pay			1,130.00	Washington EE Family Leave	352.18	ER Life	206.25		
	On Call	62.00			Washington State Cares	505.86	ER Medical	17,637.86		
	GROSS	3,009.88		89,294.27			ER Medical DP	72.00		
							ER Vision	201.82		
							ER Vision DP	0.80		
							Union Amount	147.44		
								Total Net Pay		<u>65,707.70</u>



CARNATION CITY COUNCIL

A G E N D A B I L L

TITLE: A RESOLUTION awarding a bid and authorizing the City Manager to execute a contract for the City-Wide Crack Seal Project with Central Paving, LLC in an amount not to exceed \$49,091.00	Agenda Bill No.:	AB23-69
	Type of Action:	RESOLUTION
EXHIBITS: <ul style="list-style-type: none"> • Bid Award Letter (Transportation Improvement Board) • Approval Letter (Transportation Improvement Board) • City Wide Crack Seal Contract • Resolution 	Origin: <i>(Council/Manager)</i>	City Manager
	Agenda Bill Author:	City Manager
	Date Submitted:	07-18-23
	For Agenda of:	07-18-23
	Expenditure Required:	\$49,091.00
	Amount Budgeted:	\$2,454.00
	Appropriation Required:	\$46,637.00

SUMMARY STATEMENT AND DISCUSSION:

In Summer of 2022, the City applied for Transportation Improvement Board funding for a City-Wide Crack Seal. In December 2022, the City was awarded funding for the project. Proposals to bid were sent out on June 2nd, 2023. Two companies submitted proposals at the Bid Opening on June 15th, 2023. The lowest bidder was Central Paving, LLC. After reviewing past work and references, the Capital Improvement Manager recommends giving the bid award to Central Paving, LLC.

RECOMMENDED ACTION: I move to award a bid and authorize the City Manager to execute a contract for the City-Wide Crack seal Project with Central Paving, LLC in an amount not to exceed **\$49,091.00**.

LEGISLATIVE HISTORY:

ACTION TAKEN					
MOTION AS PROPOSED			MOTION AS AMENDED		
Motion made by:			Motion made by:		
Second by:			Second by:		
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Harris			Harris		
Burrell			Burrell		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

June 22, 2023

Ms. Ana Cortez
City Administrator
City of Carnation
Post Office Box 1238
Carnation, WA 98014-1238

Dear Ms. Cortez:

Based on your Updated Cost Estimate for the Citywide Crack Seal project, TIB # 2-P-801(004)-1, your authorized TIB funds are \$46,637, which reflects a decrease of \$46,262.

You may now award the construction contract.

We would be happy to assist you with any questions. You can contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or via e-mail at GregA@TIB.wa.gov.

Sincerely,

A handwritten signature in black ink that reads "Ashley Probart". The signature is written in a cursive, slightly slanted style.

Ashley Probart
Executive Director



Transportation Improvement Board
Updated Cost Estimate

Form generated on 15 Jun 2023

Agency **CARNATION**
 TIB Project No **2-P-801(004)-1**
 Project Name **Citywide Crack Seal - Multiple Locations**

BID OPENING
 Submit form PRIOR to award of contract

Current TIB Commitment
 \$ **92,899**

TOTAL COST ESTIMATE AT BID OPENING

DESIGN PHASE		CONSTRUCTION PHASE		
Design Engineering	Right of Way	Construction Engineering	Construction Other	Contract Amount
				49,091
Phase Total		Phase Total		49,091
		Total Project Cost		49,091

Include a cost breakdown for Construction Other

DETERMINATION OF ELIGIBLE COST

Enter the current estimated totals for Landscaping and Other Noneligible Cost					
Engineering Over 20 Percent	Other Noneligible Cost	Total Landscaping Cost	Allowable Landscaping	Noneligible Landscaping	Total Noneligible Cost
0	0	0	0	0	0
Total Eligible Project Cost					49,091

Include a cost breakdown of Other Noneligible costs

Change in Eligible Total Project Cost (Total Eligible Project Cost - Previous Phase Eligible Cost)	-48,697
Calculated Total TIB funds	46,637
Based on the project ratio the calculated surplus amount is \$46,262	
Enter -46,262 in Requested Change cell	
Requested Change	-46,262
Requested Total TIB funds	46,637

Enter explanation for the change in Total Project Cost in the space below
 Very Competitive Bids.

Based on the cost information shown above, the agency requests a TIB fund surplus of \$46,262

FUNDING PARTNER PARTICIPATION

Update Funding Partner(s) and their current participation		
Funding Partners	Previous Commitment	Current Participation
TIB	92,899	46,637
CARNATION	4,889	2,454
WSDOT	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
TOTALS	\$97,788	\$49,091
Funding Partner Total is Correct		

- REQUIRED ATTACHMENTS**
- ▶ Submit BID TABULATIONS with Updated Cost Estimate
 - ▶ Submit construction consultant agreement with Updated Cost Estimate
 - ▶ Include a cost breakdown of Other Noneligible costs in cell B24
 - ▶ Enter brief explanation for COST DECREASE in cell B32

AGENCY OFFICIAL
 By my signature below, I certify the costs shown are true and correct and I am authorized to financially indebt the agency.

 Printed or Typed Name

 Title

 Signature & Date

REGISTERED ENGINEER
 I certify the bid tabulations are accurate and correct.

 Printed or Typed Name

 Signature & Date

**CITY OF CARNATION
SMALL WORKS PROJECT
“PREVAILING WAGES SHALL BE PAID”
ENGINEER’S ESTIMATE: \$95,000
INVITATION TO BID**

The City of Carnation is releasing a Small Works Project. As a Contractor on the MRSC Small Works Roster under the Asphalt Pavement Chip/Crack Repair category, you are invited to submit a bid on this Project.

Project Title: 2023 City-Wide Crack Seal Maintenance

Scope of Work: This project consists of cleaning and filling approximately 52,599 linear feet of cracks in asphalt pavement in the City of Carnation on all or portions of 325th Avenue NE, 326th Avenue NE, 329th Avenue NE, Commercial Street, Entwistle Street, Spillman Avenue, Stewart Street, Blanche Street, NE 50th Street, Regal Street, 327th Place NE, 334th Avenue NE, 336th Avenue NE, Stephens Avenue, NE 40th Street, NE 43rd Circle, NE 42nd Street, NE 43rd Place, NE 40th Place, NE 40th Circle, and NE 42nd Place. Work also includes providing traffic

Delivery of Proposal: City of Carnation, 4621 Tolt Avenue, Carnation, Washington 98014

Bid Submittal Date and Time: Thursday, June 15, 2023 at 2:00 p.m. (local time)

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 at the following website: “<http://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.

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 Seattle office (206) 284-0860.

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 CARNATION

KING COUNTY

WASHINGTON



CONTRACT PROVISIONS

for

2023 CITY-WIDE CRACK SEAL MAINTENANCE

G&O #23440.09
MAY 2023



Gray & Osborne, Inc.
CONSULTING ENGINEERS

CITY OF CARNATION

KING COUNTY

WASHINGTON



CONTRACT PROVISIONS

for

2023 CITY-WIDE CRACK SEAL MAINTENANCE



C&O 023440.019
MAY 2023



Gray & Osborne, Inc.
CONSULTING ENGINEERS

SMALL WORKS CONTRACT DOCUMENTS

TABLE OF CONTENTS

CITY OF CARNATION

2023 CITY-WIDE CRACK SEAL MAINTENANCE

PART 1. LEGAL AND PROCEDURAL DOCUMENTS

PROPOSAL P-1 TO P-4
CONTRACT C-1 TO C-11
PERFORMANCE, PAYMENT, AND GUARANTY BONDPB-1 TO PB-2

PART 2. SPECIFICATIONS

PART 3. PREVAILING WAGE RATES FOR PUBLIC WORKS CONTRACT

PART 4. PLANS

PART 1

LEGAL AND PROCEDURAL DOCUMENTS

2023 CITY-WIDE CRACK SEAL MAINTENANCE PROPOSAL

TO: City of Carnation
4621 Tolt Avenue
Carnation, Washington 98014

1. The Bidder shall submit this Proposal form in its entirety. Failure to do so may render the bid non-responsive.
2. The undersigned bidder proposes and agrees, if this Proposal is accepted to enter into a Small Works Contract with the City. The Contract is included in the Contract Documents. The Bidder agrees to perform the work as stated in the Contract Documents. The Contract Documents include the Proposal, Contract, Specifications, and Plans.
3. The Bidder acknowledges that the quantities shown in the bid schedule are estimates that are stated only to facilitate the City's comparison of the bids and that the City does not warrant expressly or by implication that the actual quantities of work will correspond with these estimates. The Bidder acknowledges that payment will be made on the basis of the actual quantities of each item of work completed in accordance with the contract requirements.
4. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Invitation to Bid.
5. Bidder will enter into a Small Works Contract within the time and in the manner required in the Proposal and Contract. Bidder will furnish the Insurance Certificates, Performance, Payment and Guaranty Bond required by the Contract Documents.
6. Bidder has examined copies of all the Contract Documents.
7. Bidder has familiarized itself with the nature and extent of the Contract Documents, work, site, locality where the work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules and regulations), and the conditions affecting cost, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
8. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Proposal; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over City.
9. Bidder agrees not to withdraw the Proposal for a period of thirty (30) calendar days after the bid opening date unless otherwise required by law.

10. Bidder further agrees to complete the work required under the Contract within the Contract Time stipulated and to accept in full payment therefore the Contract Price based on the Total Bid Price(s) submitted herewith.
11. The undersigned agrees that the City reserves the right to reject any and all Proposals and to waive any minor irregularities and informalities in the Proposal. The undersigned agrees that the City reserves the right to award the contract to the lowest responsible, responsive bidder whose Proposal is in the best interest of the City.

**CITY OF CARNATION
2023 CITY-WIDE CRACK SEAL MAINTENANCE
PROPOSAL FORM**

Note: Bid prices for all items, all extensions and total amount of Bid must be shown below. If a discrepancy exists between the price per unit and the extended amount of any Bid item, the price per unit will control.

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Traffic Control	1 LS	\$ _____	\$ _____
2.	Crack Seal	52,599 LF	\$ _____	\$ _____
Subtotal:				\$ _____
Washington State Sales Tax (0% Per W.S. Revenue Rule 171):.....				\$ _____ 0.00
TOTAL CONSTRUCTION COST:				\$ _____

Note: A bid must be received on all items.

Subject to any extensions of the Contract time granted under the Contract, the undersigned agrees to complete the Work required under this Contract within 30 calendar days.

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 calendar day beyond the Contract time allowed to complete the work.

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.

SMALL WORKS CONTRACT

THIS AGREEMENT is made this _____ day of _____, 20____, between **CITY OF CARNATION**, a municipal corporation ("City"), and _____ ("Contractor").

In consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties herein covenant and agree as follows:

1. Project. The Contractor shall do all work and furnish all permits, tools, materials, labor and equipment for the City's public works project known as 2023 City-Wide Crack Seal Maintenance ("Project") in accordance with and as described in the attached bid proposal, plans and specifications, which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the Project provided under this contract and every part thereof.

2. Project Cost. The amount of the Project Contract is _____ (\$ _____) plus applicable Washington State sales tax. The total Project Cost includes all costs associated with the Project work, including, but not limited to, labor, materials, overhead, administrative, permit, and regulatory costs, unless otherwise agreed in writing. The City shall pay sales tax to the Contractor for those portions of the Project that are subject to sales tax. The Contractor shall make sales tax and other tax payments to the State of Washington as provided by Statute.

3. City Agreement. The City employs the Contractor to provide the materials and to do and cause to perform the Project work described above and to complete and finish same according to the Contract Documents (proposal, contract plans, specifications) and the terms and conditions herein contained and contracts to pay the total Project Cost for such work, at the time and in the manner and upon the conditions provided for in this Agreement.

4. Contractor Agreement. The Contractor hereby agrees to fully perform the work for the total Project Cost according to the terms and conditions of this Agreement.

5. Contract Time/Liquidated Damages.

5.1 Contract Time. The Contract Time shall begin on the first working day following the 10th calendar day after the issuance of the written Notice to Proceed or the first day on which the Contractor begins to perform Work on the site, whichever occurs first. Time is of the essence for this Contract. All of the Work shall be completed within the time limits set forth in the Contract, and the Contractor's unexcused failure to do so shall result in the assessment of liquidated damages.

The Contractor shall complete all of the Work within the number of calendar days that are specified in the Bid Proposal.

5.2 Liquidated Damages. If the Project is not completed within the Contract Time, then, because of the difficulty in computing the actual damages to the City arising from any delay in completing this Agreement, the parties determine in advance and agree that the Contractor shall pay the City the amount of (\$500.00) per work day that the work remains incomplete after expiration of the specified time for completion as liquidated damages. The parties agree that such amount represents a reasonable forecast of the actual damages, which the City will suffer by failure of the Contractor to complete the work within the agreed time. The execution of this Agreement constitutes acknowledgment by the Contractor that Contractor has ascertained and agrees that the City will actually suffer damages of at least the amount herein fixed.

6. Contractor Responsibilities. The Contractor represents that Contractor is fully experienced and possesses all of the necessary expertise for performance of all work specified herein. The Contractor warrants to the City that any materials and equipment furnished under this Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents, that the work will be free from defects, and that the work will conform with the requirements of the Contract Documents. The Contractor shall provide and bear the expense of all equipment, work and labor that may be required for the transfer of materials and for constructing and completing the work provided for in this Agreement, unless otherwise provided in the specifications for the Project, and shall guarantee said materials and work for a period of two years after completion of this contract.

7. Equitable Adjustments. Should the Contractor desire an equitable adjustment to the Project Cost, on the basis of a written change order or an oral order from the City, Contractor shall file a written notice of that fact with the City within 48 hours of the written or oral order. No later than seven days thereafter, Contractor shall file a written claim with the City stating the amount claimed supported by appropriate documentation. By not protesting or following 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). In spite of any protest, the Contractor shall proceed to promptly complete work that the City has ordered. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR IN WRITING AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

8. Payment Terms.

8.1 The City shall pay the Contractor on a monthly basis for all work and services satisfactorily completed during the preceding month. A detailed application for payment shall be submitted by the Contractor to the City on or before the 5th day of each month, showing the progress of the work and requesting payment in an amount proportionate to the work completed. In cases of single payment, the City shall make

payment only after all appropriate releases are submitted. In cases of multiple payments, the City shall retain monies as required by RCW 60.28 and pay the retainage as provided therein. Payment to the Contractor shall be made within 30 days after approval of the application for payment.

8.2 Defective or Unauthorized Work. The City reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Agreement, and extra work and materials furnished without the City's written approval. 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 Agreement. 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. The provisions of this subsection 8.2 shall be in addition to any other remedies available under this Agreement.

9. Termination. The City shall have the right to terminate this Agreement for public convenience or good cause. "Good cause" shall include, without limitation, any one or more of the following events:

- a. The Contractor's refusal and failure to supply a sufficient number of properly skilled workers, superintendence, or proper materials or equipment for completion of the Work.
- b. The Contractor's failure to complete the Project Work within the time specified in this Agreement.
- c. The Contractor's failure to complete the Project Work in accordance with the Plans and Specifications.
- d. The Contractor's failure to make full and prompt payment to subcontractors for all materials or labor.
- e. The Contractor's failure to comply with any federal, state, or local laws, regulations, rules or ordinances.
- f. The Contractor's filing for bankruptcy or being adjudged bankrupt.

10. Dispute Resolution/Governing Law/Jurisdiction. If any dispute, controversy, or claim arises out of or relates to this Agreement, the Parties agree to try to settle the dispute by non-binding mediation with the assistance of a recognized professional mediator or mediation service. The Parties shall bear equally all expenses of the mediation. The Parties shall be required to submit any such disputes, controversies or claims to mediation as provided herein as a precondition to commencing any legal action relating to

or arising out of this Agreement. This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of Washington. The Parties agree that any legal action or proceeding arising out of or relating to this Agreement shall be filed in the Superior Court of King County, Washington.

11. Indemnification. The Contractor shall defend, indemnify, and save the City and its officers and employees harmless from any and all claim and risk and all losses, damages, demands, suits, judgments, and attorneys' fees or other costs, penalties, fees or expenses of any kind on account of injury to or death of any and all persons, on account of all property damage of any kind, or loss of use resulting therefrom, or on account of liability under any federal, state or local laws, ordinances or regulations (including, but not limited to, those laws set forth in Section 17 below) governing the disposal of waste or debris accumulated and/or generated during the course of performance of the work under this Agreement, that is in any manner connected with, the work performed under this Agreement, or caused in whole or in part by reason of the presence of the contractor, the subcontractors, or their property, employees, or agents, upon or in proximity to the property of the City during performance of the work or at any time before final acceptance, except only for those losses resulting from and to the extent of the negligence of the City with regard to activities within the Contractor's scope of work. The Contractor specifically waives any immunity granted under the State Industrial Insurance Law, RCW Title 51, which is specifically acknowledged by the Contractor. _____ (Contractor's Initials)

12. Performance, Payment and Guaranty Bond. The Contractor shall furnish performance, payment and guaranty bond for the faithful performance and payment of all its obligations under this Agreement. The bond shall be in penal sums at least equal to the contract price unless otherwise stated, in such form, and with such corporate sureties as are acceptable to the City. The bond shall remain in effect to guarantee the repair and replacement of defective equipment, materials, and workmanship, and payment of damages sustained by the City on account of such defects, discovered within 2 years after final acceptance by the City. This guaranty is supplemental and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Owner.

In lieu of performance, payment and guaranty bond, for Projects with an estimated Project Cost of \$150,000.00 or less, the Contractor may elect to have the City withhold 10 percent of the contract amount for a period of 30 days after the date of the City's final acceptance of the Project Work, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor & Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

13. Insurance.

13.1 General Requirements.

1. The Contractor shall procure and maintain insurance described in all subsections in this Section, from insurers with a current A.M. Best rating not less than A – VII and licensed to do business in the state of Washington. The Owner reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
2. The Contractor shall keep this insurance in force during the term of the Contract and for 30 days after the Physical Completion Date, unless otherwise indicated.
3. All insurance coverage required by this section shall be written and provided by “occurrence-based” policy forms rather than by “claims made” forms.
4. The insurance policies shall contain a “cross liability” provision.
5. The Contractor’s and all subcontractors’ insurance coverage shall be primary and non-contributory insurance as respects the Owner’s insurance, self-insurance, or insurance pool coverage. Any insurance, self-insurance or self-insured pool coverage maintained by the Owner shall be excess of the Contractor’s insurance and shall not contribute with it.
6. The Contractor shall provide the Owner and all Additional Insured with written notice of any policy cancellation and the date of effective cancellation within 2 business days of receipt.
7. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Owner.
8. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of Contract, upon which the Owner may, after giving 5 business days notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and

all premiums in connection therewith, with any sums so expended to be repaid to the Owner on demand, or at the sole discretion of the Owner, offset against funds due the Contractor from the Owner.

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

13.2 Additional Insured. All insurance policies, with the exception of Workers Compensation, shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- The Owner and its officers, elected officials, employees, agents, and volunteers;
- Gray & Osborne, Inc.;

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 13.5 describes limits lower than those maintained by the Contractor.

13.3 Subcontractors. Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 13.5.1 and 13.5.2. Upon request of the Owner, the Contractor shall provide evidence of such insurance.

13.4 Verification of Coverage. The Contractor shall deliver to the Owner 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 shall conform to the following requirements:

1. An ACORD certificate or a form determined by the Owner 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 07 04 and CG 2037 10 01 or the equivalent of each, naming the Owner and all other entities listed in 13.2 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. A statement of additional insured status on an ACORD

Certificate of Insurance shall not satisfy this requirement. 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 07 04 and CG 2037 10 01 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. Upon request, the Contractor shall forward to the Owner 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 policy is required when the Contractor delivers the signed Contract for the Work.

13.5 Coverages and Limits. The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions shall be disclosed and are subject to approval by the Owner. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

1. Commercial General Liability

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

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

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least 3 years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

\$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

2. 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) shall provide the following minimum limit:

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

3. Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

4. Excess or Umbrella Liability

The Contractor shall provide Excess or Umbrella Liability coverage at limits of \$2 million per occurrence and annual aggregate. This excess or umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage and employers liability.

This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

14. Prevailing Wages. The Contractor shall pay prevailing wages as required and shall comply with RCW 39.12 and RCW 49.28. A statement of prevailing wages applicable to the Project is included in the specifications. Notice of intent to pay prevailing wages and prevailing wage rates for the project must be posted for the benefit of workers. The Contractor shall provide an "Affidavit of Industrial Insurance Compliance" for itself and each subcontractor upon acceptance of the Project by the City. Final payment will be made in accordance with the requirements of RCW 39.12.

15. Utility Location. The 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 may be amended. The Contractor shall be responsible for compliance with Chapter 19.122 RCW including utilization of the "one call" system, before commencing any excavation activities.

16. Trench Safety Systems. All trenches shall be provided with adequate safety systems as required by RCW 49.17 and WAC 296-155-650 and 655. Contractor is

responsible for providing the competent person and registered professional engineer required by WAC 296-155-650-655.

17. Environmental Regulation. Contractor shall be solely and completely responsible for complying with all environmental statutes and regulations, including but not limited to: 42 USC 4321 et seq.; Executive Order 11514; 33 USC 1251 et seq.; and RCWs 43.21; 70.74; 70.94; 90.48; 90.58; and WAC 197-11. The Contractor shall be solely responsible for any damages, penalties, fines, fees, costs, expenses, and/or attorney's fees incurred as a result of non-compliance with Section 17.

18. Safety. The Contractor shall be solely and completely responsible for safety and safety conditions on the jobsite, including the safety of all persons and property during performance of the Work. Observation of the Work by the City's employees, agents and consultants is not intended to include review of the Contractor's work methods, equipment, bracing, scaffolding or trenching, or safety measures in, on or near the construction site. The Contractor shall provide a safe access for the City and its employees, agents, and consultants to adequately observe the quality of the Work and the Contractor's conformance with the project specifications. The Contractor shall be solely and completely responsible to perform all work and furnish all materials in strict compliance with all applicable state, city, county and federal laws, regulations, ordinances, orders and codes. The Contractor's attention is directed to the requirements of the Washington Industrial Safety and Health Act (WISHA), Chapter 49.17 RCW.

19. Hours of Work. Contractor shall conduct all Work between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday unless stated otherwise under the Project's permit conditions or this Contract. No Work on weekends shall be allowed unless City gives written approval prior to the weekend. Contractor shall give a minimum of 48 hours notice if Work on the weekend is necessary. Approved Work on the weekends shall be conducted between the hours of 7:00 a.m. and 6:00 p.m. Work hours may be further restricted due to permit conditions.

20. Specifications. Contractor shall furnish and install the materials and equipment and perform the work as specified on the Plans and in the Specifications and permits obtained for this Project.

21. Miscellaneous.

21.1 Subletting or Assigning Contract. The Contractor shall not assign, transfer, or encumber any rights, duties or interest accruing from this Agreement without the express prior written consent of the City.

21.2 Extent of Agreement Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only by written instrument properly signed by both parties.

21.3 Work Performed at Contractor's Risk. The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work under this Agreement. All work shall be done at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

21.4 Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the terms and rights contained in this Agreement, or to exercise any option contained in this Agreement 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.

21.5 Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless otherwise notified. Any written notice shall become effective on delivery, but in any event on 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 Agreement.

CITY

City of Carnation
4621 Tolt Avenue
Carnation, Washington 98014

CONTRACTOR

21.6 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, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

21.7 Compliance with Laws. The Contractor shall comply with all federal, state and local laws, ordinances, regulations, and rules applicable to the work to be done under this Agreement.

21.8 Severability. If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

21.9 Venue and Attorneys' Fees. This Agreement shall be interpreted under and pursuant to the laws of the State of Washington. Venue for any action brought to enforce any of the provisions of this Agreement shall be in King County Superior Court, and the substantially prevailing party shall be entitled to recover its reasonable costs, expenses and attorneys' fees incurred in the action.

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____,
20____.

OWNER:

CONTRACTOR:

CITY OF CARNATION

By _____

By _____

(Print or type name)

(Print or type name)

Its _____
(Title)

Its _____
(Title)

Address _____

Telephone _____

a _____ corporation
_____ partnership
_____ joint venture
_____ sole proprietorship
State of Washington General Contractor's
License No. _____.

PERFORMANCE, PAYMENT AND GUARANTY BOND

_____, as Principal, and _____
_____, as Surety, a corporation duly licensed and authorized to do business in the State of Washington, are held and firmly bound unto the **CITY OF CARNATION**, hereinafter called "City," in the sum of (\$ _____), for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal agreed with City to perform the work as specified or indicated by the 2023 City-Wide Crack Seal Maintenance caused by the Contractors operation, and restore such areas to conditions existing prior to construction.

NOW, THEREFORE, if Principal shall perform all of this work; and

If Principal shall pay for all materials, equipment, or other supplies, or for rental of same used in connection with the performance of work to be done, and for all amounts due under applicable State law for any work or labor thereon; and

If Principal shall pay the sales, use and any other applicable taxes of the State of Washington or any political subdivision of said State relating to the work performed, and pay amounts due the State pursuant to Titles 50 and 51 of the Revised Code of Washington; and

If Principal shall indemnify and hold the City harmless from any defects in the workmanship of materials incorporated into the work for a period of 2 years after the final acceptance of the work;

Then, the obligation of Principal and Surety under this Bond shall be void, but otherwise it shall remain in full force and effect.

This Bond shall inure to the benefit of any person, companies or corporations entitled to file claims under applicable State law.

Any alterations in the work to be done or the materials to be furnished, or changes in the time of completion, shall not in any way release Principal or Surety thereunder, nor shall any extensions of time granted release either Principal or Surety, and notice of such alterations or extension is hereby waived by Surety.

IT IS FURTHER AGREED that nothing of any kind or nature that will not discharge the Principal shall operate as a discharge or release of the Surety, regardless of law, rule or equity or usage relating to the liability of sureties to the contrary notwithstanding.

Surety certifies that it is an authorized surety bond issuer, properly authorized to transact surety business in Washington. Surety agrees to be bound by the laws of the State of Washington and subject itself to the jurisdiction of the courts of the State of Washington.

A notarized original of the Surety's Power of Attorney authorizing the undersigned representative of the Surety to execute this Bond is attached.

SIGNED AND SEALED, this _____, day of _____, 20__.

(Principal)

(Surety)

By: _____
(Print Name)

(Print Name)

Signature

Signature

Title

Title

Address: _____

Telephone: _____

PART 2
SPECIFICATIONS

TRAFFIC CONTROL

The Contractor shall be responsible for preparing and implementing a traffic control plan to route traffic through the work site. The Contractor shall provide all flaggers and other personnel as may be required to control traffic. This may include *One-Lane, Two-Way Traffic Control With Flaggers*, similar to WSDOT Standard Plan TC1; and *Shoulder Closure – Low Speed*, similar to WSDOT Standard Plan TC5. Complete road closures will not be allowed.

The Contractor shall maintain vehicle access to individual properties, except when work requires short-term closures.

The Contractor shall keep all existing pedestrian routes and access points open and clear at all times.

The Contractor shall provide and maintain all signs and traffic control devices for the duration of the work necessary to warn and protect the public at all times from injury or damage as a result of the Contractor’s operations, and to protect the Contractor’s employees. All work shall be under the direct supervision of a Traffic Control Supervisor (TCS).

The lump sum contract price bid for “Traffic Control” shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to prepare a Traffic Control Plan, furnish and install all signage and traffic control devices, and provide personnel to implement traffic control.

EQUIPMENT AND MATERIALS STORAGE

The project sites have limited space for parking, staging, and storing of materials and equipment. The Contractor shall arrange with the City for allowable areas to store vehicles, materials, and equipment for the project.

CRACK SEALING

Work on the project shall comply with requirements of the 2023 WSDOT Standard Specifications, Section 5.03 Crack and Joint Sealing. Cracks shall be sealed with Hot Poured Sealant or Polymer Modified Asphalt Mastic, as applicable based on crack width. The roads to be crack sealed will not be paved upon completion of the crack sealing.

The project scope includes cleaning and sealing cracks on the following sections of Carnation streets, in order of priority:

No.	Street	Origin	Termini	Length (ft)	Road Width (ft)
1	325 th Ave. NE	NE 42 nd St.	NE 40 th St.	630	28
2	325 th Ave. NE	Entwistle St.	S EOR ⁽¹⁾	590	28
3	325 th Ave. NE	Entwistle St.	E EOR ⁽¹⁾	1,125	28
4	326 th Ave. NE	Entwistle St.	NE 40 th St.	1,925	28
5	326 th Ave. NE	NE 50 th St.	NE EOR ⁽¹⁾	630	28
6	329 th Ave. NE	Entwistle St.	NE 40 th Pl.	1,070	28
7	Commercial St.	Entwistle St.	Stossel St.	690	30
8	Entwistle St.	329 th St.	334 th St.	3,570	26
9	Entwistle St.	334 th St.	336 th St.	580	26
10	Entwistle St.	Spillman Ave.	326 th Ave.	1,320	36
11	Spillman Ave.	Morrison St.	S. Admin. ⁽²⁾	215	25
12	Stewart St.	Commercial St.	Morrison St.	710	30
13	Stewart St.	Commercial St.	W. Entwistle	590	16
14	Blanche St.	Stossel St.	Tolt Ave.	835	40
15	NE 50 th St.	326 th Ave. NE	Milwaukee Ave.	630	36
16	NE 50 th St.	326 th Ave. NE	328 th Ave. NE	650	22
17	Regal St.	Stossel St.	Entwistle St.	1,885	34
18	327 th Pl. NE	N EOR ⁽¹⁾	S EOR ⁽¹⁾	575	28
19	334 th Ave. NE	Entwistle St.	NE 42 nd St.	730	21
20	336 th Ave. NE	Entwistle St.	NE 42 nd St.	885	32
21	Stephens Ave.	Bird St.	Commercial St.	265	23
22	Stephens Ave.	Commercial St.	Morrison St.	1,295	23
23	Stephens Ave.	W. Entwistle St.	Bird St.	265	23
24	NE 40 th St.	325 th Ave. NE	326 th Ave. NE	320	28
25	NE 43 rd Circle	329 th Ave. NE	W. EOR ⁽¹⁾	265	28
26	NE 42 nd St.	334 th Ave. NE	336 th Ave. NE	665	28
27	NE 43 rd Pl.	334 th Ave. NE	E. EOR ⁽¹⁾	255	28
28	NE 40 th Pl.	329 th Ave. NE	E. EOR ⁽¹⁾	495	28
29	NE 40 th Circle	329 th Ave. NE	W. EOR ⁽¹⁾	290	28
30	NE 43 rd Pl.	329 th Ave. NE	E. EOR ⁽¹⁾	505	28
31	NE 42 nd St.	325 th Ave. NE	329 th Ave. NE	1,425	28
32	NE 42 Pl.	329 th Ave. NE	E. EOR ⁽¹⁾	455	28

(1) EOR = End of Road.

(2) S. Admin. = School Administration Building.

The total length of the project – with all roads above included - is approximately 26,335 linear feet. The total estimated length of crack sealing is 52,599 feet.

The unit contract price per linear foot of “Crack Sealing” shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to clean, dry, and remove debris from cracks, and seal the cracks in accordance with the requirements.

PART 3

**PREVAILING WAGE RATES FOR
PUBLIC WORKS CONTRACT**

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: 06/15/2023

<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	<u>5D</u>	<u>1H</u>		View
King	Boilermakers	Journey Level	\$74.29	<u>5N</u>	<u>1C</u>		View
King	Brick Mason	Journey Level	\$66.32	<u>7E</u>	<u>1N</u>		View
King	Brick Mason	Pointer-Caulker-Cleaner	\$66.32	<u>7E</u>	<u>1N</u>		View
King	Building Service Employees	Janitor	\$28.23	<u>5S</u>	<u>2F</u>		View
King	Building Service Employees	Traveling Waxer/Shampooer	\$28.68	<u>5S</u>	<u>2F</u>		View
King	Building Service Employees	Window Cleaner (Non-Scaffold)	\$32.18	<u>5S</u>	<u>2F</u>		View
King	Building Service Employees	Window Cleaner (Scaffold)	\$33.18	<u>5S</u>	<u>2F</u>		View
King	Cabinet Makers (In Shop)	Journey Level	\$22.74		<u>1</u>		View
King	Carpenters	Acoustical Worker	\$71.53	<u>15J</u>	<u>4C</u>		View
King	Carpenters	Bridge, Dock And Wharf Carpenters	\$71.53	<u>15J</u>	<u>4C</u>		View
King	Carpenters	Floor Layer & Floor Finisher	\$71.53	<u>15J</u>	<u>4C</u>		View
King	Carpenters	Journey Level	\$71.53	<u>15J</u>	<u>4C</u>		View
King	Carpenters	Scaffold Erector	\$71.53	<u>15J</u>	<u>4C</u>		View
King	Cement Masons	Application of all Composition Mastic	\$70.09	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Application of all Epoxy Material	\$69.59	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Application of all Plastic Material	\$70.09	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Application of Sealing Compound	\$69.59	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Application of Underlayment	\$70.09	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Building General	\$69.59	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Composition or Kalman Floors	\$70.09	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Concrete Paving	\$69.59	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Curb & Gutter Machine	\$70.09	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Curb & Gutter, Sidewalks	\$69.59	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Curing Concrete	\$69.59	<u>15J</u>	<u>4U</u>		View
King	Cement Masons	Finish Colored Concrete	\$70.09	<u>15J</u>	<u>4U</u>		View

King	Cement Masons	Floor Grinding	\$70.09	15J	4U		View
King	Cement Masons	Floor Grinding/Polisher	\$69.59	15J	4U		View
King	Cement Masons	Green Concrete Saw, self-powered	\$70.09	15J	4U		View
King	Cement Masons	Grouting of all Plates	\$69.59	15J	4U		View
King	Cement Masons	Grouting of all Tilt-up Panels	\$69.59	15J	4U		View
King	Cement Masons	Gunite Nozzleman	\$70.09	15J	4U		View
King	Cement Masons	Hand Powered Grinder	\$70.09	15J	4U		View
King	Cement Masons	Journey Level	\$69.59	15J	4U		View
King	Cement Masons	Patching Concrete	\$69.59	15J	4U		View
King	Cement Masons	Pneumatic Power Tools	\$70.09	15J	4U		View
King	Cement Masons	Power Chipping & Brushing	\$70.09	15J	4U		View
King	Cement Masons	Sand Blasting Architectural Finish	\$70.09	15J	4U		View
King	Cement Masons	Screed & Rodding Machine	\$70.09	15J	4U		View
King	Cement Masons	Spackling or Skim Coat Concrete	\$69.59	15J	4U		View
King	Cement Masons	Troweling Machine Operator	\$70.09	15J	4U		View
King	Cement Masons	Troweling Machine Operator on Colored Slabs	\$70.09	15J	4U		View
King	Cement Masons	Tunnel Workers	\$70.09	15J	4U		View
King	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$126.05	15J	4C		View
King	Divers & Tenders	Dive Supervisor/Master	\$89.94	15J	4C		View
King	Divers & Tenders	Diver	\$126.05	15J	4C	8V	View
King	Divers & Tenders	Diver On Standby	\$84.94	15J	4C		View
King	Divers & Tenders	Diver Tender	\$77.16	15J	4C		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$89.09	15J	4C		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$94.09	15J	4C		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$107.09	15J	4C		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$103.09	15J	4C		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$105.59	15J	4C		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$110.59	15J	4C		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$112.59	15J	4C		View
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$114.59	15J	4C		View

King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$116.59	15J	4C		View
King	Divers & Tenders	Manifold Operator	\$77.16	15J	4C		View
King	Divers & Tenders	Manifold Operator Mixed Gas	\$82.16	15J	4C		View
King	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$77.16	15J	4C		View
King	Divers & Tenders	Remote Operated Vehicle Tender	\$71.98	15J	4C		View
King	Dredge Workers	Assistant Engineer	\$76.56	5D	3F		View
King	Dredge Workers	Assistant Mate (Deckhand)	\$75.97	5D	3F		View
King	Dredge Workers	Boatmen	\$76.56	5D	3F		View
King	Dredge Workers	Engineer Welder	\$78.03	5D	3F		View
King	Dredge Workers	Leverman, Hydraulic	\$79.59	5D	3F		View
King	Dredge Workers	Mates	\$76.56	5D	3F		View
King	Dredge Workers	Oiler	\$75.97	5D	3F		View
King	Drywall Applicator	Journey Level	\$71.53	15J	4C		View
King	Drywall Tapers	Journey Level	\$70.61	5P	1E		View
King	Electrical Fixture Maintenance Workers	Journey Level	\$37.19	5L	1E		View
King	Electricians - Inside	Cable Splicer	\$102.90	7C	4E		View
King	Electricians - Inside	Cable Splicer (tunnel)	\$110.61	7C	4E		View
King	Electricians - Inside	Certified Welder	\$99.38	7C	4E		View
King	Electricians - Inside	Certified Welder (tunnel)	\$106.75	7C	4E		View
King	Electricians - Inside	Construction Stock Person	\$49.28	7C	4E		View
King	Electricians - Inside	Journey Level	\$95.88	7C	4E		View
King	Electricians - Inside	Journey Level (tunnel)	\$102.90	7C	4E		View
King	Electricians - Motor Shop	Journey Level	\$48.68	5A	1B		View
King	Electricians - Powerline Construction	Cable Splicer	\$93.00	5A	4D		View
King	Electricians - Powerline Construction	Certified Line Welder	\$85.42	5A	4D		View
King	Electricians - Powerline Construction	Groundperson	\$55.27	5A	4D		View
King	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$85.42	5A	4D		View
King	Electricians - Powerline Construction	Journey Level Lineperson	\$85.42	5A	4D		View
King	Electricians - Powerline Construction	Line Equipment Operator	\$73.35	5A	4D		View
King	Electricians - Powerline Construction	Meter Installer	\$55.27	5A	4D	8W	View
King	Electricians - Powerline Construction	Pole Sprayer	\$85.42	5A	4D		View
King	Electricians - Powerline Construction	Powderperson	\$63.50	5A	4D		View
King	Electronic Technicians	Journey Level	\$62.13	7E	1E		View
King	Elevator Constructors	Mechanic	\$107.49	7D	4A		View
King	Elevator Constructors	Mechanic In Charge	\$116.13	7D	4A		View
King	Fabricated Precast Concrete Products	All Classifications - In-Factory Work Only	\$21.34	5B	1R		View

King	Fence Erectors	Fence Erector	\$48.14	15J	4V	8Y	View
King	Fence Erectors	Fence Laborer	\$48.14	15J	4V	8Y	View
King	Flaggers	Journey Level	\$48.14	15J	4V	8Y	View
King	Glaziers	Journey Level	\$75.91	7L	1Y		View
King	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$84.84	15H	11C		View
King	Heating Equipment Mechanics	Journey Level	\$94.11	7F	1E		View
King	Hod Carriers & Mason Tenders	Journey Level	\$59.85	15J	4V	8Y	View
King	Industrial Power Vacuum Cleaner	Journey Level	\$15.74		1		View
King	Inland Boatmen	Boat Operator	\$61.41	5B	1K		View
King	Inland Boatmen	Cook	\$56.48	5B	1K		View
King	Inland Boatmen	Deckhand	\$57.48	5B	1K		View
King	Inland Boatmen	Deckhand Engineer	\$58.81	5B	1K		View
King	Inland Boatmen	Launch Operator	\$58.89	5B	1K		View
King	Inland Boatmen	Mate	\$57.31	5B	1K		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$31.49		1		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$15.74		1		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$24.91		1		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$19.33		1		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$20.45		1		View
King	Insulation Applicators	Journey Level	\$71.53	15J	4C		View
King	Ironworkers	Journeyman	\$83.79	15K	11N		View
King	Laborers	Air, Gas Or Electric Vibrating Screed	\$56.80	15J	4V	8Y	View
King	Laborers	Airtrac Drill Operator	\$58.56	15J	4V	8Y	View
King	Laborers	Ballast Regular Machine	\$56.80	15J	4V	8Y	View
King	Laborers	Batch Weighman	\$48.14	15J	4V	8Y	View
King	Laborers	Brick Pavers	\$56.80	15J	4V	8Y	View
King	Laborers	Brush Cutter	\$56.80	15J	4V	8Y	View
King	Laborers	Brush Hog Feeder	\$56.80	15J	4V	8Y	View
King	Laborers	Burner	\$56.80	15J	4V	8Y	View
King	Laborers	Caisson Worker	\$58.56	15J	4V	8Y	View
King	Laborers	Carpenter Tender	\$56.80	15J	4V	8Y	View
King	Laborers	Cement Dumper-paving	\$57.84	15J	4V	8Y	View
King	Laborers	Cement Finisher Tender	\$56.80	15J	4V	8Y	View
King	Laborers	Change House Or Dry Shack	\$56.80	15J	4V	8Y	View
King	Laborers	Chipping Gun (30 Lbs. And Over)	\$57.84	15J	4V	8Y	View
King	Laborers	Chipping Gun (Under 30 Lbs.)	\$56.80	15J	4V	8Y	View
King	Laborers	Choker Setter	\$56.80	15J	4V	8Y	View

King	Laborers	Chuck Tender	\$56.80	15J	4V	8Y	View
King	Laborers	Clary Power Spreader	\$57.84	15J	4V	8Y	View
King	Laborers	Clean-up Laborer	\$56.80	15J	4V	8Y	View
King	Laborers	Concrete Dumper/Chute Operator	\$57.84	15J	4V	8Y	View
King	Laborers	Concrete Form Stripper	\$56.80	15J	4V	8Y	View
King	Laborers	Concrete Placement Crew	\$57.84	15J	4V	8Y	View
King	Laborers	Concrete Saw Operator/Core Driller	\$57.84	15J	4V	8Y	View
King	Laborers	Crusher Feeder	\$48.14	15J	4V	8Y	View
King	Laborers	Curing Laborer	\$56.80	15J	4V	8Y	View
King	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$56.80	15J	4V	8Y	View
King	Laborers	Ditch Digger	\$56.80	15J	4V	8Y	View
King	Laborers	Diver	\$58.56	15J	4V	8Y	View
King	Laborers	Drill Operator (Hydraulic, Diamond)	\$57.84	15J	4V	8Y	View
King	Laborers	Dry Stack Walls	\$56.80	15J	4V	8Y	View
King	Laborers	Dump Person	\$56.80	15J	4V	8Y	View
King	Laborers	Epoxy Technician	\$56.80	15J	4V	8Y	View
King	Laborers	Erosion Control Worker	\$56.80	15J	4V	8Y	View
King	Laborers	Faller & Bucker Chain Saw	\$57.84	15J	4V	8Y	View
King	Laborers	Fine Graders	\$56.80	15J	4V	8Y	View
King	Laborers	Firewatch	\$48.14	15J	4V	8Y	View
King	Laborers	Form Setter	\$57.84	15J	4V	8Y	View
King	Laborers	Gabian Basket Builders	\$56.80	15J	4V	8Y	View
King	Laborers	General Laborer	\$56.80	15J	4V	8Y	View
King	Laborers	Grade Checker & Transit Person	\$59.85	15J	4V	8Y	View
King	Laborers	Grinders	\$56.80	15J	4V	8Y	View
King	Laborers	Grout Machine Tender	\$56.80	15J	4V	8Y	View
King	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$57.84	15J	4V	8Y	View
King	Laborers	Guardrail Erector	\$56.80	15J	4V	8Y	View
King	Laborers	Hazardous Waste Worker (Level A)	\$58.56	15J	4V	8Y	View
King	Laborers	Hazardous Waste Worker (Level B)	\$57.84	15J	4V	8Y	View
King	Laborers	Hazardous Waste Worker (Level C)	\$56.80	15J	4V	8Y	View
King	Laborers	High Scaler	\$58.56	15J	4V	8Y	View
King	Laborers	Jackhammer	\$57.84	15J	4V	8Y	View
King	Laborers	Laserbeam Operator	\$57.84	15J	4V	8Y	View
King	Laborers	Maintenance Person	\$56.80	15J	4V	8Y	View
King	Laborers	Manhole Builder-Mudman	\$57.84	15J	4V	8Y	View
King	Laborers	Material Yard Person	\$56.80	15J	4V	8Y	View
King	Laborers	Mold Abatement Worker	\$56.80	15J	4V	8Y	View
King	Laborers	Motorman-Dinky Locomotive	\$59.95	15J	4V	8Y	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	6Z	11J		View
King	Pile Driver	Crew Tender	\$77.16	15J	4C		View
King	Pile Driver	Journey Level	\$71.98	15J	4C		View
King	Plasterers	Journey Level	\$67.49	7Q	1R		View
King	Plasterers	Nozzleman	\$71.49	7Q	1R		View
King	Playground & Park Equipment Installers	Journey Level	\$15.74		1		View
King	Plumbers & Pipefitters	Journey Level	\$96.69	6Z	1G		View
King	Power Equipment Operators	Asphalt Plant Operators	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Assistant Engineer	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Barrier Machine (zipper)	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Batch Plant Operator: concrete	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Boat Operator	\$80.33	7A	11H	8X	View
King	Power Equipment Operators	Bobcat	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Brooms	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Bump Cutter	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Cableways	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Chipper	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Compressor	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Conveyors	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Cranes Friction: 200 tons and over	\$82.76	7A	11H	8X	View
King	Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$75.55	7A	11H	8X	View
King	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$81.12	7A	11H	8X	View
King	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$79.62	7A	11H	8X	View
King	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$81.97	7A	11H	8X	View
King	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$82.76	7A	11H	8X	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	15J	11G	8X	View
King	Power Equipment Operators	Motor Patrol Graders	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	\$79.62	7A	11H	8X	View
King	Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$81.12	7A	11H	8X	View
King	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$80.33	7A	11H	8X	View
King	Power Equipment Operators	Pavement Breaker	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Posthole Digger, Mechanical	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Power Plant	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Pumps - Water	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Quick Tower: no cab, under 100 feet in height base to boom	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Rigger and Bellman	\$75.55	7A	11H	8X	View
King	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$79.00	7A	11H	8X	View
King	Power Equipment Operators	Rollagon	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Roller, Other Than Plant Mix	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Roto-mill, Roto-grinder	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Saws - Concrete	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$79.41	15J	11G	8X	View
King	Power Equipment Operators	Scrapers - Concrete & Carry All	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$80.12	15J	11G	8X	View
King	Power Equipment Operators	Service Engineers: Equipment	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Shotcrete/Gunite Equipment	\$75.35	15J	11G	8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$78.80	15J	11G	8X	View
King	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$80.12	15J	11G	8X	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	5A	2B		View
King	Terrazzo Workers	Journey Level	\$60.36	7E	1N		View
King	Tile Setters	Journey Level	\$60.36	7E	1N		View
King	Tile, Marble & Terrazzo Finishers	Finisher	\$51.19	7E	1N		View
King	Traffic Control Stripers	Journey Level	\$51.90	7A	1K		View
King	Truck Drivers	Asphalt Mix Over 16 Yards	\$72.45	15J	11M	8L	View
King	Truck Drivers	Asphalt Mix To 16 Yards	\$71.61	15J	11M	8L	View
King	Truck Drivers	Dump Truck	\$71.61	15J	11M	8L	View
King	Truck Drivers	Dump Truck & Trailer	\$72.45	15J	11M	8L	View
King	Truck Drivers	Other Trucks	\$72.45	15J	11M	8L	View
King	Truck Drivers - Ready Mix	Transit Mix	\$72.45	15J	11M	8L	View
King	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$17.71		1		View
King	Well Drillers & Irrigation Pump Installers	Oiler	\$15.74		1		View
King	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		1		View

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.

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.

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.

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.

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).

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.

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.

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.

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).

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.

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.

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.

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 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.
- 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.)

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.

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 4

PLANS

CITY OF CARNATION

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARNATION, WASHINGTON ACCEPTING BID AND AUTHORIZING CITY MANAGER EXECUTION OF CONTRACT FOR CITY-WIDE CRACK SEAL CAPITAL PROJECT

WHEREAS the notice to bidders has been duly given as required by law publication for the City-Wide Crack Seal Project, for the City of Carnation, as described in plans and specifications; and

WHEREAS there have been filed with the City Clerk in response to the published notice two bid proposals for providing the specified requirements and experience w accompanying each proposal: and

WHEREAS the bid from Central Paving, LLC., of Ellensburg, Washington, is the best and lowest responsible bid for designated public improvement.

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

Section 1. That the bid for City Wide Crack Seal Project of Carnation, WA and the same is hereby accepted for the construction of the improvements as described in the plans and specifications. Therefore, the contract for the construction of same is now awarded to Central Paving, LLC in the total amount of forty-nine thousand ninety-one (\$49,091.00) Dollars.

Section 2: The Council of the City of Carnation, Washington are hereby authorizing City Manager to negotiate and enter into contract with the Contractor for the public improvements as is herein referred to.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 2023.

CITY OF CARNATION

MAYOR, JIM RIBAIL

ATTEST/AUTHENTICATED:

CITY CLERK, LORA WILMES

RESOLUTION NO.: _____



CARNATION CITY COUNCIL AGENDA BILL

TITLE: A Motion authorizing City Manager to release Notice to Proceed after execution and of contract with Central Paving, LLC for the City-Wide Crack Seal Project.	Agenda Bill No.:	AB23-70
	Type of Action:	MOTION
	Origin: <i>(Council/Manager)</i>	City Manager
	Agenda Bill Author:	City Manager Office
EXHIBITS:	Date Submitted:	07/13/2023
	For Agenda of:	07/13/2023
	Expenditure Required:	
	Amount Budgeted:	
	Appropriation Required:	

SUMMARY STATEMENT AND DISCUSSION:
 The City Manager requests an authorization to provide Notice to Proceed to Central Paving, LLC for the City-Wide Crack Seal Project.

RECOMMENDED ACTION: I move to authorize City Manager to release Notice to Proceed after execution and of contract with Central Paving, LLC for the City-Wide Crack Seal Project.

LEGISLATIVE HISTORY:

ACTION TAKEN					
MOTION AS PROPOSED			MOTION AS AMENDED		
Motion made by:			Motion made by:		
Second by:			Second by:		
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Harris			Harris		
Lisk			Lisk		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		



CARNATION CITY COUNCIL AGENDA BILL

TITLE: A MOTION authorizing the City Manager to enter into and negotiate a contract with RWS Construction for the amount not to exceed \$69,982.45	Agenda Bill No.:	AB23-71
	Type of Action:	MOTION
	Origin: <i>(Council/Manager)</i>	City Manager
	Agenda Bill Author:	City Manager
	Date Submitted:	07/18/2023
	For Agenda of:	07/18/2023
	Expenditure Required:	\$69,982.45
EXHIBITS: <ul style="list-style-type: none"> • RWS Construction Bid • Contract 	Amount Budgeted:	\$69,982.45
	Appropriation Required:	0

SUMMARY STATEMENT AND DISCUSSION:
 This contract will include sidewalk, storm and gutter replacement and improvement for the Northwest Section of Tolt Avenue for Phase II of the project.

RECOMMENDED ACTION: I move to authorize the City Manager to enter into and negotiate a contract with RWS Construction for the amount not to exceed \$69,982.45

LEGISLATIVE HISTORY:

ACTION TAKEN					
MOTION AS PROPOSED			MOTION AS AMENDED		
Motion made by:			Motion made by:		
Second by:			Second by:		
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Harris			Harris		
Burrell			Burrell		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

RWS Construction LLC

PO Box 1964

Issaquah, WA 98027

425-433-8597

admin@rwspencer.com

ADDRESS

City of Carnation

SHIP TO

4851 Tolt Ave,
Carnation, WA 98014

Estimate 10536

DATE 05/24/2023

DATE	DESCRIPTION	AMOUNT
	Sales Remove existing city sidewalk 127x7 totaling 889sf , prep for new sidewalk with 5/8 minus and compact for good sub grade for new concrete. Pour back 127x7 sidewalk and finish per City Standards. Prep for 89' of new 18" curb and gutter. Install 5/8 minus and compact for good sub grade for new concrete. Sawcut an additional foot of asphalt and patch back with cold mix due to others repairing the road at a later date.	44,918.60T
	Sales 1. Remove existing two 11x8 panels totaling 176sf that tie into new sidewalk. Prep for new panels with 5/8 minus and compact for good sub grade for new concrete. Pour back both panels per City Standards.	6,480.00T
	Sales 2. Remove existing walkways to both entrances of church totaling 258sf. Prep for new walkways with 5/8 minus and compact for good sub grade for new concrete. Pour back walkways per City Standards.	9,933.00T
	Traffic Control and Flagging Traffic Control due to WSDOT road.	3,000.00T

All Invoices are due upon receipt. Payments not received on the invoice due date will be revised to include a late fee charge of 2.5% of the total invoice value, and resent. Invoice total value will be updated as late fee's are applied. This process will reoccur on an 8 day cycle until the invoice has been paid in full.

DATE	DESCRIPTION	AMOUNT
	EXCLUSIONS	0.00T
	1. Soils/Compact testing.	
	2. Permits / Fees unless specifically included.	
	3. Additional Insurance / Bonding.	
	4. Saw cutting, concrete demo and asphalt repair unless requested. Up to 4", anything over 4" will be additional cost.	
	5. Concrete removal with rebar will be additional cost	
	6. Surveying, engineering and/or design of any kind.	
	7. Arborist / Landscaping.	
	8. Block Walls.	
	9. Trench Drains	
	10. Foundation Sleeves	
	11. Pipe & Sewer Liner	
	12. Electrical Conduits.	
	13. Excavation & Hauling of buried debris, concrete and contaminated materials or contaminated soils.	
	14. Oil Tanks / Septic Tanks unless specifically requested.	
	15. No paving sidewalks or wheelchair ramps. Sidewalk restoration or street restoration.	
	16. No Hydro seeding or Bio-Retention	
	17. Traffic Control unless specifically requested including no parking, sidewalk and road closed signage.	
	18. Road Plates / Steel Sheets.	
	19. Shoring, erosion control and dust control unless specifically included.	
	20. Pipe TV or Video.	
	21. Road Sweeping,	
	22. All utility depth is estimated at 5' deep. If it is over 5', additional cost will be applied.	
	23. Unforeseen Circumstances.	
	24. In the event that an applicable authority subsequently requires modification or corrections in the work, or extra work to be performed by RWS beyond that is included in this proposal, the price shall be adjusted via change order. RWS is not responsible for any special inspections, analysis or reports which are not included in this proposal.	
	25. ROW Work - This proposal is specific to on-site work unless otherwise specified above.	
	26. Concrete cracking - All concrete cracks. RWS Construction will not be held responsible for cracked concrete upon completion of pour regardless when the cracks appear.	
	27. Ground conditions may require waiver to complete project if conditions are poor.	
	28. Discoloration of concrete - RWS will not be held responsible for any discoloration in concrete as all we do is place an order with a reputable supplier.	

SUBTOTAL	64,331.60
TAX	5,596.85
TOTAL	\$69,928.45

All Invoices are due upon receipt. Payments not received on the invoice due date will be revised to include a late fee charge of 2.5% of the total invoice value, and resent. Invoice total value will be updated as late fee's are applied. This process will reoccur on an 8 day cycle until the invoice has been paid in full.

Accepted By

Accepted Date

All Invoices are due upon receipt. Payments not received on the invoice due date will be revised to include a late fee charge of 2.5% of the total invoice value, and resent. Invoice total value will be updated as late fee's are applied. This process will reoccur on an 8 day cycle until the invoice has been paid in full.

CONSULTANT AGREEMENT (V1.23)	
PROJECT TITLE AND IDENTIFICATION NUMBER Sidewalk Project Tolt Ave Phase II 23-ToltII	WORK DESCRIPTION See Exhibit (Tolt Ave Phase II)
CONSULTANT RWS Construction	CONSULTANT CONTACT NAME, AND TELEPHONE NO. ⁴
FEDERAL I.D. NO. ⁵	BUDGET OR FUNDING SOURCE \$69,982.45
PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. ⁷ admin@rwspencer.com Issaquah, WA 98027 425-433-8597	MAXIMUM AMOUNT PAYABLE, IF ANY ⁸
COMPLETION DATE September 30 th , 2023	¹⁰ <input type="checkbox"/> Lump Sum <input type="checkbox"/> Cost Plus a Fixed Fee <input type="checkbox"/> Schedule Rate/Time and Materials <input checked="" type="checkbox"/> Time and Materials/Not to Exceed

THIS AGREEMENT is entered into on _____ between the City of Carnation, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 45 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall promptly make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY; this work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute as provided in Section 18. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT. Electronic versions of all work products shall be provided to the CITY in a format compatible with CITY software, except to the extent expressly waived in the attached exhibits. The provisions of this section are expressly subject to the provisions of Section 10.

7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity.

A. Indemnity for Non-Professional Services.

The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, employees and volunteers from and against any and all claims, injuries, losses, suits, costs or liability, including attorneys' fees (collectively, "Claims"), specifically including without limitation Claims resulting from injuries, sickness or death of employees of the CONSULTANT and/or damage to

property, arising out of or otherwise resulting from the acts, errors, or omissions of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that: The CONSULTANT's obligation to indemnify, defend and hold harmless shall not extend to Claims caused by or resulting from the sole willful misconduct or sole negligence of the City.

B. Indemnity for Professional Services. Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONSULTANT and the CITY, its officers, officials, employees, and volunteers, the CONSULTANT's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONSULTANT's negligence.

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

D. The CITY's acceptance or approval of any services or work product under this agreement shall not be deemed to reduce, abridge, limit or otherwise alter the CONSULTANT's obligations as set forth in this section, unless such intent is expressly stated in writing by the CITY.

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

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

A. Minimum Scope of Insurance

CONSULTANT 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 at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The CITY shall be named as an additional insured under the CONSULTANT's Commercial General Liability insurance policy with respect to the work performed for the CITY using an additional insured endorsement at least as broad as ISO CG 20 10 or CG 20 37.

3. Workers' Compensation coverage as required by the Industrial

Insurance laws of the State of Washington.

4. Professional Liability Professional liability insurance appropriate to the CONSULTANT's profession.

B. Minimum Amounts of Insurance

CONSULTANT 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.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

C. Other Insurance Provisions.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CITY will be named as an additional insured on the Commercial General Liability only. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement and prior to the performance of any work specified hereunder. The certificates of insurance shall cover the work specified in or performed under this agreement. The certificate and endorsement must be project and/or site specific.

D. Cancellation.

The CONSULTANT shall provide the CITY with written notice of any policy cancellation within two business days of its receipt of such notice. Any cancelled or non-renewed policy will be replaced with no coverage gap and a current Certificate of Insurance will be provided to the CITY. .

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

E. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VI.

F. No Limitation.

The CONSULTANT's maintenance of insurance as required by this agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or equity.

G. Failure to Maintain Insurance.

Failure on the part of the CONSULTANT to maintain the insurance as required shall constitute a material breach of contract, upon which the CITY may, after giving five business days notice to the CONSULTANT to correct the breach, immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the CITY on demand, or at the sole discretion of the CITY, offset against funds due the CONSULTANT from the CITY.

H. City Full Availability of Consultant Limits.

If the CONSULTANT maintains higher insurance limits than the minimums shown above, the CITY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONSULTANT, irrespective of whether such limits maintained by the CONSULTANT are greater than those required by this agreement or whether any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained by the CONSULTANT.

10. Records Retention and Disclosure. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose. The CONSULTANT shall also provide a complete electronic copy of all reports, plans, and specifications upon completion of the work or upon request of the CITY.

Separate from and additional to the foregoing, the CONSULTANT shall fully cooperate with and assist the CITY with respect to any request for public records received by the CITY and related to any public records generated, produced, created and/or possessed by the CONSULTANT and related to the services performed under this agreement. Upon written demand by the CITY, the CONSULTANT shall furnish the CITY with full and complete copies of any such records within five business days.

The CONSULTANT's failure to timely provide such records upon demand shall be deemed a

material breach of this agreement. To the extent that the CITY incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the CONSULTANT shall fully indemnify and hold harmless the CITY as set forth in Section 8.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

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

11. Notices. All notices required to be given by either party to the other under this agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it generally meets the requirements of this agreement, and for reviewing, monitoring and approving the general quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator. Provided, that nothing in this section shall be construed as altering the CONSULTANT'S duty of care or otherwise limiting, abridging, waiving or reducing the CONSULTANT'S obligations under this agreement.

13. Conflict Amongst Main Agreement and Attachments. In case of conflict between the Exhibits to this agreement and the portions of this agreement preceding the signature lines (Sections 1-22), the terms of Sections 1-22 shall prevail. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Sections 8 and 9 (prior to signature line) shall be null and void.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified in Box 3 on page 1. In the event that this agreement is terminated by the CITY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services satisfactorily performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any

customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any subconsultants approved by the CITY at the outset of this agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

17. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

18. Resolution of Disputes; Governing Law and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises out of or in connection with this agreement, including any question regarding its existence, enforceability, interpretation, or validity, the parties will, if practicable, meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversary proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the parties may resort to litigation. The exclusive venue for any litigation arising out this agreement shall be the King County Superior Court or the United States District Court for the Western District of Washington. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees.

19. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

20. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

21. Legal Compliance. In the performance of work under this agreement, the CONSULTANT shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to the CONSULTANT's business, equipment, and personnel engaged in operations covered by this agreement or accruing out of the performance of such operations. Without limitation of the foregoing, CONSULTANT expressly acknowledges that the City is a Washington municipality organized under the Optional Municipal Code of Title 35A RCW and the council-manager plan of government set forth at Chapter 35A.13 RCW. CONSULTANT shall perform its work, and conduct its relations with the City's staff and elected

officials, subject to and in accordance with the legal parameters established by the above-cited statutes and all other applicable state and federal laws.

22. Risk of Loss. The CONSULTANT shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the CONSULTANT's own risk, and the CONSULTANT shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CITY OF CARNATION:

By: _____

Title: _____

Ana Cortez, City Manager

ATTEST/AUTHENTICATED:

Lora Wilmes, City Clerk

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
COMPLETION SCHEDULE

EXHIBIT C
FEE SCHEDULE

EXHIBIT D
SUBCONSULTANT LIST



CARNATION CITY COUNCIL

AGENDA BILL

TITLE: A MOTION authorizing the City Manager to execute a contract with King County for the Overlay Capital Project in an amount not to exceed \$37,503.00.	Agenda Bill No.:	AB23-72
	Type of Action:	MOTION
	Origin: <i>(Council/Manager)</i>	City Manager
	Agenda Bill Author:	City Manager
EXHIBITS: <ul style="list-style-type: none"> Bid Authorization Form (Transportation Improvement Board) Bid Approval Letter (Transportation Improvement Board) Scope of Work (King County) Bid Pricing (King County) 	Date Submitted:	07-18-2023
	For Agenda of:	07-18-2023
	Expenditure Required:	\$37,503.00
	Amount Budgeted:	\$37,503.00
	Appropriation Required:	0

SUMMARY STATEMENT AND DISCUSSION:
 In 2021, the City was awarded funding from the Transportation Improvement Board for an Overlay Project. Myrtle Street, West Commercial Street, and West Bird Street will be a part of this project. This is a partnership with King County as part of their Pavement Preservation Project.

RECOMMENDED ACTION: I move to authorize the City Manager to execute a contract with King County for the Overlay Capital Project in an amount not to exceed \$37,503.00

LEGISLATIVE HISTORY:

ACTION TAKEN					
MOTION AS PROPOSED			MOTION AS AMENDED		
Motion made by:			Motion made by:		
Second by:			Second by:		
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Harris			Harris		
Burrell			Burrell		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

June 22, 2023

Ms. Ana Cortez
City Administrator
City of Carnation
Post Office Box 1238
Carnation, WA 98014-1238

Dear Ms. Cortez:

Based on your Updated Cost Estimate for the 2021 Overlay project, TIB # 2-P-801(003)-1, your authorized TIB funds are \$190,906, which reflects an increase of \$14,846.

You may now award the construction contract.

We would be happy to assist you with any questions. You can contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or via e-mail at GregA@TIB.wa.gov.

Sincerely,

Handwritten signature of Ashley Probart in black ink.

Ashley Probart
Executive Director



Transportation Improvement Board
Updated Cost Estimate

Form generated on 21 Jun 2023

Agency **CARNATION**
 TIB Project No **2-P-801(003)-1**
 Project Name 2021 Overlay - Multiple Locations

BID OPENING
 Submit form PRIOR to award of contract

Current TIB Commitment
 \$ 176,060

TOTAL COST ESTIMATE AT BID OPENING

DESIGN PHASE		CONSTRUCTION PHASE		
Design Engineering	Right of Way	Construction Engineering	Construction Other	Contract Amount
20,174		29,060	3,060	176,115
Phase Total	20,174	Phase Total		208,235
		Total Project Cost		228,409

Include a cost breakdown for Construction Other
 Paint and Thermo = \$3,060

DETERMINATION OF ELIGIBLE COST

Enter the current estimated totals for Landscaping and Other Noneligible Cost					
Engineering Over 30 Percent	Other Noneligible Cost	Total Landscaping Cost	Allowable Landscaping	Noneligible Landscaping	Total Noneligible Cost
0	12,000	0	0	0	12,000
Total Eligible Project Cost					216,409

Include a cost breakdown of Other Noneligible costs
 Minor Change = \$12,000

Change in Eligible Total Project Cost (Total Eligible Project Cost - Previous Phase Eligible Cost)	16,829
Calculated Total TIB funds	176,060

The maximum allowable TIB administrative increase can not exceed \$14,846

Requested Change	14,846
Requested Total TIB funds	190,906

Enter explanation for the change in Total Project Cost in the space below
 Actual cost were higher than original estimate

Based on the cost information shown above, the agency requests a TIB fund increase in the amount of \$14,846

FUNDING PARTNER PARTICIPATION

Update Funding Partner(s) and their current participation		
Funding Partners	Previous Commitment	Current Participation
TIB	176,060	190,906
CARNATION	23,520	37,503
WSDOT	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
TOTALS	\$199,580	\$228,409
Funding Partner Total is Correct		

- REQUIRED ATTACHMENTS**
- ▶ Submit BID TABULATIONS with Updated Cost Estimate
 - ▶ Submit construction consultant agreement with Updated Cost Estimate
 - ▶ Enter description & cost breakdown for work performed under Construction Other in cell B17
 - ▶ Include a cost breakdown of Other Noneligible costs in cell B24
 - ▶ Enter justification for COST INCREASE in cell B32

AGENCY OFFICIAL
 By my signature below, I certify the costs shown are true and correct and I am authorized to financially indebt the agency.

 Printed or Typed Name

 Title

 Signature & Date

REGISTERED ENGINEER
 I certify the bid tabulations are accurate and correct.

 Printed or Typed Name

 Signature & Date

CITY OF CARNATION - 2023 PAVEMENT PRESERVATION BID PRICING

LENGTH: 0.19 Miles						CITY OF CARNATION 2023								
ITEM NO.	TOTAL QUANTITY	UNIT	STD. ITEM NO.	SPEC SECTION	ITEM	Myrtle Street: House #31944 to Stossel Ave (0.04 mi)		W. Bird Street: 120' W of Tolt Ave to Stewart Ave (0.06 mi)		W. Commercial Street: Stewart Ave to W side of Stephens Ave (0.09 mi)		Sub- totals	LAKESIDE INDUSTRIES BID PRICING	TOTAL
PREPARATION														
1	1	L.S.		1-09.7	MOBILIZATION		\$ 1,370.00		\$ 2,050.00		\$ 3,080.00		\$6,500.00	\$ 6,500.00
11	1	L.S.			REMOVING PLASTIC TRAFFIC MARKING AND RAISED PAVEMENT MARKERS		\$ 60.00		\$ 60.00		\$ 80.00			\$ 200.00
GRADING														
12	0	C.Y.	0310	2-03	ROADWAY EXCAVATION INCL. HAUL	0	\$ -	0	\$ -	0	\$ -	0	\$255.00	\$ -
13	770	S.Y	0332	5-04.3(5)E	PAVEMENT REPAIR EXCAVATION INCL. HAUL	310	\$ 3,100.00	410	\$ 4,100.00	50	\$ 500.00	770	\$10.00	\$ 7,700.00
14	1,400	L.F.		SP 2-01.3(5)	SHOULDER PREPARATION	400	\$ 400.00	1,000	\$ 1,000.00	0	\$ -	1400	\$1.00	\$ 1,400.00
SURFACING														
15	45	TON	5120	SP 5-04.3(5)F	CRUSHED SURFACING TOP COURSE	10	\$ 600.00	30	\$ 1,800.00	5	\$ 300.00	45	\$60.00	\$ 2,700.00
HOT MIX ASPHALT														
16	2,780	S.Y.	5711	SP 5-04.3(14)	PLANING BITUMINOUS PAVEMENT	450	\$ 2,250.00	1,400	\$ 7,000.00	930	\$ 4,650.00	2780	\$5.00	\$ 13,900.00
17	200	TON	5717	SP 5-04.3(18)	HMA FOR PRELEVELING CL. 1/2 IN. PG 58H-22	40	\$ 4,160.00	90	\$ 9,360.00	70	\$ 7,280.00	200	\$104.00	\$ 20,800.00
18	100	TON	5739	5-04	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 58H-22	40	\$ 6,800.00	50	\$ 8,500.00	10	\$ 1,700.00	100	\$170.00	\$ 17,000.00
19	480	TON	5767	5-04	HMA CL. 1/2 IN. PG 58H-22	85	\$ 8,840.00	230	\$ 23,920.00	165	\$ 17,160.00	480	\$104.00	\$ 49,920.00
20	1	CALC.	5830	5-04.5(1)A	JOB MIX COMPLIANCE PRICE ADJUSTMENT		\$ 300.00		\$ 800.00		\$ 600.00			\$ 1,700.00
21	1	CALC.	5835	5-04.5(1)B	COMPACTION PRICE ADJUSTMENT		\$ 200.00		\$ 500.00		\$ 400.00			\$ 1,100.00
22	1	CALC.	5837	SP 5-04.5(1)C	ASPHALT COST PRICE ADJUSTMENT		\$ 200.00		\$ 400.00		\$ 300.00			\$ 900.00
EROSION CONTROL AND ROADSIDE PLANTING														
24	2	C.Y.	6391	8-01	TOP SOIL	0	\$ -	0	\$ -	2	\$ 300.00	2	\$150.00	\$ 300.00
25		EST.	6490	8-01	EROSION / WATER POLLUTION CONTROL		\$ 1,000.00		\$ 500.00		\$ 1,000.00			\$ 2,500.00
TRAFFIC														
31	1	L.S.		SP 1-10	PROJECT TEMPORARY TRAFFIC CONTROL		\$ 7,000.00		\$ 9,000.00		\$ 11,000.00		\$27,000.00	\$ 27,000.00
OTHER ITEMS														
40	1	EACH	7380		RAISE MONUMENT CASE AND COVER	0	\$ -	1	\$ 610.00	0	\$ -	1	\$610.00	\$ 610.00
41	3	EACH	3080	SP 7-05	RAISE MANHOLE	2	\$ 1,650.00	0	\$ -	1	\$ 825.00	3	\$825.00	\$ 2,475.00
42	1	EACH	6243	SP 7-12	RAISE WATER VALVE	0	\$ -	1	\$ 610.00	0	\$ -	1	\$610.00	\$ 610.00
43	2	EACH	3100	SP 7-05.3	RAISE CATCH BASIN	0	\$ -	2	\$ 1,650.00	0	\$ -	2	\$825.00	\$ 1,650.00
44	0	EACH			RAISE GAS VALVE	0	\$ -	0	\$ -	0	\$ -	0	\$610.00	\$ -
45	5,000	EST.		2-01.3(7)	ROADSIDE RESTORATION		\$ 2,000.00		\$ 1,500.00		\$ 1,500.00	0	\$5,000.00	\$ 5,000.00
46		CALC.	7728	1-04.4(1)	MINOR CHANGE		\$ 4,000.00		\$ 4,000.00		\$ 4,000.00		\$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							\$ 43,980.00		\$ 77,410.00		\$ 54,725.00			\$ 176,115.00
Contingency (10%)							\$ 4,398.00		\$ 7,741.00		\$ 5,473.00			\$ 17,612.00
Construction Management (15%)							\$ 7,257.00		\$ 12,773.00		\$ 9,030.00			\$ 29,060.00
County Force Work: Paint and Thermo								\$3,060.00						\$ 3,060.00
												TOTAL	\$ 225,847.00	

Discretionary CR-019

2023 Overlay

Scope of Work

The City requests King County Road Services Division to provide design, specifications, advertisement, construction and construction engineering and other matters pertinent to the inclusion of 1) Myrtle Street; 2) W. Bird Street; and 3) W. Commercial St. (limits of these locations are identified in the bid pricing sheet) for overlay as part of the King County 2023 Overlay Program (“Project”).

1. The City certifies to the County that the City owns the real property or right-of-way to be overlaid and additional real property or right-of-way is not needed.
2. The City agrees and has previously approved to pay for PS&E (plans, specifications, and estimate) costs consisting of on-site review, measurement and calculation of quantities of the City streets for the development of the engineer’s estimate. The City recognizes that these costs will be incurred by the County prior to authorization of the Form B.
3. The overlay preparation work for all the City streets on the list for overlay will be part of the Project. The preparation work may include: pre-leveling, square cut and patching, sub-grade compaction, etc. The City is responsible for any shoulder preparation/grading work.
4. The replacement and/or repair of any traffic loops, striping, RPMs, and other roadway appurtenances that are removed as required for the overlay shall be included as part of the Project.
5. The City is responsible for any ADA ramps required upgrades and are not included as part of this Project.

Indemnification re: ADA ramps

5.1 In approving the Overlay Form B, the County does not assume the liability or responsibility for or in any way release the City from any liability or responsibility the City has to comply with any applicable law, rule or regulation relating to persons with disabilities, including, but not limited to the Americans with Disabilities Act, 42 USC 12101 et, seq, ("Disability Law") which arises in whole or in part from the overlay of the City's streets that are the subject of the 2023 Overlay request CR-019. If any cause, claim, suit, action, or administrative proceeding is commenced regarding the City's duty to comply with an applicable Disability Law, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney’s fees.

5.2 The City shall indemnify and hold harmless the County, its officers, agents or employees, contractors or any of them, from any and all claims, actions, suits, liability, loss, cost, expenses and damages relating to compliance with an applicable Disability Law arising out of performing services pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole

cost and expense; provided, that the County retains the right to participate in such suit if any principle of government or public law is involved. If final judgment is rendered in said suit against the County, its officers, agents, or employees, or any of them, or jointly against the City and the County or their respective officers, agents or employees, or any of them, the City shall satisfy the same.

6. In the event the County's contractor uncovers any materials while doing work solely related to the completion of the City's portion of the Project that requires special handling and/or disposal under any local, state or federal laws or regulations (including, but not limited to, hazardous waste, dangerous waste, toxic waste or contaminated soil) the City will be responsible for all costs incurred in handling and/or disposing of such materials.
7. The City shall be responsible for all costs associated with the Project.
8. The City, not the County, shall be responsible for meeting all grant requirements, if applicable.
9. The City and the County shall follow the change order and communication protocol as outlined in the "Change Order" and "Overlay Communication Plan" attached hereto.

Change Order Process

- The City shall identify to the County within fifteen (15) calendar days of the verified bid tabulation date, those streets identified with exclusionary language, that are to be deleted from construction.
- The City streets not identified for exclusion within the fifteen (15) calendar days shall be included with the construction contract.
- The total cost of the City streets identified with exclusionary language shall not exceed 25% of the City's portion of the Project.
- During performance of the construction contract, the City shall notify the County, in writing, of any changes or additions it wishes to make in the plans and specification which affect the City's portion of the Project and the County will notify the City which changes or additions shall be made, if feasible. The City shall be liable for all costs increases, (including delays or impacts to the County's contractor) if any, which may be incurred on the Project.

Overlay Communication Plan

Pre-Construction Phase

- At or before the Pre-Con, the City will provide contact information including cell number, email, and fax number for at least 2 people involved with the overlay.
- The City **must** be represented at Pre-Construction Conference.
 - The County will review communication procedures between the County, Contractor and City at this time.
 - The City will direct the County for methodology for citizen inquiries and/or complaints.
- Contractor's schedule(s) will be distributed to the City as received by the County.
- The City will be responsible for all citizen and utility notification.
- The City will notify the Resident Engineer for additional service requests such as:
 - Mobile signage requests
 - Off duty officer requests
 - Additional Quality Control not specified in contract.
- The County will provide the cost estimate for additional services requested.

Construction Phase

- The Resident Engineer will check-in with the City at least once a month if scheduled work is more than a month away.
- The Resident Engineer will brief the City on progress/status approximately 1-2 weeks prior to work starting in the City.
- During construction in the City, the Inspector or the Resident Engineer will check in with the City daily.
 - The County will notify the City of all citizen contacts and disposition, either answered directly or referred to city staff.
- All changes requested during construction must be a written agreement signed by the City or an email authorizing the change.



CARNATION CITY COUNCIL AGENDA BILL

TITLE: A RESOLUTION to surplus approximately 2.65 acres of evacuation hill property, waive the independent fee appraisal, and authorize the City Manager to sign a purchase and sale agreement.	Agenda Bill No.:	AB23-73
	Type of Action:	RESOLUTION
	Origin: <i>(Council/Manager)</i>	City Manager
	Agenda Bill Author:	City Manager
EXHIBITS: <ul style="list-style-type: none"> • Purchase and sale agreement with legal description • Appraisal • Resolution 	Date Submitted:	07-18-23
	For Agenda of:	07-18-23
	Expenditure Required:	0
	Amount Budgeted:	N/A
	Appropriation Required:	N/A

SUMMARY STATEMENT AND DISCUSSION:

See attached purchase and sale agreement. Note: The attorney has reviewed and approved the purchase and sale agreement.

Per Planning Department: the proposed sale of real property is categorically exempt from the requirements of the State Environmental Policy Act (SEPA) pursuant to WAC 197-11-800(5)(b)

RECOMMENDED ACTION: I move to surplus approximately 2.65 acres of evacuation hill property, waive an independent fee appraisal and authorize the City Manager sign the purchase and sale agreement.

LEGISLATIVE HISTORY:

ACTION TAKEN					
MOTION AS PROPOSED			MOTION AS AMENDED		
Motion made by:			Motion made by:		
Second by:			Second by:		
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Harris			Harris		
Burrell			Burrell		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		



INVOICE

INVOICE NUMBER	
Grove	
DATE	
02/10/2023	
REFERENCE	
Internal Order #:	Grove
Lender Case #:	
Client File #:	
Main File # on form:	Grove
Other File # on form:	
Federal Tax ID:	
Employer ID:	

TO:

Andy & Heidi Grove
 33340 NE 50th PI
 Carnation, WA 98014

Telephone Number: 425-219-5735 Fax Number:
 Alternate Number: E-Mail: andy@atgrove.com

CREDIT POLICY - Please Help Preserve the Appraiser/Client Relationship

All invoices are due payable within 15 days of this invoice date. If payment is to be made out of escrow, an additional 15 days will be granted. If payment has not been received after 30 days of this invoice date, a recurring compounding finance charge of 3% per month will be accessed the unpaid balance. (See <http://apps.leg.wa.gov/RCW/default.aspx?cite=19.146.0201>) RCW 19.146.0201
 Loan originator, mortgage broker - Prohibitions - Requirements. It is a violation of this chapter for a loan originator, mortgage broker required to be licensed under this chapter to: (11) Fail to pay 3rd-party providers no later than 30 days after the recording of the loan closing documents or ninety days after completion of the 3rd-party service, whichever comes first, unless otherwise agreed or unless the 3rd-party service provider has been notified in writing that a bona fide dispute exists regarding the performance or quality of the 3rd-party service.)

DESCRIPTION	
Lender: Andy & Heidi Grove	Client: Andy & Heidi Grove
Purchaser/Borrower: Andy & Heidi Grove	
Property Address: 33015 NE 50th PI	
City: Carnation	
County: King	State: WA
	Zip: 98014
Legal Description: LOT W KING CO BOUNDARY LINE ADJUSTMENT NO L99L0045 REC NO 19990628900006 - BEING PORTION SW QTR & SE QTR STR	

FEES	AMOUNT
Land Appraisal	1,200.00
SUBTOTAL	1,200.00

PAYMENTS	AMOUNT
Check #: Date: Description: Paid With Check	1,200.00
Check #: Date: Description:	
Check #: Date: Description:	
SUBTOTAL	1,200.00

TOTAL DUE	\$ 0.00
------------------	----------------

Please Return This Portion With Your Payment

FROM:

Andy & Heidi Grove
 33340 NE 50th PI
 Carnation, WA 98014

Telephone Number: 425-219-5735 Fax Number:
 Alternate Number: E-Mail: andy@atgrove.com

AMOUNT DUE: \$ _____ 0
 AMOUNT ENCLOSED: \$ _____

TO:

Appraisal Source Northwest
 Appraisal Source Northwest
 12534 Kelly Rd NE
 Duvall, WA 98019-6504

INVOICE NUMBER	
Grove	
DATE	
02/10/2023	
REFERENCE	
Internal Order #:	Grove
Lender Case #:	
Client File #:	
Main File # on form:	Grove
Other File # on form:	
Federal Tax ID:	
Employer ID:	

APPRAISAL OF REAL PROPERTY

LOCATED AT:

33015 NE 50th PI
LOT W KING CO BOUNDARY LINE ADJUSTMENT NO L99L0045 REC NO 19990628900006 - BEING PORTION SW QT
Carnation, WA 98014

FOR:

Andy & Heidi Grove
33340 NE 50th PI
Carnation, WA 98014

AS OF:

02/03/2023

BY:

Rudy M Diligencia

LAND APPRAISAL REPORT

File No. Grove

IDENTIFICATION	Borrower <u>Andy & Heidi Grove</u>	Census Tract <u>0325.00</u>	Map Reference <u>42644</u>	
	Property Address <u>33015 NE 50th PI</u>			
	City <u>Carnation</u>	County <u>King</u>	State <u>WA</u>	Zip Code <u>98014</u>
	Legal Description <u>LOT W KING CO BOUNDARY LINE ADJUSTMENT NO L99L0045 REC NO 19990628900006 - BEING PORTION SW QTR & SE QTR STR 15-25-07</u>			
	Sale Price \$ <u>N/A</u>	Date of Sale <u>N/A</u>	Loan Term <u>N/A</u> yrs.	Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD
	Actual Real Estate Taxes \$ <u>314</u> (yr)	Loan charges to be paid by seller \$ <u>N/A</u>	Other sales concessions <u>N/A</u>	
Lender/Client <u>Andy & Heidi Grove</u>	Address <u>33340 NE 50th PI, Carnation, WA 98014</u>			
Occupant _____	Appraiser <u>Rudy M Diligencia</u>	Instructions to Appraiser <u>Market value for two acre portion of tax parcel #1525079012 that is adjacent to tax parcel #1525079079. Appraisal made subject to the two acre parcel subdivided.</u>		

NEIGHBORHOOD	Location	<input type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input checked="" type="checkbox"/> Rural	Employment Stability	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Avg.	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor	
	Built Up	<input type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Growth Rate	<input type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input type="checkbox"/> Steady	<input checked="" type="checkbox"/> Slow	Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Property Values	<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Declining	Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Oversupply	Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 4-6 Mos.	<input type="checkbox"/> Over 6 Mos.	Adequacy of Public Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	Present Land Use	<u>65%</u> 1 Family	<u>5%</u> 2-4 Family	<u>5%</u> Apts.	<u>0%</u> Condo	<u>5%</u> Commercial	Recreational Facilities	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely (*)	<input type="checkbox"/> Taking Place (*)		Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Predominant Occupancy	<input checked="" type="checkbox"/> From _____	<input type="checkbox"/> To _____			Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Single Family Price Range	<u>\$ 350,000</u> to <u>\$ 3,000,000</u>	Predominant Value \$ <u>800,000</u>			Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): See attached addendum.

SITE	Dimensions <u>460x640x450</u>	=	<u>2.65</u> Sq. Ft. or Acres	<input type="checkbox"/> Corner Lot	
	Zoning classification <u>RA10</u>	Present Improvements	<input type="checkbox"/> do	<input checked="" type="checkbox"/> do not conform to zoning regulations	
	Highest and best use	<input checked="" type="checkbox"/> Present use	<input type="checkbox"/> Other (specify)		
	Elec.	<input type="checkbox"/> Public	<input type="checkbox"/> Other (Describe)		
	Gas	<input type="checkbox"/> None	OFF SITE IMPROVEMENTS		
	Water	<input type="checkbox"/> None	Street Access	<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Private
	San. Sewer	<input type="checkbox"/> None	Surface	<u>Gravel/Recyl. Asphalt</u>	
		<input type="checkbox"/> Underground Elect. & Tel.	Maintenance	<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Private
			<input type="checkbox"/> Storm Sewer	<input type="checkbox"/> Curb/Gutter	
			<input type="checkbox"/> Sidewalk	<input type="checkbox"/> Street Lights	

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): Vacant land with potential driveway easement for access to parcel #1525079012. The lot is vacant and is made up of trees and local vegetation. The site slopes up from the street with some level areas. There are no observable site improvements or landscaping. The street leading to the subject lot is gravel and the subject lot is situated behind a private gate that is shared with one other neighbor. Electricity is located at the street. No public water available.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

MARKET DATA ANALYSIS	ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
	Address	<u>33015 NE 50th PI Carnation, WA 98014</u>	<u>35XXX NE 98th Way Carnation, WA 98014</u>	<u>33702 NE Lake Joy Rd Carnation, WA 98014</u>	<u>360XX NE 91st Way Carnation, WA 98014</u>
Proximity to Subject		<u>2.80 miles NE</u>	<u>4.28 miles N</u>	<u>2.82 miles NE</u>	
Sales Price	\$ <u>N/A</u>	\$ <u>425,000</u>	\$ <u>370,000</u>	\$ <u>352,000</u>	
Price	\$ <u>N/A</u>	\$ _____	\$ _____	\$ _____	
Data Source	<u>Inspection;King Co.</u>	<u>NWMLS#1873969;King Co.</u>	<u>NWMLS#1870093;King Co.</u>	<u>NWMLS#1850312;King Co.</u>	
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.
	<u>N/A</u>	<u>11/2022</u>		<u>06/2022</u>	<u>02/2022</u>
Location	<u>N;Rural;</u>	<u>N;Rural;</u>		<u>N;Rural;</u>	<u>N;Rural;</u>
Site/View	<u>2.65ac/Forest</u>	<u>20.00ac/Forest</u>	<u>-368,688</u>	<u>25.55ac/Forest</u>	<u>20.00ac/Forest</u>
Amenity	<u>Gravel Driveway</u>	<u>Gravel Driveway</u>		<u>Gravel Driveway</u>	<u>Gravel Driveway</u>
Utilities	<u>None</u>	<u>2xWells</u>	<u>-12,000</u>	<u>None</u>	<u>None</u>
Topography	<u>Slopes Up From St</u>	<u>Level With Street</u>		<u>Level With Street</u>	<u>Level With Street</u>
Days On Market	<u>N/A</u>	<u>105</u>		<u>496</u>	<u>57</u>
Sales or Financing Concessions	<u>N/A</u>	<u>ArmLth</u>		<u>ArmLth</u>	<u>ArmLth</u>
	<u>N/A</u>	<u>Conv;0</u>		<u>Cash;0</u>	<u>Conv;0</u>
Net Adj. (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ <u>-380,688</u>	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ <u>-305,360</u>
Indicated Value of Subject			\$ <u>44,312</u>		\$ <u>46,640</u>

Comments on Market Data: The comparable sales used are felt to be the best indicators of market value that area presently available. Land sales within the last 12 months have been used as they most clearly reflect the subject's amenities. Each of the comparable sales and the subject are valued as undeveloped building sites and are similar in utilitarian value.

Comments and Conditions of Appraisal: Only adjustments supported by market data were utilized. The estimated value is based upon present market values as indicated by the comparable sales used and sale prices reflect the as value for undeveloped land only. There are no other conditions to this valuation. Sales comparison approach best reflects market and is the basis for this valuation. This report conforms to the FIRREA Uniform Standards of Professional Practices.

Final Reconciliation: No time adjustment was made due to the difficulty estimating short term value changes in the market place. No definitive market study is available upon which to base short term growth. Although equal consideration was given to each of the comparable sales in determining the estimated market value, most weight was given to comparable #1, #3 & #4 as they are located within the Tolt Highlands.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF 02/03/2023 to be \$ 45,000

Rudy M Diligencia Did Did Not Physically Inspect Property
Appraiser(s) Review Appraiser (if applicable)

LAND APPRAISAL REPORT MARKET DATA ANALYSIS

File No. Grove

	ITEM	SUBJECT PROPERTY	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
MARKET DATA ANALYSIS	Address	33015 NE 50th Pl Carnation, WA 98014	347XX NE 82nd Pl Carnation, WA 98014					
	Proximity to Subject		2.27 miles NE					
	Sales Price	\$ N/A		\$ 390,000		\$		\$
	Price	\$ N/A		\$		\$		\$
	Data Source	Inspection;King Co.	NWMLS#1930161;King Co.					
	Date of sale and	DESCRIPTION	DESCRIPTION	+ (-)\$ Adjust.	DESCRIPTION	+ (-)\$ Adjust.	DESCRIPTION	+ (-)\$ Adjust.
	Time Adjustment	N/A	04/2022					
	Location	N;Rural;	N;Rural;					
	Site/View	2.65ac/Forest	20.00ac/Forest	-338,325				
	Amenity	Gravel Driveway	Gravel Driveway					
	Utilities	None	None					
	Topography	Slopes Up From St	Level With Street					
	Days On Market	N/A	50					
	Sales or Financing Concessions	N/A	ArmLth Conv;0					
	Net Adj. (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -338,325	<input type="checkbox"/> + <input type="checkbox"/> -	\$	<input type="checkbox"/> + <input type="checkbox"/> -	\$
Indicated Value of Subject			\$ 51,675		\$		\$	

COMMENTS	Comments:	See Appraisal report for Comments.

Supplemental Addendum

File No. Grove

Borrower	Andy & Heidi Grove						
Property Address	33015 NE 50th PI						
City	Carnation	County	King	State	WA	Zip Code	98014
Lender/Client	Andy & Heidi Grove						

Purpose Of The Appraisal

This property has been appraised to estimate the market value for a 2 acre portion of tax parcel #1525079012 for private purpose use only.

This appraisal report has been prepared for and is to be used solely by the client: Andy Grove & Heidi Grove for their exclusive benefit. It may not be used or relied upon by any other party. Any party who uses or relies upon any information in this report, without the preparer's written request, does so at their own risk.

Scope of the Work

Upon receiving the assignment of a land appraisal, the appraiser researched the market area and neighborhood. The appraiser determined he has the requisite education and experience to completely perform the appraisal assignment. The vacant land was inspected. The appraiser is not a home or environmental inspector. The appraiser provides an opinion of value. The appraisal does not guarantee that the property is free of environmental problems. A professional environmental inspection is recommended. Market data was then researched for the most similar, proximate and recent closed sales. Current competitive listings were investigated. Data sources included Realquest, county records and the Northwest Multiple Listings. Sales data have been confirmed from at least two sources. The comparables were inspected from the street. The best indicators of value were selected. The report was prepared and the value was estimated giving minimal consideration to the income approach, no consideration to the cost approach and by placing most emphasis on the comparison approach.

The appraiser has researched and analyzed market trends, local and regional influences, and has considered other significant factors known and/or made known to the appraiser, which are judged to be pertinent to the subject property as well as the comparable sales.

Market Conditions

Market conditions are declining and marketing/exposure time for vacant land is typically 0-6 months. Property values are declining in all value ranges. There is average demand for competing properties in the area. Both conventional and government financing is available in the subject's market area. General market conditions are declining at this time. NWMLS market analysis was utilized and shows a stable market for Area 550.

Carnation Neighborhood - Description

The subject is located in a rural area near the town of Carnation, in Northeast King County, approximately 5 miles (15 minutes driving distance) from downtown Carnation. The immediate subject neighborhood constitutes a high-end rural-suburban neighborhood, with private setting within the Tolt Highlands community. Homes within the Tolt Highlands neighborhood are subject to CCRs (covenants, codes & restrictions) and there is a monthly/yearly due to pay for road maintenance (recycled asphalt throughout the entire road system in this community). While a relatively high density of development and smaller lots are found within city limits, lots outside city limits are typically larger (1 to 40 acres), offering more privacy, as is the case with the subject. The town of Carnation shares public schools with the town of Duvall (Riverview school district). The middle school is located within the city Carnation while the high school is located within the city of Duvall. Both cities have separate elementary schools. Public school busing, is available to all educational facilities. The town of Carnation has basic commercial and shopping center amenities for the surrounding residential neighborhoods. Carnation is located along highway 203 (Duvall Carnation Highway). Carnation is situated on the Eastern edge of the Puget Sound metropolitan area approximately 30 miles East of downtown Seattle (40 minutes driving distance with no traffic). Carnation has the benefit of having open space and rural characteristics, while still being within commuting distance to commercial centers of larger cities. Recreational facilities in the area include: Tolt River - John MacDonald Park, The Blue Heron Golf Course and Remlinger Farms. The subject's neighborhood is considered to have typical demand where future marketability is considered to be satisfactory. Employment in the region is considered strong with the home offices of major employers for the region which include Microsoft Campuses, Costco Wholesale, Starbucks, Zillow, F5 Networks, Nintendo, Boeing and Amazon.com.

Highest and Best Use

The highest and best use of the subject property is vacant land. Because of the existing use and zoning, no alternate use is likely. The relevant legal, physical and economic factors were analyzed to the extent necessary and resulted in a conclusion that the current use of the subject property is of vacant land.

FEMA Comment

FEMA : 53033C0419H , Zone X. Zone X is an area that is determined to be outside the 100 and 500 year flood plains.

Site Comment

The site adjustment is representative of a what a typical buyer would be willing to pay for the site size differences in this market area and is based upon a market appeal difference of sales price to site size. It is the appraiser's opinion that the extracted land value of the comparable sales is what a typical buyer would be willing to pay for land.

Summary of Sales Comparison Approach

The proximity parameters were expanded as a means of finding sufficient sales due to the limited number vacant land sales available. All of the comparable sales utilized in this report are from the market area, are within 5.00 miles of the subject property and have sold within the last 12 months.

The site adjustment is representative of a what a typical buyer would be willing to pay for the site size differences in this market area and is based upon a market appeal difference of sales price to site size. Well amenity adjustment of \$12,000 for two existing wells.

Prior Sale/Transfer Comment

No prior sales/transfers to the subject within the last 36 months. No prior sales/transfers to the comparable sales within the last 12 months.

Final Reconciliation Of Value

Although consideration was given all the comparable sales most weight was given to comparable #1, #3 & #4 as these sales are located within the Tolt Highlands Community. Secondary consideration was given to comparable #2 as it has similar lot amenities and similar zoning as the subject.

Most weight was given to the comparison approach as the quality and quantity of data available from this approach was felt to be reliable and sufficient to analyze a market value for the subject property. For this reason and the reasons cited above, the appraiser chose to give the greatest weight to the value

Supplemental Addendum

File No. Grove

Borrower	Andy & Heidi Grove						
Property Address	33015 NE 50th PI						
City	Carnation	County	King	State	WA	Zip Code	98014
Lender/Client	Andy & Heidi Grove						

conclusion from the sales comparison approach. The Cost approach indicated no value conclusion as the subject is vacant land. There was plenty of comparable sales data by which to form a value conclusion. Since vacant land in the subject's neighborhood are generally not purchased and sold as investments or income producing properties, the income approach was not able to yield a reasonable indication of value. There was insufficient data to derive a credible value result from the income approach, thus it has been omitted from the report as neither applicable nor necessary to the formation of a credible value opinion.

Statement Of Limiting Conditions

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal assignment, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the client to evaluate the property that is the subject of this appraisal for private purpose transaction.

INTENDED USER: The intended user of this appraisal report is the client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
5. If the appraiser has based his or her appraisal report and valuation conclusion for an appraisal subject to certain conditions, it is assumed that the conditions will be met in a satisfactory manner.

Appraiser Certification

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property. I reported the site characteristics in factual, specific terms.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

Supplemental Addendum

File No. Grove

Borrower	Andy & Heidi Grove				
Property Address	33015 NE 50th PI				
City	Carnation	County	King	State	WA Zip Code 98014
Lender/Client	Andy & Heidi Grove				

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

10. I have knowledge and experience in appraising this type of property in this market area.

11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

19. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

20. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

21. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

22. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

23. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Subject Photos

Borrower	Andy & Heidi Grove						
Property Address	33015 NE 50th Pl						
City	Carnation	County	King	State	WA	Zip Code	98014
Lender/Client	Andy & Heidi Grove						



Street Verification



View Of Street From Tolt Highlands Rd



Street View & Private Gate



Street Opposite View



Front View From Street



Front View From Street

Subject Photos

Borrower	Andy & Heidi Grove						
Property Address	33015 NE 50th Pl						
City	Carnation	County	King	State	WA	Zip Code	98014
Lender/Client	Andy & Heidi Grove						



Front View From Street



Street View & Private Gate



Site View



Site View



Site View



Site View

Subject Photos

Borrower	Andy & Heidi Grove						
Property Address	33015 NE 50th Pl						
City	Carnation	County	King	State	WA	Zip Code	98014
Lender/Client	Andy & Heidi Grove						



Site View



Site View



Site View From Parcel #1525079079



Site View From Parcel #1525079079



Site View From Parcel #1525079079



Site View From Parcel #1525079079

Comparable Plats

Borrower	Andy & Heidi Grove			
Property Address	33015 NE 50th Pl			
City	Carnation	County	King	State WA Zip Code 98014
Lender/Client	Andy & Heidi Grove			



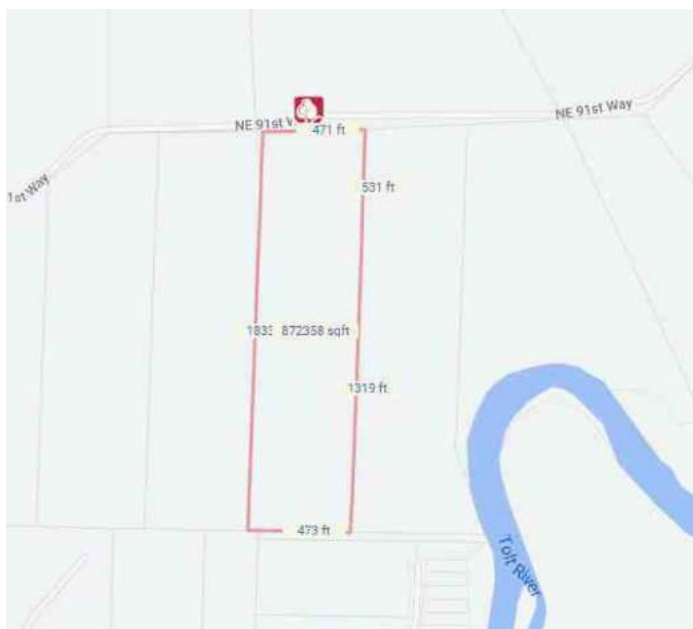
Comparable 1

35XXX NE 98th Way
 Prox. to Subject 2.80 miles NE
 Sale Price 425,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location N;Rural;
 View 20.00ac/Forest
 Site
 Quality
 Age



Comparable 2

33702 NE Lake Joy Rd
 Prox. to Subject 4.28 miles N
 Sale Price 370,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location N;Rural;
 View 25.55ac/Forest
 Site
 Quality
 Age

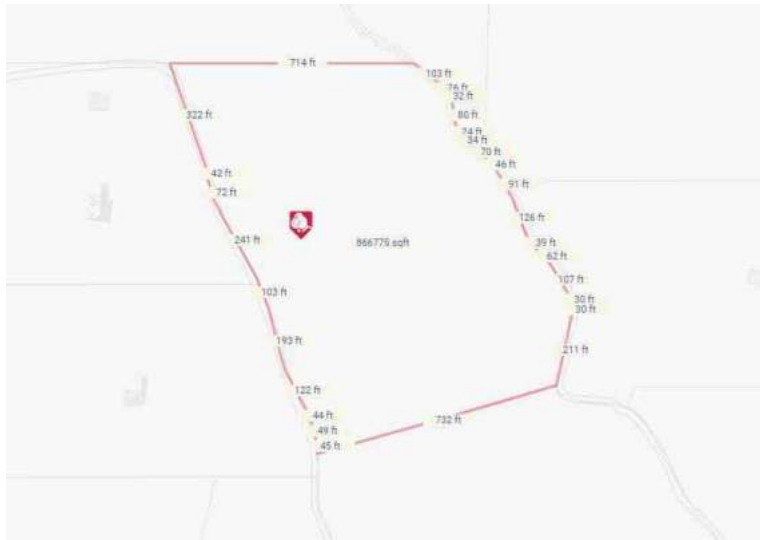


Comparable 3

360XX NE 91st Way
 Prox. to Subject 2.82 miles NE
 Sale Price 352,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location N;Rural;
 View 20.00ac/Forest
 Site
 Quality
 Age

Comparable Photo Page

Borrower	Andy & Heidi Grove			
Property Address	33015 NE 50th PI			
City	Carnation	County	King	State WA Zip Code 98014
Lender/Client	Andy & Heidi Grove			



Comparable 4

347XX NE 82nd PI
 Prox. to Subject 2.27 miles NE
 Sale Price 390,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location N;Rural;
 View 20.00ac/Forest
 Site
 Quality
 Age

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION:

The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

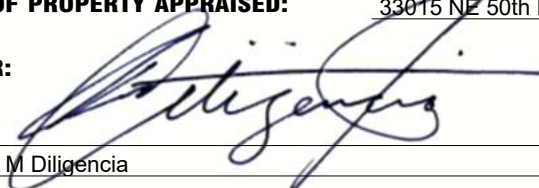
SUPERVISORY APPRAISER'S CERTIFICATION:

If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED:

33015 NE 50th Pl, Carnation, WA 98014

APPRAISER:

Signature: 
 Name: Rudy M Diligencia
 Date Signed: _____
 State Certification #: 1701962
 or State License #: _____
 State: WA
 Expiration Date of Certification or License: 03/18/2024

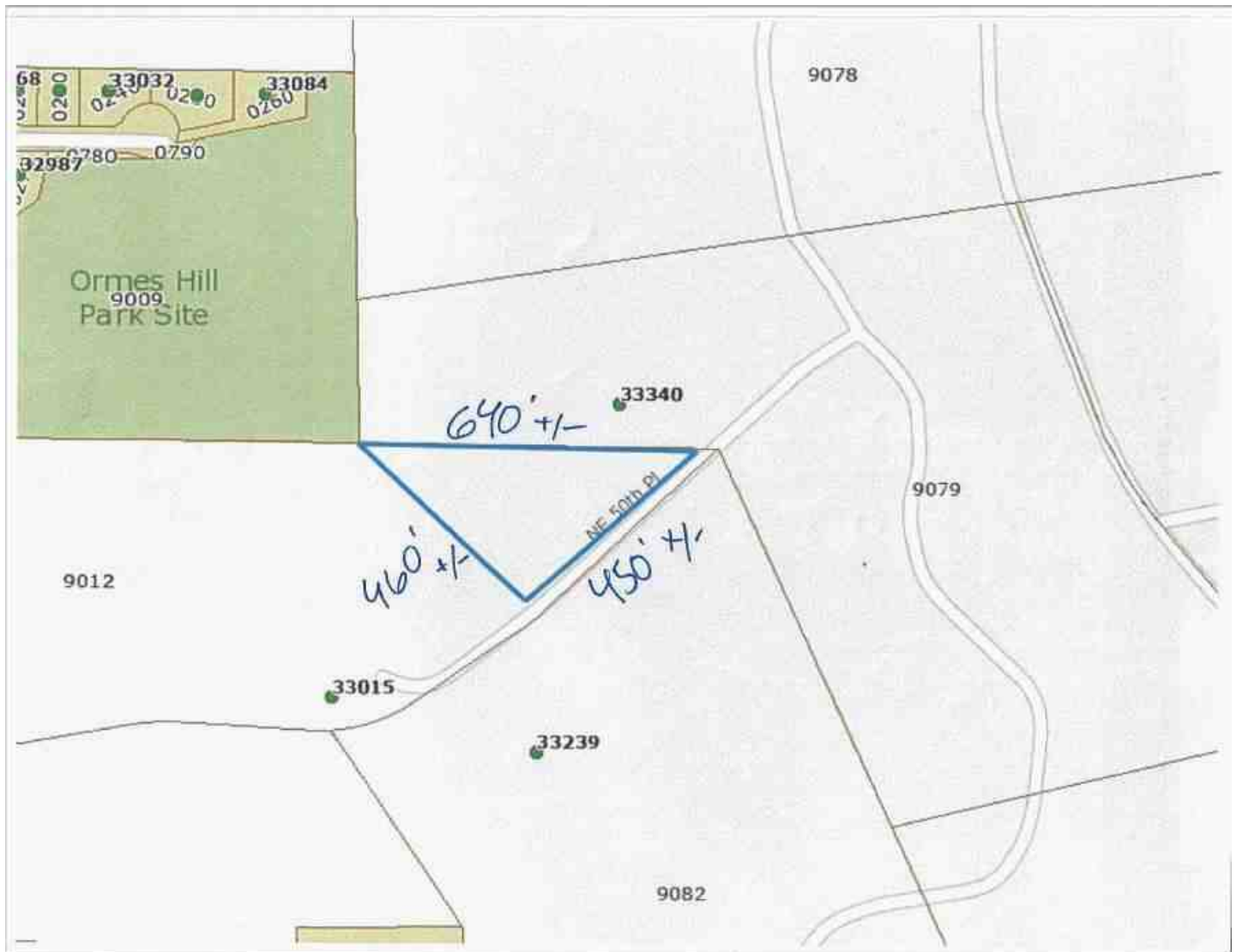
SUPERVISORY APPRAISER (only if required):

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____

Did Did Not Inspect Property

Plat Map

Borrower	Andy & Heidi Grove			
Property Address	33015 NE 50th Pl			
City	Carnation	County	King	State WA Zip Code 98014
Lender/Client	Andy & Heidi Grove			



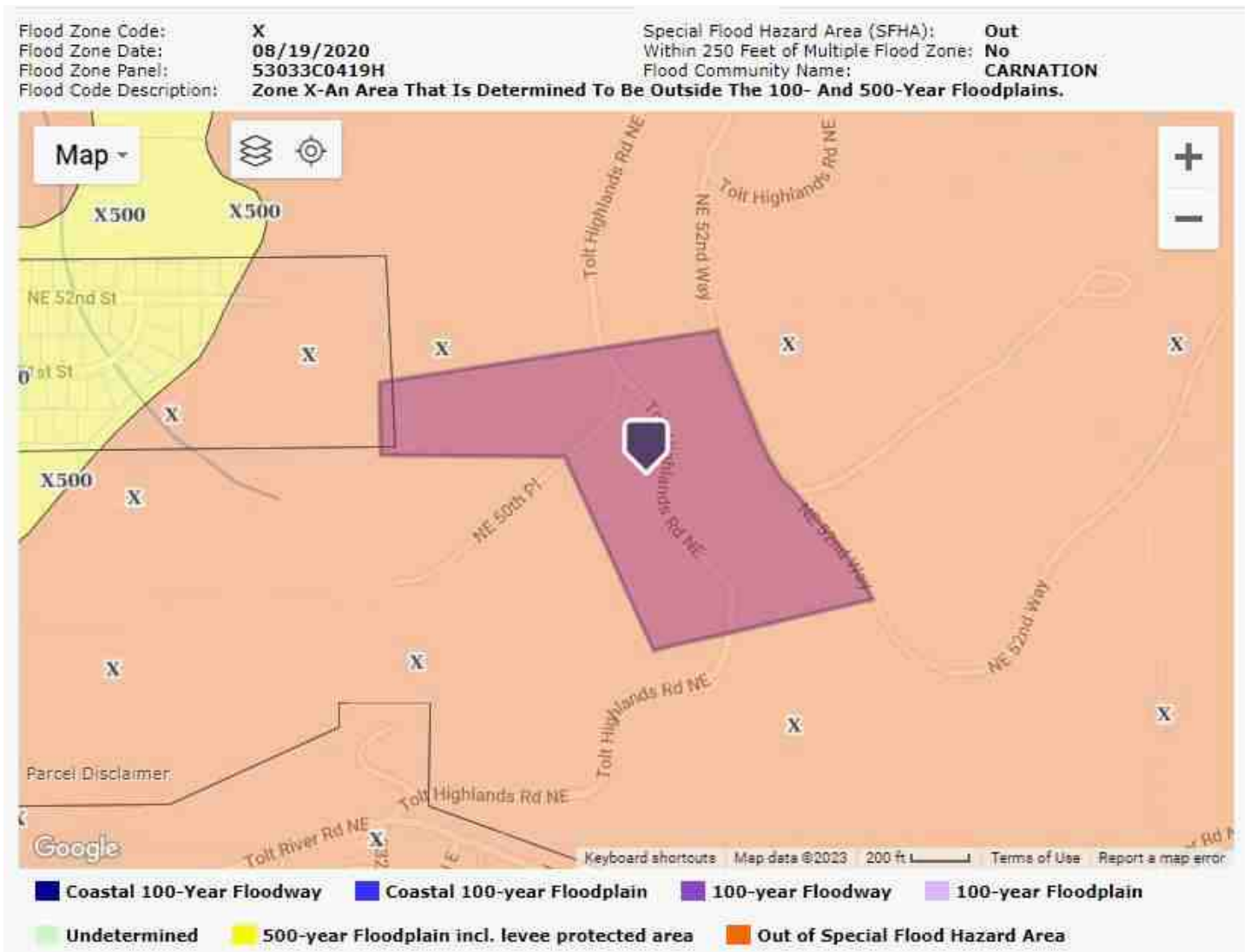
Aerial Map

Borrower	Andy & Heidi Grove				
Property Address	33015 NE 50th Pl				
City	Carnation	County	King	State	WA Zip Code 98014
Lender/Client	Andy & Heidi Grove				



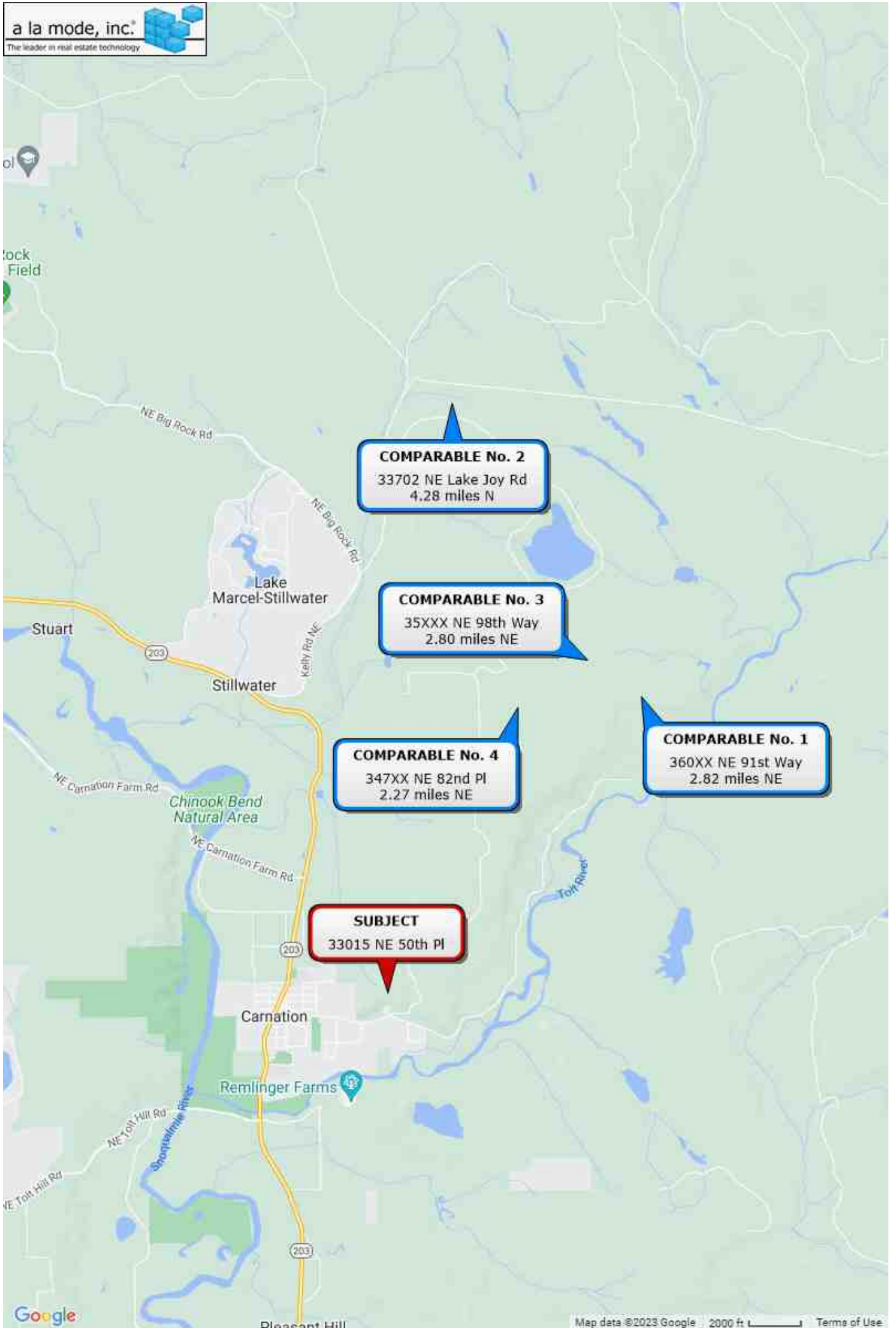
Flood Map

Borrower	Andy & Heidi Grove			
Property Address	33015 NE 50th Pl			
City	Carnation	County	King	State WA Zip Code 98014
Lender/Client	Andy & Heidi Grove			



Location Map

Borrower	Andy & Heidi Grove			
Property Address	33015 NE 50th Pl			
City	Carnation	County	King	State WA Zip Code 98014
Lender/Client	Andy & Heidi Grove			



Appraisal License

Borrower	Andy & Heidi Grove				
Property Address	33015 NE 50th Pl				
City	Carnation	County	King	State	WA Zip Code 98014
Lender/Client	Andy & Heidi Grove				

The license is a rectangular card with a decorative blue border. At the top left is the Seal of the State of Washington. The text reads: **STATE OF WASHINGTON**, DEPARTMENT OF LICENSING – BUSINESS AND PROFESSIONS DIVISION, THIS CERTIFIES THAT THE PERSON OR BUSINESS NAMED BELOW IS AUTHORIZED AS A **CERTIFIED RESIDENTIAL REAL ESTATE APPRAISER**. The licensee's name and address are: **RUDY MAMON DILIGENCIA**, 12405 NE 162nd St, Woodinville WA 98072-7971. The license number is 1701962, issued on 01/28/2005, and expires on 03/18/2024. The background features a scenic view of a mountain range and a body of water with a boat. The signature of Teresa Berntsen, Director, is on the right.

STATE OF WASHINGTON
DEPARTMENT OF LICENSING – BUSINESS AND PROFESSIONS DIVISION
THIS CERTIFIES THAT THE PERSON OR BUSINESS NAMED BELOW IS AUTHORIZED AS A
CERTIFIED RESIDENTIAL REAL ESTATE APPRAISER

RUDY MAMON DILIGENCIA
12405 NE 162nd St
Woodinville WA 98072-7971

1701962 01/28/2005 03/18/2024
License Number Issue Date Expiration Date

Teresa Berntsen
Teresa Berntsen, Director

E&O Insurance

Borrower	Andy & Heidi Grove						
Property Address	33015 NE 50th Pl						
City	Carnation	County	King	State	WA	Zip Code	98014
Lender/Client	Andy & Heidi Grove						



301 E. Fourth Street, Cincinnati, OH 45202

DECLARATIONS for REAL ESTATE APPRAISERS ERRORS & OMISSIONS INSURANCE POLICY

THIS IS BOTH A CLAIMS MADE AND REPORTED INSURANCE POLICY.

THIS POLICY APPLIES TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD.

Insurance is afforded by the company indicated below: (A capital stock corporation)

Great American Assurance Company

Note: The Insurance Company selected above shall herein be referred to as the **Company**.

Policy Number: **RAP3666092-22** Renewal of: **RAP3666092-21**

Program Administrator: **Herbert H. Landy Insurance Agency Inc.
100 River Ridge Drive, Suite 301 Norwood, MA 02062**

Item 1. **Named Insured:** Rudy M Diligencia

Item 2. **Address:** PO Box 12222
City, State, Zip Code: Mill Creek, WA 98021

Item 3. **Policy Period:** From 08/02/2022 To 08/02/2023
(Month, Day, Year) (Month, Day, Year)
(Both dates at 12:01 a.m. Standard Time at the address of the **Named Insured** as stated in Item 2.)

Item 4. **Limits of Liability:**

- A. \$ 1,000,000 Damages Limit of Liability - Each Claim
- B. \$ 1,000,000 Claim Expenses Limit of Liability - Each Claim
- C. \$ 2,000,000 Damages Limit of Liability - Policy Aggregate
- D. \$ 2,000,000 Claim Expenses Limit of Liability - Policy Aggregate

Item 5. **Deductible (Inclusive of Claim Expenses):**

- A. \$ 0.00 Each Claim
- B. \$ 0.00 Aggregate

Item 6. **Premium:** \$ 700.00

Item 7. **Retroactive Date (if applicable):** 03/04/2005

Item 8. **Forms, Notices and Endorsements attached:**

D42100 (03/15) D42300 WA (05/13) IL7324 (07/21)
D42402 (05/13) D42412 (03/17) D42413 (06/17) D42414 (08/19)

Authorized Representative

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is entered as of the last date of execution by the parties below (“Effective Date”), by and among ANDY GROVE and HEIDI GROVE, and the marital community comprised thereof (“Buyer”), and the CITY OF CARNATION (“Seller”) with regard to the following facts:

RECITALS

A. Buyer owns the real property located at 33340 NE 50th Place, Carnation, WA 98014, which is described as follows:

PARCEL A

PARCEL K, AS DELINEATED ON BOUNDARY LINE ADJUSTMENT NUMBER L01L0036 RECORDED UNDER RECORDING NUMBER 20010830900009 BEING A PORTION OF SECTION 15, TOWNSHIP 25 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN, AND SECTION 15, TOWNSHIP 25 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON,

TOGETHER WITH ALL EASEMENTS FOR INGRESS, EGRESS AND UTILITIES AS ESTABLISHED IN THAT CERTAIN DECLARATION OF EASEMENT AND COVENANTS FOR TOLT RIVER HIGHLANDS DATED APRIL 18, 1996 RECORDED APRIL 24, 1996 UNDER AUDITOR'S FILE NO 9604240876 RERECORDED MAY 14, 1996 UNDER AUDITOR'S FILE NO 9605140925,

TOGETHER WITH ALL EASEMENTS FOR INGRESS, EGRESS AND UTILITIES AS DELINEATED ON THE FACE OF THE SURVEYS RECORDED UNDER RECORDING NUMBERS 9401149006, AND TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS CREATED UNDER RECORDING NUMBER 9806292629.

Tax Parcel Number: 152507-9079-04

(the “Grove Property”).

B. Seller owns vacant real property adjacent to Buyer Property and located at 33015 NE 50th Place, Carnation, WA 98014, which is described as follows:

PARCEL W, AS DELINEATED ON BOUNDARY LINE ADJUSTMENT NUMBER L99L0045 RECORDED UNDER RECORDING NUMBER 19990628900006 BEING A PORTION OF SECTION 15, TOWNSHIP 25 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH ALL EASEMENTS FOR INGRESS, EGRESS AND UTILITIES AS ESTABLISHED IN THAT CERTAIN DECLARATION OF EASEMENT AND COVENANTS FOR TOLT RIVER HIGHLANDS DATED APRIL 18, 1996 RECORDED APRIL 24, 1996 UNDER AUDITOR'S FILE NO. 9604240876 RERECORDED MAY 14, 1996 UNDER AUDITOR'S FILE NO. 9605140925;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES RECORDED UNDER RECORDING NUMBER 20000317001747.

Tax Parcel No. 152507-9012-04

(the "City Property").

C. Seller wishes to sell, and Buyer wishes to buy, a portion of the City Property, which is approximately 2.65 acres and described below and on Exhibit A hereon, on the terms and conditions described below.

THAT PORTION OF LOT W, KING COUNTY BOUNDARY LINE ADJUSTMENT NUMBER L99L0045, RECORDED UNDER RECORDING NUMBER 19990628900006, RECORDS OF KING COUNTY WASHINGTON, BEING A PORTION OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 25 NORTH, RANGE 07 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE-DESCRIBED LOT:

THENCE S 47°24'51" W ALONG THE SOUTHEASTERLY LINE OF SAID LOT, A DISTANCE OF 459.15 FEET:

THENCE S 56°31'31" W ALONG SAID SOUTHERLY LINE, A DISTANCE OF 59.76 FEET:

THENCE N 35°06'06" W DEPARTING SAID SOUTHEASTERLY LINE, A DISTANCE OF 439.73 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT, ALSO BEING THE SOUTHWEST CORNER OF LOT K, OF KING COUNTY BOUNDARY LINE ADJUSTMENT NUMBER L01L0036, RECORDED UNDER RECORDING NUMBER 20010830900009, RECORDS OF KING COUNTY, WASHINGTON,

THENCE S 88°32'55" E ALONG SAID NORTHERLY LINE, A DISTANCE OF 641.06 FEET TO THE POINT OF BEGINNING.

(the "Subject Property").

AGREEMENT

In consideration of the mutual agreements contained herein, Buyer and Seller agree as follows:

ARTICLE I

TERMS OF SALE

1.1 Sale of the Subject Property. Subject to all terms and provisions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the following property:

(a) Land. Approximately 2.65 acres of the City Property described in Recital C and depicted in Exhibit A hereto (the “Land”). All existing easements on and to the Land for the benefit of the City and remainder of City Property shall be preserved and the sale of the land to Buyer shall be “subject to” the existing easements.

(b) Improvements. All improvements on the Land (collectively, “Improvements”), which include without limitation, all buildings and mechanical, electrical, heating, and plumbing fixtures, systems and equipment.

(c) Surveys, Plans and Studies. All occupancy certificates, site plans, surveys, soil studies, inspection reports, environmental assessments, architectural renderings, permits, as-built drawings, and other plans, diagrams or studies of any kind in Seller’s possession that relate to the Land or the Improvements (the “Surveys, Plans and Studies”) which are not restricted or confidential.

(d) Other. All other rights, privileges, easements, licenses, and appurtenances owned by Seller and in any way related to the items described above.

1.2 Purchase Price. The total Purchase Price for Seller’s Interest in the Subject Property is Forty-Five Thousand Dollars and No/100 (\$45,000.00), which shall be paid in cash at Closing.

1.3 Boundary Line Adjustment. As a condition of the sale, Buyer shall complete a boundary line adjustment to add the Subject Property to the Buyer Property. Buyer shall bear all costs and expenses associated with the boundary line adjustment, including but not limited to, survey fees, legal fees, or any other expenses. Buyer is to complete the boundary line adjustment within twelve (12) months from the execution of this Agreement.

1.4 Approval of City Counsel. Seller’s obligations under this Agreement are contingent upon the City Council deeming the Subject Property as surplus land, approving the sale, and authorizing the City Manager to execute this Agreement on behalf of the Seller.

ARTICLE II

TITLE INSURANCE

2.1 Title Commitment Waived. Buyer understands and acknowledges that a preliminary commitment for title insurance would disclose to Buyer any outstanding liens, encumbrances, encroachments, easements or other issues related to the Property. Subject to the Representations of Seller contained at Section 3.3 and considering that Buyer and Seller have owned the Property in common for a period of time, Buyer hereby waives any and all right to obtain, review, or object to a preliminary commitment for or a full policy of title insurance.

ARTICLE III

INFORMATION, REPRESENTATIONS AND WARRANTIES

3.1 Access and Information. Buyer acknowledges that he has been in possession of and is familiar with all aspects of the Property. Any and all documents available to Seller, including but not limited to Surveys, Plans and Studies, if any, are available to Buyer. Based on the foregoing, Buyer hereby waives any and all right to inspect the Property or to terminate this Agreement as a result of any condition currently existing at the Property or that could reasonably be detected by a full inspection of the same.

3.2 Property Purchase "AS-IS." Buyer purchases the Property AS IS, where is, and with all faults and defects, if any, and without any warranties from Seller, including warranties of merchantability and fitness for a particular purpose. Buyer expressly waives receipt of a seller's disclosure statement under RCW 64.06 *et seq.*, except as to environmental disclosures required by RCW 64.06.010(7).

3.3 Representations of Seller. Seller represents and warrants to Buyer (which representations shall be true when made and at Closing, and which shall survive Closing) as follows:

(a) Authority. Seller has full authority to sell Seller's Interest in the Property and to carry out the other provisions of this Agreement.

(b) No Brokers. Seller has hired no real estate agent or broker to represent it in this transaction, and no commission, finder's fee or other such fee is payable in connection herewith.

(c) No Legal Bar. Seller is not prohibited from consummating the transactions contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

(d) No Liens or Encumbrances. To the best of Seller's knowledge, there are no liens or encumbrances against the Property. Seller has not caused any liens or encumbrances to be recorded against the Property without Buyer's knowledge.

3.4 Buyer's Representations. Buyer represents and warrants to Seller (which representations shall be true when made and at Closing, and which shall survive Closing) as follows:

(a) Authority. Subject to the conditions set forth in Section 1.4, Buyer has full authority to purchase Seller's Interest in the Property and carry out the other provisions of this Agreement.

(b) Funds. Buyer has sufficient funds to pay the Purchase Price.

(c) No Legal Bar. Buyer is not prohibited from consummating the transactions contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

(d) No Brokers. Buyer has hired no real estate agent or broker to represent him in this transaction, and no commission, finder's fee or other such fee is payable in connection herewith. If Buyer becomes responsible for commissions or fees resulting from this transaction by his own accord, Buyer shall be solely responsible for payment of such commissions or fees.

(e) No Liens or Encumbrances. To the best of Buyer's knowledge, there are no liens or encumbrances against the Property. Buyer has not caused any liens or encumbrances to be recorded against the Property without Seller's knowledge.

3.5 Seller's Indemnity. Seller hereby agrees to indemnify, defend, protect by counsel acceptable to Buyer and hold harmless Buyer from and against any and all loss, cost, liability, damage, claim and/or expense including, without limitation, reasonable attorneys' fees and costs incurred by Buyer in connection with or arising from any breach by Seller of any of the representations and warranties made by Seller in Section 3.3 or in any other instrument delivered pursuant to this Agreement. The representations, warranties and indemnities set forth in this Agreement shall survive the execution and delivery of the deed described herein, without merger, and shall survive Closing.

3.6 Buyer's Indemnity. Buyer hereby agrees to indemnify, defend, protect by counsel acceptable to Seller and hold harmless Seller from and against any and all loss, cost, liability, damage, claim and/or expense including, without limitation, reasonable attorneys' fees and costs incurred by Seller in connection with or arising from any breach by Buyer of any of the representations and warranties made by Buyer in Section 3.4 or in any other instrument delivered pursuant to this Agreement. The representations, warranties and indemnities set forth in this Agreement shall survive the execution and delivery of the deed described herein, without merger, and shall survive Closing.

ARTICLE IV

CLOSING

4.1 Time and Place of Closing. Closing of this transaction ("Closing") shall take place at Socius Law Group, PLLC, 600 University Street, Suite 2510, Seattle, WA 98101

("Escrow Agent") or at such other place as the parties may agree at a mutually acceptable date and time, but in any event not later than 30 days after the completion of the boundary line adjustment.

4.2 Events of Closing. At Closing:

(a) Seller's Deliveries. Seller shall deliver to Buyer the following:

(1) Quit Claim Deed, duly executed by Seller and acknowledged, conveying to Buyer fee simple title to Seller's Interest in the Land and Improvements.

(2) All other Seller's documents necessary to close this transaction in accordance with this Agreement.

(b) Buyer's Deliveries. Buyer shall deliver to Seller the following:

(1) The purchase price consideration required pursuant to Section 1.2 above.

(2) All other Buyer's documents and funds necessary to close this transaction in accordance with this Agreement.

4.3 Property Expenses; Pro-Rations Waived. Buyer and Seller waive any obligation by Escrow Agent to pro-rate utilities and taxes. Buyer shall pay all expenses and income items, real and personal property taxes, utility charges, maintenance and service contracts, and all other operating income and expenses, if any are due, at Closing.

4.4 Closing Costs. Anticipated closing costs are real estate excise tax, escrow fee, and recording fees ("Closing Costs"). Buyer shall be solely responsible for all Closing Costs, including attorneys' fees incurred by the Escrow Agent.

4.4 Possession. Buyer shall take exclusive possession of the Property upon Closing. Seller shall provide Buyer with all keys, door openers, codes and other similar equipment pertaining to the Property upon Closing.

ARTICLE IV

DAMAGE AND CONDEMNATION

Seller agrees to give Buyer prompt notice of any fire or other casualty, or any actual or threatened taking or condemnation affecting any material part of the Property between the Effective Date and Closing, and in such event, Buyer may at its option terminate this Agreement by notice to Seller. If Buyer does not elect to terminate this Agreement, then Closing shall take place as provided herein without reduction in the purchase price, provided Seller shall assign to Buyer at Closing all of Seller's interest in and to all insurance proceeds or condemnation awards.

ARTICLE V

TERMINATION, DEFAULT AND REMEDIES

6.1 Termination. If Buyer is not able to complete the purchase in accordance with the terms of this Agreement by the Closing Date, this Agreement shall terminate.

6.2 Default. Either party shall be in default hereunder if any of such party's warranties or representations set forth herein are untrue or inaccurate in any material respect, or if such party fails to meet, comply with or perform any material covenant, agreement, or obligation required of them as and when required in this Agreement. In the event of a default, the nondefaulting party may, at their option, terminate this Agreement by written notice delivered to the other party at or prior to Closing. If either party fails to complete the sale of the Property in accordance with this Agreement or otherwise breaches this Agreement, such non-breaching party shall have all rights and remedies under law or in equity including specific performance.

ARTICLE VI

MISCELLANEOUS

7.1 Notices. All notices, demands, requests and other communication required or permitted hereunder shall be in writing, and shall be deemed delivered on the earlier of (i) three (3) days after posting of registered or certified mail, addressed to the addressee at its address set forth below (or at such other address as such party may have specified theretofore by notice delivered in accordance with this Section) or (ii) upon actual receipt by the addressee if delivered by hand or by messenger:

If to Seller: _____

If to Buyer: Andy Grove
33340 NE 50th Place
Carnation, WA 98014

With copy to: Adam R. Asher
Socius Law Group, PLLC
One Union Square
600 University, Suite 2510
Seattle, WA 98101

7.2 Governing Law; Venue. The laws of the State of Washington shall govern the validity, enforcement, and interpretation of this Agreement. Venue of any action to enforce or interpret this Agreement shall be in King County, Washington.

7.3 Integration; Modification; Waiver. This Agreement constitutes the complete and final expression of the agreement of the parties relating to the purchase and sale of the Property, and supersedes all previous contracts, agreement, and understandings of the parties, either oral or written, relating thereto. This Agreement cannot be modified, or any of the terms hereof waived, except by a written instrument (referring specifically to this Agreement) executed by the party against whom enforcement of the modification or waiver is sought.

7.4 Counterpart and Facsimile Execution. This Agreement may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed by all parties. Each signed counterpart shall be fully effective as an original and all signed counterparts together shall constitute one and the same instrument. Transmission of a signed original or copy of this Agreement by electronic transmission shall bind the signing party.

7.5 Time. Time is of the essence of this Agreement. If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday, the duration of such time period shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

7.6 Invalid Provisions. If any of the provisions of this Agreement, or the applicability of any provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and all other provisions and applications of this Agreement shall remain valid and enforceable.

7.7 Attorneys' Fees. If either party employs an attorney to enforce any of the provisions of, or to obtain relief for the breach of this Agreement, the nonprevailing party in any action agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith, including on appeal or in bankruptcy.

7.8 Binding Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective successors and assigns. This Agreement may not be assigned by either party without the consent of the other.

7.9 Representation By Counsel. Buyer and Seller each acknowledge and agree that they have had ample opportunity to review this Agreement and to seek advice of independent counsel as appropriate, and that they have executed this Agreement freely and voluntarily with the full understanding of its consequences.

7.10 Further Acts. In addition to the acts specifically required in this Agreement, Seller and Buyer agree to perform or cause to be performed at and after Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

7.13 Seller's Covenant. Seller covenants that from the date of this Agreement through Closing, Seller shall cooperate with Buyer, execute any and all applications or documents, and undertake all other reasonable acts to assist with Buyer's obligations under Section 3.4, except

that Seller shall incur no monetary obligation under this subsection. Seller shall return any documents requiring execution to Buyer within two (2) days of receipt. For each day Seller delays returning a document in excess of the initial two (2) days, the Closing date shall be extended by a commensurate number of days.

IN WITNESS WHEREOF the parties have duly executed this Agreement effective as of the last date of execution written below.

SELLER:

CITY OF CARNATION

By: _____

Its: _____

Date: _____

BUYER:

Andy Grove

Date: _____

Heidi Grove

Date: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CARNATION, WASHINGTON, DECLARING THE CITY-OWNED
REAL PROPERTY KNOWN AS AN APPROXIMATE 2.65
PORTION OF LOT W TO BE SURPLUS

WHEREAS, the City completed purchase of Tolt Highlands Lot ‘W’ from Weyerhaeuser, a 20.4-acre site adjacent to the north-eastern portion of the city limits in 2001; and

WHEREAS, this 20.4 acre site is commonly known as “Evacuation Hill” and was procured through funding from Seattle Public Utilities.

WHEREAS, the approximately 2.65 acres of that property is excess and not used and the City has no further need for the property

WHEREAS, an appraisal report for the property was prepared in February 2023 and;

WHEREAS, the City Council waives an independent fee appraisal and;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARNATION AS FOLLOWS:

- A. Section 1. Surplus Declaration. a portion of the City Property, which is approximately 2.65 acres and described below:
“That Portion Of Lot W, King County Boundary Line Adjustment Number L9910045, Recorded Under Recording Number 19990628900006, Records Of King County Washington, Being A Portion Of The Southwest Quarter And The Southeast Quarter Of Section 15, Township 25 North, Range 07 East, W.M., Described As Follows: Beginning At The Northeast Corner Of The Above-Described Lot: Thence S 47°24’51” W Along The Southeasterly Line Of Said Lot, A Distance Of 459.15 Feet: Thence S 56°31’31” W Along Said Southerly Line, A Distance Of 59.76 Feet: Thence N 35°06’06” W Departing Said Southeasterly Line, A Distance Of 439.73 Feet To A Point On The Northerly Line Of Said Lot, Also Being The Southwest Corner Of Lot K, Of King County Boundary Line Adjustment Number L0110036, Recorded Under Recording Number 20010830900009, Records Of King County, Washington,

Thence S 88°32'55" E Along Said Northerly Line, A Distance Of 641.06 Feet To The Point Of Beginning", is hereby declared to be surplus to the City's needs per Section 3.20.050 CMC.

Section 2. Duties of the City Manager. The City Manager is directed to negotiate and execute a purchase and sale agreement.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE _____ DAY OF _____, 2023.

CITY OF CARNATION

MAYOR, JIM RIBAIL

ATTEST/AUTHENTICATED:

CITY CLERK, LORA WILMES

RESOLUTION NO.:.....



CARNATION CITY COUNCIL

AGENDA BILL

<p>TITLE: A MOTION to amend the City’s Contract with Recology to reflect King County’s fixed annual charge for cities that utilize the County’s transfer stations.</p>	Agenda Bill No.:	AB23-74			
	Type of Action:	MOTION			
	Origin: <i>(Council/Manager)</i>	City Manager			
	Agenda Bill Author:	City Manager			
<p>EXHIBITS:</p> <ul style="list-style-type: none"> • Amendment #3 to Franchise Agreement • Attachment C: Rate Modifications 	Date Submitted:	07-18-23			
	For Agenda of:	07-18-23			
	Expenditure Required:	0			
	Amount Budgeted:	N/A			
	Appropriation Required:	N/A			
<p>SUMMARY STATEMENT AND DISCUSSION:</p> <p>King County approved a fixed annual charge for all cities who haul material to their transfer stations. The result of this is a requirement that the City amends the existing contract with Recology to allow this cost to be passed through to ratepayers. The process and procedure for allocating the costs would not change, just the chapter and verse as to where this new language fits into the existing contract. Recology will take the fixed amount of money that is owed to the County and allocate it to customers based on the volume of trash they produce.</p>					
<p>RECOMMENDED ACTION: I move to amend the City of Carnation’s contract with Recology to reflect King County’s fixed annual charge for cities that utilize the County’s transfer stations.</p>					
<p>LEGISLATIVE HISTORY:</p>					
<p>ACTION TAKEN</p>					
<p>MOTION AS PROPOSED</p>		<p>MOTION AS AMENDED</p>			
Motion made by:		Motion made by:			
Second by:		Second by:			
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Harris			Harris		
Burrell			Burrell		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

AMENDMENT #3
TO COMPREHENSIVE GARBAGE, RECYCLABLES AND YARD
DEBRISCOLLECTION CONTRACT
BETWEEN THE CITY OF
CARNATION AND
RECOLOGY KING COUNTY, INC.

This Amendment #3 to Comprehensive Garbage, Recyclables and Yard Debris Collection Agreement (the "Amendment") is entered into as of _____, 2023 by and between the City of Carnation, a Washington municipal corporation ("City"), and Recology King County, Inc., a Washington corporation ("Contractor").

WHEREAS, City and Contractor are parties to a Comprehensive Garbage, Recyclables and Yard Debris Collection Contract dated October 24, 2012 (the "Contract"); and

WHEREAS, Section 3.3.2 of the Agreement provides for periodic Customer rate adjustments due to changes in King County disposal charges, with the intention that increases or decreases in those disposal charges shall be "passed through" to Customers without additional or reduced profit to the Contractor; and

WHEREAS, King County has revised their disposal charge rate structure, which will require a modification of how disposal charges are included in Customer rates and the methodology for rate adjustments resulting from changes to the disposal charges over the term of the Contract; and

WHEREAS, the City and Contractor wish to revise the Contract to address the King County disposal charge modifications.

NOW, THEREFORE, inconsideration of these mutual benefits and promises, the parties hereby agree as follows:

1. Effective Date. This Amendment shall take effect upon execution of both parties.
2. Addition of Certain Definitions. The "Definitions" section shall be amended to add the following definitions:

Fixed Annual Charge: The term "Fixed Annual Charge" means the amount of the annual County-wide fixed annual charge that the County has calculated is allocable to the City Service Area and owed by Contractor to fund certain elements of the County's disposal system, in accordance with King County Code 10.12.021(B), as amended. Beginning January 1, 2024, Contractor's Customer charges shall include a Fixed Annual Charge component that shall be calculated in accordance with this Agreement and Contractor's receipts of the Fixed Annual Charge component, less the Franchise Fee and excise tax on the Franchise Fee that are included in the Fixed Annual Charge component, shall be used by Contractor to satisfy its obligations to County for payment of the Fixed Annual Charge. As of the date hereof, it is the parties understanding that the

Fixed Annual Charge will be published by the County no later than September 1 of each calendar year and it is the parties' intent that Contractor shall be entitled to (a) collect from its customers under this Agreement all disposal fees and related charges payable by Contractor to County with respect to the services provided by Contractor hereunder, including but not limited to all per-ton disposal fees (Tipping Fees) and all annual Fixed Annual Charge payments, and (b) collect all such amounts from its customers under this Agreement during the term of this Agreement. In the event that either the County modifies its procedures for calculating or publishing the Fixed Annual Charge or the Contractor requests modifications to the methodology set forth in Section 4.3.2 to address undue administrative burdens, the parties agree to amend this Agreement as needed to accomplish this intent.

Tipping Fee: the term "Tipping Fee" means the per-ton disposal fee assessed on the Contractor by the County for Garbage delivered to County disposal facilities.

3. **Amendment to Section 2.3.3 (Billing Responsibilities)**. Section 2.3.3 of the Contract is hereby amended to add the following:

- Annually forecasting rate modifications needed to collect the Fixed Annual Charge component from Customers, remitting the proportionate amount of the County Fixed Annual Charge to the County monthly, and reconciling and reporting the aggregate Fixed Annual Charge component collected from Customers with amounts billed by County to Contractor.

The Contractor shall track the aggregate Fixed Annual Charge component received by Contractor from Customer receipts. Contractor's application for an adjustment in rates to become effective January 1, 2025 shall include the total receipts for the Fixed Annual Charge component actually received from Customers during January 1 to August 31, 2024 less the City's Franchise Fee plus excise tax on the Franchise Fee from that amount plus a reasonable forecast of the Fixed Annual Charge Contractor anticipates receiving from Customers from September 1 to December 31, 2024. The resulting value shall be compared to the County Fixed Annual Charge owed by Contractor to the County for calendar year 2024. The differential between those two amounts referenced in the preceding sentence shall represent the amount of any overpayment or underpayment which shall be subtracted or added to the subsequent year's aggregate Fixed Annual Charge component to be included in the Customer rates beginning January 1, 2025.

4. **Amendment to Section 2.3.4.1 (Monthly Reports)**. Section 2.3.4.1 shall be amended to add the following directly after subsection (10).

"(11) Total billed revenue, aggregate Fixed Annual Charge component collected with Franchise Fee and excise tax on Franchise fee removed, and the Fixed Annual Charge payments made to the County."

5. **Amendment to Section 3.3.2 (Periodic Adjustments)**. Section 3.3.2 shall be retitled "Changes in Garbage Disposal Fees & Charges" and amended in its entirety as follows:

"Effective January 1, 2024, disposal fees shall include a Tipping Fee component and a Fixed Annual Charge component and Attachment B shall be amended by renaming the column "Disposal Fee" to "Tipping Fee" and adding a new "Fixed Annual Charge" column, with the values calculated using the methodology set forth below.

Adjustments shall be made to the Tipping Fee component and Fixed Annual Charge component of Customer charges contained in Attachment B to reflect increases or decreases in the Tipping Fee or Fixed Annual Charge charged by County.

In the event of a change in the Tipping Fees, the Tipping Fee component of each Customer charge shall be adjusted by the percentage increase or decrease in the County Tipping Fee.

The amount of each year's Fixed Annual Charge is to be provided by the County to the City and Contractor no later than September 1st of the year preceding in which the Fixed Annual Charge is to take effect. The City's Franchise Fee plus excise tax on the Franchise Fee shall be added to the Fixed Annual Charge component of the rate annually. The aggregate value of the Fixed Annual Charge component to be included in Customer rates beginning January 1, 2024 shall be equal to the amount published by the County. The aggregate value of the Fixed Annual Charge component to be included in Customer rates charged by Contractor under this Agreement for the period beginning January 1, 2025 and ending August 31, 2025 shall be seventy-five percent (75%) of the amount published by County that is applicable to the calendar year 2025, plus the applicable Franchise Fee and excise tax on Franchise Fee, and further modified by any overpayment or underpayment calculated pursuant to Section 2.3.3. The Fixed Annual Charge component of the Customer charges shall be applied to all regular Garbage services and Garbage Drop-Box services, but shall not apply to Bulky Waste, Extra Units, temporary Detachable Container, Recyclables, or Compostables services. This component shall be allocated among applicable Customer rates and calculated annually as a proportion of monthly Container volume for the current Customer counts.

In the final year of the Contract, the Fixed Annual Charge component included in Customer charges shall be increased by a percentage to be mutually determined by the Contractor and City over and above what is required to be collected by Contractor to satisfy payment of the County's Fixed Annual Charge in order to avoid underpayment by Customers of an amount equal to at least the Fixed Annual Charge assessed on Contractor plus the applicable Franchise Fee and excise tax on the Franchise Fee. Any overpayment by Customers to Contractor of the Fixed Annual Charge component that exceeds amounts required to be paid by Contractor to satisfy its payment obligations of the Fixed Annual Charge, Franchise Fee, and excise tax on Franchise Fee at the end of the Contract shall be paid to the City.

In the event Contractor is assessed by County for any payments of any amount of fixed annual charge after the termination of this Agreement and if Contractor is no longer providing Collection services in City, City shall and shall cause the subsequent contractor to request that the County correct the billing and have such assessments redirected to the subsequent contractor as the billing entity for such payments. If this request is unsuccessful, then City shall or shall cause the subsequent contractor to remit payment to County for any invoices issued by County for the fixed annual charge relating to periods after the term of this Agreement. This paragraph shall survive the termination of this Agreement.

Adjustments to the Contractor's Tipping Fee component and Fixed Annual Charge component on rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments. Specific examples of rate modifications due to changes in Consumer Price Index, Tipping Fee, and Fixed Annual Charge are provided in Attachment D."

6. **Attachment C (Rate Modification Example)**. Attachment C of the Contract is hereby replaced in its entirety with Attachment C hereto.
7. Except as expressly modified by this Amendment, all terms and conditions of the Contract shall remain unchanged and in full force and effect. Capitalized terms used but not defined herein shall have the meanings given to them in the Contract. All references in this Amendment to Articles, Sections and Exhibits refer to articles, sections and exhibits of the Contract.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Amendment as of the date first written above.

CITY OF CARNATION

RECOLOGY KING COUNTY, INC.

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Attachment C: Rate Modification Examples

The Customer charges in Attachment B shall be adjusted annually and are comprised of three separate components: the Service component, Tipping Fee component, and Fixed Annual Charge component. The Service component and Tipping Fee component shall produce the Customer rate and the Fixed Annual Charge shall be listed separately. The Customer charges shall also be adjusted if there is a change to the City's Franchise Fee or Washington State excise tax or any other adjustment to compensation made pursuant to Article 4 of the Contract.

Service component. The service component of the Customer charges shall be adjusted annually to reflect the CPI change as described below. The City's Franchise Fee is embedded in the service component of the rate.

Tipping Fee component. The Tipping Fee component of the Customer charges shall be adjusted by the percentage increase or decrease in the County Tipping Fee. Any increase or decrease shall not become effective until the new Tipping Fee becomes effective and are actually charged to the Contractor. The City's Franchise Fee plus excise tax on the Franchise Fee is embedded in the Tipping Fee component of the rate.

Fixed Annual Charge component. The Fixed Annual Charge component of the Customer charges shall be applied to all regular Garbage services and Garbage Drop-Box services. The amount of each year's Fixed Annual Charge is to be provided by the County to the City and Contractor no later than September 1st of the year preceding in which the Fixed Annual Charge is to take effect. This new Fixed Annual Charge shall be adjusted by adding or subtracting, as appropriate, any underpayment or overpayment collected from Customers from the prior September 1 to August 31 period. This component shall be calculated annually as a proportion of monthly Container volume for the current Customer counts. The City's Franchise Fee plus excise tax on the Franchise Fee is embedded in the Fixed Annual Charge component of the rate annually.

Formulas for adjustments of the service component, Tipping fee component, and Fixed Annual Charge component are provided below. Adjustments to the Contractor's disposal fees and charges on rates shall be made in units of one cent (\$0.01).

For example, as of January 1, 2024, a 35-gallon Cart has a Customer rate of \$18.26 per month where \$5.93 is the Tipping Fee component and \$12.33 is the Service component. \$1.02 is the Fixed Annual Charge component including the Franchise Fee and excise tax on the Franchise Fee. The current (2024) Tipping Fee is \$150.63 and increases to \$165.09 per ton starting on January 1, 2025. The new (2025) County Fixed Annual Charge is \$320,000 with \$5,000 previously underpaid by Customers to the Contractor. Currently there are 180,000 cubic yards of garbage calculated from current container counts. The previous CPI is 100.0 and the new CPI is 108.0. The current City Franchise Fee is 2.3% and the Washington State excise tax is 1.75%.

Symbol	Current Customer Rate Description	Example	Calculation
TFC _{OLD}	Current Tipping Fee Component of Customer Rate	\$5.93	-
SC _{OLD}	Current Service Component of Customer Rate	\$12.33	-
CR _{OLD}	Current Customer Rate	\$18.26	= TFC _{OLD} + SC _{OLD}

Symbol	Tipping Fee Component Description	Example	Calculation
TF _{OLD}	Current King County Garbage Tipping Fee	\$150.63	-
TF _{NEW}	New King County Garbage Tipping Fee	\$165.09	-
TF%	Garbage Tipping Fee Adjustment	9.60%	= (TF _{NEW} - TF _{OLD}) / TF _{OLD}

Symbol	Service Component Description	Value	Calculation
CPI _{OLD}	Previous CPI	100.0	-
CPI _{NEW}	Current CPI	108.0	-
CPI%	CPI Adjustment	6.4%	= 0.8 * (CPI _{NEW} - CPI _{OLD}) / CPI _{OLD}

Symbol	New Customer Rate Description	Example	Calculation
TFC _{NEW}	New Tipping Fee Component of Customer Rate	\$6.49	= TFC _{OLD} * (1 + TF%)
SC _{NEW}	New Service Component of Customer Rate	\$13.11	= SC _{OLD} * (1 + CPI%)
CR _{NEW}	New Customer Rate	\$19.60	= TFC _{NEW} + SC _{NEW}

Symbol	Fixed Annual Charge Description	Example	Calculation
FAC _{OLD}	Current County Fixed Annual Charge (FAC)	\$315,000	For Previous September - August Time Period
FAC _{AGG}	Previous Aggregate FAC Components	\$310,000	= ∑ Previous September - August FAC Components (<i>Without Franchise Fee or Excise Tax on Franchise Fee</i>)
FAC _{O/U}	FAC Overpayment/Underpayment from prior year	-\$5,000	= FAC _{AGG} - FAC _{OLD}
FAC _{NEW}	New County FAC	\$320,000	-
FAC _{MU%}	FAC Mark-Up	2.0%	Mark-up percentage determined by City and Hauler for last year of contract (2025) to ensure enough FAC is collected
FAC _{TRG}	New Target FAC	\$331,500	= FAC _{NEW} - FAC _{O/U}

Symbol	Fixed Annual Charge Component Description	Example	Calculation
GV	Annual Garbage Container Volume (Cubic Yards)	180,000	$= \sum (\text{Monthly Garbage Container Volume}) * 12$
FAC _{GV}	Monthly Target FAC per Cubic Yard of Garbage (with Franchise Fee and Excise Tax on Franchise Fee)	\$1.88	$= (\text{FAC}_{\text{TRG}} / \text{GV}) * (1 + \text{FF} + (\text{FF} * \text{ET}))$
FACC _{NEW}	New Fixed Annual Charge Component	\$1.35	$= (\text{Monthly Garbage Container Volume}) * \text{FAC}_{\text{GV}}$

	Tax & Fee Elements	Value	Calculation
FF	Current City Franchise Fee	2.3%	-
ET	Current Excise Tax	1.75%	-

Based upon the calculations above, the new Customer rate as of January 1, 2025 for one 35-gallon Cart is \$19.60 per month where \$6.49 is the Tipping Fee component and \$13.11 is the service component. The Fixed Annual Charge component is \$1.35.

CITY OF CARNATION



OFFICIAL PROCLAMATION

Whereas, On June 29th, 2023, Daniel Enciso of Legado Painting made a tremendous contribution to the City by painting the exterior of City Hall at no cost; and

Whereas, Enciso is an active member of the Carnation Community, serving as the Vice President of the Carnation Chamber of Commerce and as a member of the City's Parks and Planning Board; and

Whereas, Enciso is an outstanding volunteer, providing his time at the Senior Center and various clean-up events; and

Whereas, At Carnation Elementary, Enciso volunteered as an interpreter for parent-teacher conferences, and worked with students both in the classroom and during recess; and

Whereas, Enciso is an accomplished musician, performing at the Carnation Block Party in 2023; and

Whereas, City Council and Staff want to show their thanks and appreciation for Enciso's acts of service throughout the years.

Now, Therefore, we, the City Council of the City of Carnation, King County, Washington, do hereby proclaim

June 29th as Daniel Enciso Day

in the City of Carnation.

Approved this 18th day of July 2023

Mayor Jim Ribail

CAPITAL IMPROVEMENT PROGRAMS FISCAL YEAR 2024



CONTENTS

PARKS

Valley Memorial Park	4
River's Edge Park	5
Tolt Commons	6
City-Wide	7
Cemetery-Columbarium	8

PUBLIC FACILITIES

Community Space Phase I	10
Public Works Yard Phase II	11

SEWER

STORMWATER

E. Bird St. Reconstruction	14
W. Rutherford St. Reconstruction	15
E. Entwistle / NE 45th St. Sidewalk	16

WATER

Brumbaugh Water Main	18
SR-203 WSDOT Culvert	19
KC County Park Trail	20
2025 Water Comp Plan	21
Alley J	22

TRANSPORTATION

Larson Ave Connector	24
E. Reitz Reconstruction	25
E. Bird St. Reconstruction	26
W. Rutherford St. Reconstruction	27
Stossel Ave. Overlay	28
Regan Glen Cul-de-Sacs Overlay	29
Preventative Street Repair & Maintenance	30
McKinley Ave. Sidewalk	31
E Entwistle / NE 45th Sidewalk	32



Parks Capital Improvement Projects 2024

Prepared June 2023 by
Municipal Intern Kati Fulton
& CIP Manager Lora Wilmes





CITY OF CARNATION CAPITAL IMPROVEMENTS PROGRAM FISCAL YEAR 2024

www.carnationwa.gov

PROJECT DESCRIPTION

Parks CIP

Valley Memorial Park

Neighborhood Park Classification

PLAN OF ACTION

Valley Memorial Park is located in the Southeast quadrant of the City and is 7.15 acres in size. Memorial Park provides recreation including a skatebowl, tennis courts, a newly constructed basketball court, picnic area with grills, BMX Track, World War II Memorial, and a play structure. There is also a dog park, with separate areas for large dogs and small dogs. Most of Valley Memorial Park is well-treed open space with a trail through it. This project includes improvements to trail access, improvements to the parking area and trails in meeting ADA guidelines, increased covered picnic areas, and overall maintenance on the park.



AT A GLANCE

PARK CIP

- Valley Memorial Park
- FY 2024
- \$ 70,000.00



LORA WILMES

Capital Improvement Project Manager

(425) 333 - 4192

lora.wilmes@carnationwa.gov



CITY OF CARNATION CAPITAL IMPROVEMENTS PROGRAM FISCAL YEAR 2024

www.carnationwa.gov



PROJECT DESCRIPTION

Parks CIP

River's Edge Park

Mini Park Classification

PLAN OF ACTION

River's Edge Park is located in the Southeast quadrant of the City and is 0.35 acres in size. River's Edge Park provides picnic areas within significant suburban developments. It is mostly open space with a picnic area consisting of tables and grills so the park does not get much use. This project consists of developing access to the park to increase activity and possibly providing for a pocket park with play equipment and/or developing a small ball field if desired by the community. A shelter for the picnic area has also been suggested along with a new fence.

AT A GLANCE

PARK CIP

- River's Edge Park
- FY 2024
- \$ 100,000.00



LORA WILMES

Capital Improvement Project Manager

(425) 333 - 4192

lora.wilmes@carnationwa.gov



CITY OF CARNATION CAPITAL IMPROVEMENTS PROGRAM FISCAL YEAR 2024

www.carnationwa.gov



PROJECT DESCRIPTION

Parks CIP

Tolt Commons

Special Use Park Classification

PLAN OF ACTION

Tolt Commons is located in the Northeast quadrant of the City, in downtown area, and is 0.08 acres in size. Tolt Commons provides pathways, benches, and xeric garden landscaping as water conservation efforts. This project consists of follow up maintenance, planting improvements that continue to model water wise gardening by using xeriscape.

AT A GLANCE

PARK CIP

- Tolt Commons
- FY 2024
- \$ 30,000.00



LORA WILMES

Capital Improvement Project Manager

(425) 333 - 4192

lora.wilmes@carnationwa.gov



CITY OF CARNATION CAPITAL IMPROVEMENTS PROGRAM FISCAL YEAR 2024

www.carnationwa.gov

PROJECT DESCRIPTION

Parks CIP
City-Wide

PLAN OF ACTION

This project consists of City-wide maintenance and upkeep of the parks, potential expansion of the parks, and any sort of improvements made to any park city-wide.



AT A GLANCE

PARK CIP

- City-Wide
- FY 2024
- \$ 235,000



LORA WILMES

Capital Improvement Project Manager
(425) 333 - 4192
lora.wilmes@carnationwa.gov



CITY OF CARNATION CAPITAL IMPROVEMENTS PROGRAM FISCAL YEAR 2024

www.carnationwa.gov



PROJECT DESCRIPTION

Parks CIP

Cemetery-Columbarium

PLAN OF ACTION

This project is the development and installation of a columbarium in the Carnation Cemetery. The columbarium will be installed on the northeast corner of the Carnation Cemetery.

AT A GLANCE

PARK CIP

- Cemetery-Columbarium
- FY 2024
- \$ 50,000.00

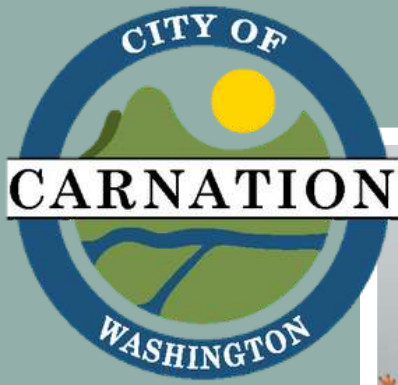


LORA WILMES

Capital Improvement Project Manager

(425) 333 - 4192

lora.wilmes@carnationwa.gov



Public Facilities Capital Improvement Projects 2024

Prepared June 2023 by
Municipal Intern Kati Fulton
& CIP Manager Lora Wilmes



CITY OF CARNATION CAPITAL IMPROVEMENTS PROGRAM FISCAL YEAR 2024

www.carnationwa.gov



PROJECT DESCRIPTION

Public Facilities CIP
Community Space Phase I

PLAN OF ACTION

Get the latest updates about the new Community Space/EOC/Municipal Services Campus. The City Council's goal is to build a 4,200 square-foot facility that will provide a community space, Emergency Operations Center and house up to 8 municipal employees. The project budget is \$4M (design and construction).

Application for Site Development Review and Design Review approval to construct a new 4,020 square foot Community Space/EOC/Municipal Services Campus at 4620 Tolt Avenue. The new facility will include community room/chambers, kitchen, and municipal offices. Site work will include clearing, grading, utility installation, storm drainage, site lighting, paving and striping, and landscape plantings.

AT A GLANCE PUBLIC FACILITIES CIP

- Community Space Phase I
- FY 2024
- \$ 4,500,000.00



LORA WILMES

Capital Improvement Project Manager
(425) 333 - 4192
lora.wilmes@carnationwa.gov



CITY OF CARNATION CAPITAL IMPROVEMENTS PROGRAM FISCAL YEAR 2024

www.carnationwa.gov

PROJECT DESCRIPTION

Public Facilities CIP
Public Works Yard Phase II

PLAN OF ACTION

This project consists of expanding the public works yard along with potential improvements to storage and spacing. It will also include putting a second story in the shop area which will be converted into management space for the Public Works Department.



AT A GLANCE PUBLIC FACILITIES CIP

- PW Yard Phase II
- FY 2024
- \$ 2,000,000.00



LORA WILMES

Capital Improvement Project Manager
(425) 333 - 4192
lora.wilmes@carnationwa.gov



Sewer Capital Improvement Projects 2024

No Sewer CIP for
Fiscal Year 2024

Prepared June 2023 by
Municipal Intern Kati Fulton
& CIP Manager Lora Wilmes



Stormwater Capital Improvement Projects 2024

Prepared June 2023 by
Municipal Intern Kati Fulton
& CIP Manager Lora Wilmes





CITY OF CARNATION CAPITAL IMPROVEMENTS PROGRAM FISCAL YEAR 2024

www.carnationwa.gov

PROJECT DESCRIPTION

Stormwater CIP

East Bird Street Reconstruction

PLAN OF ACTION

This project will complete a gap of standard width pavement and pedestrian facilities along E. Bird Street with other recent improvements including modifications along Spilman Ave to connect Entwistle Street, the King County Snoqualmie Valley Trail, Fred Hockert Park, and to facilitate access to the central business district and schools. The project scope coincides with improvements being made along Tolt Avenue in order to bring cohesion to the existing network of roadways and pedestrian facilities in Carnation. Stormwater run off will be infiltrated in a drainage swale, providing water quality treatment, groundwater recharge, and eliminate ponding. The project will also provide two gravel parking lanes.

MAP



AT A GLANCE

STORMWATER CIP

- E. Bird St. Reconstruction
- FY 2024
- \$ 57,981.00



LORA WILMES

Capital Improvement Project Manager

(425) 333 - 4192

lora.wilmes@carnationwa.gov



CITY OF CARNATION CAPITAL IMPROVEMENTS PROGRAM FISCAL YEAR 2024

www.carnationwa.gov



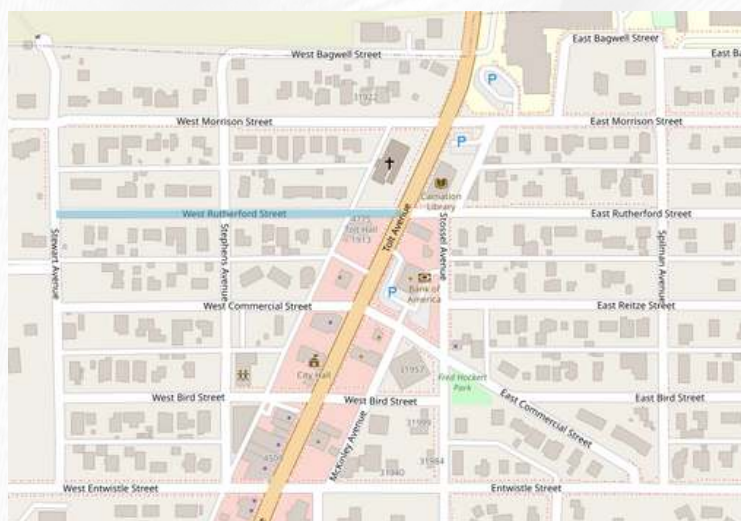
PROJECT DESCRIPTION

Stormwater CIP
West Rutherford Street Reconstruction

PLAN OF ACTION

This project will reconstruct and widen the 2-lane road with asphalt travel lanes on West Rutherford, between Tolt and Stewart to facilitate access to the central business district and schools. It will include a gravel parking shoulder, landscaped rain gardens and a five-foot asphalt walkway on one side and ADA compliant sidewalk ramps. Stormwater run off will be infiltrated in a drainage swale, providing water quality treatment, groundwater recharge, and eliminate ponding. The project coincides with improvements being made along Tolt Avenue in order to bring cohesion to the existing network of roadways and pedestrian facilities in Carnation.

MAP



AT A GLANCE

STORMWATER CIP

- W. Rutherford St. Reconstruction
- FY 2024
- \$ 8,358.00



LORA WILMES

Capital Improvement Project Manager
(425) 333 - 4192
lora.wilmes@carnationwa.gov



CITY OF CARNATION CAPITAL IMPROVEMENTS PROGRAM FISCAL YEAR 2024

www.carnationwa.gov

PROJECT DESCRIPTION

Stormwater CIP

East Entwistle / NE 45th Street Sidewalk

PLAN OF ACTION

The proposed street improvement is an arterial that runs east-west and connects downtown to the residential neighborhoods in the eastern half of the city. In the western part of the City the street is called E Entwistle Street, and it becomes NE 45th Street in the eastern part of the City. The project will install approximately 880 LF of 6' wide sidewalk, curb, gutter and stormwater collection and infiltration facilities on the south side of E Entwistle/NE 45th St between the Swiftwater and Brooktree neighborhoods, including installation of ADA compliant curb ramps and intermittent street trees between the curb and sidewalk. Low Impact Development (LID) features will be incorporated where technically feasible to reduce runoff and provide water quality treatment. The completed improvements will create a safer roadway and complete a missing link in the non-motorized transportation network within our city, assuring adequate accommodation of the transportation needs for pedestrians, bicycles, the disabled, and those transporting small children.

MAP



AT A GLANCE

STORMWATER CIP

- E. Entwistle/NE 45th St. Sidewalk
- FY 2024
- \$ 66,246.00

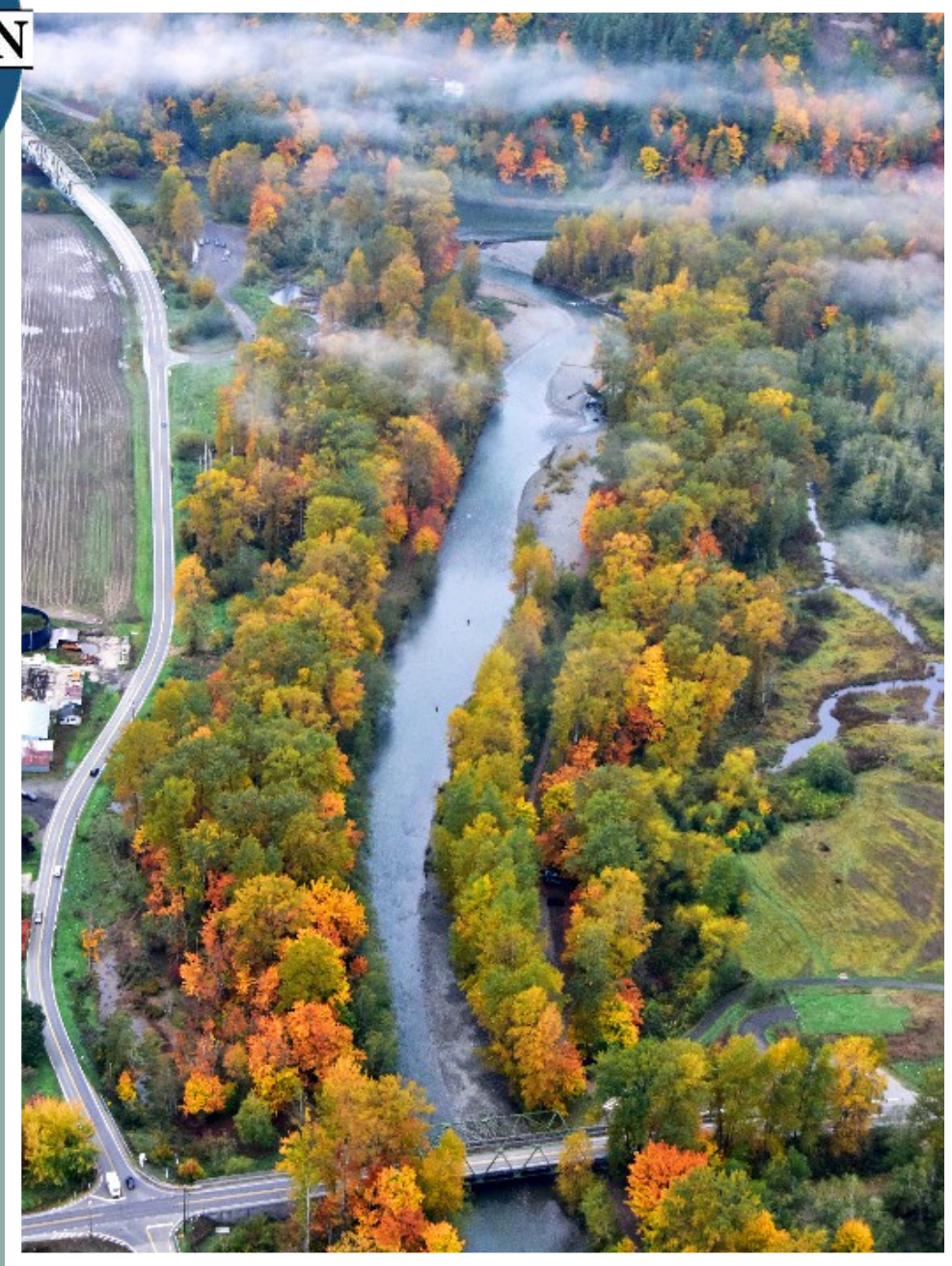


LORA WILMES

Capital Improvement Project Manager

(425) 333 - 4192

lora.wilmes@carnationwa.gov



Water Capital Improvement Projects 2024

Prepared June 2023 by
Municipal Intern Kati Fulton
& CIP Manager Lora Wilmas



CITY OF CARNATION CAPITAL IMPROVEMENTS PROGRAM FISCAL YEAR 2024

www.carnationwa.gov

PROJECT DESCRIPTION

Water CIP

Brumbaugh Water Main

PLAN OF ACTION

This project is a replacement of the Brumbaugh water main and a replacement of the existing service line. The City will be replacing the existing AC waterlines with Ductile Iron Steel waterlines. The City will also be replacing the water service lines and upgrade the water meters to radio read water meters.



AT A GLANCE WATER CIP

- Brumbaugh Water Main
- FY 2024
- \$1,000,000.00



LORA WILMES

Capital Improvement Project Manager

(425) 333 - 4192

lora.wilmes@carnationwa.gov



CITY OF CARNATION CAPITAL IMPROVEMENTS PROGRAM FISCAL YEAR 2024

www.carnationwa.gov

PROJECT DESCRIPTION

Water CIP

SR-203 Washington State Department of
Transportation Culvert

PLAN OF ACTION

This project will upgrade and move our current water line that coincides with the Salmon culvert. As part of the state's fish recovery efforts, WSDOT has made it a priority to reconnect waterways where roads act as barriers. In Western Washington, that means replacing culverts and building hundreds of fish-passable structures under state highways by 2030 to create more habitat which is essential for meeting fish recovery goals. WSDOT will build larger fish passages to restore natural stream conditions in Skunk Creek and an unnamed tributary to Skunk Creek where the cross under SR 202 and Southeast Fish Hatchery Road near Fall City and WSDOT will build two more structures to carry an unnamed tributary to the Snoqualmie River and an unnamed tributary to Horseshoe Lake under SR 203 in Carnation.

MAP (WSDOT)



AT A GLANCE WATER CIP

- SR-203 WSDOT Culvert
- FY 2024
- \$ 400,000.00



LORA WILMES

Capital Improvement Project Manager

(425) 333 - 4192

lora.wilmes@carnationwa.gov



CITY OF CARNATION CAPITAL IMPROVEMENTS PROGRAM FISCAL YEAR 2024

www.carnationwa.gov



PROJECT DESCRIPTION

Water CIP

King County Park Trail

PLAN OF ACTION

This project will consist of installing water main improvements on the King County Park Trail throughout the Southwest portion of the City. For this project to commence the City will work in partnership with King County in creating a Wellness Loop for residents to enjoy.

AT A GLANCE WATER CIP

- KC County Park Trail
- FY 2024
- \$ 600,000.00



LORA WILMES

Capital Improvement Project Manager

(425) 333 - 4192

lora.wilmes@carnationwa.gov



CITY OF CARNATION CAPITAL IMPROVEMENTS PROGRAM FISCAL YEAR 2024

www.carnationwa.gov

PROJECT DESCRIPTION

Water CIP

2025 Water Comp Plan

PLAN OF ACTION

This project consists of analyzing and establishing the Water Comprehensive Plan for the fiscal year of 2025. This includes, and is not limited to, all current projects that continue into 2025.



AT A GLANCE WATER CIP

- 2025 Water Comp Plan
- FY 2024
- \$ 40,000.00



LORA WILMES

Capital Improvement Project Manager

(425) 333 - 4192

lora.wilmes@carnationwa.gov



CITY OF CARNATION CAPITAL IMPROVEMENTS PROGRAM FISCAL YEAR 2024

www.carnationwa.gov



PROJECT DESCRIPTION

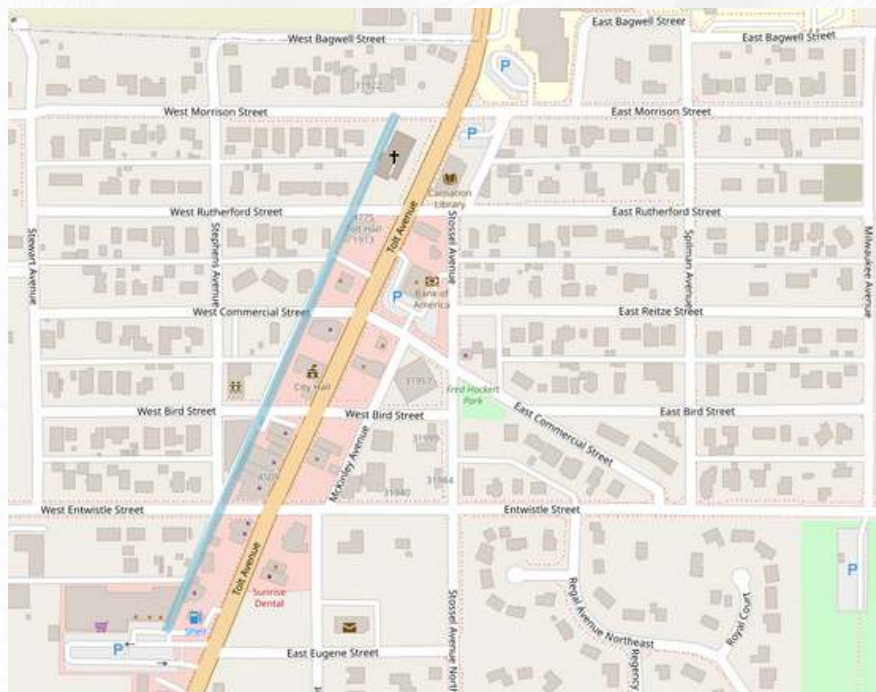
Water CIP

Alley J

PLAN OF ACTION

This project is upgrading the watermain and waterlines that are currently being used in Alley J. Alley J runs parallel to Tolt Avenue on the West, from West Morrison Street through West Entwistle Street.

MAP



AT A GLANCE WATER CIP

- Alley J
- FY 2024
- \$ 250,000.00



LORA WILMES

Capital Improvement Project Manager

(425) 333 - 4192

lora.wilmes@carnationwa.gov



Transportation Capital Improvement Projects 2024

Prepared June 2023 by
Municipal Intern Kati Fulton
& CIP Manager Lora Wilmes





CITY OF CARNATION CAPITAL IMPROVEMENTS PROGRAM FISCAL YEAR 2024

www.carnationwa.gov

PROJECT DESCRIPTION

Transportation Improvement Project

Tier I - Capacity (CP)

Larson Avenue Connector

(NE 40th to Entwistle St.)

PLAN OF ACTION

The project is identified in the City's Six Year Transportation Improvement Program (STIP) and consists of construction of approximately 1,000 linear feet of new arterial street between NE 40th Street and W Entwistle Street, to include two 12-foot travel lanes, a 10-foot parking lane, curb, gutter, and sidewalk, landscaping, new storm drainage, illumination, signage, and striping. This arterial connection will allow traffic to access the lands zoned for commercial and industrial use west of SR203/Tolt Avenue and south of the City's wastewater treatment plant. Larson Avenue will connect W Entwistle Street to NE 40th Street, which provides alternate access to SR203/Tolt Avenue and be a designated truck route providing truck access to the businesses on the west side of SR203/Tolt Avenue.

MAP



AT A GLANCE TRANSPORTATION CIP

- Tier I CP
- Larson Avenue Connector
- FY 2024
- \$ 209,700



LORA WILMES

Capital Improvement Project Manager

(425) 333 - 4192

lora.wilmes@carnationwa.gov



CITY OF CARNATION CAPITAL IMPROVEMENTS PROGRAM FISCAL YEAR 2024

www.carnationwa.gov



PROJECT DESCRIPTION

Transportation Improvement Project

Tier II - Street Improvement (SI)

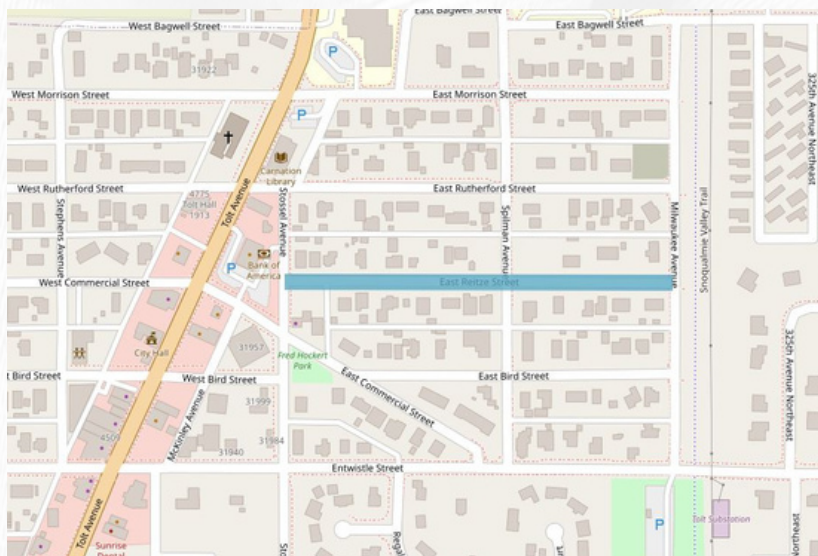
E. Reitz Reconstruction

(Stossel Ave to Milwaukee - 1,200 LF)

PLAN OF ACTION

This project will reconstruct and widen the 2-lane road with asphalt travel lanes on East Reitz, between Stossel Avenue to Milwaukee to facilitate access to the central business district and schools. It will include a gravel parking shoulder, landscaped rain gardens and a five-foot asphalt walkway on one side and ADA compliant sidewalk ramps. The project scope coincides with improvements being made along Tolt Avenue in order to bring cohesion to the existing network of roadways and pedestrian facilities in Carnation.

MAP



AT A GLANCE TRANSPORTATION CIP

- Tier II SI
- E. Reitz Reconstruction
- FY 2024
- \$ 200,000



LORA WILMES

Capital Improvement Project Manager

(425) 333 - 4192

lora.wilmes@carnationwa.gov



CITY OF CARNATION CAPITAL IMPROVEMENTS PROGRAM FISCAL YEAR 2024

www.carnationwa.gov

PROJECT DESCRIPTION

Transportation Improvement Project

Tier II - Street Improvement (SI)

E. Bird Street Reconstruction

(Commercial to Milwaukee - 950 LF)

PLAN OF ACTION

This project will complete a gap of standard width pavement and pedestrian facilities along E. Bird Street with other recent improvements including modifications along Spilman Ave to connect Entwistle Street, the King County Snoqualmie Valley Trail, Fred Hockert Park, and to facilitate access to the central business district and schools. The project scope coincides with improvements being made along Tolt Avenue in order to bring cohesion to the existing network of roadways and pedestrian facilities in Carnation. Stormwater run-off will be infiltrated in a drainage swale, providing water quality treatment, groundwater recharge, and eliminate ponding. The project will also provide one gravel parking lanes.

MAP



AT A GLANCE TRANSPORTATION CIP

- Tier II SI
- E. Bird St. Reconstruction
- FY 2024
- \$ 700,000



LORA WILMES

Capital Improvement Project Manager

(425) 333 - 4192

lora.wilmes@carnationwa.gov



CITY OF CARNATION CAPITAL IMPROVEMENTS PROGRAM FISCAL YEAR 2024

www.carnationwa.gov

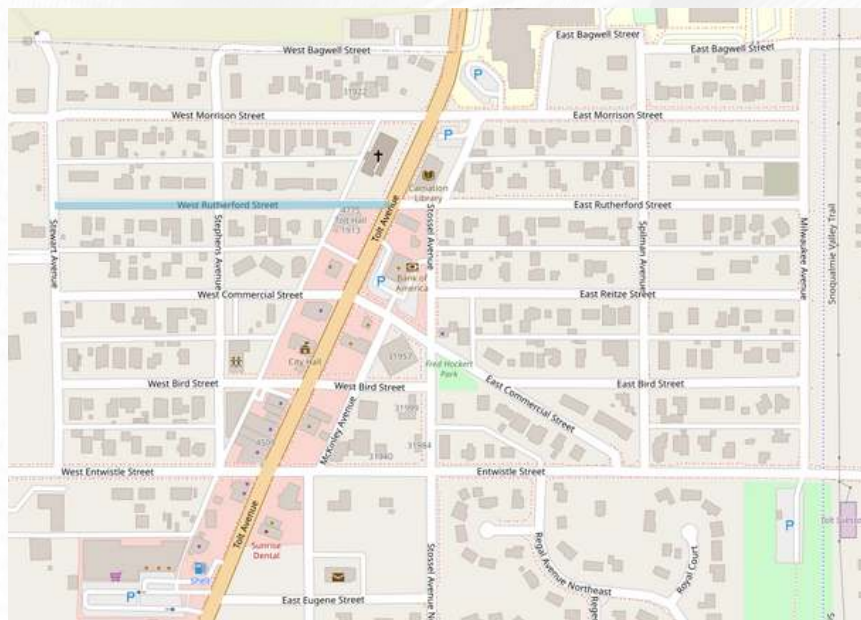
PROJECT DESCRIPTION

Transportation Improvement Project
Tier II - Street Improvement (SI)
West Rutherford St. Reconstruction
(Tolt to Stewart - 1,050 LF)

PLAN OF ACTION

This project will reconstruct and widen the 2-lane road with asphalt travel lanes on West Rutherford, between Tolt and Stewart to facilitate access to the central business district and schools. It will include a gravel parking shoulder, landscaped rain gardens and a five-foot asphalt walkway on one side and ADA compliant sidewalk ramps. The project coincides with improvements being made along Tolt Avenue in order to bring cohesion to the existing network of roadways and pedestrian facilities in Carnation.

MAP



AT A GLANCE TRANSPORTATION CIP

- Tier II SI
- W. Rutherford St. Reconstruction
- FY 2024
- \$ 76,770



LORA WILMES

Capital Improvement Project Manager
(425) 333 - 4192
lora.wilmes@carnationwa.gov



CITY OF CARNATION CAPITAL IMPROVEMENTS PROGRAM FISCAL YEAR 2024

www.carnationwa.gov



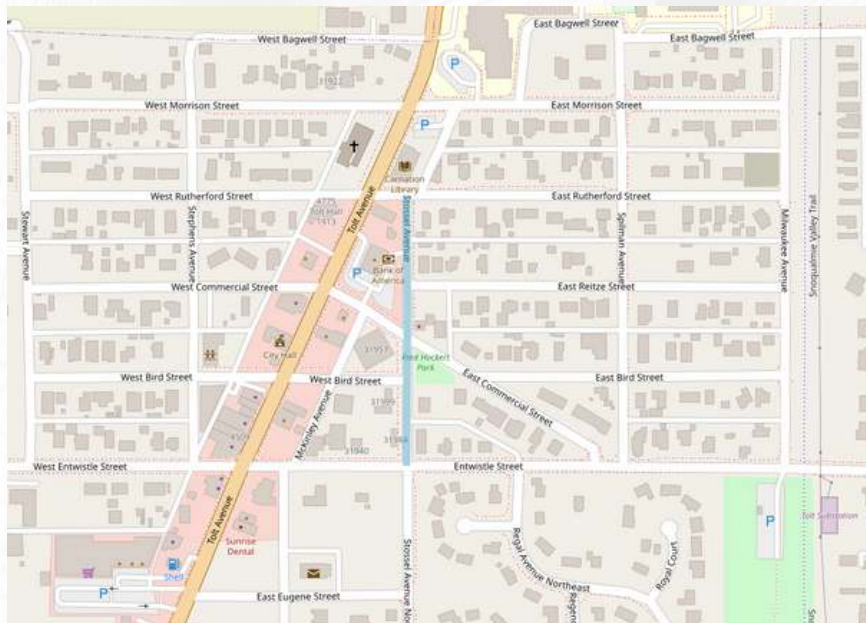
PROJECT DESCRIPTION

Transportation Improvement Project
Tier III - Street Repair (SR)
Stossel Avenue Overlay
(Entwistle to Rutherford - 1,180 LF)

PLAN OF ACTION

This project consists of overlaying the existing street of Stossel Avenue. The process first mills the existing top layer of street, meaning it is ground down 2-3 inches, then is resurfaced with new asphalt. This method ensures that the asphalt does not build up along with complying to current street standards.

MAP



AT A GLANCE TRANSPORTATION CIP

- Tier III SR
- Stossel Ave Overlay
- FY 2024
- \$ 18,300



LORA WILMES

Capital Improvement Project Manager
(425) 333 - 4192
lora.wilmes@carnationwa.gov



CITY OF CARNATION CAPITAL IMPROVEMENTS PROGRAM FISCAL YEAR 2024

www.carnationwa.gov



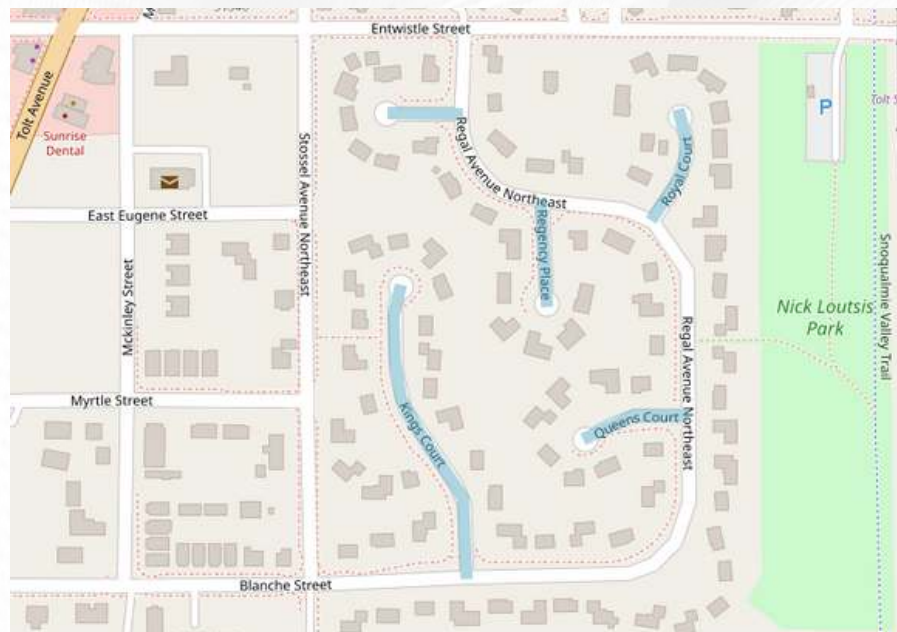
PROJECT DESCRIPTION

Transportation Improvement Project
Tier III - Street Repair (SR)
Regal Glen Cul-de-Sacs Overlay
(1,531 LF)

PLAN OF ACTION

This project consists of overlaying the existing cul-de-sacs within the Regal Glen neighborhoods. The process first mills the existing street surface, meaning it is ground down approximately 2-3 inches, then is resurfaced, or overlaid with new asphalt. This method ensures that the asphalt does not build up over time along with complying with current street standards.

MAP



AT A GLANCE TRANSPORTATION CIP

- Tier III SR
- Regal Glen Cul-de-Sacs Overlay
- FY 2024
- \$ 35,800



LORA WILMES

Capital Improvement Project Manager
(425) 333 - 4192
lora.wilmes@carnationwa.gov



CITY OF CARNATION CAPITAL IMPROVEMENTS PROGRAM FISCAL YEAR 2024

www.carnationwa.gov

PROJECT DESCRIPTION

Transportation Improvement Project
Tier IV - Maintenance (SM)
Preventative Street Repair & Maintenance
(Crack Sealing, Pothole Filling)

PLAN OF ACTION

This project consists of cleaning and filling approximately 52,599 linear feet of cracks in asphalt pavement in the City of Carnation on all or portions of 325th Avenue NE, 326th Avenue NE, 329th Avenue NE, Commercial Street, Entwistle Street, Spillman Avenue, Stewart Street, Blanche Street, NE 50th Street, Regal Street, 327th Place NE, 334th Avenue NE, 336th Avenue NE, Stephens Avenue, NE 40th Street, NE 43rd Circle, NE 42nd Street, NE 43rd Place, NE 40th Place, NE 40th Circle, and NE 42nd Place. Work also includes providing traffic control.

MAP



AT A GLANCE TRANSPORTATION CIP

- Tier IV SM
- Preventative Street Repair & Maintenance
- FY 2024
- \$ 12,000



LORA WILMES

Capital Improvement

Project Manager

(425) 333 - 4192

187

lora.wilmes@carnationwa.gov



CITY OF CARNATION CAPITAL IMPROVEMENTS PROGRAM FISCAL YEAR 2024

www.carnationwa.gov



PROJECT DESCRIPTION

Transportation Improvement Project

Non-Moto Projects (NM)

McKinley Avenue Sidewalk
(Eugene to Blanche Street)

PLAN OF ACTION

Project proposal will include street, sidewalk, parking lane, ADA and storm water improvements on McKinley Avenue between Blanche Street and Eugene Street in the City of Carnation. CDBG funds will be dedicated primarily to curb, gutter, sidewalk, stormwater and ADA curb ramp improvements. The proposed improvements will provide a safe pedestrian facility within a predominantly residential neighborhood and link residents to essential services (municipal, dental, educational, library etc.) and recreational opportunities and facilities. Improvements will also include the replacement of non-compliant ADA curb ramp at the Northeast corner of the Eugene Street and McKinley Avenue intersection to allow safe accessibility for the elderly and handicapped.

MAP



AT A GLANCE TRANSPORTATION CIP

- NM
- McKinley Ave Sidewalk
- FY 2024
- \$ 570,000



LORA WILMES

Capital Improvement

Project Manager

(425) 333 - 4192

lora.wilmes@carnationwa.gov



CITY OF CARNATION CAPITAL IMPROVEMENTS PROGRAM FISCAL YEAR 2024

www.carnationwa.gov



PROJECT DESCRIPTION

Transportation Improvement Project

Non-Moto Projects (NM)

East Entwistle / NE 45th Sidewalk

(329th to 332nd Ave - 880 LF)

PLAN OF ACTION

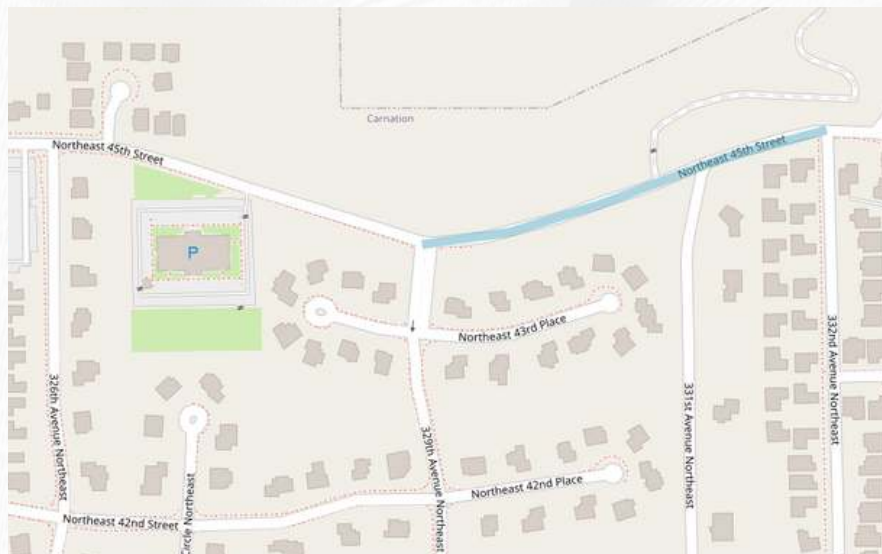
The proposed street improvement is an arterial that runs east-west and connects downtown to the residential neighborhoods in the eastern half of the city. In the western part of the City the street is called E Entwistle Street, and it becomes NE 45th Street in the eastern part of the City. The project will install approximately 880 LF of 6' wide sidewalk, curb, gutter and stormwater collection and infiltration facilities on the south side of E Entwistle/NE 45th St between the Swiftwater and Brooktree neighborhoods, including installation of ADA compliant curb ramps and intermittent street trees between the curb and sidewalk. Low Impact Development (LID) features will be incorporated where technically feasible to reduce runoff and provide water quality treatment. The completed improvements will create a safer roadway and complete a missing link in the non-motorized transportation network within our city, assuring adequate accommodation of the transportation needs for pedestrians, bicycles, the disabled, and those transporting small children.

AT A GLANCE

TRANSPORTATION CIP

- NM
- E Entwistle/NE 45th Sidewalk
- FY 2024
- \$ 600,000

MAP



LORA WILMES

Capital Improvement
Project Manager

(425) 333 - 4192

189

lora.wilmes@carnationwa.gov



CARNATION CITY COUNCIL AGENDA BILL

TITLE: An ORDINANCE amending Chapter 2.40 and deleting Chapter 2.46 of the Carnation Municipal Code to merge the Planning and Parks Boards.	Agenda Bill No.:	AB23-75
	Type of Action:	ORDINANCE
	Origin: <i>(Council/Manager)</i>	City Manager
	Agenda Bill Author:	City Manager
EXHIBITS: <ul style="list-style-type: none"> Redlined copy of CMC 2.40 and 2.46 Ordinance 	Date Submitted:	07-18-23
	For Agenda of:	07-18-23
	Expenditure Required:	
	Amount Budgeted:	
	Appropriation Required:	

SUMMARY STATEMENT AND DISCUSSION:
 In a special meeting on June 27th, 2023, the Planning Board and Parks Advisory Board unanimously voted to recommend the merging of the two boards to the City Council. 7 out of the 8 total members were present at the meeting.

RECOMMENDED ACTION: I move to amend Chapter 2.40 and delete Chapter 2.46 of the Carnation Municipal Code to merge the Planning and Parks Boards.

LEGISLATIVE HISTORY:

ACTION TAKEN

MOTION AS PROPOSED			MOTION AS AMENDED		
Motion made by:			Motion made by:		
Second by:			Second by:		
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Harris			Harris		
Burrell			Burrell		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

Chapter 2.40 PLANNING and PARKS BOARD

2.40.010 Planning and Parks board.

There shall be a planning and parks board which shall consist of five-up to seven members to be appointed by the city council. The board members shall be appointed for four-year terms. At the time of appointment the council minutes shall designate the position to which the board member is being appointed and shall state the expiration date of the member's term. A serving member's term shall be automatically extended beyond the expiration date until the member's successor is appointed and confirmed. Any references in this code to a planning commission shall be construed as references to the planning and parks board. In the event there are more than seven existing members of the Planning and Parks board, those members shall have the opportunity to remain on the board and the board shall be temporarily increased to eight members until which time there is a natural reduction to seven members.

(Ord. 721 § 1, 2007; Ord. 611 § 3 (part), 2000)

(Ord. No. 921, § 1, 10-1-2019)

2.40.020 Residency requirement.

At least ~~three~~five members of the planning and parks board shall be residents of the city of Carnation. The remaining two members may be appointed as either residents within the urban growth area boundary, or one as a Carnation business owner/operator who lives within the greater Carnation area.

(Ord. 627 § 1, 2000; Ord. 611 § 3 (part), 2000)

2.40.030 Compensation and reimbursement.

Members shall not receive compensation for their service; provided, that members may receive reimbursement for reasonable costs and expenses incurred in performing the duties of the board, as provided by the ordinances and resolutions governing the reimbursement for expenses incurred by employees and officers of the city.

(Ord. 611 § 3 (part), 2000)

2.40.040 Resignation and removal.

Planning and parks board members may be removed by the city council at any time without cause and without recourse. In the event of a resignation or removal of any board member, a successor shall be appointed and confirmed as soon as possible to fill the member's uncompleted term, unless there are more than seven members at the time of a resignation or removal.

(Ord. 721 § 2, 2007; Ord. 611 § 3 (part), 2000)

2.40.050 Organization, meetings, rules.

The planning and parks board shall annually, at its first meeting in January, elect a chairperson and vice chairperson and fill such other offices as the board deems necessary. The board shall meet ~~on the fourth Tuesday of each month at seven p.m. in the~~ at a minimum every other month at city council chambers of Carnation City Hall, ~~or another designated and announced location.~~ The board shall adopt rules for the transaction of business and shall keep a written record of its meetings, resolutions, transactions, findings and determinations.

(Ord. 721 § 3, 2007; Ord. 611 § 3 (part), 2000)

2.40.060 Quorum, voting.

A majority of the membership shall constitute a quorum for the purpose of transacting business. Any decision by the board shall require the affirmative vote of at least a majority of the whole membership of the board.

(Ord. 611 § 3 (part), 2000)

2.40.070 Disqualification.

If any member of the planning and parks board has a conflict of interest, he or she shall disqualify themselves from participation. The disqualified member shall be entitled to participate in all other board matters for which the disqualification does not apply.

(Ord. 611 § 3 (part), 2000)

2.40.080 Powers of the board.

The board shall have all of the powers set forth in RCW 35A.63 and other provisions of state law, and such additional powers as established by the city council. These shall include, but not be limited to the following:

- A. Preparing and recommending to the council coordinated plans for the physical development of the municipality.
- B. Preparing and recommending to the council a comprehensive plan and amendments thereto.
- C. Preparing recommendations to the council with regard to area wide rezones and other legislative zoning matters.
- D. Preparing and recommending to the council the adoption of development regulations and development agreements.
- E. Conducting public meetings, workshops, and hearings to take comments from the public and interested agencies.

~~F. Any other duties or responsibilities as assigned or delegated by the city council.~~

F. To apprise the city council concerning the parks and recreational needs of the citizens of Carnation;

G. To make recommendations to the city council regarding the planning and coordinated use of all city parks and recreational facilities;

H. To make recommendations to the city council regarding the planning and coordination of all recreational programs within the city;

- I. To consider the development and expansion of existing city parks and recreational facilities and the acquisition of any such new facilities, and make appropriate reports and recommendations to the city council as necessary;
- J. To promote public awareness of the city's parks and recreational services and programs;
- K. To encourage individuals and community groups to assist the city in the improvement of parks and recreational facilities and programs; and
- L. Any other duties or responsibilities as assigned or delegated by the city council.

(Ord. 611 § 3 (part), 2000)

Chapter 2.46 PARKS ADVISORY BOARD

2.46.010 Board established.

~~There is established for the city of Carnation a citizen's advisory board to be known as the "Parks Advisory Board." No member of the board shall receive compensation from the city for his/her membership and activities relating thereto.~~

Formatted: Section

~~(Ord. 649 § 2 (part), 2003)~~

2.46.020 Composition of board.

~~The board shall consist of five positions filled by members, who shall meet the following qualifications:~~

Formatted: Section

- ~~A. — Positions 1 through 4. These members shall be residents of the city of Carnation. The members holding said positions shall ideally, but not necessarily, reflect such community demographics as age, gender and occupation.~~
- ~~B. — Position 5. This member shall be a resident of the city of Carnation, an owner of a business located within the city of Carnation or the owner of real property located therein.~~
- ~~C. — The board shall also include a member of the Carnation city council utilities and public facilities committee as an ex-officio board member.~~

~~(Ord. 649 § 2 (part), 2003)~~

2.46.030 Appointments.

~~Board member applications shall be received by the city clerk on a form supplied by the city. The city manager shall thereupon review the applications and qualifications of each applicant and submit a recommendation to the city council for appointment to specific board positions. Final appointment to the board shall be confirmed by the city council.~~

Formatted: Section

~~(Ord. 649 § 2 (part), 2003)~~

2.46.040 Terms.

~~Board positions shall have the following initial terms:~~

Formatted: Section

- ~~A. Positions 1, 3 and 5 shall have two year terms; and~~
- ~~B. Positions 2 and 4 shall have one year terms. Upon expiration of the initial term for each position, each position shall thereafter have a two year term.~~

~~(Ord. 731 § 1, 2007; Ord. 649 § 2 (part), 2003)~~

2.46.050 Vacancies.

~~Vacancies in board positions occurring otherwise than through the expiration of terms shall be filled for the remainder of the term of the vacated position. Vacancies shall be filled in the same manner as regular appointments; provided, that in filling a vacancy on the board, the city manager and city council may, in their discretion, waive the selection criteria established under CMC Section 2.46.020.~~

Formatted: Section

~~(Ord. 649 § 2 (part), 2003)~~

2.46.060 Duties of the board.

The duties of the board shall include, but not be limited to the following:

- ~~A. To apprise the city council concerning the parks and recreational needs of the citizens of Carnation;~~
- ~~B. To make recommendations to the city council regarding the planning and coordinated use of all city parks and recreational facilities;~~
- ~~C. To make recommendations to the city council regarding the planning and coordination of all recreational programs within the city;~~
- ~~D. To consider the development and expansion of existing city parks and recreational facilities and the acquisition of any such new facilities, and make appropriate reports and recommendations to the city council as necessary;~~
- ~~E. To promote public awareness of the city's parks and recreational services and programs;~~

- F. ~~To hold public meetings as necessary to solicit public input regarding the city's parks and recreational facilities and programs;~~
- G. ~~To encourage individuals and community groups to assist the city in the improvement of parks and recreational facilities and programs; and~~
- H. ~~To review and make recommendations concerning such other and further matters as may be referred to the board, from time to time, by the city council.~~

(Ord. 649 § 2 (part), 2003)

2.46.070 Meetings and procedures.

- A. ~~The board shall have at least one regular meeting per quarter on such day and at such time as may be determined by the board. Special meetings may be held as often as the board deems necessary.~~
- B. ~~For purposes of conducting the board's business, exercising its powers and for all other purposes, a quorum of the board shall consist of three or more members. Any action taken by a majority of those present, when those present constitute at least a quorum at any regular or special meeting of the board, shall be deemed and taken as the action and decision of the board. Votes by proxy will not be permitted.~~
- C. ~~The board shall elect from its membership a chairperson and vice chairperson, and other officers as it deems necessary in order to conduct its business. The board shall adopt such rules of procedure as it deems necessary and shall keep a written record of its meetings, resolutions, transactions, findings, and determinations which shall be a public record.~~

(Ord. 649 § 2 (part), 2003)

2.46.080 Removal.

~~Board members may be removed by the city manager for cause. Cause shall include three or more absences that are not excused by the board and/or failure to comply with applicable state law. The city manager's decision to remove a board member for cause may be appealed to the city council, if a written request for an appeal is filed with the city manager within fourteen calendar days of receiving notice of removal.~~

(Ord. 649 § 2 (part), 2003)

**ORDINANCE
NO. _____**

AN ORDINANCE OF THE CITY OF CARNATION,
WASHINGTON, AMENDING CHAPTER 2.40 and 2.46 CMC
PLANNING BOARD AND PARKS ADVISORY BOARD;

WHEREAS, pursuant to Chapter 2.40 AND 2.46 CMC, the City establishes the planning board and parks advisory board and

WHEREAS, the City Council desires to amend Chapter 2.40 and delete 2.46 CMC in order to merge the planning board and parks advisory board. NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF CARNATION, WASHINGTON, DO
ORDAIN AS FOLLOWS:

Section 1. Amendment of CMC 2.40. Section 2.40 of the Carnation Municipal Code is hereby amended to provide in its entirety as set forth in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full.

Section 2. Deletion of CMC 2.46. Section 2.46 of the Carnation Municipal Code is hereby deleted in its entirety as set forth in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full.

Section 3. 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 or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. 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 publication.

APPROVED by the Carnation City Council this _____ day of July, 2023.

ATTEST/AUTHENTICATED:

LORA WILMES, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

FILED WITH THE CITY CLERK:.....
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

Exhibit A

Chapter 2.40 PLANNING and PARKS BOARD

2.40.010 Planning and Parks board.

There shall be a planning and parks board which shall consist of up to seven members to be appointed by the city council. The board members shall be appointed for four-year terms. At the time of appointment the council minutes shall designate the position to which the board member is being appointed and shall state the expiration date of the member's term. A serving member's term shall be automatically extended beyond the expiration date until the member's successor is appointed and confirmed. Any references in this code to a planning commission shall be construed as references to the planning and parks board. In the event there are more than seven existing members of the Planning and Parks board, those members shall have the opportunity to remain on the board and the board shall be temporarily increased to eight members until which time there is a natural reduction to seven members.

(Ord. 721 § 1, 2007; Ord. 611 § 3 (part), 2000)

(Ord. No. 921, § 1, 10-1-2019)

2.40.020 Residency requirement.

At least five members of the planning and parks board shall be residents of the city of Carnation. The remaining two members may be appointed as either residents within the urban growth area boundary, or one as a Carnation business owner/operator who lives within the greater Carnation area.

(Ord. 627 § 1, 2000; Ord. 611 § 3 (part), 2000)

2.40.030 Compensation and reimbursement.

Members shall not receive compensation for their service; provided, that members may receive reimbursement for reasonable costs and expenses incurred in performing the duties of the board, as provided by the ordinances and resolutions governing the reimbursement for expenses incurred by employees and officers of the city.

(Ord. 611 § 3 (part), 2000)

2.40.040 Resignation and removal.

Planning and parks board members may be removed by the city council at any time without cause and without recourse. In the event of a resignation or removal of any board member, a successor shall be appointed and confirmed as soon as possible to fill the member's uncompleted term, unless there are more than seven members at the time of a resignation or removal.

(Ord. 721 § 2, 2007; Ord. 611 § 3 (part), 2000)

2.40.050 Organization, meetings, rules.

The planning and parks board shall annually, at its first meeting in January, elect a chairperson and vice chairperson and fill such other offices as the board deems necessary. The board shall meet at a minimum every other month at city council chambers of Carnation City Hall, or another designated and announced location. The board shall adopt rules for the transaction of business and shall keep a written record of its meetings, resolutions, transactions, findings and determinations.

(Ord. 721 § 3, 2007; Ord. 611 § 3 (part), 2000)

2.40.060 Quorum, voting.

A majority of the membership shall constitute a quorum for the purpose of transacting business. Any decision by the board shall require the affirmative vote of at least a majority of the whole membership of the board.

(Ord. 611 § 3 (part), 2000)

2.40.070 Disqualification.

If any member of the planning and parks board has a conflict of interest, he or she shall disqualify themselves from participation. The disqualified member shall be entitled to participate in all other board matters for which the disqualification does not apply.

(Ord. 611 § 3 (part), 2000)

2.40.080 Powers of the board.

The board shall have all of the powers set forth in RCW 35A.63 and other provisions of state law, and such additional powers as established by the city council. These shall include, but not be limited to the following:

- A. Preparing and recommending to the council coordinated plans for the physical development of the municipality.
- B. Preparing and recommending to the council a comprehensive plan and amendments thereto.
- C. Preparing recommendations to the council with regard to area wide rezones and other legislative zoning matters.
- D. Preparing and recommending to the council the adoption of development regulations and development agreements.
- E. Conducting public meetings, workshops, and hearings to take comments from the public and interested agencies.
- F. To apprise the city council concerning the parks and recreational needs of the citizens of Carnation;
- G. To make recommendations to the city council regarding the planning and coordinated use of all city parks and recreational facilities;
- H. To make recommendations to the city council regarding the planning and coordination of all recreational programs within the city;

- I. To consider the development and expansion of existing city parks and recreational facilities and the acquisition of any such new facilities, and make appropriate reports and recommendations to the city council as necessary;
- J. To promote public awareness of the city's parks and recreational services and programs;
- K. To encourage individuals and community groups to assist the city in the improvement of parks and recreational facilities and programs; and
- L. Any other duties or responsibilities as assigned or delegated by the city council.

(Ord. 611 § 3 (part), 2000)



CARNATION CITY COUNCIL AGENDA BILL

TITLE: AN ORDINANCE amending CMC Chapter 3.50 Transportation Impact Fee Credits.	Agenda Bill No.:	AB23-76
	Type of Action:	ORDINANCE
	Origin: <i>(Council/Manager)</i>	City Manager
	Agenda Bill Author:	City Manager
	Date Submitted:	07-18-23
	For Agenda of:	07-18-23
	Expenditure Required:	0
EXHIBITS: <ul style="list-style-type: none"> Redlined copy of CMC 3.50 Ordinance 	Amount Budgeted:	N/A
	Appropriation Required:	N/A

SUMMARY STATEMENT AND DISCUSSION:

The attorney recommended the addition of the following language to CMC Chapter 3.50: “The City Manager, with Council approval, may enter into a development agreement that establishes the terms of the credit when deemed to be in the best interest of the City but does not fully comply with the provisions of this code.”

RECOMMENDED ACTION: I move to amend Chapter 3.50 of the Carnation Municipal Code to add a section regarding the terms of transportation impact fee credits.

LEGISLATIVE HISTORY:

ACTION TAKEN

MOTION AS PROPOSED			MOTION AS AMENDED		
Motion made by:			Motion made by:		
Second by:			Second by:		
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Harris			Harris		
Burrell			Burrell		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

3.50.060 Credits.

- A. An applicant may request a credit against the amount of impact fees otherwise applicable to a development activity for the total value of dedicated land, improvements, or construction provided by the applicant as a condition of development approval. Credits will apply only if and to the extent that the land dedicated, improvements provided, and/or facilities constructed are:
 - 1. For transportation facilities constituting system improvements; and
 - 2. Located at suitable sites and constructed at an acceptable quality level as determined by the city.
- B. The city manager shall determine if a request for credits satisfies the criteria contained in subsection A of this section.
- C. The value of credits for structures, facilities or other improvements shall be established by documentation provided to the city manager by the applicant.
- D. The value of a credit for land, including but not limited to right-of-way and easements, shall be determined on a case-by-case basis by an appraiser selected by, or acceptable to, the city manager.
- E. The cost of any appraisal under this section shall in the city's discretion either be: (1) born exclusively by the applicant, or (2) deducted from the otherwise-applicable impact fee credit.
- F. After receiving the appraisal and/or improvement cost documentation from the applicant, the city manager shall provide the applicant with a written statement setting forth the dollar amount of the credit, the basis for the credit, the legal description of any dedicated real property, and a description of the development activity to which the credit shall be applied. The applicant shall sign and date a duplicate copy of said statement indicating his/her consent to the terms thereof, and shall return the signed document to the city manager prior to application of the impact fee credit. The applicant's failure to sign, date, and return said statement within sixty calendar days may nullify the credit.
- G. No credit shall be given for dedications for, contributions toward or construction of project improvements.
- H. Any request for a credit must be submitted in writing to the city manager within sixty calendar days of the city's receipt of the building permit application for the underlying development activity. An applicant's failure to timely file a request by said deadline shall conclusively waive the applicant's entitlement to any such credit.

~~I. The City Manager, with Council approval, may enter into a development agreement that establishes the terms of the credit when deemed to be in the best interest of the City but does not fully comply with the provisions of this code.~~

Formatted: No bullets or numbering

~~J.~~ Determinations made by the city manager pursuant to this section shall be subject to appeal pursuant to CMC Section 3.50.080.

(Ord. 691 § 2 (part), 2006)

**ORDINANCE
NO. _____**

AN ORDINANCE OF THE CITY OF CARNATION,
WASHINGTON, AMENDING CHAPTER 3.50 CMC
TRANSPORTATION IMPACT FEE CREDITS;

WHEREAS, pursuant to Chapter 3.50 CMC, the City imposes and collects transportation impact fees to fund new transportation facilities that are necessitated by new development within the City; and

WHEREAS, the City Council desires to amend Chapter 3.50 CMC in order to add a section on the terms of transportation impact fee credits. NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF CARNATION, WASHINGTON, DO
ORDAIN AS FOLLOWS:

Section 1. Amendment of CMC 3.50.060. Subsection 3.50.060 of the Carnation Municipal Code is hereby amended to provide in its entirety as set forth in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full.

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 or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. 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 publication.

APPROVED by the Carnation City Council this _____ day of July, 2023.

ATTEST/AUTHENTICATED:

LORA WILMES, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

Exhibit A

3.50.060 Credits.

- A. An applicant may request a credit against the amount of impact fees otherwise applicable to a development activity for the total value of dedicated land, improvements, or construction provided by the applicant as a condition of development approval. Credits will apply only if and to the extent that the land dedicated, improvements provided, and/or facilities constructed are:
 - 1. For transportation facilities constituting system improvements; and
 - 2. Located at suitable sites and constructed at an acceptable quality level as determined by the city.
- B. The city manager shall determine if a request for credits satisfies the criteria contained in subsection A of this section.
- C. The value of credits for structures, facilities or other improvements shall be established by documentation provided to the city manager by the applicant.
- D. The value of a credit for land, including but not limited to right-of-way and easements, shall be determined on a case-by-case basis by an appraiser selected by, or acceptable to, the city manager.
- E. The cost of any appraisal under this section shall in the city's discretion either be: (1) born exclusively by the applicant, or (2) deducted from the otherwise-applicable impact fee credit.
- F. After receiving the appraisal and/or improvement cost documentation from the applicant, the city manager shall provide the applicant with a written statement setting forth the dollar amount of the credit, the basis for the credit, the legal description of any dedicated real property, and a description of the development activity to which the credit shall be applied. The applicant shall sign and date a duplicate copy of said statement indicating his/her consent to the terms thereof, and shall return the signed document to the city manager prior to application of the impact fee credit. The applicant's failure to sign, date, and return said statement within sixty calendar days may nullify the credit.
- G. No credit shall be given for dedications for, contributions toward or construction of project improvements.
- H. Any request for a credit must be submitted in writing to the city manager within sixty calendar days of the city's receipt of the building permit application for the underlying development activity. An applicant's failure to timely file a request by said deadline shall conclusively waive the applicant's entitlement to any such credit.
- I. The City Manager, with Council approval, may enter into a development agreement that establishes the terms of the credit when deemed to be in the best interest of the City but does not fully comply with the provisions of this code.
- J. Determinations made by the city manager pursuant to this section shall be subject to appeal pursuant to CMC Section 3.50.080.



CARNATION CITY COUNCIL

A G E N D A B I L L

TITLE: A RESOLUTION awarding a bid and authorizing City Manager for execution of contract for the Carnation Community Space in an amount not to exceed \$4,239,297.00	Agenda Bill No.:	AB23-77
	Type of Action:	RESOLUTION
	Origin: <i>(Council/Manager)</i>	City Manager
	Agenda Bill Author:	City Manager Office
EXHIBITS: <ul style="list-style-type: none"> Bid Tabulation Carnation Community Space Bid Documents & Contract: https://carnationwa.sharepoint.com/:b:/g/EWNwkje4S3tlvPGRWu5nxKIB8qAfeUSCVYqBaLpxITa1zA?e=IdsEWd Resolution 	Date Submitted:	07-18-23
	For Agenda of:	07-18-23
	Expenditure Required:	\$4,239,297.00
	Amount Budgeted:	\$3,800,00.00
	Appropriation Required:	\$439,297.00

SUMMARY STATEMENT AND DISCUSSION:

Proposals for bid were released according to the following schedule:

- Proposals were released May 16th, 2023.
- Addendum #1 took place on May 30th, 2023.
- Addendum #2 took place on June 13th, 2023.
- Bid Opening took place on June 20th, 2023, 10:00 A.M., at City Hall.

RECOMMENDED ACTION: I move to award a bid and authorize the City Manager to execute a contract for the Carnation Community Space in an amount not to exceed **\$4,239,297.00**

LEGISLATIVE HISTORY:

ACTION TAKEN					
MOTION AS PROPOSED			MOTION AS AMENDED		
Motion made by:			Motion made by:		
Second by:			Second by:		
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Harris			Harris		
Burrell			Burrell		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

**Bid Opening for City of Carnation
 Carnation Community Center/EOC
 Bid Date/Time: June 20th, 2023 10am**

Note: Bid Results are for Contractor Information only; these results will undergo further review by the to the lowest responsive and responsible bidder.

Bidder Name	Bid		Addenda
	Security	Proposal Signed	Acknowledged
Sea Con LLC, Issaquah	x	x	x
Forma Olympia	x	x	x
Westmark Construction	x	x	x
Petra Inc	x	x	x
PCL Construction Services Bellevue	x	x	x
Kassel and Assoc, Redmond	x	x	x
Western Ventures Construction	x	x	x
CDK, Inc	x	x	x

City of Carnation in order to determine award

Project Total Bid Amount

4,239,297
5,637,000
5,729,139
5,188,000
5,300,000
5,197,000
5,234,000
4,825,000

CITY OF CARNATION

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARNATION, WASHINGTON ACCEPTING BID AND AUTHORIZING CITY MANAGER EXECUTION OF CONTRACT FOR THE CARNATION COMMUNITY SPACE

WHEREAS the notice to bidders has been duly given as required by law publication for the Carnation Community Space, for the City of Carnation, as described in plans and specifications; and

WHEREAS there have been filed with the City Clerk in response to the published notice eight bid proposals for providing the specified requirements and specifications accompanying each proposal: and

WHEREAS the bid from Seacon, LLC, of Issaquah, Washington, is the best and lowest responsible bid for designated public improvement.

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

Section 1. That the bid for the Carnation Community Space of Carnation, WA and the same is hereby accepted for the construction of the improvements as described in the plans and specifications. Therefore, the contract for the construction of same is now awarded to Seacon, LLC in the total amount of four million two hundred thirty-nine thousand two hundred ninety-seven (\$4,239,297.00) Dollars.

Section 2: The Council of the City of Carnation, Washington are hereby authorizing City Manager to negotiate and enter into contract with the Contractor for the public improvements as is herein referred to.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 2023.

CITY OF CARNATION

MAYOR, JIM RIBAIL

ATTEST/AUTHENTICATED:

CITY CLERK, LORA WILMES

RESOLUTION NO.: _____



CARNATION CITY COUNCIL AGENDA Regular Meeting

Mayor Jim Ribail, Deputy Mayor Tim Harris, Ryan Burrell, Dustin Green, Adair Hawkins

DATE: August 2nd, 2023

TIME: 6:00 P.M.

JOIN ONLINE VIA ZOOM: <http://bit.ly/3BbmBBu>

Meeting ID: 983 3856 5355

Passcode: 970731

Dial by location: (253) 215 - 8782

For inquiries and/or assistance regarding how to use the City's online meeting format please email clerk@carnationwa.gov, or call (425) 333-4192.

1. **CALL TO ORDER:** Mayor Jim Ribail
2. **PLEDGE OF ALLEGIANCE:** Deputy Mayor Harris
3. **ROLL CALL:** City Clerk Lora Wilmes
4. **APPROVAL OF AGENDA:** Mayor and Council
5. **EXECUTIVE SESSION:**

6. **CONSENT AGENDA:**
 - a) Approval of Minutes for the following dates:
 - i. Regular Session: July 18th, 2023
 - b) Approval of Claims in the following amount(s):
 - i. \$

7. **COUNCIL REPORTS AND REQUESTS**

8. **STAFF REPORTS:**
 - a) Community Economic Development Department Report - CED Principal Rhonda Ender
 - b) Capital Improvement Projects / Administrative Services Department Report - Administrative Services Manager Lora Wilmes
 - c) City Manager's Office Report - City Manager Ana Cortez

9. PUBLIC COMMENT & REQUESTS: *Public comment on meeting items or other issues of note or concern. Comments may be submitted in advance by writing or e-mailing clerk@carnationwa.gov, or made in person, or by telephone or computer connection at the time of the meeting. Individual comments shall be limited to three minutes. Group comments shall be limited to five minutes.*

10. PRESENTATIONS:

11. AGENDA BILLS:

- a) AB23-XX – Schefer Development Agreement

12. DISCUSSION ITEMS:

13. FUTURE AGENDAS:

- a) Tentative agenda for the meeting of August 15th, 2023
- b) Tentative agenda for the meeting of September 5th, 2023

14. ADJOURNMENT: Mayor Jim Ribail





CARNATION CITY COUNCIL AGENDA Regular Meeting

Mayor Jim Ribail, Deputy Mayor Tim Harris, Ryan Burrell, Dustin Green, Adair Hawkins

DATE: August 15th, 2023

TIME: 6:00 P.M.

JOIN ONLINE VIA ZOOM: <https://bit.ly/3xIFY9B>

Meeting ID: 976 1525 3648

Passcode: 894903

Dial by Location: (253) 215 - 8782

For inquiries and/or assistance regarding how to use the City's online meeting format please email clerk@carnationwa.gov, or call (425) 333-4192.

1. **CALL TO ORDER:** Mayor Jim Ribail
2. **PLEDGE OF ALLEGIANCE:** Councilmember Adair Hawkins
3. **ROLL CALL:** City Clerk Lora Wilmes
4. **APPROVAL OF AGENDA:** Mayor and Council
5. **EXECUTIVE SESSION:**

6. **CONSENT AGENDA:**
 - a) Approval of Minutes for the following date(s):
 - i. Regular Session: August 2nd, 2023
 - b) Approval of Claims in the following amount(s):
 - i. \$
 - c) Approval of Payroll for the following pay period(s):
 - i. July 1st, 2023 – July 31st, 2023

7. **COUNCIL REPORTS AND REQUESTS**

8. **STAFF REPORTS:**
 - a) Community Economic Development Department Report - CED Principal Rhonda Ender

- b) Capital Improvement Projects / Administrative Services Department Report - Administrative Services Manager Lora Wilmes
- c) City Manager's Office Report - City Manager Ana Cortez

9. PUBLIC COMMENT & REQUESTS: *Public comment on meeting items or other issues of note or concern. Comments may be submitted in advance by writing or e-mailing clerk@carnationwa.gov, or made in person, or by telephone or computer connection at the time of the meeting. Individual comments shall be limited to three minutes. Group comments shall be limited to five minutes.*

10. PRESENTATIONS:

11. AGENDA BILLS:

- a) AB23-XX Sign Code

12. DISCUSSION ITEMS:

13. FUTURE AGENDAS:

- a) Tentative agenda for the meeting of September 5th, 2023
- b) Tentative agenda for the meeting of September 19th, 2023

14. ADJOURNMENT: Mayor Jim Ribail

