



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, September 6, 2022 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA
Meeting Link: <https://us06web.zoom.us/j/88255580309>

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. COUNCIL BUSINESS

- A.** Equity, Diversity and Inclusion (Trainings, Planning, etc.)
- B.** Mt. View Community Center (MVCC) Agreement
- C.** 24th St. Drainage Improvement Project Contract
- D.** Transpo Contract Amendment
- E.** View Pointe RV's BLA - LID Segregation

3. OTHER COUNCIL ITEMS

4. ADJOURN

Study Sessions are meetings for Council to review upcoming and pertinent business of the City, no action is taken by the City Council. Study Sessions are open to the public, but public input is reserved for the regular Council meetings



City Of Edgewood Council Agenda Summary Sheet

Subject: Equity, Diversity and Inclusion (Trainings, Planning, etc.)	Agenda Item #: 2.A
	For Agenda of: 9/6/2022
	Prepared by: Daryl Eiding
Attachments (list):	
Approval of Materials: Daryl Eiding Rachel Pitzel 8/31/2022 Daryl Eiding 8/31/2022	Expenditure Required:
	Amount Budgeted:
	Timeline: Topic to be added to all future Study Sessions (see item history below)

Summary Statement:

The City Council is committed to creating a stronger and more inclusive community and believe that equity, diversity and inclusion are essential for our present and our future.

Item History:

Councilmember West will host a discussion exploring methods to gather the voices of citizens, including those who aren't typically engaged. Please review the videos included below:

- 1.) TEDxUoChester: Citizen Participation and Democratising City Strategies
https://www.ted.com/talks/una_meehan_citizen_participation_and_democratising_city_strategies
- 2.) 23ABC: Community Members Suggest Changes to the City's General Plan
<https://news.yahoo.com/community-members-suggest-changes-citys-011746896.html>

Both examples show how two different cities accomplished the challenge of gathering the voice of citizens. Today Edgewood uses town halls, open houses, and national nights out. I'd like to ask each council member to consider the videos shared and reflect on the following two questions:

Questions:

- 1.) How could the city of Edgewood and any future citizen EDI committee utilize a similar approach?
- 2.) What would be the benefits and risks of doing so?

The council has asked that this topic be discussed at all study sessions for the foreseeable future. As such, this has been a reoccurring agenda item since September of 2020.

Recommended Action:

N/A

Fiscal Note/Consideration:

N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: Mt. View Community Center (MVCC) Agreement	Agenda Item #: 2.B
	For Agenda of: 9/6/2022
	Prepared by: Dave Gray
Attachments (list): 1. Emergency Shelter Site Agreement - Template	
Approval of Materials: Dave Gray Rachel Pitzel 9/1/2022 Daryl Eidingen 9/1/2022	Expenditure Required: The current appropriation amount considered by the Council is \$50,000.
	Amount Budgeted: This item would require a budget amendment, as it was not budgeted.
	Timeline: Sept 6th, 2022 Study Session for Council Discussion and potential direction to the Mayor. Sept. 13th, 2022 further discussion by Council and potential action. This item would be under new business.

Summary Statement:

The City of Edgewood has a long standing relationship with the Mt. View Community Center (MVCC). The Mayor, Council and City Staff have volunteered, raised funds, and the City contributed funds from the Cares Act for the MVCC to assist in the mitigation of food insecurity within the community during the worst of the pandemic. The City Council see the activities of the MVCC as critical and embedded as a wealth of resources to the community and would like to utilize public funding to help focused, annually approved and reviewed programs and readiness to the direct benefit our the members of the Edgewood community. Immediate needs such as standing up a resource for cooling and heating, meal provision, and senior, child and economically challenged services for members of the community are among those items of initial focus. The city considers funds delivered for these focused services a force multiplier to the ongoing efforts to better the lives of members of the Edgewood community using the existing resources and operations of the MVCC currently in place.

Item History:

Recommended Action:

Move to modify the agreement to include language best focused by the city council post discussion of this issue.

Fiscal Note/Consideration:
Potentially \$50,000 dollars.

**CITY OF _____ EMERGENCY SHELTER & ONGOING COMMUNITY
SERVICES AGREEMENT**

This Emergency Shelter & Ongoing Services Agreement (“Agreement”) is entered into by and between the following Parties:

CITY OF _____, WASHINGTON (“City”)

Physical Address:

Mailing Address:

Contact: Phone: Fax:

and

[INSERT NAME] (“Provider”)

Physical Address:

Mailing Address:

Contact: _____ Phone: _____ Email: _____

Tax Id No.:

for services to be rendered by Provider in connection with the provision of physical shelter and site accommodations to residents of the City of _____ in the event of an emergency, as further described below.

TERMS AND CONDITIONS

1. Emergency Shelter Services by Provider

1.1 Provider is the owner of property located at _____, Washington (the “Property”). Provider desires to make the Property available to the City and City residents for use as an emergency shelter site in the event of severe weather events affecting the City of _____, including severe heat, cold, flood, wildfire, tornado, earthquake, or other extreme conditions involving widespread loss of power, loss of water, extreme temperatures, or other risks to residents’ life and health safety (“Emergency Site Accommodations”) as well as other non-emergency community services such as food, shelter and other critical services for those challenged by circumstance.

1.2 For and in consideration of the compensation provided below, Provider shall provide Emergency Site Accommodations and other related services (collectively, the “Emergency Shelter Services”) all as described in the Scope of Services attached to this Agreement as **Exhibit "A."** The Emergency Shelter Services provided by Provider shall not exceed the Scope of Services set forth in Exhibit A, nor shall the Provider be entitled to a greater amount of compensation than that provided in this Agreement, without the prior written authorization of the City.

1.3 The City may from time to time require changes or modifications in the Scope of Services. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.

1.4 This Agreement is effective upon execution by the Parties and shall remain in effect through _____, unless terminated by written notice in accordance with Section 6, below.

1.5 Provider represents and warrants that it, its staff to be assigned to provide services under this Agreement, and its subcontractors and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Provider and its subcontractors under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by providers of public accommodations and emergency shelter services.

2. Schedule of Services

2.1 Provider shall complete the site upgrades and Emergency Shelter Services described in the Scope of Services in a timely manner/according to the schedule provided therein following payment by the City of the compensation described below.

2.2 Provider shall assure that it, and its subcontractors, will have adequate staffing at all times in order to deliver the Scope of Services in a timely and efficient manner. If factors beyond Provider's control that could not have been reasonably foreseen as of the date of this Agreement cause delay or unavailability in provision of Emergency Shelter Services, or a deficiency in Provider's performance, then the parties will negotiate in good faith to determine whether an extension or other modification of this Agreement is appropriate. The Provider shall provide the City with written notice of any anticipated unavailability or restrictions on use of Provider's property for Emergency Shelter Services, or potential delays in completing necessary site upgrades, within _____ business days after the Provider becomes aware of the potential unavailability, restriction, or delay, in completion of the upgrades or the City's ability to use Provider's Property as an emergency shelter facility.

3. Compensation

FIXED SUM. Compensation for the services provided in the Scope of Work shall be a fixed sum of _____ Dollars (\$ _____), by check payable to Provider.

4. Payment

4.1 Provider shall provide, in a format acceptable to the City, proof of payment reflecting all of Provider's equipment purchases, construction costs, site upgrades, labor costs, and other expenses incurred or services rendered by Provider using funds paid by the City pursuant to this Agreement.

4.2 Provider shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after the expiration of this Agreement unless a longer period is required. Provider shall make copies available to the City on request.

4.3 If the Property upgrades or other work to be performed pursuant to the Scope of Services does not meet the requirements of the Agreement, Provider will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

5. Discrimination and Compliance with Laws

5.1 Provider 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.

5.2 Provider and its subcontractors shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

5.3 Any violation of this Section 5 shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in Provider's ineligibility to conduct further work for the City.

6. Suspension and Termination of Agreement

6.1 The City may terminate this Agreement for public convenience, the Provider's default, the Provider's insolvency or bankruptcy, or the Provider's assignment for the benefit of creditors, at any time prior to completion of the work described in Section 1. Termination shall be effective immediately upon posting or transmission of written notice by the City, or on such date as stated in the City's notice, whichever is later.

6.2 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Provider notice in writing ten (10) days prior to the termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Provider pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Provider may complete such analyses and records as may be necessary to place its files in order. Provider shall be entitled to compensation for any satisfactory work completed prior to the date of suspension or termination.

6.3 Any notice from the City to Provider regarding the suspension of this Agreement shall specify the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Provider's reasonable expenses and shall be subject to verification. Provider shall resume performance of services under this Agreement without delay when the suspension period ends.

7. Standard of Care

Provider represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Provider provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. Provider understands and agrees that the services rendered pursuant to this Agreement are for the sole exclusive benefit of the City and that no third party shall have authority to authorize, approve, direct, or control any of the services rendered to the City pursuant to this Agreement, and further, that no third-party beneficiaries with rights to enforce this Agreement are created or intended.

8. Ownership of Work Product

8.1 Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall be vested in the City and shall be submitted to the City upon completion or termination of this Agreement. Any reuse of these materials by the City for projects or purposes other than those that fall within the scope of this Agreement, without written concurrence by Provider, will be at the sole risk of the City.

8.2 The documents prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify Provider against all claims made against Provider for damage or injury, including defense costs, arising out of the City's reuse of such documents beyond the use for which they were originally intended without the written authorization of Provider.

9. Indemnification/Hold Harmless

9.1 Provider shall indemnify and hold the City, its officers, employees, agents, and volunteers harmless from all claims, injuries, damages, losses, or suits (including all legal costs and attorney fees) arising out of or in connection with the acts, errors, or omissions of Provider or its subcontractors in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. If a court of competent jurisdiction determines 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 Provider and the City (including its officers, officials, employees, agents, and volunteers), the Provider's liability hereunder shall be only to the extent of the Provider's own negligence.

9.2 The City's inspection or acceptance of any of the Provider's work when completed shall not be grounds to avoid any of these covenants of indemnification.

9.3 IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE PROVIDER'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE PROVIDER'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE PROVIDER'S EMPLOYEES DIRECTLY AGAINST THE PROVIDER.

9.4 The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance

10.1 Provider shall procure and maintain for the duration of this 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 Provider, its agents, representatives, or employees.

10.2 Provider shall procure and maintain insurance of the types described below:

- a. 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.
- b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an insured under the Provider's Commercial General Liability insurance policy with respect to the work performed for the City.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

10.3 Minimum Amounts of Insurance. Provider shall maintain the following insurance limits:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

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

- a. The Provider's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Provider's insurance and shall not contribute with it.
- b. The Provider's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- c. The City will not waive its right to subrogation against the Provider. The Provider's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation. The Provider's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
- d. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

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

10.6. Verification of Coverage. Provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Provider before commencement of the work.

11. Assigning or Subcontracting

11.1 Provider shall not assign, transfer, subcontract, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld at the sole discretion of the City.

12. Independent Contractor

12.1 Provider and its subcontractors are, and shall be at all times during the term of this Agreement, independent contractors. As the Provider is customarily engaged in an independently established trade which encompasses some or all of the types of services provided to the City hereunder, no agent, employee, representative, or subcontractor of the Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the work, the Provider is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or subcontractors of the Provider. The

12.2 The Provider shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at Provider's own risk, and Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held by Provider for use in connection with the work.

13.1 All notices required by this Agreement shall be considered properly delivered when personally delivered or on the third day following mailing, postage prepaid, certified mail, return receipt requested to:

With a copy to: City Clerk

Provider: _____

Any suit or action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington, without reference to its choice-of-law rules. Exclusive venue shall be in Pierce County Superior Court, Washington.

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

This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended,

modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

17. Conflict of Interest; Non-Collusion

17.1 No officer, employee, or agent of the City, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Provider shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The Provider represents that the Provider presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of the Provider’s services and obligations hereunder. The Provider further covenants that, in performance of this Contract, no person having any such interest shall be employed by the Provider. The contractor’s officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.

17.2 The Contractor warrants and represents that the Contractor has not, nor has any other member, employee, representative, agent or officer of the Contractor, entered into or offered to enter into any combination, collusion or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

ACKNOWLEDGED AND AGREED TO BY:

CITY OF _____	PROVIDER
By: _____ _____, Mayor	By: _____
Date: _____	Printed Name: _____
Attest:	Its: _____
By:	Date: _____
_____ City Clerk	

Approved as to form: By: City Attorney	
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EXHIBIT A
SCOPE OF SERVICES

[This needs to be carefully spelled out as clearly as possible. Some suggested areas to cover are listed below.]

Emergency Shelter Services

- Emergency Site Accommodations:
 - Days/hours of emergency operations
 - Who is eligible to use the emergency site
 - Staffing during emergencies – level of staffing/volunteers and what duties they will perform
 - Allocation of responsibilities as between Provider staff/volunteers and City employees
 - Who is responsible for purchasing supplies and equipment (preferably the Provider will handle all the purchasing decisions so that it's outside the public procurement rules)?
 - Who is responsible for maintenance and repair of equipment used in providing emergency shelter services, etc.?
 - Communications – who is responsible for letting residents know that the facilities are available? How will it be communicated?
- Other Services:
 - Furnishing supplies??
 - Anything else??
- Site Upgrades:
 - [describe improvements required to Property]
 - [identify equipment required to be purchased]



City Of Edgewood Council Agenda Summary Sheet

Subject: 24th St. Drainage Improvement Project Contract	Agenda Item #: 2.C
	For Agenda of: 9/6/2022
	Prepared by: Chuck Hendricksen
Attachments (list): 1. 1 - Call for Bids 2. 2 - Bid Tabulation 3. 3 - Proposal - RS Underground 4. 4 - Public Works Contract 5. 5 - Public Works Payment Bond-Performance Bond	
Approval of Materials: Chuck Hendricksen Rachel Pitzel 9/1/2022 Daryl Eidinger 9/1/2022	Expenditure Required: Base Bid: \$236,715 Incl. Alt. 1: \$293,180
	Amount Budgeted: \$200,000 (2022 CIP Project SW-16) \$270,460 (Engineer's Estimate)
	Timeline: 09/06/2022 SS 09/13/2022 RCM

Summary Statement:

On July 29, 2022, the City advertised a Call for Bids (attached). We received six (6) responses by the August 18, 2022 deadline. City staff tabulated the bid results, reviewed the lowest apparent bidder's proposal, and upon initial coordination with said bidder they withdrew from consideration. Staff then reviewed the second lowest bidder's proposal (attached), checked references, and determined the lowest responsive, responsible bidder was RS Underground, Inc. Staff is seeking Council direction on whether or not to proceed with contract award and execution, including whether or not to perform the additional work in Bid Alternative 1 (intersection improvements). Also attached for Council's information is the proposed construction contract and bonds.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding 24th St. Drainage Improvement Project Contract

Fiscal Note/Consideration:

The Engineer's Construction Cost Estimate for this project was \$270,460, including Bid Alternative 1. The Council-adopted Capital Improvement Plan identified \$200,000 in 2022 under Project SW-16, to be covered

entirely by the City's Surface Water Utility Fund. Not considering the withdrawn proposal, construction bids received range from \$293,180 to \$373,420.

CALL FOR BIDS

CITY OF EDGEWOOD

**DRAINAGE IMPROVEMENT PROJECT –
24th STREET EAST AND 122nd AVENUE EAST
ENGINEER’S ESTIMATE \$270,460.00
(Base Bid \$227,485.00 – Alternative \$42,975.00)**

Sealed Proposals will be received by the undersigned at the City of Edgewood, 2224 104th Avenue East, Edgewood, Washington 98372, up to **11:00 am local time on Thursday, August 18, 2022**, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct the aforementioned Drainage Improvement Project.

This project consists of furnishing all labor, materials and equipment necessary for the construction of drainage improvements and paving beginning at the intersection of 122nd Ave E and 24th St E, extending east along 24th St E to approximately 125th Ave Ct E, including but not limited to: demolition, storm drainage, asphalt paving preparation and installation, and shoulder restoration.

The Work shall be substantially complete within 25 working days after the commencement date stated in the Notice to Proceed. All bidding and construction is to be performed in compliance with the Contract Provisions and Contract Plans for this project and any addenda issued thereto that are on file at the office of the City Clerk, City Hall, Edgewood, Washington.

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

Bid Documents for this project are available free-of-charge on the City’s website: <https://www.cityofedgewood.org/bids.aspx>. A Bidders List will not be maintained with this solicitation, so bidders are encouraged to monitor the website for any addenda. Contract questions shall be directed to Chuck Hendricksen, City Engineer, City of Edgewood, (253) 392-2560.

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

(Signed) **RACHEL PITZEL, CMC**
CITY CLERK

	BIDDER			ENGINEER'S ESTIMATE		RW Scott Construction		RS Underground Inc.		Blue Mountain Construcion Group LLC		New X Inc.		NW Cascade Inc.		Active Construction Inc.	
	BIDDER ADDRESS					4005 West Valley Hwy. N. Auburn		7725 142nd Ave. E. Puyallup		2335 W. Newton St. Seattle		19916 Old Owen Road #7, Monroe		PO Box 7339 Puyallup, WA 98373		5110 River Road E. Tacoma, WA 98443	
	WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.					579 092 00		932 465 01		266 551 00		999 641 03		265 081 00		200 933 00	
	WASHINGTON STATE CONTRACTOR'S REG. NUMBER					PWSCOC229MU		RSUND*998JP		BLUEMMC798J6		NEWXIXI892KL		NORTHCI748BG		ACTIVU164JL	
	BID BOND OR OTHER GOOD FAITH TOKEN			Bond		Bond		Bond		Bond		Bond		Bond		Bond	
NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
24th and 122nd Drainage Improvements																	
1	Minor Change (1-04.4(1))	1	CALC	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
2	Survey (1-05.4(2))	1	LS	\$6,000.00	\$6,000.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$4,646.00	\$4,646.00	\$5,500.00	\$5,500.00	\$3,350.00	\$3,350.00	\$3,500.00	\$3,500.00
3	SPCC Plan (1-07.15(1))	1	LS	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1.00	\$1.00	\$500.00	\$500.00	\$3,800.00	\$3,800.00	\$150.00	\$150.00
4	Mobilization, cleanup and demob. (1-09.7)	1	LS	\$22,000.00	\$22,000.00	\$37,600.00	\$37,600.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$42,000.00	\$42,000.00	\$35,000.00	\$35,000.00	\$33,000.00	\$33,000.00
5	COVID-19 Safety Plan (1-07)	1	LS	\$1,000.00	\$1,000.00	\$250.00	\$250.00	\$1,500.00	\$1,500.00	\$1.00	\$1.00	\$100.00	\$100.00	\$500.00	\$500.00	\$150.00	\$150.00
6	Temporary Erosion and Sediment Control (8-01)	1	LS	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$3,500.00	\$3,500.00	\$3,001.00	\$3,001.00	\$2,700.00	\$2,700.00	\$22,500.00	\$22,500.00	\$3,500.00	\$3,500.00
7	Temporary Traffic Control (including flaggers)	1	LS	\$15,000.00	\$15,000.00	\$40,000.00	\$40,000.00	\$18,000.00	\$18,000.00	\$89,601.00	\$89,601.00	\$30,100.00	\$30,100.00	\$35,000.00	\$35,000.00	\$32,556.75	\$32,556.75
8	Sawcutting (2-02)	134	LF	\$15.00	\$2,010.00	\$10.00	\$1,340.00	\$10.00	\$1,340.00	\$15.00	\$2,010.00	\$5.00	\$670.00	\$10.00	\$1,340.00	\$10.00	\$1,340.00
9	Remove Existing Storm (2-02)	1	LS	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$3,294.00	\$3,294.00	\$18,700.00	\$18,700.00	\$17,942.00	\$17,942.00	\$7,150.00	\$7,150.00
10	HMA Drvieway Approach	10	EA	\$2,500.00	\$25,000.00	\$3,725.00	\$37,250.00	\$1,500.00	\$15,000.00	\$279.00	\$2,790.00	\$3,000.00	\$30,000.00	\$5,100.00	\$51,000.00	\$3,850.00	\$38,500.00
11	Catch Basin Type I (7-05)	2	EA	\$2,500.00	\$5,000.00	\$2,200.00	\$4,400.00	\$2,500.00	\$5,000.00	\$2,684.00	\$5,368.00	\$4,500.00	\$9,000.00	\$2,500.00	\$5,000.00	\$2,650.00	\$5,300.00
12	Catch Basin Type II (7-05)	3	EA	\$6,500.00	\$19,500.00	\$6,000.00	\$18,000.00	\$5,000.00	\$15,000.00	\$2,685.00	\$8,055.00	\$5,500.00	\$16,500.00	\$4,000.00	\$12,000.00	\$5,700.00	\$17,100.00
13	Storm Sewer Pipe 12 In. Diam. (7-04)	850	LF	\$75.00	\$63,750.00	\$152.00	\$129,200.00	\$133.00	\$113,050.00	\$16.00	\$13,600.00	\$50.00	\$42,500.00	\$103.00	\$87,550.00	\$117.00	\$99,450.00
14	Connection to Drainage Structure (7-05)	1	EA	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$518.00	\$518.00	\$2,000.00	\$2,000.00	\$1,050.00	\$1,050.00	\$2,000.00	\$2,000.00
15	Ditch or Shoulder Restoration (8-02)	855	SY	\$45.00	\$38,475.00	\$15.00	\$12,825.00	\$15.00	\$12,825.00	\$8.00	\$6,840.00	\$22.00	\$18,810.00	\$18.00	\$15,390.00	\$12.75	\$10,901.25
16	Connect Existing Downspout (7-05)	5	EA	\$500.00	\$2,500.00	\$500.00	\$2,500.00	\$500.00	\$2,500.00	\$518.00	\$2,590.00	\$1,500.00	\$7,500.00	\$360.00	\$1,800.00	\$735.00	\$3,675.00
Bid Alternative 1																	
17	HMA CL. 1/2 in. PG 58H-22" (5-04)	7	TN	\$200.00	\$1,400.00	\$300.00	\$2,100.00	\$550.00	\$3,850.00	\$465.00	\$3,255.00	\$1,000.00	\$7,000.00	\$595.00	\$4,165.00	\$1,065.00	\$7,455.00
18	Crushed Surfacing Top Course (4-04)	5	TN	\$60.00	\$300.00	\$100.00	\$500.00	\$500.00	\$2,500.00	\$178.00	\$890.00	\$551.00	\$2,755.00	\$69.00	\$345.00	\$253.00	\$1,265.00
19	Catch Basin Type I (7-05)	3	EA	\$2,500.00	\$7,500.00	\$2,300.00	\$6,900.00	\$2,500.00	\$7,500.00	\$2,685.00	\$8,055.00	\$5,200.00	\$15,600.00	\$1,600.00	\$4,800.00	\$2,625.00	\$7,875.00
20	Storm Sewer Pipe 12 In. Diam. (7-04)	230	LF	\$75.00	\$17,250.00	\$123.00	\$28,290.00	\$133.00	\$30,590.00	\$16.00	\$3,680.00	\$40.00	\$9,200.00	\$88.00	\$20,240.00	\$104.50	\$24,035.00
21	Storm Sewer Pipe 12 In. CL 52 DI (7-04)	45	LF	\$90.00	\$4,050.00	\$152.00	\$6,840.00	\$160.00	\$7,200.00	\$78.00	\$3,510.00	\$134.00	\$6,030.00	\$206.00	\$9,270.00	\$220.50	\$9,922.50
22	Connect Existing Downspout (7-05)	2	EA	\$500.00	\$1,000.00	\$800.00	\$1,600.00	\$500.00	\$1,000.00	\$518.00	\$1,036.00	\$1,500.00	\$3,000.00	\$360.00	\$720.00	\$785.00	\$1,570.00
23	Ditch or Shoulder Restoration (8-02)	255	SY	\$45.00	\$11,475.00	\$15.00	\$3,825.00	\$15.00	\$3,825.00	\$28.00	\$7,140.00	\$50.00	\$12,750.00	\$18.00	\$4,590.00	\$11.50	\$2,932.50
	Subtotal, Base Bid				\$227,485.00		\$373,420.00		\$293,180.00		\$204,881.00		\$297,915.00		\$352,352.00		\$328,328.00
	Subtotal Alternative 1				\$42,975.00												
	Sales Tax @ 0% (Revenue Rule No. 171)				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
TOTAL CONSTRUCTION COST, SCHEDULE A					\$270,460.00		\$373,420.00		\$293,180.00		\$204,881.00		\$297,915.00		\$352,352.00		\$328,328.00
Sealed bids were opened at the City of Edgewood, 2224 104th Avenue East, Edgewood, Washington 98372 on August 18, 2022, at 11:00 A.M. (local time).																	
DENOTES MATHEMATICAL OR ROUNDING ERROR																	
I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.																	
 Charles Hendricksen, P.E.																	

**DRAINAGE IMPROVEMENT PROJECT –
24th STREET EAST AND 122nd AVENUE EAST**

**ENGINEER'S ESTIMATE \$270,460.00
(Base Bid \$227,485.00 – Alternative \$42,975.00)**

PROPOSAL

City of Edgewood
2224 104th Avenue East
Edgewood, Washington 98372

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

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

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

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

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

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

PROPOSAL - Continued**SCHEDULE A: 24th ST E DRAINAGE IMPROVEMENTS**

<u>NO.</u>	<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Minor Change (1-04.4(1))	1	CALC	\$15,000	\$15,000
2.	Survey (1-05.4(2))	1	LS	\$ <u>5,000.⁰⁰</u>	\$ <u>5,000.⁰⁰</u>
3.	SPCC Plan (1-07.15(1))	1	LS	\$ <u>1,500.⁰⁰</u>	\$ <u>1,500.⁰⁰</u>
4.	Mobilization, Cleanup and Demobilization (1-09.7)	1	LS	\$ <u>15,000.⁰⁰</u>	\$ <u>15,000.⁰⁰</u>
5.	COVID-19 Safety Plan (1-07)	1	LS	\$ <u>1,500.⁰⁰</u>	\$ <u>1,500.⁰⁰</u>
6.	Temporary Erosion and Sediment Control (8-01)	1	LS	\$ <u>3,500.⁰⁰</u>	\$ <u>3,500.⁰⁰</u>
7.	Temporary Traffic Control (including flaggers)	1	LS	\$ <u>18,000.⁰⁰</u>	\$ <u>18,000.⁰⁰</u>
8.	Sawcutting (2-02)	134	LF	\$ <u>10.⁰⁰</u>	\$ <u>1,340.⁰⁰</u>
9.	Removal of Existing Storm (2-02)	1	LS	\$ <u>10,000.⁰⁰</u>	\$ <u>10,000.⁰⁰</u>
10.	HMA Driveway Approach (8-06)	10	EA	\$ <u>1,500.⁰⁰</u>	\$ <u>15,000.⁰⁰</u>
11.	Catch Basin Type I (7-05)	2	EA	\$ <u>2,500.⁰⁰</u>	\$ <u>5,000.⁰⁰</u>
12.	Catch Basin Type II (7-05)	3	EA	\$ <u>5,000.⁰⁰</u>	\$ <u>15,000.⁰⁰</u>
13.	Storm Sewer Pipe 12 In. Diameter (7-04)	850	LF	\$ <u>133.⁰⁰</u>	\$ <u>113,050.⁰⁰</u>
14.	Connection to Drainage Structure (7-05)	1	EA	\$ <u>2,500.⁰⁰</u>	\$ <u>2,500.⁰⁰</u>
15.	Ditch or Shoulder Restoration (8-02)	855	SY	\$ <u>15.⁰⁰</u>	\$ <u>12,825.⁰⁰</u>
16.	Connect Existing Downspout (7-05)	5	EA	\$ <u>500.⁰⁰</u>	\$ <u>2,500.⁰⁰</u>

Subtotal (Schedule A): \$ 236,715.00Washington State Sales Tax (0% Per W.S. Revenue Rule No. 171): \$ 0.00TOTAL CONSTRUCTION COST (SCHEDULE A): \$ 236,715.00

PROPOSAL - Continued**ALTERNATE 1: 24th ST E and 122nd AVE E INTERSECTION IMPROVEMENTS**

17.	HMA CL. ½ in. PG 58H-22" (5-04)	7	TN	\$ <u>550</u>	\$ <u>3,850.⁰⁰</u>
18.	Crushed Surfacing Top Course (4-04)	5	TN	\$ <u>500.⁰⁰</u>	\$ <u>2,500.⁰⁰</u>
19.	Catch Basin Type I (7-05)	3	EA	\$ <u>2500.⁰⁰</u>	\$ <u>7,500.⁰⁰</u>
20.	Storm Sewer Pipe 12 In. Diam. (7-04)	230	LF	\$ <u>133.⁰⁰</u>	\$ <u>30,590.⁰⁰</u>
21.	Storm Sewer Pipe 12 In. CL 52 DI (7-04)	45	LF	\$ <u>160.⁰⁰</u>	\$ <u>7,200.⁰⁰</u>
22.	Connect Existing Downspout (7-05)	2	EA	\$ <u>500.⁰⁰</u>	\$ <u>1,000.⁰⁰</u>
23.	Ditch and Shoulder Restoration (8-02)	255	SY	\$ <u>15.⁰⁰</u>	\$ <u>6,375.⁰⁰</u>

Subtotal (Alternate 1):.....\$ 59,015.⁰⁰

Washington State Sales Tax (0% Per W.S. Revenue Rule No. 171):.....\$ 0.00

TOTAL CONSTRUCTION COST (ALTERNATE 1):.....\$ 59,015.⁰⁰

BID SUMMARY

TOTAL CONSTRUCTION COST
(SCHEDULE A forwarded from page P-2):.....\$ 236,715.⁰⁰

TOTAL CONSTRUCTION COST
(ALTERNATE 1 forwarded from page P-3):.....\$ 59,015.⁰⁰

TOTAL CONSTRUCTION COST
(SCHEDULE A AND ALTERNATE 1):.....\$ 295,730.⁰⁰

Note: A bid must be received on all items.

PROPOSAL - Continued

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm: RS Underground Inc

Address: 7725 142nd AVE E. Puyallup, WA 98372

Telephone No. 253-208-4843 Fax No. —

Contact Person for this Project: Ron Sprague

E-mail: rsunderground97@gmail.com

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

25 Years

WORK TO BE COMPLETED BY BIDDER

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

Work to be Performed	Dollar Amount
<u>All work except Paving & Saw Cutting</u>	<u>274,000 -</u>

PROPOSED SUBCONTRACTORS (Per RCW 39.30.060)

For Proposals exceeding one million dollars, indicate who (either the Contractor submitting this bid or a subcontractor) will be completing the work for each of the categories listed below. Information shall include their Washington State Department of Licensing Contractor's Registration No. This information shall be provided with the Proposal or within one hour after the published Proposal submittal time in accordance with RCW 39.30.060.

Work to be Performed	Subcontractor or Prime (Name and Registration Number)
<u>Paving</u>	<u>Puget Paving</u>
<u>Saw cutting</u>	<u>Evergreen Cutting</u>

PROPOSAL - Continued

ADDENDA RECEIVED

Addendum No.	Date Received	Name of Recipient

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

Subject to any extensions of the Contract time granted under the Contract, the undersigned agrees to substantially complete the Work required under this Contract and to physically complete the Work required under this contract within the working days from when Contract Time begins as indicated in the table below.

	Time from NTP to Substantial Completion	Time from NTP to Physical Completion
Schedule A	25 working days	30 working days

The undersigned has reviewed and fully understands the provisions in the Contract regarding liquidated damages and agrees that liquidated damages shall be \$1,000.00 per day for each and every working day beyond the Contract time allowed for substantial completion until the Substantial Completion Date is achieved and \$500.00 for each and every working day required beyond the Contract Time for physical completion until the Physical Completion Date is achieved.

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

Dept. of Labor and Industries Workman's Compensation Account No. is 93246501;
Dept. of Licensing Contractor's Registration No. is RSU10X998JP;
Unified Business Identifier Number is 602 039 644;
Excise Tax Registration Number is 602 039 644; and
Employment Security Account Number is 118177609.

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

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

PROPOSAL - Continued

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

1. That the undersigned person(s) or entity(ies) has(have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.
2. The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (August 30, 2021), that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Sincerely,

Ronald P. Lyne
Sign Name

8-17-22
Date

By: Ron Sprague President
Print Name, Title

Puyallup, WA
Location Executed (City, State)

RS Underground Inc.
Print Company Name

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

or Proposal bond in the amount of \$ 5%

—, issued through CB & MS of Washington
Name of Bank/Bonding Company

located at PO Box 75715 Seattle, WA 98175
Mailing Address

206-361-9693
Telephone Number of Bank/Bonding Company

BID BOND

Travelers Casualty and Surety Company of America
One Tower Square 3PB, Hartford, CT 06183

Bond No. TX-043

KNOW ALL MEN BY THESE PRESENTS,

That we, R S Underground, Inc.

as Principal, (hereinafter called the Principal), and Travelers Casualty and Surety Company of America,
of One Tower Square 3PB, Hartford, CT 06183, a corporation duly organized under the laws of the State of Connecticut,
as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Edgewood

as OBLIGEE, hereinafter called the OBLIGEE, in the sum of ** 5.00% of the total amount bid ** Dollars
(\$ 5.00% of bid), for the payment of which sum well and truly to be made, the said Principal and the said
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for

Drainage Improvements

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed, sealed, and dated this 11th day of August, 2022

R S Underground, Inc.

Sharlene Sprague
Witness

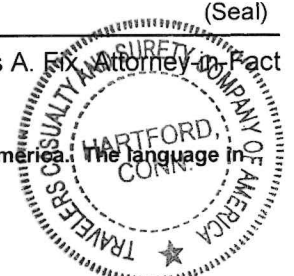
By [Signature] (Seal)
Principal

Travelers Casualty and Surety Company of America

R. A. Funi
Witness

By Chris A. Frix (Seal)
Chris A. Frix, Attorney-in-Fact

Printed in cooperation with American Institute of Architects (AIA) by Travelers Casualty and Surety Company of America. The language in
this document conforms exactly to the language used in AIA (Document A310, February 1970 edition).





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

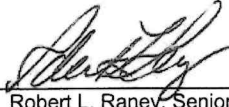
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **CHRIS A FIX** of **BOTHELL**, **Washington**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

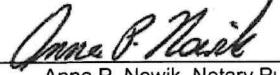
By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

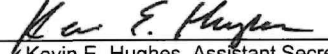
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 11th day of August, 2022.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

PUBLIC WORKS CONTRACT

1. **Contract and Parties.** This Public Works Contract (“Contract”) is between the CITY OF EDGEWOOD, Pierce County, Washington (“City”), a Washington municipal corporation and RS Underground, Inc. (“Contractor”), a corporation organized under the laws of the State of Washington. The City and Contractor are each a “Party” and together the “Parties” to the Contract. The Parties agree as follows.
2. **Project.** The Parties enter into this Contract for purposes of Contractor providing the City with equipment, materials and performing work for the City (“the Project”), generally described as:

DRAINAGE IMPROVEMENT PROJECT – 24th STREET EAST AND 122nd AVENUE EAST, to include furnishing all labor, materials and equipment necessary for the construction of paving and drainage improvements beginning at the intersection of 122nd Ave E and 24th St E, extending east along 24th St E to approximately 125th Ave Ct E, including but not limited to, demolition, storm drainage, asphalt paving preparation and installation, and shoulder restoration as further described in the Bid Documents.
3. **Effective date.** This Contract becomes effective and binding upon the Parties, including each Party’s heirs, successors, and assigns, immediately upon execution of this contract by both parties.
4. **Notices to Parties.** Contractor agrees to accept notices under this Contract via email. It is the responsibility of Contractor to notify the City in writing if any of the contact information appearing below should change. Any notices required under this Contract shall be in writing and delivered to the following addresses. If notice by email, a hard copy shall be delivered or mailed the same date as email.

CITY:

CITY OF EDGEWOOD
2224 104th Ave E
Edgewood, WA 98372-1513
Contact: Chuck Hendricksen
Phone: (253) 392-2560
Email: chuck@cityofedgewood.org

CONTRACTOR:

RS Underground, Inc.
Address: 7725 142nd Avenue E
Puyallup, WA 98372
Contact: Ron Sprague
Phone: 253-208-4843
Email: rsunderground97@gmail.com
Tax ID #: 602-039-644

5. **Notice to Proceed / Completion Time.** Contractor will commence the work set forth herein immediately after receiving written notice from the City to proceed, and further agrees to carry on such work regularly and uninterruptedly thereafter with such force as to secure its completion within 25 working days, after such notice to begin work. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.
6. **Obligations of Contractor.** The following terms and conditions apply to this Contract:

A. *In general.*

- (1) Responsible for all labor and work. Contractor shall be solely responsible for furnishing all labor and performance of all work necessary to complete the Project as required.
- (2) Responsible for furnishing all materials and equipment. Contractor shall furnish all materials and equipment necessary to complete the Project, except for any materials expressly agreed in writing to be provided by the City.
- (3) Documents incorporated by reference. All terms and specifications contained in any Request for Bids that was issued by the City as part of determining the awarding of this Contract are hereby incorporated by reference and must be complied with by Contractor, unless one or more of such terms and specifications are expressly amended or waived in writing by the City. The Contractor agrees to perform all work in accordance with this Contract and the following documents, incorporated herein:
 - This Contract
 - Scope of Work
 - Plans and Contract Drawings
 - Special Provisions
 - General Provisions
 - Bid Documents
 - Contractor's Proposal
 - Addenda (if any)
 - Performance and Bid Bond
 - All provisions required by law to be inserted into this Contract, whether actually attached hereto or not

In the event of a conflict between the provisions of any of the contract documents listed above, the provisions of the document first listed shall prevail.

- (4) Laws and regulations to be followed. Contractor, its employees, agents, and subcontractors, shall at all times fully comply with all applicable laws, regulations, and administrative rulings in performing work for the Project.

- (5) Work Hours. Contractor shall not work on weekends. On Mondays through Fridays, Contractor shall not start work before 7:00 AM, and shall not work after 5:00 PM.
- (6) Conditions of Work. By submitting a bid, Contractor represents and warrants to the City that Contractor has fully informed itself of all conditions relating to the work involved in completing the Project. In prosecuting the work, Contractor shall employ such methods or means as will not interfere with or interrupt the work of the City or its agents, employees or contractors.
- (7) Contractor's Responsibility. Contractor will prosecute the work in accordance with instructions, descriptions and/or plans and specifications provided by the City. Contractor shall carry on the work at its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to the work and/or materials before its final completion and acceptance, repair or replace forthwith the work and/or materials so injured, damaged or destroyed, at his/her own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at site and become responsible therefore as though such materials and/or equipment were being furnished by Contractor. Contractor shall procure all permits (unless permits are secured or waived by the City) and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractor shall be responsible for preparing working drawings, if applicable, and shall submit them to the City for approval prior to commencement of work. For purposes of this Contract, working drawings shall mean, shop drawings, shop plans, erection plans, false-work plans, framework plans, cofferdam, cribbing and shoring plans, or any other supplementary plans or similar data, including a schedule of submittal dates for working drawings where specified, which Contractor will rely on for purposes of conducting the work for the Project.
- (8) Contractor Clean-Up. Prior to physical completion, all debris resulting from Contractor's work, delivery or installation of equipment shall be disposed of entirely by Contractor in an efficient and expeditious manner as required and directed by the City.
- (9) Safety. Contractor and its subcontractors shall take all safety precautions and furnish and install all guards necessary for the prevention of accidents, and shall comply with all laws and regulations with regard to the prosecution of the work. Contractor agrees to furnish Material Safety Data Sheets (Form OSHA-20) applicable for hazardous or potentially hazardous products. Contractor agrees to comply with the conditions of the Washington Industrial Safety and Health Act of 1970, and standards and regulations issued thereunder, and certify that all items furnished and purchased will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless the City from damages assessed against the City because of Contractor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.

B. *Work Performance.*

- (1) Prevailing wages. Contractor shall pay the then current prevailing wages, as that term is defined under the laws of the State of Washington, for all work performed on this Project by Contractor and by Contractor's employees, agents and subcontractors. Contractor is fully responsible for prevailing wage compliance. Upon execution of this Contract, Contractor, and any subcontractors, shall file a "Statement of Intent to Pay Prevailing Wages" with L&I and file a copy of the Statement of Intent to Pay Prevailing Wages with the City. The City shall not make any payments or reimbursements under the Agreement prior to receipt of all required Intent to Pay Prevailing Wages forms.

For reference only, and without relieving any Contractor responsibility, the City notes the State of Washington prevailing wage rates for public works projects located in Pierce County may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Upon request, the City will mail a hard copy of the applicable prevailing wages for this Project. Contractor is advised that this if this contract extends into multiple years, prevailing wage rates are updated annually.

- (2) Notice to City. Minimum two (2) working days' prior notice shall be given to the City's Department of Public Works prior to commencement of work under this Contract.
- (3) Approved Plans & Specifications to be followed. All work is to be performed to the City's satisfaction and in compliance with the Contract Documents listed in section 6.A(3) above, unless such requirements or specifications are expressly amended in writing by the City.
- (4) Schedule of Work to be followed. All Work shall be performed by the date for completion provided in this Contract. Contractor shall diligently proceed with the work and shall assure that it, and its subcontractors, have adequate staffing at all times in order for Contractor to comply with any Schedule of Work agreed to by the Parties, and shall make all reasonable efforts to complete the work in a timely manner.
- (5) Duty to Correct. Contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the Contract. The Contractor shall bear the cost of correcting such rejected work. If the Contractor fails to correct nonconforming work within a reasonable time, the City may correct it and Contractor shall reimburse the City for the cost of the correction.
- (6) Project Administration. The Public Works Director, or his or her designee, shall administer this Contract and shall have all authority provided for the City under this Contract including all project approvals, including change orders. All work performed under this Contract will be monitored and inspected by the Public Works Director or his or her designee, and accepted by same.

C. *Non-Discrimination.*

- (1) Contractor, Contractor's officers and employees, and its subcontractors and agents, shall not discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age, disability, or other condition prohibited by federal, state, or local law or ordinance, except where the condition constitutes a bona fide occupational qualification under law.
- (2) Any violation of this Section shall be a material breach of this Contract and grounds for immediate cancellation, termination, or suspension of the Contract by the City, in whole or in part, and may result in Contractor being ineligible to perform further work for the City.

7. Compensation and Payment

- A. Unless otherwise mutually agreed through Change Order, as described in Section 10 below, the City shall pay the Contractor for the work performed under this contract as follows (select one):
 - ☐ Time and materials; not to exceed _____ plus all applicable taxes.
 - ☐ Lump sum price set forth on the Contractor's proposal; not to exceed _____ plus all applicable taxes.
 - ☒ Unit prices set forth in the Contractor's proposal; not to exceed \$293,180.00 plus all applicable taxes.
- B. Contractor shall request approval and acceptance of each category of work from the City. Contractor may not bill for the completed work until the City has accepted the completed work.
- C. All invoices shall be submitted for work after it has been performed, and paid by City warrant within thirty (30) days of receipt of a proper invoice, except those required to be withheld by law or agreed to in special contract provisions.
- D. Failure to perform any of the obligations under the Contract by Contractor may be decreed by the City to be adequate reason for withholding any payments until compliance is achieved. Progress payments for work performed shall not be evidence of acceptable performance or an admission by the City that any work has been satisfactorily completed.
- E. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

8. **Performance Bond.** If applicable, the Contractor shall provide a performance and payment bond to the City prior to commencement of work for 100% of the bid amount guaranteeing the full and faithful performance by Contractor of the terms and conditions of this Contract and the payment of all labor, mechanics, subcontractors, and materialmen and all persons who supply them with provisions and supplies for carrying out the work under this contract. This bond shall be in force until completion of the contract and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, in a company acceptable to the City and on the form attached hereto.

Initial: _____(Contractor)

9. **Retainage.** Pursuant to Chapter 60.28 RCW, a sum of five percent (5%) of the monies earned by Contractor will be retained from each invoice. Such retainage shall be used as a trust fund for the protection and payment: (1) to the State with respect to taxes imposed pursuant to RCW Title 82, and (2) the claims of any person arising under the Contract. No final payment or release of any retainage will be made until Contractor and each subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7 or other approved form) that has been certified by the industrial statistician of the Department of Labor and Industries. In addition, the retainage will not be released until the City has received certification that the Department of Revenue has received due payment of applicable taxes. Once the City has received certification from appropriate departments of the state of Washington, 45 days has passed from the date of acceptance of the Project and the City has not received any claims against the Project, then the City will release the retainage.
10. **Changes.** After execution of the Contract, changes in the scope of the work set forth in the Bid Documents may be accomplished by change order. Change orders shall be in writing signed by the Parties. If the total Contract Amount proposed under a Change Order exceeds 110% of the Contract Amount established in Section 7, above, the Change Order shall be reviewed and approved by the City Council prior to execution. All other Change Orders may be administratively approved by the City.
11. **Term and Termination of Contract.** This Agreement shall be in full force and effect for a period commencing upon execution and ending November 10, 2022 unless extended or sooner terminated under the provisions of this Contract. Time is of the essence of this Contract in each and all of its provisions in which performance is required. Further, this Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, Contractor shall not be entitled to receive any further payments under the Contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming

due to Contractor. Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Contract.

12. Responsibility Criteria and Verification by Contractor. Pursuant to Chapter 39.04 RCW, the following requirements are part of this Contract:

A. Responsibility Criteria.

(1) Eligibility to be awarded contract. Contractor hereby certifies that Contractor meets the following responsibility criteria:

- a. Contractor has a certificate of registration in compliance with chapter 18.27 RCW;
- b. Contractor has a current state unified business identifier number;
- c. If applicable, Contractor has industrial insurance coverage for Contractor's employees working in Washington as required under Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW;
- d. Contractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);
- e. If the public works project is subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation;
- f. Pursuant to RCW 39.04.350(1)(g), has received training on the requirements related to public works and prevailing wages under chapter 39.04 RCW and chapter 39.12 RCW; or has completed three or more public works projects and have had a valid business license in Washington for three or more years; and
- g. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

- B. *Requirement to verify subcontractors.* Contractor verifies the responsibility criteria contained above for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors and that each subcontractor verify the responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement must be included in every subcontract of every tier.

13. Insurance.

A. Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Contractor's required insurance shall be of the types and coverage as stated below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- (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 liability, independent contractors, products-completed operations for a period of three years following substantial completion of the work for the benefit of the City, personal injury and advertising injury, and liability assumed under an insured contract. 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 endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations

endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the City has granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the City.

D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- (3) Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

E. City Full Availability of Contractor Limits

If the Contractor 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 Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provision

The Contractor's Automobile Liability, Commercial General Liability and Builders Risk insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

G. Contractor's Insurance for Other Losses

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

H. Waiver of Subrogation

The Contractor and the City waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

I. Acceptability of Insurers

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

J. Verification of Coverage

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

K. Subcontractors

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as

set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

L. Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. Failure to Maintain Insurance

Failure on the part of the Contractor 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 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 City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

N. Extended Coverage for Completed Operations

The Contractor shall maintain Commercial General Liability completed operations coverage for a period of three years following substantial completion of the work for the benefit of the City by naming the City an additional insured using ISO Additional Insured-Completed Operations endorsement CG 20 37 10 01 or an endorsement providing at least as broad coverage.

14. Claims for damages.

- A. Excluded situations. The City shall not be responsible for delays caused by soil conditions; underground obstructions; labor disputes; fire; delays by third parties, including public and private utilities; or reasonably foreseeable delays.
- B. Liability limited to direct costs. Contractor agrees that the City's liability to Contractor for payment of claims or damages of any kind whatsoever related to this Contract shall be limited to direct costs as provided under the force account provisions of applicable standard specifications. Contractor expressly waives all claims for payment of damages that include or are computed on total costs of job performance, extended overhead, or other similar methods that are not specific as to the actual, direct costs of contract work as defined in the force account provisions of applicable standard specifications.
- C. "Damages" defined. For purposes of applying RCW 4.24.115 to this Contract, Contractor and the City agree that the term "damages" applies only to a finding in

a judicial proceeding and is exclusive of third party claims for damage primarily thereto.

- D. **Indemnification.** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of the City.

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

It is further agreed that claims for damages against the City for which Contractor's insurance carrier does not accept defense of the City may be tendered by the City to Contractor, who shall then accept and settle with the claimant or defend the claim. The City retains the right to approve claims investigation and counsel assigned to said claims, and all investigation of legal work product regarding said claims shall be performed under a fiduciary relationship to the City.

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

15. **Assigning or Subcontracting.** Contractor shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Contract without the express prior written consent of the City.
16. **Independent Contractor.** Contractor is and shall be at all times during the term of this Contract an independent contractor. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City. The Contractor will solely be responsible for its acts and for the acts of its agents, employees, subcontractors, or representatives during the performance of this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Contractor or any employee of the Contractor.
17. **Disputes.** Any action for claims arising out of or relating to this Contract shall be governed by the laws of the State of Washington. Venue shall be in Pierce County Superior Court.
18. **Attorney's Fees.** In any suit or action instituted to enforce any right granted in this

Contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

19. **Extent of Contract/Modification.** This Contract, together with attachments or addenda, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only by written instrument properly signed by both parties. Should any language in any of the Exhibits or Contract Documents conflict with language contained in this Contract, the provisions of this Contract shall prevail.
20. **Use and Ownership of Logos and Documents.** The Contractor will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent. On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.
21. **Non-waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.
22. **Severability.** Any provision or part of the Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as reasonably possible to expressing the intention of the stricken provision.

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

CITY OF EDGEWOOD

CONTRACTOR

By: _____

By: _____

Print name: _____

Print name: Ronald Sprague

Title: _____

Title: President

Date: _____

Date: _____

APPROVED AS TO FORM:

Ann Marie J. Soto, City Attorney

Attachments

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Sharlene Sprague (Corporate Officer (Not Contract Signer)) certify that I am the Secretary (Corporate Title) of the corporation named as Contractor in the Contract attached hereto; that Ronald Sprague, (Contract Signer) who signed said Contract on behalf of Contractor, was then President (Corporate Title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Officer Signature (*not Contract Signer*)

Sharlene Sprague
Print Name

Title

State of _____

County of _____

_____, (Corporate Officer (*not Contract Signer*)) being duly sworn, deposes and says that he/she is _____ (Corporate Title) of _____ (Name of Corporation).

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

Notary Public (Signature)

Notary Public (Print)
My commission expires _____

PERFORMANCE BOND

to CITY OF EDGEWOOD, WA

Bond No. _____

The **CITY OF EDGEWOOD**, Washington, (City) has awarded to RS Underground, Inc. (Principal), a contract for the construction of the project designated as the Drainage Improvement Project – 24th Street East and 122nd Avenue East in Edgewood, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

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

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

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

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

PRINCIPAL

SURETY

Principal Signature	Date
---------------------	------

Surety Signature _____ Date _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

City Attorney, City of Edgewood

Date _____

PUBLIC WORKS PAYMENT BOND
to CITY OF EDGEWOOD, WA

Bond No. _____

The **CITY OF EDGEWOOD**, Washington, (City) has awarded to RS Underground, Inc. (Principal), a contract for the construction of the project designated as the Drainage Improvement Project – 24th Street East and 122nd Avenue East in Edgewood, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

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

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

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

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

PRINCIPAL

SURETY

Principal Signature

Date

Surety Signature

Date

Printed Name

Printed Name

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

City Attorney, City of Edgewood

Date



City Of Edgewood Council Agenda Summary Sheet

Subject: Transpo Contract Amendment	Agenda Item #: 2.D
	For Agenda of: 9/6/2022
	Prepared by:
Attachments (list): 1. DRAFT First Amendment Transpo Contract (9-6-2022 SS)	
Approval of Materials: Rachel Pitzel 9/2/2022 Daryl Eidinger 9/2/2022	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 09/06/2022 SS 09/13/2022 RCM

Summary Statement:

The City Council authorized an on-call services agreement with Transpo Group USA, Inc. (Transpo) by Resolution No. 21-0586 on July 27, 2021. As executed, said agreement "*does not permit subconsultants without prior written permission from the City*". As we prepare for the Emerald Street Signal Improvement project to begin construction, possibly as soon as September 19, 2022, we are seeking consultant help to perform necessary inspections and ensure the construction activity is completed in conformance with the approved plans. Transpo does not currently have inspection staff available to assist the City with this need, and the City does not presently have another on-call consultant with inspection staff availability at this time. Transpo does, however, have another consulting firm they have partnered with on other projects with qualified inspection staff available and able to assist with the City's current needs, and they are prepared to execute a subconsultant agreement with said firm.

Therefore, in order to allow the project to proceed to construction on the current proposed schedule, staff presents the attached contract amendment for the Council's consideration. This amendment would allow Transpo to hire a subconsultant to perform construction management, inspection, and/or material testing services, holds said subconsultant to the same insurance requirements as Transpo, and does not change the total contract amount or duration.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Transpo Contract Amendment

Fiscal Note/Consideration:

The contract amendment does not affect the already appropriated budget or total contract amount, as presented.

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
TRANSPO AND THE CITY OF EDGEWOOD
REGARDING ON-CALL SERVICES

THIS FIRST AMENDMENT, effective on the date of the last signature below, amends the Professional Services Agreement between the City of Edgewood and Transpo Group USA, Inc. (“Transpo”) dated July 27, 2021 (the “Agreement”).

1. Recitals.

1.1 The City of Edgewood (“Edgewood”) and Transpo entered into the Agreement in order for Transpo Group USA, Inc. to provide on-call general municipal planning, engineering, and development project review support services to the City, in an amount not to exceed \$750,000.00.

1.2 Transpo no longer has sufficient personnel able to provide construction management, inspection, and/or materials testing services as originally anticipated, and the City has need for said services on projects currently assigned to Transpo. However, Transpo can subcontract for such required construction management services provided that the City grants prior written permission for Transpo to do so.

1.3 The Parties wish to amend the Agreement as set forth more specifically below.

2. Amendments to Agreement.

2.1 Section I of the Agreement is hereby amended as follows:

The Consultant shall perform services described in Exhibit A. The City shall issue a written Task Order for each project assigned to the Consultant. The written Task Order shall include the following information, which may be furnished in consultation with Consultant: (1) Task Order Title (project name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule with milestones and deliverables; (5) cost/hour estimate; (6) due date of work. All of these items may be brief but it will be sufficiently detailed for the Consultant to understand the work being authorized and the amount it will cost. Written task orders and notices to proceed may be issued as e-mail documents.

The City does not permit subconsultants for those items of work necessary for the completion of any Task Order on any project. the Consultant shall not subcontract with subconsultants for the performance of any work under this Agreement without prior written permission of the City, except for construction management, inspection, and/or materials testing services required for City construction projects.

2.2 Section VIII of the Agreement is hereby amended to add a new subsection VIII(G) as follows:

G. Consultant shall cause each and every subconsultant to provide insurance coverage that complies with all applicable requirements of the Consultant-provided insurance as set forth herein. Consultant shall ensure that the City is an additional insured on each and every subconsultant's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

2.3 Section XVII of the Agreement is hereby amended as follows:

Consultant shall not assign this Agreement or subcontract or assign any of the work provided for herein without the prior written consent of the City, except for construction management services required for City construction projects.

3. Effect of Amendment. This First Amendment modifies the Agreement. Except as amended herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect. In the case of any conflict between the terms of the Agreement and First Amendment, the provisions of this First Amendment shall control.

TRANSPO GROUP USA, INC.

CITY OF EDGEWOOD

By: _____

By: _____

Daryl Eidinger, Mayor

Date: _____

Date: _____

Approved as to form:

By: _____

Ann Marie Soto, City Attorney



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: View Pointe RV's BLA - LID Segregation	Agenda Item #: 2.E
	For Agenda of: 9/6/2022
	Prepared by: Silas Read
Attachments (list): 1. Resolution to Segregate Assessment 2. Exhibit A - Segregation Request 3. Exhibit B - Revised Parcel Diagram 4. Exhibit C - Segregation of Assessment	
Approval of Materials: Silas Read Rachel Pitzel 8/31/2022 Daryl Eidingen 8/31/2022	Expenditure Required: N/A The applicant pays the cost of the consolidataion processing by Public Finance Inc.
	Amount Budgeted: N/A
	Timeline: September 6th Study Session for Council review and discussion. September 13th for potential Council action.

Summary Statement:

Adjustment of the boundary between two parcels for the View Pointe property results in the need to adjust the LID No. 1 individual assessments consistent with the proposed boundary lines.

Item History:

Recommended Action:

Discuss the adjustment of 2 parcel assessments for the View Pointe property.

Fiscal Note/Consideration:

RESOLUTION NO. 22-0XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON TO SEGREGATE ORIGINAL ASSESSMENTS UNDER LOCAL IMPROVEMENT DISTRICT NO. 1, PURSUANT TO SECTION 35.44.410 OF THE REVISED CODE OF WASHINGTON

WHEREAS, the City of Edgewood has received written request from the record owner of real property identified on the application form attached as Exhibit A requesting the segregation of an original assessment within Local Improvement District No. 1; and

WHEREAS, Section 35.44.410 of the Revised Code of Washington authorizes the City Council to order the segregation of local improvement district assessments whenever property subject to such assessments is subdivided or otherwise altered by a boundary line adjustment; and

WHEREAS, the new parcel configuration is shown on the diagram attached as Exhibit B; and

WHEREAS, RCW 35.44.410 requires that the sum of the new assessments equal the amount of the original assessment before segregation;

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

Section 1. The assessment roll of Local Improvement District No. 1, which was confirmed and adopted by Ordinance No. 11-0366 on July 19, 2011, shall be modified to reflect the requested segregation.

Section 2. The original assessments shall be segregated in accordance with Section 35.44.410 of the Revised Code of Washington to real property located within Local Improvement District No. 1 and shall result in amended assessments as shown in the table attached hereto and incorporated by this reference as Exhibit C.

Section 3. The combined sum of the amended assessments shall match the amount of the original assessment before segregation, and the assessment roll is in all other respects reaffirmed.

Section 4. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED this 00th day of SEPTEMBER, 2022

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

Exhibit A — Segregation Request

CITY OF EDGEWOOD APPLICATION TO SEGREGATE LID ASSESSMENT

PLEASE COMPLETE AND RETURN THIS FORM TO:	City of Edgewood, Finance Department 2224 104th Ave E, Edgewood WA 98372-1513
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Owner	View Pointe Self Storage LLC
Mailing Address	PO Box 432 Cle Elum WA 98922-0432

Existing Parcels (Tax Parcel No.)	Original Assessment
042003-7059	\$671,635.89

New Parcel Descriptions
BLA Parcel A
BLA Parcel B

(If additional space is required, please attach the requested information on a separate sheet)

1. The undersigned holds an ownership interest in the above referenced parcel(s) located within a local improvement district in the City of Edgewood, Pierce County, Washington.
2. The City of Edgewood is hereby requested to segregate the assessment amount(s) listed above in accordance with the new property configuration.
3. This application for segregation of assessment is made under the provisions of § 35.44.410 of the *Revised Code of Washington*.

Property Owner (please print)

Doug /s/ Hutchens

Signature

Doug Hutchens

Date

8/22/2022

ASSESSMENT SEGREGATION FEE

A segregation fee is due per §35.44.410 of the *Revised Code of Washington* as a condition of final map approval. The fee for less than 10 new assessed lots is \$990. Please include payment with this completed form. Questions may be directed to Public Finance at (425) 885-1604.

CITY USE: RECEIPT # _____	DATE _____	BY _____
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Exhibit B — Revised Parcel Diagram

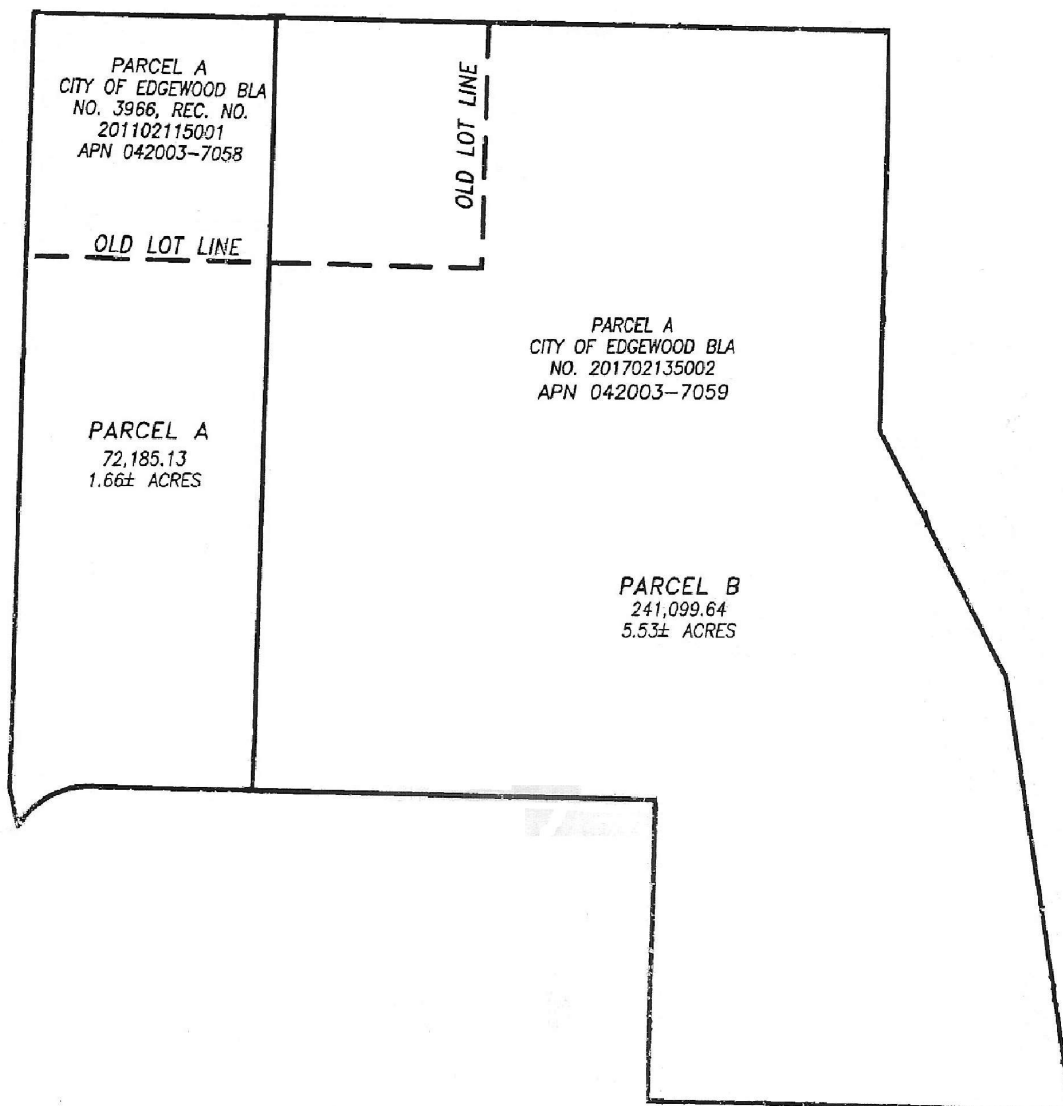


Exhibit C — Segregation of Assessment

CITY OF EDGEWOOD

Sewer Local Improvement District No. 1

CURRENT ASSESSMENT

Account	Tax Parcel No.	Sq Ft Assessed	Prin Balance	Interest Due	Pay in Full
036	042003-7059	270,507	\$302,236.09	\$6,346.95	\$308,583.04

AMENDED ASSESSMENTS

Account	Lot Description	Sq Ft Assessed	Prin Balance	Interest Due	Pay in Full
036A	Revised Parcel A	49,486	\$55,290.20	\$1,161.09	\$56,451.29
036B	Revised Parcel B	221,021	246,945.89	5,185.86	252,131.75
		270,507	\$302,236.09	\$6,346.95	\$308,583.04