



CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA

Tuesday, September 13, 2022 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA
Meeting Link: <https://us06web.zoom.us/j/81063062028>

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. AUDIENCE COMMENT

3. MAYOR'S REPORT

4. CONSENT AGENDA: *The consent agenda includes items that are routine in nature and are adopted by one motion. Should Council wish to discuss a consent agenda item, the item would be removed from the consent agenda and discussed under Council Business.*

The following items are presented for Council approval:

A. Review of Boards and Commission Meeting Minutes

B. Regular Council Meeting Minutes of August 23, 2022

C. Study Session Meeting Minutes of September 6, 2022

D. AB22-0487 – a motion approving September 2022 Budgeted Expenditures as follows: AWC Employee Benefit Trust; Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941 in the amount of \$187,303.84 and Vendor Check Numbers 25539 through 25557 with EFT and Direct Pay Payments in the amount of \$107,564.45. Total distributions submitted for review and authorization in the amount of \$294,868.29.

E. AB22-0641 - a motion approving Resolution No. 22.0641 authorizing the Mayor to execute the first amendment to the professional services agreement between Transpo and the City of Edgewood on-call services

5. COUNCIL BUSINESS

A. AB22-0642 - a motion approving Resolution No. 22.0642 awarding the contract for the 24th Street East and 122nd Avenue East Drainage Improvement Project to R.S. Underground

B. AB22-0643 - a motion approving Resolution No. 22.0643 granting plat amendment to the plat of Estates on Caldwell

6. COUNCIL COMMENTS

7. ADJOURN

This meeting is accessible to persons with disabilities. For individuals who may require special accommodations, please contact City Hall at (253) 952.3299, 24 hours in advance.



PARKS AND RECREATION ADVISORY BOARD (VIRTUAL) MEETING SUMMARY

Wednesday, June 8, 2022 – 6pm ♦ City Hall – 2224 104th Avenue East ♦

1. **CALL TO ORDER**

Brian Levenhagen called the meeting to order at 6:01pm

2. **ROLL CALL**

Present: Brian Levenhagen, Jeff Southard, Linda Howard, Amity Highley, Bill Hilton, Anne Percival, Stacie Farmer

Council Liaison: Rosanne Tomin

City Staff Present: Public Works Director (PWD) Jeremy Metzler, IT Director Matthew Ray

3. **APPROVAL OF MEETING SUMMARY**

Linda Howard **MOVED**, Anne Percival **SECONDED** to approve the May 11, 2022 Meeting Summary.
APPROVED (7-0)

4. **OLD BUSINESS**

- PROST Plan Update (Final Review)
PWD Metzler thanked board members for their input and reviewed with them the proposed final product.
- Edgemont Park Playground – Status Update
Shipment for the equipment was delivered, but contractor expressed a desire to wait for the weather to dry out a bit before getting started. PWD Metzler discussed additional improvements to be made to the bathrooms as well, including replacing fixtures and recoating the floors.
- Parks Appreciation Day Planning (Edgemont July?)
Discussion was had as to when board members would like to bring this back for further discussion. All were in favor of bringing it back in August to decide specifics.
- Edgewood Picnic Planning (July 16, 2022)
Board members decided against manning an individual PRAB booth, deciding instead on providing the parks brochures at the table.
- Future Agenda List/2022 Work Plan
PWD Metzler reviewed the current FAL and Work Plan with board members to prioritize upcoming meeting agenda items.

5. **NEW BUSINESS**

- Interurban Trail Planning – FGT Partnership/Community Sponsors
PWD Metzler announced that the city made the cut for the PCRC Federal Highway Dollars bi-annual competition for 2.4 million dollars towards construction in 2026. He then reviewed the various

grants the City had put in for through RCO, and the Department of Ecology explaining if they're approved the possibility of building the trail, would be a reality.

6. **ADJOURN** – 7:49pm



**CITY OF EDGEWOOD
ECONOMIC DEVELOPMENT ADVISORY BOARD (EDAB)
MEETING MINUTES**

Monday, June 6, 2022 at 6 p.m.

Hybrid Meeting Held Virtually via Zoom and Edgewood City Hall

1. **CALL TO ORDER:** Chair Wiesenfeld called the meeting to order at 6:06pm
- MEMBERS PRESENT:** Wise, Chair Wiesenfeld, Butterfield; Pearce, Neil
- COMMISSIONERS ABSENT:** Clark, Vice Chair Swanson
- STAFF MEMBER(S) PRESENT:** Darren Groth, CED Director
Morgan Dorner, Senior Planner (SP)
- OTHERS PRESENT:** Councilmember Tomy
Councilmember Buckley
2. **CONSENT AGENDA:**
 - A. Agenda Approval or Modifications
 - B. Approval of Meeting Minutes for April 4, 2022
 - C. Review of Planning Commission Meeting Minutes for April and May
 - D. Review of March and April Development Review Reports

Motion: As presented **Action:** Approve, **Moved by:** Wise **Seconded by:** Neil **Motion Passed 5-0**
3. **CITIZEN COMMENT PERIOD:** There were no citizen comments.
4. **OLD BUSINESS**
 - A. **Town Center**
 - i. SP Dorner provided an update regarding the May 19th Town Center Subarea Plan Community Workshop, reviewing in detail the survey responses with board members
 - ii. CED Director Groth spoke about the history of the Town Center vision, and how the city has implemented its findings over time through various surveys and consultants
 - iii. Board member Wise requested the Burke and Buxton reports be reshared with board members as a refresher and to bring new members up to speed
 - B. **2022 Work Plan Prioritization and 2nd Half of 2022 Program**
 - i. SP Dorner reviewed the reorganized Work Plan Prioritization with board members
 - ii. Discussion ensued as to the possibility of a joint meeting with the Planning Commission July 11, all in attendance were in favor

5. NEW BUSINESS:

A. Retail Strategies – ICSC Convention and New Economic Development Webpage

- i. SP Dorner, and CED Director Groth discussed in detail their experience at the ICSC convention, how they prepared for the event, and what they discussed with businesses while there

B. Reappointments

- i. Discussion ensued regarding upcoming expiring positions 4-7
- ii. CED Director Groth expressed his intention to have the Mayor reappoint those interested in continuing on in their role

6. STAFF COMMENTS:

- A. Takeaways were shared regarding the May 19th Workshop and May 31st Open House
- B. SP Dorner reshared the City’s Land Use Table located in Edgewood Municipal Code (EMC) [Chapter 2.32 EDAB Bylaws](#) as a resource for EDAB Members
- C. SP Dorner continuing to collect information on adult businesses licensed within Edgewood
- D. The following board member outreach opportunities were reshared and discussed briefly
 - i. Fife-Milton-Edgewood Chamber of Commerce
 - ii. Tacoma-Pierce County Chamber
 - iii. NAIOP Washington State Chapter, Commercial Real Estate Development Association

7. BOARD COMMENTS/UPDATES:

- A. Jason Neil spoke about the “tiny businesses” he saw in Bothell.

8. ADJOURN: Chair Wiesenfeld adjourned the meeting at 7:34pm



CITY OF EDGEWOOD

PLANNING COMMISSION MEETING MINUTES

Monday, June 13, 2022 – 6 p.m. • Edgewood City Hall – 2224 104th Ave. E

Meeting Held Virtually via Zoom

1. **CALL TO ORDER:** Chair Overfield called meeting to order at 6:00 PM
 - A. **Commissioners Present:** Guillory; Overfield; Greene; Wagner; Ramirez; Pincas
 - B. **Commissioners Absent:** Slate
 - C. **Staff Members Present:** Darren Groth, CED Director
Emily Arteche, Planning Manager
Evan Hietpas, Associate Planner
Jeremy Metzler, Public Works Director
 - D. **Others Present:** Mayor Eidinger
Councilmember Day
Councilmember Tomy
2. **CONSENT AGENDA:** Chair Overfield requested to modify the May 9th meeting minutes to state that “Vice-Chair Pincas” requested the motion to approve the proposed code amendments under “Impact Fee Exemptions” public hearing. Ramirez motioned to APPROVE, as modified, Pincas seconded. Commission voted 6-0 to approve the Consent Agenda, as modified.
3. **CITIZEN COMMENTS:** None
4. **PUBLIC HEARINGS:** None
5. **ACTION ITEMS:**
 - A. Chair and Vice-Chair Appointments
 - i. Chair Overfield requested a motion to appoint herself as Chair and Commissioner Pincas as Vice Chair, as recommended by staff. Pincas motioned, Guillory seconded, Commissioners voted 6-0 in favor of the appointments.
6. **DISCUSSION ITEMS:**
 - A. **New Business:**
 - i. Land Use Table
 - Groth opened the discussion on the Land Use Table in relation to several topics (kennels use, Town Center mixed-use requirements, general staff recommendations)
 - Discussion ensued and the Commission expressed an interest in continuing discussion on the Land Use Table.
 - Staff will prepare documentation of their code update recommendations that may be considered by the Commission at future meetings.

ii. Development Review Processes

- Hietpas opened the discussion.
- Commissioners discussed the City’s development review processes. The comments focused on: 1.) Vast improvements made in past two years 2.) Site Plan design review applicability and submittal documents, and 3.) significant tree preservation review.
- In future meetings, the Commission will continue to discuss the City’s development review process.
- Separately, the Commission will review and discuss the City’s significant tree preservation regulations, under the agenda item “Tree Preservation”.

B. Old Business:

i. Development and Public Works Standards

- Metzler requested Commission’s input on sidewalks/ pedestrian walkways.
- The Commission expressed an interest in adopting a fee-in-lieu-of program that requires development not connected to an established sidewalk to pay into a fund that could be used to expand the City’s existing sidewalk network. For development that is adjacent to an existing sidewalk network, the developer should be required to install or improve sidewalks/ pedestrian pathways.
- Metzler request Commissioner’s input on overhead-to-underground utility conversion.
- The Commission did not provide specific direction on this issue at this time, and felt that it might be an issue that could be better addressed at the time of the City’s Comprehensive Plan update.

ii. Sewer Connection Requirements

- Metzler requested Commission’s input on three key topics:
 1. Sewer connection requirement related public sewer becoming available
 2. Allowance of on-site septic system (OSS) repair
 3. Focus of City-funded sewer expansion
- Discussion ensued. The Commission requested further discussion and staff’s recommendations on the issues in order to provide policy recommendations to City Council in the coming months.

iii. Town Center

- Hietpas opened the discussion, by summarizing the May 19th workshop and May 31st open house, as well as a brief discussion on the public survey results.
- Groth shared that the EDAB would like to hold a special joint meeting with the Planning Commission to discuss potential collaborative efforts for Town Center.

iv. 2022 Work Plan

- No discussion held on the 2022 Work Plan.

7. STAFF COMMENTS: None

8. COMMISSIONER COMMENTS: None

9. ADJOURN: Chair Overfield adjourned meeting at 8:48 PM.



CITY OF EDGEWOOD

REGULAR COUNCIL MEETING AGENDA SUMMARY

Tuesday, August 23, 2022 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

Mayor Eidinger called the meeting to order at 7:00pm and led the attendees in the Pledge of Allegiance.

Present: Mayor Eidinger, Deputy Mayor Tomy, Councilmember West, Councilmember Creley, Councilmember Day, Councilmember Buckley, Councilmember Lowry, Councilmember Keith (arrived at 7:04pm) **Staff Present:** Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Senior Planner Morgan Dorner, Public Works Director Jeremy Metzler, Police Chief Mark Berry, City Attorney Ann Marie Soto

2 AUDIENCE COMMENT

Karen Baldrige spoke.

Sherri Markey spoke.

Kristy Kirkpatrick spoke.

3 MAYOR'S REPORT

Mayor Eidinger read his report into the record and then invited each Director to speak on topics of their choosing.

4 CONSENT AGENDA:

- A. Regular Council Meeting Minutes of August 9, 2022
- B. Study Session Meeting Minutes of August 16, 2022
- C. **AB22-047** – a motion approving August 2022 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941 in the amount of \$140,720.25 and Vendor Check Numbers 25528 through 25538 with EFT and Direct Pay Payments in the amount of \$336,703.04, and Void Check Number 25520 in the amount of <\$488.96>. Total distributions submitted for review and authorization in the amount of \$476,934.33.
- D. **AB22-0634** – a motion approving Resolution 22-0634 amending section 6, Council Advisory Bodies, of the Council Rules of Procedures
- E. **AB22-0636** – a motion approving Resolution 22-0636 authorizing the Mayor to enter into a fourth amendment to the Professional Services Agreement with Gray & Osborne to update the city's General Sewer Plan
- F. **AB22-0640** – a motion approving Resolution 22-0640 adopting the 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan and recommitting the city of Edgewood to its partnership with Pierce County
Motion: As read, **Action:** Approve, **Moved by:** Councilmember West **Seconded by:**

Councilmember Keith **Motion Passed 7-0**

5 COUNCIL BUSINESS

- A. AB22-0635** – a motion approving Resolution 22-0635 authorizing the city's inclusion in Pierce Conservation District pursuant to the state law; requesting that the Pierce County Council approve the Conservation District Resource Conservation Fee or other authorized funding within the corporate boundaries of the city of Edgewood

Public Works Director Metzler briefly reviewed this agenda item prior to putting it forward for a vote.

Motion: As read, **Action:** Approve, **Moved by:** Councilmember Keith **Seconded by:** Councilmember Day **Motion Passed 7-0**

- B. AB22-0637** – a motion approving Resolution 22-0637 authorizing the Mayor to execute the distributors Washington Settlement Participation Form related to the nationwide opioid litigation Assistant City Administrator Gray and City Attorney Soto answered questions from the Council prior to the vote on this agenda item.

Motion: As read, **Action:** Approve, **Moved by:** Councilmember West **Seconded by:** Councilmember Day **Motion Passed 7-0**

- C. AB22-0638** – a motion approving Resolution 22-0638 authorizing the Mayor to execute the allocation agreement related to the allocation and use of opioid litigation settlement proceeds between the state and eligible cities and counties

Motion: As read, **Action:** Approve, **Moved by:** Councilmember Lowry **Seconded by:** Councilmember West **Motion Passed 7-0**

- D. AB22-0639** – a motion approving Resolution 22-0639, authorizing the Mayor to execute the One Washington Memorandum of Understanding related to the allocation and use of opioid litigation settlement proceeds

Motion: As read, **Action:** Approve, **Moved by:** Councilmember Keith **Seconded by:** Councilmember West **Motion Passed 7-0**

6 COUNCIL COMMENTS

Deputy Mayor Tomyne spoke.
Councilmember Day spoke.
Councilmember Lowry spoke.
Councilmember West spoke.

7 ADJOURN

Mayor Eidinger adjourned the meeting at 7:40pm.



Jill S. Herrera
Communications Coordinator / Deputy City Clerk



Daryl Eidinger
Mayor



CITY OF EDGEWOOD

STUDY SESSION MEETING AGENDA SUMMARY

Tuesday, September 6, 2022 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

Mayor Eidinger called the meeting to order at 7:00pm and led attendees in the Pledge of Allegiance.

Present: Mayor Eidinger, Deputy Mayor Tomin, Councilmember Creley (arrived 7:02pm), Councilmember Day, Councilmember Buckley, Councilmember Keith (arrived 7:05pm), Councilmember Lowry, Councilmember West **Staff Present:** Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, IT/Facilities Director Matthew Ray, City Engineer Chuck Hendricksen

2 COUNCIL BUSINESS

A. Equity, Diversity and Inclusion (Trainings, Planning, etc.)

Councilmember West discussed this reoccurring agenda item, and discussion then ensued related to the video content provided.

B. Mt. View Community Center (MVCC) Agreement

Assistant City Administrator Gray briefed on this agenda topic, and then took Council questions.

C. 24th St. Drainage Improvement Project Contract

City Engineer Hendricksen discussed the need for this agenda item with those in attendance.

D. Transpo Contract Amendment

City Engineer Hendricksen reviewed this agenda item with the Council.

E. View Pointe RV's BLA - LID Segregation

Assistant Administrator Gray discussed this agenda item briefly.

3 OTHER COUNCIL ITEMS

Councilmember West spoke.

4 ADJOURN

Mayor Eidinger adjourned the meeting at 7:45pm.

Jill S. Herrera
Communications Coordinator / Deputy City Clerk

Daryl Eidinger
Mayor

City of Edgewood 2022

September 13th 2022 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10611 Last Number Issued Previous Authorization			
<u>AWC EFT</u>	AWC Employee Benefit Trust	8/31/2022	\$47,354.97
<u>DCP EFT</u>	Deferred Compensation Program	8/31/2022	\$16,134.19
<u>Direct Deposit Run</u>	Payroll Vendor	8/31/2022	\$87,452.95
<u>DRS EFT</u>	Dept of Retirement Systems	8/31/2022	\$19,460.89
<u>DSHS-DCS EFT</u>	WA State Support Registry	8/31/2022	\$719.00
<u>IRS 941 EFT</u>	IRS 941	8/31/2022	\$16,181.84
Total			\$187,303.84

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
25538 Last Number Issued Previous Authorization			
<u>25539</u>	A & R Services dba Angela Rojo	9/13/2022	\$1,135.00
<u>25540</u>	Alpine Products Inc.	9/13/2022	\$182.77
<u>25541</u>	Bob's Property Solutions, Inc.	9/13/2022	\$2,145.00
<u>25542</u>	Canon Solutions America, Inc.	9/13/2022	\$15,860.46
<u>25543</u>	City of Sumner	9/13/2022	\$5,958.33
<u>25544</u>	Code Publishing Inc.	9/13/2022	\$1,669.50
<u>25545</u>	ForeverGreen Trails	9/13/2022	\$3,475.00
<u>25546</u>	Pierce County Budget & Finance	9/13/2022	\$473.80
<u>25547</u>	Pierce County Budget & Finance Jail	9/13/2022	\$300.46
<u>25548</u>	Pierce County Budget & Finance PW	9/13/2022	\$535.45
<u>25549</u>	Pitney Bowes	9/13/2022	\$1,000.00
<u>25550</u>	Reed Trucking & Excavating, Inc.	9/13/2022	\$47,751.14
<u>25551</u>	Rhay Design LLC	9/13/2022	\$2,000.00
<u>25552</u>	Robblee's Total Security, Inc.	9/13/2022	\$509.30
<u>25553</u>	Timco Inc.	9/13/2022	\$212.78
<u>25554</u>	Traffic and Parking Control Co., Inc.	9/13/2022	\$3,540.00
<u>25555</u>	Transportation Systems Inc.	9/13/2022	\$468.60
<u>25556</u>	WA Assoc. of Building Officials	9/13/2022	\$50.00
<u>25557</u>	Whistle Workwear	9/13/2022	\$168.61
<u>Direct Pay Payment</u>	AHBL	9/13/2022	\$3,265.00
<u>Direct Pay Payment</u>	Utilities Underground Location Center	9/13/2022	\$129.00
<u>Direct Pay Payment</u>	CDW Government	9/13/2022	\$150.06
<u>Direct Pay Payment</u>	Consolidated Press	9/13/2022	\$3,530.26
<u>Direct Pay Payment</u>	Jennings Equipment, Inc.	9/13/2022	\$633.59
<u>Direct Pay Payment</u>	McKinstry Co, LLC	9/13/2022	\$2,902.13
<u>Direct Pay Payment</u>	Pape Machinery Inc.	9/13/2022	\$1,341.95
<u>Direct Pay Payment</u>	Siemens Industry, Inc.	9/13/2022	\$1,820.10
<u>Direct Pay Payment</u>	TK Elevator	9/13/2022	\$1,138.43
<u>Direct Pay Payment</u>	Transpo Group	9/13/2022	\$1,428.75
<u>EFT Payment</u>	Century Link	9/13/2022	\$163.08
<u>EFT Payment</u>	T-Mobile	9/13/2022	\$72.80
<u>EFT Payment</u>	Verizon Wireless	9/13/2022	\$1,544.63
<u>EFT Payment</u>	Comcast	9/13/2022	\$730.33
<u>EFT Payment</u>	ESI Security	9/13/2022	\$15.40
<u>EFT Payment</u>	Grainger	9/13/2022	\$2.00
<u>EFT Payment</u>	Lakehaven Water & Sewer District	9/13/2022	\$115.92
<u>EFT Payment</u>	Murrey's Disposal Company	9/13/2022	\$156.75
<u>EFT Payment</u>	Office Depot	9/13/2022	\$612.55
<u>EFT Payment</u>	Pitney Bowes	9/13/2022	\$186.98
<u>EFT Payment</u>	Pitney Bowes Global Financial Services	9/13/2022	\$188.54

Total Claims Voucher Distribution	\$107,564.45
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Total Distribution Submitted for Review & Authorization	\$294,868.29
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Authorization Adjustments:

Total Distribution Net of Prior Authorized Adjustments	\$294,868.29
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Claims Voucher Approval: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as

_____ Accounting Manager, Stephanie Goff

_____ Mayor, Daryl Eidinger

_____ Council Member



Voucher Directory

Fiscal: : 2022 - September
Council Date: : 2022 - September - 1st Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
A & R Services dba Angela Rojo	25539			2022 - September - 1st Council Meeting	
		552-A&R			
			September Services		
			001-018-000-518-30-41-01	Professional Services	\$1,135.00
				Monthly Janitorial Svs. for September	
		Total 552-A&R			\$1,135.00
	Total 25539				\$1,135.00
Total A & R Services dba Angela Rojo					\$1,135.00
AHBL					
	Direct Pay Payment 9/8/2022 8:48:04 AM - 1			2022 - September - 1st Council Meeting	
	133517				
			July Svcs-Prologis Review		
			004-058-000-558-60-41-01	Professional Services - Reimbursable	\$450.00
				Prologis Review	
		Total 133517			\$450.00
		133518			
			July Svcs-Edgewood Town Center Plan		
			004-058-000-558-60-41-03	Professional Services - Non reimbursable	\$2,815.00
				Edgewood Town Center Plan	
		Total 133518			\$2,815.00
	Total Direct Pay Payment 9/8/2022 8:48:04 AM - 1				\$3,265.00
Total AHBL					\$3,265.00
Alpine Products Inc.					
25540				2022 - September - 1st Council Meeting	
		TM-211259			
			August Purchases		
			101-000-000-542-64-31-11	Traffic Control Devices-Signs	\$182.77
				"No Parking" Signs	
		Total TM-211259			\$182.77
	Total 25540				\$182.77
Total Alpine Products Inc.					\$182.77

Vendor	Number	Reference	Account Number	Description	Amount
Bob's Property Solutions, Inc.					
	25541			2022 - September - 1st Council Meeting	
		060822-BOB			
			June Services		
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$2,145.00
				Tree Removal- 25th St. E.	
		Total 060822-BOB			\$2,145.00
	Total 25541				\$2,145.00
Total Bob's Property Solutions, Inc.					\$2,145.00
Canon Solutions America, Inc.					
	25542			2022 - September - 1st Council Meeting	
		163192748			
			PO# 2022038		
			501-000-000-594-18-65-03	City Equipment	\$15,860.46
				PO 2022038- Canon Plotter & Supplies	
		Total 163192748			\$15,860.46
	Total 25542				\$15,860.46
Total Canon Solutions America, Inc.					\$15,860.46
CDW Government					
		Direct Pay Payment 9/8/2022 8:48:04 AM - 2		2022 - September - 1st Council Meeting	
		CH19828			
			PO 2022049		
			001-018-000-518-85-49-03	Computer Subscriptions	\$150.06
				PO 2022049- Adobe Acrobat Pro (R.Pitzel, J.S-Herrera)	
		Total CH19828			\$150.06
	Total Direct Pay Payment 9/8/2022 8:48:04 AM - 2				\$150.06
Total CDW Government					\$150.06
Century Link					
		EFT Payment 9/8/2022 8:47:02 AM - 1		2022 - September - 1st Council Meeting	
		253-927-2018 680B 8/25-9/25/22			
			8/25-9/25/22 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$163.08
				Elevator and Fire Alarm Line	
		Total 253-927-2018 680B 8/25-9/25/22			\$163.08
	Total EFT Payment 9/8/2022 8:47:02 AM - 1				\$163.08
Total Century Link					\$163.08
City of Sumner					
	25543			2022 - September - 1st Council Meeting	
		827			
			September Services		
			001-019-000-554-30-41-01	Animal Control Services	\$5,958.33

Vendor	Number	Reference	Account Number	Description	Amount
				Animal Control Svs. for September	
		Total 827			\$5,958.33
	Total 25543				\$5,958.33
Total City of Sumner					\$5,958.33
Code Publishing Inc.					
	25544			2022 - September - 1st Council Meeting	
		GC0008359			
			August Services		
			001-019-000-518-90-41-01	Gen'l Gov't-Professional Services	\$1,669.50
				EMC Updates	
		Total GC0008359			\$1,669.50
	Total 25544				\$1,669.50
Total Code Publishing Inc.					\$1,669.50
Comcast					
	EFT Payment 9/8/2022 8:47:02 AM - 2			2022 - September - 1st Council Meeting	
		8498 34 018 0012868 8/13-9/12/22			
			8/13-9/12/22 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$114.79
				Home Internet- M.Ray	
		Total 8498 34 018 0012868 8/13-9/12/22			\$114.79
		8498 34 018 0012868 9/13-10/12/22			
			9/13-10/12/22 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$114.79
				Home Internet- M.Ray	
		Total 8498 34 018 0012868 9/13-10/12/22			\$114.79
		8498 35 021 0458551 8/25-9/24/22			
			8/25-9/24/22 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$406.85
				City Hall Internet	
		Total 8498 35 021 0458551 8/25-9/24/22			\$406.85
		8498 35 021 0602869 8/29-9/28/22			
			8/29-9/28/22 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$93.90
				City Hall Public Internet	
		Total 8498 35 021 0602869 8/29-9/28/22			\$93.90
	Total EFT Payment 9/8/2022 8:47:02 AM - 2				\$730.33
Total Comcast					\$730.33

Vendor	Number	Reference	Account Number	Description	Amount
Consolidated Press					
	Direct Pay	Payment 9/8/2022 8:48:04 AM - 3	2022 - September - 1st Council Meeting		
		29532*			
			Fall 2022 Magazine		
			001-018-000-518-20-49-05	Printing & Binding-Magazine	\$3,530.26
			Fall 2022 Magazine		
		Total 29532*			\$3,530.26
	Total Direct Pay	Payment 9/8/2022 8:48:04 AM - 3			\$3,530.26
Total Consolidated Press					\$3,530.26
ESI Security					
	EFT Payment	9/8/2022 8:47:02 AM - 3	2022 - September - 1st Council Meeting		
		001597			
			August Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$15.40
			Spare Keys for Utility Boxes- Vehicle #12		
		Total 001597			\$15.40
	Total EFT Payment	9/8/2022 8:47:02 AM - 3			\$15.40
Total ESI Security					\$15.40
ForeverGreen Trails					
	25545		2022 - September - 1st Council Meeting		
		EI-2022-1			
			August Services		
			310-000-000-594-76-63-04	Interurban Trail Phase III	\$3,475.00
			Recreation and Conservation Interurban Trail Phase 3 Grant Presentation		
		Total EI-2022-1			\$3,475.00
	Total 25545				\$3,475.00
Total ForeverGreen Trails					\$3,475.00
Grainger					
	EFT Payment	9/8/2022 8:47:02 AM - 4	2022 - September - 1st Council Meeting		
		9382453877*			
			Correction from August 1st Council Meeting		
			410-000-000-531-38-31-01	Operational Supplies	\$2.00
			Maintenance Absorbent		
		Total 9382453877*			\$2.00
	Total EFT Payment	9/8/2022 8:47:02 AM - 4			\$2.00
Total Grainger					\$2.00
Jennings Equipment, Inc.					
	Direct Pay	Payment 9/8/2022 8:48:04 AM - 4	2022 - September - 1st Council Meeting		
		96889P			
			August Purchases		
			001-076-000-576-80-35-01	Small Tools/Minor Equipment	\$126.71
			Trimmer		

Vendor	Number	Reference	Account Number	Description	Amount
			101-000-000-542-30-35-01	Roadway-Small Tools & Minor Equipment	\$253.44
			Trimmer		
			410-000-000-594-31-64-04	Equipment	\$253.44
			Trimmer		
		Total 96889P			\$633.59
		Total Direct Pay Payment 9/8/2022 8:48:04 AM - 4			\$633.59
Total Jennings Equipment, Inc.					\$633.59
Lakehaven Water & Sewer District					
		EFT Payment 9/8/2022 8:47:02 AM - 5		2022 - September - 1st Council Meeting	
		3574701 6/9-8/10/22			
			6/9-8/10/22 Services		
			001-018-000-518-30-47-04	Sewer Charges	\$115.92
			City Hall		
		Total 3574701 6/9-8/10/22			\$115.92
		Total EFT Payment 9/8/2022 8:47:02 AM - 5			\$115.92
Total Lakehaven Water & Sewer District					\$115.92
McKinstry Co, LLC					
		Direct Pay Payment 9/8/2022 8:48:04 AM - 5		2022 - September - 1st Council Meeting	
		10185551			
			July Services		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,076.90
			HVAC Repair		
		Total 10185551			\$1,076.90
		10185563			
			July Services		
			001-076-000-576-80-41-01	Professional Services	\$290.00
			Backflow Testing- Edgewood Community Park		
		Total 10185563			\$290.00
		10186689			
			September Maintenance		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,535.23
			September Maintenance		
		Total 10186689			\$1,535.23
		Total Direct Pay Payment 9/8/2022 8:48:04 AM - 5			\$2,902.13
Total McKinstry Co, LLC					\$2,902.13
Murrey's Disposal Company					
		EFT Payment 9/8/2022 8:47:02 AM - 6		2022 - September - 1st Council Meeting	
		10741437S111			
			August Svcs Maint Shop		
			001-018-000-518-20-47-03	Waste Disposal	\$156.75

Vendor	Number	Reference	Account Number	Description	Amount
				PW Maintenance Shop	
		Total 10741437S111			\$156.75
		Total EFT Payment 9/8/2022 8:47:02 AM - 6			\$156.75
Total Murrey's Disposal Company					\$156.75
Office Depot					
		EFT Payment 9/8/2022 8:47:02 AM - 7		2022 - September - 1st Council Meeting	
		257486630001			
			August Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$193.17
				Toilet Paper, Paper Towels, Copy Paper	
		Total 257486630001			\$193.17
		257721108001			
			August Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$77.77
				Disposable Hot Cups	
		Total 257721108001			\$77.77
		261078170001			
			August Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$341.61
				Toilet Paper & Paper Towels- Edgewood Community Park	
		Total 261078170001			\$341.61
		Total EFT Payment 9/8/2022 8:47:02 AM - 7			\$612.55
Total Office Depot					\$612.55
Pape Machinery Inc.					
		Direct Pay Payment 9/8/2022 8:48:04 AM - 6		2022 - September - 1st Council Meeting	
		13845587			
			August Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$40.26
				Oil for PW Hand Tools	
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$80.51
				Oil for PW Hand Tools	
			410-000-000-531-38-31-01	Operational Supplies	\$80.51
				Oil for PW Hand Tools	
		Total 13845587			\$201.28
		6601268			
			August Service		
			001-018-000-518-30-48-06	Maintenance/Repairs-Equipment	\$1,140.67

Vendor	Number	Reference	Account Number	Description	Amount
				Skid Steer Repair	
		Total 6601268			\$1,140.67
		Total Direct Pay Payment 9/8/2022 8:48:04 AM - 6			\$1,341.95
Total Pape Machinery Inc.					\$1,341.95
Pierce County Budget & Finance					
	25546			2022 - September - 1st Council Meeting	
		CI-320542			
			2022 PCRC Dues		
			001-018-000-518-90-49-55	Pierce County Regional Council	\$473.80
				2022 Pierce County Regional Council Dues	
		Total CI-320542			\$473.80
	Total 25546				\$473.80
Total Pierce County Budget & Finance					\$473.80
Pierce County Budget & Finance Jail					
	25547			2022 - September - 1st Council Meeting	
		CI-320575			
			August Services		
			001-021-000-523-60-41-01	Jail Services	\$300.46
				August Services	
		Total CI-320575			\$300.46
	Total 25547				\$300.46
Total Pierce County Budget & Finance Jail					\$300.46
Pierce County Budget & Finance PW					
	25548			2022 - September - 1st Council Meeting	
		CI-320574			
			June Services		
			101-000-000-542-64-41-02	Traffic Control Devices-Traffic Operations (Contract)	\$535.45
				June Services	
		Total CI-320574			\$535.45
	Total 25548				\$535.45
Total Pierce County Budget & Finance PW					\$535.45

Vendor	Number	Reference	Account Number	Description	Amount
Pitney Bowes	25549			2022 - September - 1st Council Meeting	
		090722-PB			
			Postage Meter Refill		
			001-018-000-518-20-42-02	Postage	\$1,000.00
				Postage Meter Refill	
		Total 090722-PB			\$1,000.00
	Total 25549				\$1,000.00
Total Pitney Bowes					\$1,000.00
Pitney Bowes				2022 - September - 1st Council Meeting	
	EFT Payment 9/8/2022 8:47:02 AM - 8				
	1021369370				
			August Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$186.98
				Ink for Postage Machine	
		Total 1021369370			\$186.98
	Total EFT Payment 9/8/2022 8:47:02 AM - 8				\$186.98
Total Pitney Bowes					\$186.98
Pitney Bowes Global Financial Services				2022 - September - 1st Council Meeting	
	EFT Payment 9/8/2022 8:47:02 AM - 9				
	3316191228				
			Postage Meter Lease		
			001-018-000-518-20-45-03	Postage Meter Lease	\$188.54
				Postage Meter Lease 6/30-9/29/22	
		Total 3316191228			\$188.54
	Total EFT Payment 9/8/2022 8:47:02 AM - 9				\$188.54
Total Pitney Bowes Global Financial Services					\$188.54
Reed Trucking & Excavating, Inc.	25550			2022 - September - 1st Council Meeting	
		PE#10-082922			
			Release of Retainage- 24th & Meridian Sidewalk Gaps Project		
			340-000-000-582-20-00-02	Contractor Retainage-Release	\$47,751.14
				Release of Retainage- 24th & Meridian Sidewalk Gaps Project	
		Total PE#10-082922			\$47,751.14
	Total 25550				\$47,751.14
Total Reed Trucking & Excavating, Inc.					\$47,751.14
Rhay Design LLC	25551			2022 - September - 1st Council Meeting	
		082222-RD			
			Fall 2022 Magazine Services		
			001-018-000-518-20-49-05	Printing & Binding-Magazine	\$2,000.00

Vendor	Number	Reference	Account Number	Description	Amount
				Fall 2022 Magazine Services	
		Total 082222-RD			\$2,000.00
	Total 25551				\$2,000.00
Total Rhay Design LLC					\$2,000.00
Robblee's Total Security, Inc.					
25552				2022 - September - 1st Council Meeting	
		43145			
			August Services		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$509.30
				Repair Digital Keypad- Sally Port	
		Total 43145			\$509.30
	Total 25552				\$509.30
Total Robblee's Total Security, Inc.					\$509.30
Siemens Industry, Inc.					
	Direct Pay Payment 9/8/2022 8:48:04 AM - 7			2022 - September - 1st Council Meeting	
		5330465171			
			Service Order No. 5004463453		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,820.10
				Fee for Site Visit to Receive Quote- Replace Fire Panel at City Hall	
		Total 5330465171			\$1,820.10
	Total Direct Pay Payment 9/8/2022 8:48:04 AM - 7				\$1,820.10
Total Siemens Industry, Inc.					\$1,820.10
Timco Inc.					
	25553			2022 - September - 1st Council Meeting	
		T047621			
			August Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$212.78
				Hydro Hoses for Brush Cutter and Dump Truck	
		Total T047621			\$212.78
	Total 25553				\$212.78
Total Timco Inc.					\$212.78

Vendor	Number	Reference	Account Number	Description	Amount
TK Elevator					
	Direct Pay	Payment 9/8/2022 8:48:04 AM - 8	2022 - September - 1st Council Meeting		
		3006800499			
			9/1-11/30/22 Maint Contract		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,138.43
			Elevator Maint Contract		
		Total 3006800499			\$1,138.43
	Total Direct Pay	Payment 9/8/2022 8:48:04 AM - 8	\$1,138.43		
Total TK Elevator					\$1,138.43
T-Mobile					
	EFT Payment	9/8/2022 8:47:02 AM - 10	2022 - September - 1st Council Meeting		
		982445894 6/22-7/21/22			
			6/22-7/21/22 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$36.40
			Mobile Hot Spot- D.Gray		
		Total 982445894 6/22-7/21/22			\$36.40
		982445894 7/22-8/21/22			
			7/22-8/21/22 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$36.40
			Mobile Hot Spot- D.Gray		
		Total 982445894 7/22-8/21/22			\$36.40
	Total EFT Payment	9/8/2022 8:47:02 AM - 10	\$72.80		
Total T-Mobile					\$72.80
Traffic and Parking Control Co., Inc.					
	25554		2022 - September - 1st Council Meeting		
		I734801			
			PO 2022034		
			101-000-000-542-64-31-10	Traffic Control Devices-School Zone Flashers	\$3,540.00
			PO 2022034- BlinkLink 1 Year Renewal		
		Total I734801			\$3,540.00
	Total 25554				\$3,540.00
Total Traffic and Parking Control Co., Inc.					\$3,540.00
Transpo Group					
	Direct Pay	Payment 9/8/2022 8:48:04 AM - 9	2022 - September - 1st Council Meeting		
		28648			
			Prj 1.18149.00 SR 161 & 20th St E		
			340-000-000-595-69-63-01	Pedestrian & Traffic Safety Improvements	\$1,428.75
			SR161 & 20th St E Intersection Improvements		
		Total 28648			\$1,428.75
	Total Direct Pay	Payment 9/8/2022 8:48:04 AM - 9	\$1,428.75		
Total Transpo Group					\$1,428.75

Vendor	Number	Reference	Account Number	Description	Amount
Transportation Systems Inc.					
	25555			2022 - September - 1st Council Meeting	
		5335			
			FA #41 Prj. 20-049		
			101-000-000-542-64-41-01	Traffic Control Devices-Professional Services	\$468.60
				Power Cycle School Zone Flashers	
		Total 5335			\$468.60
	Total 25555				\$468.60
Total Transportation Systems Inc.					\$468.60
Utilities Underground Location Center					
		Direct Pay Payment 9/8/2022 8:48:04 AM - 10		2022 - September - 1st Council Meeting	
		2080147			
			August Services		
			410-000-000-531-38-49-09	Misc. Fees & Charges	\$129.00
				Utility Locating Svs. for August	
		Total 2080147			\$129.00
	Total Direct Pay Payment 9/8/2022 8:48:04 AM - 10				\$129.00
Total Utilities Underground Location Center					\$129.00
Verizon Wireless					
		EFT Payment 9/8/2022 8:47:02 AM - 11		2022 - September - 1st Council Meeting	
		9914239385			
			August Statement		
			001-018-000-518-30-42-01	Telecommunications Charges	\$1,544.63
				August Statement	
		Total 9914239385			\$1,544.63
	Total EFT Payment 9/8/2022 8:47:02 AM - 11				\$1,544.63
Total Verizon Wireless					\$1,544.63
WA Assoc. of Building Officials					
	25556			2022 - September - 1st Council Meeting	
		43204			
			Job Posting		
			004-058-000-558-50-41-01	Professional Services	\$50.00
				Job Posting- Combination Inspector/Plans Examiner	
		Total 43204			\$50.00
	Total 25556				\$50.00
Total WA Assoc. of Building Officials					\$50.00
Whistle Workwear					
	25557			2022 - September - 1st Council Meeting	
		CM2040000004			
			Credit for Return		
			001-018-000-518-20-31-54	Clothing/Uniforms/PPE	(\$175.98)

Vendor	Number	Reference	Account Number	Description	Amount
				Work Clothes (Returned)- A.Thompson	
		Total CM2040000004			(\$175.98)
		INV2040002013			
			August Purchases		
			001-018-000-518-20-31-54	Clothing/Uniforms/PPE	\$96.44
				Work Clothes- H.Auelua	
		Total INV2040002013			\$96.44
		INV2070001752			
			August Purchases		
			001-018-000-518-20-31-54	Clothing/Uniforms/PPE	\$248.15
				Work Boots- C.McVay	
		Total INV2070001752			\$248.15
	Total 25557				\$168.61
Total Whistle Workwear					\$168.61
Grand Total		Vendor Count	40		\$107,564.45



City Of Edgewood Council Agenda Summary Sheet

Subject: AB22-0641 - a motion approving Resolution No. 22.0641 authorizing the Mayor to execute the first amendment to the professional services agreement between Transpo and the City of Edgewood on-call services	Agenda Item #: 4.E
	For Agenda of: 9/13/2022
	Prepared by: Chuck Hendricksen
Attachments (list): 1. Resolution 20-0641 Transpo First Amendment EMK Edits 2. First Amendment Transpo Contract	
Approval of Materials: Chuck Hendricksen Rachel Pitzel, City Clerk/HR Director 9/8/2022 Dave Gray 9/8/2022 Daryl Eidinger 9/8/2022	Expenditure Required: N/A as the amendment has no dollar amount attached rather it allows a contractual amendment.
	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:

MOTION to adopt AB22-0641 - a motion approving Resolution No. 22.0641 authorizing the Mayor to execute the first

amendment to the professional services agreement between Transpo and the City of Edgewood on-call services as presented under the Consent Agenda

Fiscal Note/Consideration:

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

RESOLUTION NO. 22-0641

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN TRANSPO AND THE CITY OF EDGEWOOD REGARDING ON-CALL SERVICES

WHEREAS, the City of Edgewood (“Edgewood”) and Transpo Group USA, Inc. (“Transpo”) currently have a Professional Services Agreement in order for Transpo 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; and

WHEREAS, 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; and

WHEREAS, while Transpo can subcontract for such required construction management services, the existing Agreement between Transpo and the City requires the City to grants\ prior written permission for Transpo to do so; and

WHEREAS, the City believes it is the public interest to grant Transpo the ability to hire subcontractors for construction management, inspection, and/or materials testing required for City construction projects operating under the existing parameters of the Transpo on-call contract.

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

Section 1. Authorizing the Mayor to Execute First Amendment to Transpo Contract. The Mayor is hereby authorized to execute the First Amendment to the Professional Services Agreement between Transpo and the City of Edgewood dated July 27, 2021 in a substantially same form as that attached hereto and incorporated herein as Exhibit A.

Section 2. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 13TH DAY OF SEPTEMBER, 2022

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
TRANPO 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 Eiding, Mayor

Date: _____

Date: _____

Approved as to form:

By:  _____
Ann Marie Soto, City Attorney



City Of Edgewood Council Agenda Summary Sheet

Subject: AB22-0642 - a motion approving Resolution No. 22.0642 awarding the contract for the 24th Street East and 122nd Avenue East Drainage Improvement Project to R.S. Underground	Agenda Item #: 5.A
	For Agenda of: 9/13/2022
	Prepared by: Chuck Hendricksen
Attachments (list): 1. RESOLUTION 22.0642 24th St Drainage Improvement 2. 4 - Public Works Contract 3. 1 - Call for Bids 4. 2 - Bid Tabulation 5. 3 - Proposal - RS Underground 6. 5 - Public Works Payment Bond-Performance Bond	
Approval of Materials: Chuck Hendricksen Rachel Pitzel, City Clerk/HR Director 9/8/2022 Dave Gray 9/8/2022 Daryl Eidinger 9/8/2022	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:

MOTION to adopt **AB22-0642** - a motion approving Resolution No. 22.0642 awarding the contract for the 24th Street East and 122nd Avenue East Drainage Improvement Project to R.S. Underground

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.

RESOLUTION NO. 22-0642

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EDGEWOOD, WASHINGTON,
AWARDING THE CONTRACT FOR THE 24TH
STREET EAST AND 122ND AVENUE EAST
DRAINAGE IMPROVEMENT PROJECT TO R.S.
UNDERGROUND, INC.,**

WHEREAS, staff identified a drainage improvement project on 24th Street East to the east of 122nd Avenue East in the 2022 Capital Improvement Plan, which the City Council approved by adopting Ordinance 21-0615 on November 9, 2021; and

WHEREAS, the City utilized a competitive bidding process to obtain bids for said drainage improvement project, advertising a Call for Bids on July 29, 2022; and

WHEREAS, after six bids were received and opened on August 18, 2022, and the lowest apparent bidder withdrew their proposal, City staff reviewed and determined that the lowest responsive and responsible bidder was R.S. Underground, Inc., based on its total bid of \$293,180; and

WHEREAS, the City Council considered staff's recommendation during its study session of September 6, 2022 and regular Council meeting of September 13, 2022, and determined that the contract for the 24th Street East and 122nd Avenue East Drainage Improvement Project should be awarded to R.S. Underground, Inc.;

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

Section 1. The City Council hereby authorizes the Mayor to execute the contract between the City of Edgewood and R.S. Underground, Inc. for the 24th Street East and 122nd Avenue East Drainage Improvement Project. A copy of such contract is attached hereto as Exhibit A.

Section 2. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 13TH DAY OF SEPTEMBER, 2022

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, City Clerk

Exhibit A
Agreement and Bond Forms

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 _____

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 LB & 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

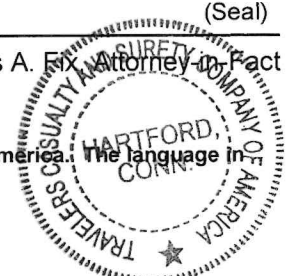
By [Signature] (Seal)
Principal

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.

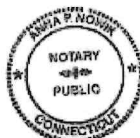
By: _____

Robert L. Raney
 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
 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
 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.

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: AB22-0643 - a motion approving Resolution No. 22.0643 granting plat amendment to the plat of Estates on Caldwell	Agenda Item #:
	For Agenda of: 9/13/2022
	Prepared by: Morgan Dorner
Attachments (list): 1. Resolution No. 22-0643 Estates on Caldwell Plat Amendment 2. Exhibit A_Estates on Caldwell Plat Amendment Vicinity Map 3. Exhibit B_Estates on Caldwell Plat Amendment Staff Report 9.8.22 4. Exhibit C_Estates on Caldwell Plat Amendment	
Approval of Materials: Morgan Dorner Rachel Pitzel, City Clerk/HR Director 9/8/2022 Dave Gray 9/8/2022 Daryl Eidinger 9/9/2022	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: Council Meeting - September 13, 2022

Summary Statement:

On January 25, 2022, Robert "Bodi" Misenar of Miter Masters, Inc. applied for a plat amendment to an existing plat, recorded on June 28, 2021 with the Pierce County Auditor's Office under recording number 202106285008, to relocate a stormwater easement, remove a vacated water utility easement, and relocate a sanitary sewer easement. The site is generally located at the 4400 Block on the west side of Caldwell Road East on approximately 2.75 acres.

Plat amendment approval must be made by the legislative body (City Council). The plat amendment approval is in the nature of a ministerial, non-discretionary process; that is, if the applicant meets the terms of preliminary approval and the plan conforms to state law and local ordinances, final approval must be granted (RCW 58.17.170).

The proposed plat amendment was reviewed by staff for conformance with the final plat, preliminary plat approval conditions, plat amendment Hearing Examiner's decision, and all applicable laws and regulations. In this report, City staff is submitting written findings and a recommendation to the City Council for plat amendment approval.

Item History:

The City of Edgewood City Council granted final plat approval for the Estates on Caldwell Subdivision on June 22, 2021, under Resolution No. 21-0568.

Recommended Action:

MOTION to adopt AB22-0643 - a motion approving Resolution No. 22.0643 granting plat amendment to the plat of Estates

on Caldwell

Fiscal Note/Consideration:
N/A

RESOLUTION NO. 22-0643

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, GRANTING PLAT AMENDMENT APPROVAL TO THE PLAT OF ESTATES ON CALDWELL

WHEREAS, on October 18, 2019, an application to subdivide 2.75 acres into six (6) single-family residential lots zoned Single Family 3, (SF-3) and located at east of 127th Avenue East and west of Caldwell Road East on parcel 6755000022 in Edgewood, WA as shown in Exhibit A Vicinity Map was submitted; and

WHEREAS, the City issued a Mitigated Determination of Non-significance (MDNS) on March 9, 2020 and a revised MDNS was issued March 27, 2020 with three (3) mitigating measures, and there were no appeals to the revised MDNS; and

WHEREAS, on April 16, 2020, the Hearing Examiner held a hearing on the preliminary plat, and on May 5, 2020, the Hearing Examiner granted preliminary plat approval for six (6) single-family residential lots to comply with the maximum density of the site, subject to nineteen (19) conditions; and

WHEREAS, the Site Development Permit, File 20-1198 for the subdivision infrastructure was submitted to the City on April 29, 2020, approved and issued to the applicant on August 11, 2020; and

WHEREAS, the City of Edgewood issued the City Engineer's Certificate of Improvements for Estates on Caldwell on February 10, 2021, documenting the approval and requirements of infrastructure improvements through construction and bonding, subject to conditions; and

WHEREAS, on January 28, 2021, an application was submitted to the City for final plat approval and deemed complete on March 15, 2021, and the City of Edgewood City Council granted final plat approval on June 22, 2021 under Resolution No. 21-0568, and the final plat was recorded with the Pierce County Auditor on June 28, 2021; and

WHEREAS, on January 25, 2022, an application was submitted to the City for plat amendment approval and deemed complete on March 7, 2022; and

WHEREAS, on July 26, 2022, the Hearing Examiner held a hearing on the plat amendment, and on August 16, 2022, the Hearing Examiner issued a decision of approval to relocate a stormwater easement, remove a vacated water utility easement, and relocate a sanitary sewer easement to comply with the Edgewood Municipal Code; and

WHEREAS, the plat amendment application has been reviewed by relevant City departments and summarized in a Staff Report dated September 8, 2022; Exhibit B demonstrating the applicant has met the criteria for plat amendment approval;

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

Section 1. Adoption of Findings. The City Council hereby adopts the findings included in the City of Edgewood Staff Report, Findings and Recommendation, File 22-1026, Exhibit B and incorporated herein by this reference.

Section 2. Grant of Approval. The City Council hereby grants final approval to Estates on Caldwell plat amendment to a six (6) lot plat attached as Exhibit C and the Mayor are authorized to inscribe and execute the Council's approval on the face of the plat amendment, subject to completion of the bonded improvements and recording of the plat amendment and Covenants, Conditions and Restrictions with the Pierce County Auditor.

Section 3. Severability. If any section, sentence, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

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

PASSED THIS 13RD DAY OF SEPTEMBER 2022

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A

Estates on Caldwell Vicinity Map

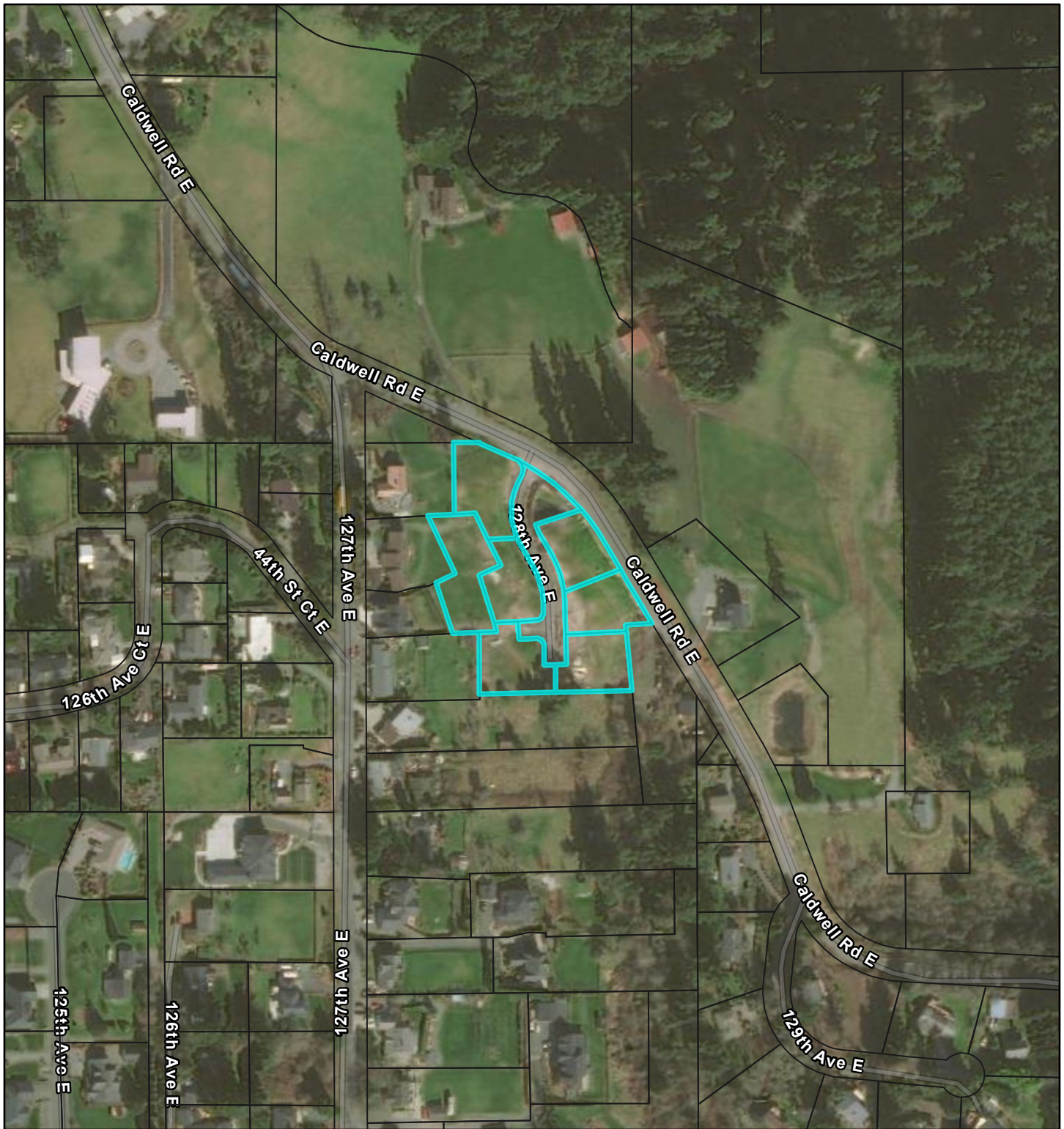
Exhibit B

September 8, 2022 - City of Edgewood, Estates on Caldwell Plat Amendment Staff Report

Exhibit C

Estates on Caldwell Plat Amendment

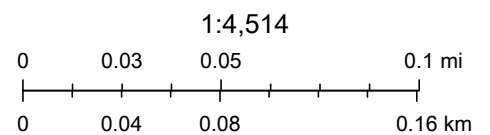
Estates on Caldwell Plat Amendment Vicinity Map



9/8/2022, 11:24:06 AM

Pierce_County_Tax_Parcels

 Base Parcel



Esri Community Maps Contributors, King County, WA State Parks GIS, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, Maxar



Staff Report, Findings and Recommendation Estates on Caldwell Subdivision – Plat Amendment Approval

To: Edgewood City Council
From: Morgan Dorner, Senior Planner
Date: September 8, 2022
Subject: Plat Amendment Approval for Estates on Caldwell Subdivision

NAME OF SUBDIVISION: Estates on Caldwell Subdivision

DESCRIPTION: Proposed plat amendment to relocate a stormwater easement, remove a vacated water utility easement, and relocate a sanitary sewer easement.

CITY FILE NUMBER: #22-1026

CITY FILE NUMBER AND NAME FOR PRELIMINARY PLAT APPROVAL:
#19-1471 Estates on Caldwell Subdivision Preliminary Plat

CITY FILE NUMBER AND NAME FOR SITE DEVELOPMENT PERMIT APPROVAL:
#20-1198 Estates on Caldwell Subdivision Site Development

CITY FILE NUMBER AND NAME FOR FINAL PLAT APPROVAL:
#21-1051 Estates on Caldwell Subdivision Final Plat

LOCATION: 4403, 4404, 4414, 4421, 4424, 4433, 4513, and 4514 128th Avenue East, Edgewood, WA 98372; Tax Parcel Nos. 6027710010, 6027710020, 6027710030, 6027710040, 6027710050, 6027710060, and 6027710070 REF.

APPLICANT/ PROPERTY OWNER: Robert “Bodi” Misenar, Miter Masters Inc, 4721 127th Ave E, Edgewood, WA 98372-9227

LEGAL DESCRIPTION: SW ¼ of SE ¼, Section 14, T20N, R4E, W.M. (see plat amendment for full legal description)

ZONING: SF-3 (Single Family Moderate)

COMPREHENSIVE PLAN DESIGNATION: Single Family Moderate

CRITICAL AREAS: None.

SEPA: The City of Edgewood issued a Mitigated Determination of Nonsignificance (MDNS) using the optional DNS process pursuant to WAC 197-11-355 on March 9, 2020, and a revised MDNS was issued March 27, 2020. The appeal period ended on April 13, 2020. There were no appeals to the MDNS.

PRELIMINARY PLAT APPROVAL: The City of Edgewood Hearing Examiner granted preliminary approval subject to nineteen (19) conditions on May 5, 2020.

FINAL PLAT APPROVAL: The City of Edgewood City Council granted final plat approval on June 22, 2021, under Resolution No. 21-0568.

PLAT AMENDMENT APPLICATION: An application for plat amendment was received January 25, 2022, and was deemed complete on March 7, 2022. The City of Edgewood Hearing Examiner issued approval on August 16, 2022.

I. APPROVAL PROCESS

Plat amendment approval must be made by the legislative body (City Council). The plat amendment approval is in the nature of a ministerial, non-discretionary process; that is, if the applicant meets the terms of preliminary approval and the plan conforms to state law and local ordinances, final approval must be granted (RCW 58.17.170).

The proposed plat amendment was reviewed by staff for conformance with the final plat, preliminary plat approval conditions, plat amendment Hearing Examiner’s decision, and

all applicable laws and regulations. In this report, City staff is submitting written findings and a recommendation to the City Council for plat amendment approval.

Pursuant to EMC Section 16.07.080 and RCW 58.17.215, "After approval of the alteration .., the city shall order the applicant to produce a revised drawing of the approved full subdivision.. alteration... The council shall authorize the mayor to sign the approved alteration... The city shall file the approved alteration.. with the county auditor at the applicant's cost. The alteration.. shall replace and supersede the existing lawful plat or final binding site plan for the property. "

II. PROJECT ANALYSIS AND STAFF FINDINGS

The proposed plat amendment is determined by staff to meet the criteria established in the Edgewood zoning and subdivision ordinances, the City of Edgewood Comprehensive Plan, and to be generally consistent with the requirements and conditions of the preliminary plat, final plat, and plat amendment approval.

A. Conformance with the City of Edgewood Zoning Ordinance (EMC Title 18)

The zoning designation of the property is SF-3. The plat amendment approval details the project's compliance with the zoning designation. The plat was reviewed for compliance with Title 18 Development Standards under preliminary plat application #19-1471 and final plat application #21-1051. City staff reviewed the plat alteration for consistency with the recorded plat and conditions of approval. The applicant does not propose to alter the lot configuration, and only proposes to alter the location of easements within the plat.

B. Conformance with the City of Edgewood Subdivision Ordinance (EMC Title 16) and Issuance of the Hearing Examiner's conditions of approval.

The applicant submitted a plat amendment application in conformance with EMC Chapter 16.07. The amended plat and associated submittals were reviewed against the applicable conditions and subdivision standards. The plat amendment was issued approval by the Hearing Examiner on August 16, 2022, with no conditions. Staff finds the proposed plat amendment conforms to EMC Title 16 and Hearing Examiner's decision.

C. Conformance with the Comprehensive Plan

The Comprehensive Plan designation of the property is Single-Family Moderate. Allowed uses in the Single-Family Moderate designation are intended to preserve and maintain

established residential neighborhoods. Allowable uses include single family detached dwelling units and compatible uses. Staff finds the proposed plat amendment to the subdivision is in conformance with the Comprehensive Plan.

D. Conformance with the City of Edgewood Engineering Requirements

The City's Public Works staff and City Engineer reviewed the plat amendment application with the purpose to promote the public health, safety, and welfare in accordance with the standards established by the state and the City to provide and promote safe, convenient vehicle access on public and private streets, to facilitate the adequate provision of public water and sewer service and for the proper handling of stormwater.

The proposed stormwater easement relocation for stormwater conveyance to convey stormwater from the detention pond to the bottom of the gully as allowed by EMC 14.90.040(A)(1) was reviewed and approved by the City Engineer for compliance with EMC Title 13 and site development permit number 20-1198 issued August 11, 2020.

The City Engineer issued a City Engineer's Certificate of Improvements for Estates on Caldwell for site development improvements in accordance with Chapter 16.04 EMC on February 10, 2021. The proposed plat amendment was deemed compliant with the required improvements.

E. Conformance with Hearing Examiner's conditions of approval

The Hearing Examiner did not impose conditions of approval on the Estates on Caldwell Plat Amendment. Staff will coordinate receipt, signing and recording of the final documents with the applicant to assure all recording requirements are met.

III. STAFF RECOMMENDATION

Based on the information above and materials provided in the file, the City of Edgewood staff has determined that the final plat amendment meets the applicable requirements for approval. Therefore, the City staff recommends the City Council adopt the findings in this report and **APPROVE** the Plat Amendment of Estates on Caldwell Subdivision, File Number 22-1026, subject to completion of the recording of the Plat Amendment with the Pierce County Auditor.

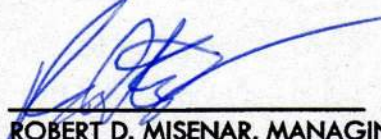
ESTATES ON CALDWELL

A PORTION OF THE SW 1/4 OF THE SE 1/4 OF SECTION 14,
TWP. 20 N., RGE. 4 E., W.M., CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON

ACKNOWLEDGEMENT:

DEDICATION
WE, THE UNDERSIGNED ATTEST THAT WE ARE THE OWNERS IN
FEE SIMPLE OF THE LAND REPRESENTED ON THIS PLAT AND
THAT THIS FULL SUBDIVISION HAS BEEN MADE WITH THE FREE
CONSENT AND IN ACCORDANCE WITH OUR DESIRES.

WE, THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED
PROPERTY DEDICATE THESE LOTS TO THE PURCHASERS
THEREOF. ALL ROADS ARE PRIVATE AND ARE NOT DEDICATED
TO THE PUBLIC. EACH LOT OWNER SHALL HAVE AN
EASEMENT FOR INGRESS, EGRESS AND UTILITY PURPOSES AND
ANY OTHER PURPOSES NOT INCONSISTENT WITH ITS USE AS
A ROADWAY, OVER AND ACROSS ALL THE PRIVATE ROADS
SHOWN ON THE PLAT. THE OWNERS RESERVE THE RIGHT TO
MAKE ANY NECESSARY CUTS AND FILLS UPON THESE LOTS IN
THE ORIGINAL REASONABLE GRADING OF THESE ROADS.
THESE STREETS AND ROADS ARE PRIVATE AND WILL NOT BE
DEDICATED TO THE CITY OF EDGEWOOD UNTIL SUCH TIME AS
THEY ARE CONSTRUCTED TO CITY OF EDGEWOOD STANDARDS
AND AT SUCH TIME AS THE CITY OF EDGEWOOD DESIRES TO
ACCEPT THEM.


ROBERT D. MISENAR, MANAGING MEMBER
CALDWELL DEVELOPMENT, LLC

STATE OF WASHINGTON } SS
COUNTY OF PIERCE }

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE
THAT ROBERT D. MISENAR IS THE PERSON WHO APPEARED
BEFORE ME, AND SAID PERSON ACKNOWLEDGE THAT HE
SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS
AUTHORIZED TO EXECUTE THE INSTRUMENT AND
ACKNOWLEDGED IT AS THE MANAGING MEMBER OF CALDWELL
DEVELOPMENT LLC, A WASHINGTON LIMITED LIABILITY COMPANY,
TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR
THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.


NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON.

PRINTED NAME OF NOTARY PUBLIC Elizabeth L. Ringer
MY COMMISSION EXPIRES 09-17-24

LEGAL DESCRIPTION:

PARCEL B, CITY OF EDGEWOOD BOUNDARY LINE
ADJUSTMENT RECORDED UNDER RECORDING NUMBER
201903155006, RECORDS OF PIERCE COUNTY,
WASHINGTON;

BEING THAT PORTION OF LOTS 1 AND 6 OF
PARKER'S STRAWBERRY TRACTS, ACCORDING TO THE
PLAT RECORDED IN BOOK 10 OF PLATS AT PAGE 9,
RECORDS OF PIERCE COUNTY, WASHINGTON,
DESCRIBED AS FOLLOWS;

COMMENCING AT A MONUMENT ON THE CENTER LINE
OF 127TH AVENUE EAST AT A POINT BEING
CONSIDERED THE NORTHWEST CORNER OF SAID LOT
1 OF PARKER'S STRAWBERRY TRACTS; THENCE
SOUTH 00°46'24" WEST, ALONG SAID CENTER LINE, A
DISTANCE OF 141.00 FEET; THENCE NORTH 87°54'23"
EAST, A DISTANCE OF 30.04 FEET TO THE
EASTERLY MARGIN OF SAID 127TH AVENUE EAST;
THENCE CONTINUING NORTH 87°54'23" EAST, A
DISTANCE OF 119.44 FEET TO THE TRUE POINT OF
BEGINNING; THENCE CONTINUING NORTH 87°54'23"
EAST, A DISTANCE OF 47.00 FEET; THENCE NORTH
00°46'33" EAST, A DISTANCE OF 130.83 FEET TO
THE NORTH LINE OF SAID LOT 1; THENCE SOUTH
89°07'36" EAST, ALONG SAID NORTH LINE, A
DISTANCE OF 42.32 FEET TO THE SOUTHWESTERLY
MARGIN OF CALDWELL ROAD; THENCE SOUTH
65°31'17" EAST, ALONG SAID SOUTHWESTERLY
MARGIN, A DISTANCE OF 58.13 FEET TO A POINT OF
CURVATURE; THENCE CONTINUING ALONG SAID
SOUTHWESTERLY MARGIN AND ALONG A CURVE TO
THE RIGHT, THE CENTER OF WHICH BEARS SOUTH
24°28'43" WEST 379.30 FEET DISTANT, THROUGH A
CENTRAL ANGLE OF 36°26'43", AN ARC DISTANCE
OF 241.27 FEET; THENCE SOUTH 29°04'34" EAST,
ALONG SAID SOUTHWESTERLY MARGIN, A DISTANCE
OF 172.81 FEET TO THE SOUTH LINE OF SAID LOT 1;
THENCE SOUTH 88°18'24" WEST, A DISTANCE OF
47.30 FEET; THENCE SOUTH 04°16'20" EAST, A
DISTANCE OF 120.83 FEET; THENCE NORTH 89°58'18"
WEST, A DISTANCE OF 277.68 FEET; THENCE NORTH
00°46'24" EAST, A DISTANCE OF 112.46 FEET TO
THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH
88°18'24" WEST, ALONG SAID SOUTH LINE, A
DISTANCE OF 47.43 FEET; THENCE NORTH 17°16'58"
WEST, A DISTANCE OF 97.49 FEET; THENCE NORTH
65°03'49" EAST, A DISTANCE OF 38.24 FEET;
THENCE NORTH 23°36'09" WEST, A DISTANCE OF
115.23 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF PIERCE, STATE OF
WASHINGTON.

APPROVALS:

CITY OF EDGEWOOD PLAT NO. 22-1026

CITY OF EDGEWOOD

APPROVED AS TO BEING IN COMPLIANCE WITH ALL TERMS OF THE
PRELIMINARY APPROVAL OF THE PROPOSED PLAT.

APPROVED THIS 8th DAY OF September 2022.


COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR

APPROVED AS TO THE LAYOUT OF STREETS, ALLEYS AND OTHER RIGHTS
OF WAY, DESIGN OF STORM SEWER SYSTEMS AND OTHER STRUCTURES.

APPROVED THIS 8th DAY OF Sept. 2022.


PUBLIC WORKS DIRECTOR

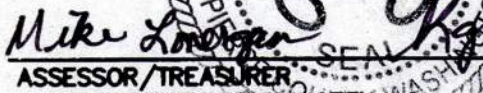
PURSUANT TO RESOLUTION _____ THE EDGEWOOD CITY COUNCIL
FINDS THIS PLAT CONFORMS TO ALL TERMS OF ITS PRELIMINARY
APPROVAL, APPLICABLE STATE AND LOCAL LAWS AND THE EDGEWOOD
MUNICIPAL CODE AND HEREBY AUTHORIZES THE MAYOR TO EXECUTE ITS
WRITTEN APPROVAL ON THE FACE OF THE PLAT.

APPROVED THIS _____ DAY OF _____, 2022.

CITY OF EDGEWOOD MAYOR

ASSESSOR/TREASURER

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE
LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE
BOOKS AND RECORDS OF THE OFFICE, HAVE BEEN FULLY PAID AND
DISCHARGED.


ASSESSOR/TREASURER
PIERCE COUNTY, WASHINGTON

9/24/22
DATE

TACOMA-PIERCE COUNTY HEALTH DEPARTMENT

PRELIMINARY INSPECTIONS INDICATE SOIL CONDITIONS ALLOW THE USE OF
SEPTIC TANKS AND COMMUNITY DRAINFIELD SEWAGE DISPOSAL FOR ALL
LOTS WITHIN THIS PLAT. PROSPECTIVE PURCHASERS OF THE LOTS MUST
RECEIVE SEPTIC DISPOSAL TANK PERMITS PRIOR TO THE ISSUANCE OF
BUILDING PERMITS.


DEPARTMENT REPRESENTATIVE

8/16/22
DATE

AUDITOR

FILED FOR RECORD THIS _____ DAY OF _____, 2022, AT _____ MINUTES
PAST _____ O'CLOCK _____ M.
RECORDS OF THE PIERCE COUNTY AUDITOR, TACOMA, WASHINGTON.

RECORDING NO.: _____

FEE: \$ _____

PIERCE COUNTY AUDITOR

BY: _____

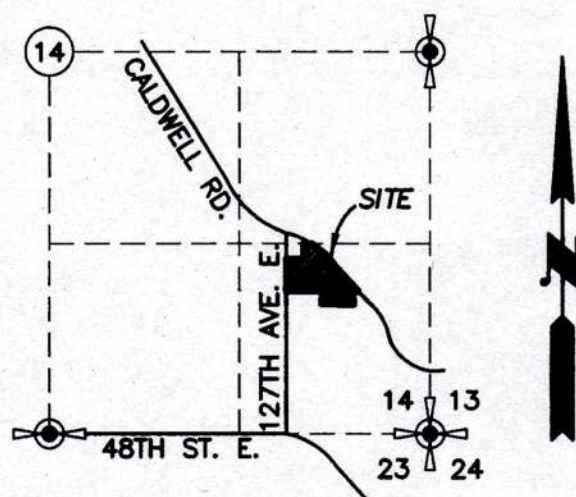
C. C. & R.'S / A.F.N. _____

TAX PARCEL NUMBERS:

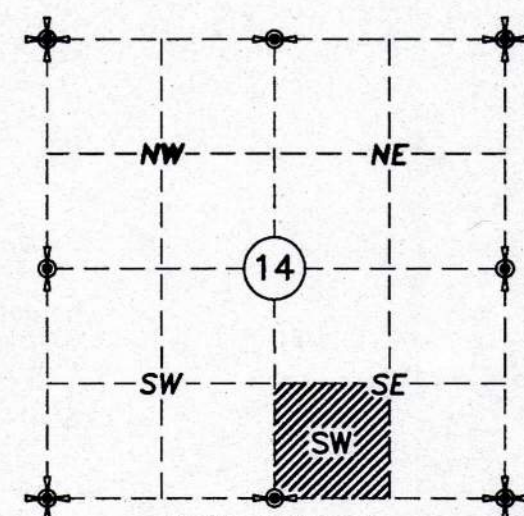
ORIGINAL PARCEL NUMBER:
675500-0022

CURRENT PARCEL NUMBERS:
602771-0010
602771-0020
602771-0030
602771-0040
602771-0050
602771-0060
602771-0070

PAGE 1 OF 4



VICINITY MAP
SCALE 4"=1 MILE



INDEX LOCATION:
PORTION OF SW 1/4 OF SE 1/4,
SEC. 14, T. 20 N., R. 4 E., W.M.

AMENDMENT TO THE PLAT OF "ESTATES ON CALDWELL" REC. NO. 202106285008

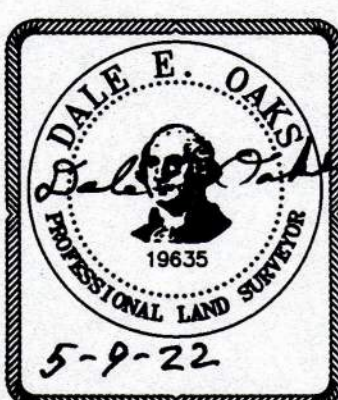
AMENDMENT NOTE:

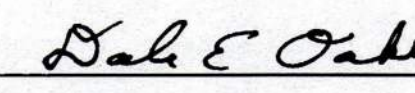
THE PURPOSE OF THIS AMENDED PLAT IS TO MAKE
THE FOLLOWING CHANGES:

1. ALTER THE LOCATION OF THE STORM WATER
EASEMENT ON LOTS 1 AND 2 TO THE
LOCATION SHOWN ON PAGES 2 AND 3.
2. ADD LOCATION OF A SANITARY SEWER
EASEMENT ON LOT 4.
SEE PAGE 2.
3. ADD LOCATION OF STORM WATER EASEMENT.
REC. NO. 202205060390.
SEE PAGE 2.
4. CHANGE THE TITLE "STORM WATER EASEMENT"
TO "EASEMENT"
SEE PAGE 3.
5. UPDATE TITLE GUARANTEE INFORMATION IN
NOTE NO. 4 UNDER NOTES.
SEE PAGE 3.
6. REMOVE WATER PIPELINE EASEMENT,
REC. NO. 1432942. IT HAS BEEN RELEASED
BY RELEASE OF EASEMENT,
REC. NO. 202201200325.
7. REMOVE STORM WATER EASEMENT,
REC. NO. 201905070648. IT HAS BEEN
RELEASED BY DOCUMENT,
REC. NO. 202205060390.

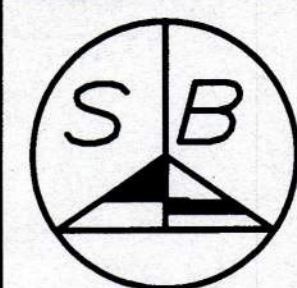
SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF "AMENDMENT TO ESTATES ON CALDWELL" IS BASED ON AN
ACTUAL SURVEY DONE BY ME OR UNDER MY DIRECT SUPERVISION; THAT THE BEARINGS AND
DISTANCES ARE SHOWN CORRECTLY; THAT THE PERIMETER MONUMENTS HAVE BEEN SET AND THAT
ALL OTHER MONUMENTS AND LOT CORNERS HAVE BEEN SET OR BONDED WITH THE CITY AND WILL BE
SET PRIOR TO THE RELEASE OF THE BOND; THAT I HAVE COMPLIED WITH ALL STATE AND CITY
REGULATIONS GOVERNING PLATTING AND THAT IT CONFORMS TO THE APPROVED PRELIMINARY
PLAT AND THE CONDITIONS OF APPROVAL THEREOF.




DALE OAKS
P.L.S. CERTIFICATE NO. 19635

DATE



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BARNARD
& ASSOC. INC.

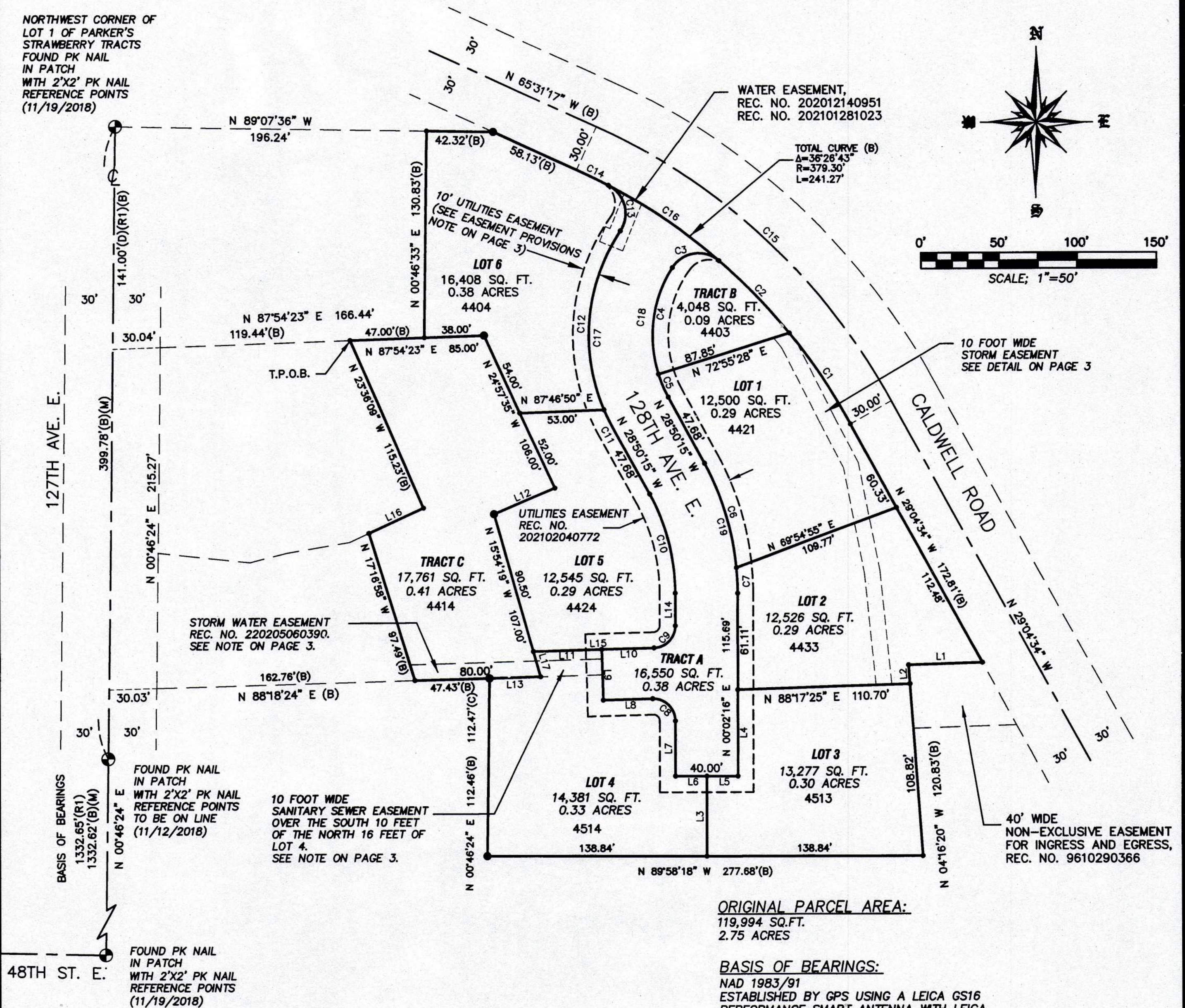
SURVEYING
PLANNING
PLATTING
CONDOMINIUMIZATION

717 W. STEWART
PUYALLUP, WA 98371
PHONE (253) 848-5170

ESTATES ON CALDWELL

A PORTION OF THE SW 1/4 OF THE SE 1/4 OF SECTION 14,
TWP. 20 N., RGE. 4 E., W.M., CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON

NORTHWEST CORNER OF
LOT 1 OF PARKER'S
STRAWBERRY TRACTS
FOUND PK NAIL
IN PATCH
WITH 2"x2" PK NAIL
REFERENCE POINTS
(11/19/2018)



ORIGINAL PARCEL AREA:
119,994 SQ. FT.
2.75 ACRES

BASIS OF BEARINGS:
NAD 1983/91
ESTABLISHED BY GPS USING A LEICA GS16
PERFORMANCE SMART ANTENNA WITH LEICA
SMARTNET NETWORK RTK SURVEY, WHICH
USES GRS80 ELLIPSOID AND GEOID 09.

ALSO

CITY OF EDGEWOOD BOUNDARY LINE
ADJUSTMENT, REC. NO. 201903155006.

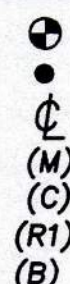
SURVEYOR'S NOTES:

- SURVEY PERFORMED BY FIELD TRAVERSE AND ELECTRONIC DATA COLLECTION USING A LEICA TS12P ROBOTIC TOTAL STATION AND LEICA CS20 DISCO FIELD CONTROLLER AND/OR BY GPS USING A LEICA GS16 PERFORMANCE SMART ANTENNA WITH LEICA SMARTNET NETWORK RTK SURVEY, WHICH USES GRS80 ELLIPSOID AND GEOID 09.
- CLOSURES EXCEEDED THE MINIMUM REQUIREMENTS AS ESTABLISHED BY WAC 332-130-090.

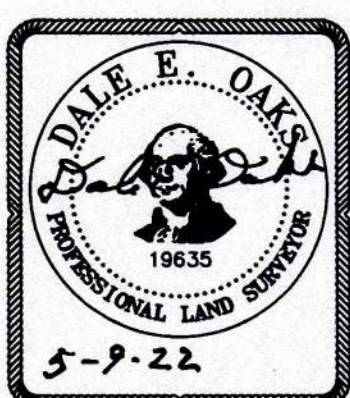
ADDRESSES:

- LOT 1: 4421 128TH AVE. E.
EDGEWOOD, WA 98372
- LOT 2: 4433 128TH AVE. E.
EDGEWOOD, WA 98372
- LOT 3: 4513 128TH AVE. E.
EDGEWOOD, WA 98372
- LOT 4: 4514 128TH AVE. E.
EDGEWOOD, WA 98372
- LOT 5: 4424 128TH AVE. E.
EDGEWOOD, WA 98372
- LOT 6: 4404 128TH AVE. E.
EDGEWOOD, WA 98372

LEGEND

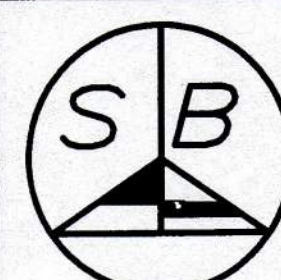


FOUND MONUMENT AS NOTED
SET REBAR & CAP, LS 19635
CENTER LINE OF ROAD
MEASURED VALUE
CALCULATED VALUE
RECORD OF SURVEY, REC. NO. 200109075003
CITY OF EDGEWOOD BOUNDARY LINE ADJUSTMENT,
REC. NO. 201903155006



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	379.30	69.78	10°32'27"
C2	379.30	64.50	9°44'34"
C3	20.00	34.17	97°53'57"
C4	80.00	70.22	50°17'34"
C5	80.00	15.76	11°17'09"
C6	170.00	69.48	23°24'56"
C7	170.00	16.20	5°27'35"
C8	14.00	22.41	91°43'52"
C9	14.00	21.57	88°16'08"
C10	130.00	65.52	28°52'31"
C11	120.00	12.55	5°59'37"
C12	120.00	118.22	56°26'45"
C13	20.00	33.42	95°44'50"
C14	379.30	22.35	3°22'34"
C15	409.30	260.35	36°26'43"
C16	379.30	84.64	12°47'08"
C17	120.00	130.77	62°26'22"
C18	80.00	85.98	61°34'43"
C19	170.00	185.67	28°52'31"

LINE	BEARING	DISTANCE
L1	N 88°18'24" E	47.30'
L2	N 04°16'20" W	12.01'
L3	N 00°03'00" E	50.58'
L4	N 00°02'16" E	54.58'
L5	N 89°57'44" W	20.00'
L6	N 89°57'44" W	20.00'
L7	N 00°02'16" E	34.96'
L8	N 88°18'24" E	31.08'
L9	N 01°41'36" W	32.00'
L10	N 88°18'24" E	32.89'
L11	N 88°18'24" E	42.95'
L12	N 66°48'36" E	42.00'
L13	N 88°18'24" E	32.57'
L14	N 00°02'16" E	20.70'
L15	N 88°18'24" E	75.84'
L16	N 65°03'49" E	38.24'
L17	N 15°54'19" W	16.50'



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ESTATES ON CALDWELL

A PORTION OF THE SW 1/4 OF THE SE 1/4 OF SECTION 14,
TWP. 20 N., RGE. 4 E., W.M., CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON

NOTES:

- 1) TRACT "A" IS A PRIVATE ROAD TRACT. ALL LOT OWNERS HAVE AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN TRACT "A" AND UNDIVIDED RESPONSIBILITY FOR THE TAXES FOR TRACT "A". THE ESTATES ON CALDWELL HOMEOWNERS ASSOCIATION IS GRANTED AN EASEMENT FOR THE MAINTENANCE OF TRACT "A".
- 2) TRACT "B" IS A PRIVATE DRAINAGE TRACT. ALL LOT OWNERS HAVE AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN TRACT "B" AND UNDIVIDED RESPONSIBILITY FOR THE TAXES FOR TRACT "B". THE ESTATES ON CALDWELL HOMEOWNERS ASSOCIATION IS GRANTED AN EASEMENT FOR THE MAINTENANCE OF TRACT "B". THE CITY OF EDGEWOOD IS HEREBY GRANTED A PERMANENT, NONEXCLUSIVE EASEMENT AND RIGHT OF ACCESS TO, OVER AND THROUGH TRACT "B".
- 3) TRACT "C" IS A PRIVATE COMMUNITY DRAINFIELD. ALL LOT OWNERS HAVE AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN TRACT "C" AND UNDIVIDED RESPONSIBILITY FOR THE TAXES FOR TRACT "C". THE ESTATES ON CALDWELL HOMEOWNERS ASSOCIATION IS GRANTED AN EASEMENT FOR THE MAINTENANCE OF TRACT "C".
- 4) LEGAL DESCRIPTIONS, EASEMENTS RESERVATIONS AND OTHER MATTERS OF RECORD WERE DERIVED FROM A SUBDIVISION GUARANTEES PREPARED BY TICOR TITLE COMPANY, THEIR GUARANTEE/CERTIFICATE NUMBERS 70188810, 70188811, 70188818, 70188814, 70188817 AND 70188815. ACCORDING TO SAID DOCUMENT, THIS SITE IS SUBJECT TO THE FOLLOWING EXCEPTIONS:

SPECIAL EXCEPTIONS:

1. COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, AS SET FORTH ON THE PLAT OF PARKERS STRAWBERRY TRACTS:

RECORDING NO.: 311539

3. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:

GRANTED TO: DAVID LEWIS, HIS HEIRS, SUCCESSORS AND ASSIGNS
PURPOSE: INGRESS, EGRESS, AND UTILITIES
RECORDING DATE: OCTOBER 29, 1996
RECORDING NO.: 9610290366
AFFECTS: A PORTION OF SAID PREMISES
SHOWN ON PAGE 2 OF 4.

4. COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, ENCROACHMENTS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, AS SET FORTH ON SURVEY:

RECORDING NO.: 200104075003

5. COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, ENCROACHMENTS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, AS SET FORTH ON SURVEY:

RECORDING NO.: 200411045006

6. COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, ENCROACHMENTS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, AS SET FORTH ON CITY OF EDGEWOOD BOUNDARY LINE ADJUSTMENT:

RECORDING NO.: 201903155006

8. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:

GRANTED TO: MT. VIEW-EDGEWOOD WATER COMPANY
PURPOSE: WATER MAIN
RECORDING DATE: DECEMBER 14, 2020
RECORDING NO.: 202012140951
SHOWN ON PAGE 2 OF 4.

9. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:

GRANTED TO: MT. VIEW-EDGEWOOD WATER COMPANY
PURPOSE: WATER MAIN
RECORDING DATE: JANUARY 28, 2021
RECORDING NO.: 202101281023
SHOWN ON PAGE 2 OF 4.

10. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:

GRANTED TO: PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION
PURPOSE: UTILITIES
RECORDING DATE: FEBRUARY 4, 2021
RECORDING NO.: 202102040772
SHOWN ON PAGE 2 OF 4.

11. COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, AS SET FORTH IN THE DOCUMENT:

RECORDING DATE: JUNE 28, 2021
RECORDING NO.: 202106280727

14. COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, ENCROACHMENTS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, AS SET FORTH ON PLAT OF ESTATES ON CALDWELL:

RECORDING NO.: 202106285008

15. STORM WATER EASEMENT AND RELEASE OF PRIOR STORM WATER EASEMENT:

RECORDING DATE: MAY 6, 2022
RECORDING NO.: 202205060390
SHOWN ON PAGE 2 OF 4

EASEMENT:

AN EASEMENT IS HEREBY RESERVED FOR AND CONVEYED TO PUGET SOUND ENERGY, ESTATES ON CALDWELL H.O.A., MT. VIEW EDGEWOOD WATER COMPANY, CITY OF EDGEWOOD, CENTURY LINK COMMUNICATIONS, INC., ANY CABLE TELEPHONE COMPANY, PIERCE COUNTY, U.S. POSTAL SERVICE, ANY OTHER PUBLIC OR PRIVATE UNDERGROUND UTILITY SERVICE AND OTHER UTILITIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10 FEET OF ALL LOTS AND TRACTS AND SPACES WITHIN THE PLAT LYING PARALLEL WITH AND ADJOINING EXISTING OR PROPOSED ACCESS RIGHT OF WAY AND TRACTS, AS WELL AS AN EASEMENT WITHIN ALL PRIVATE ROADS, TRACTS AND DRIVES, IN WHICH TO INSTALL, LAY, CONSTRUCT, ENLARGE, RENEW, OPERATE AND MAINTAIN UNDERGROUND DISTRIBUTION SYSTEMS WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSES OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH SANITARY SEWERS, STORM DRAINAGE, ELECTRIC, GAS, TELEPHONE, WATER AND OTHER UTILITY SERVICES, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, STREETS, SPACES AND TRACTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT OR FOR TELEPHONE USE, CABLE TELEVISION, FIRE OR POLICE SIGNALS, OR FOR OTHER PURPOSES, SHALL BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

STORM WATER EASEMENT NOTE:

THE STORM WATER EASEMENT, REC. NO. 202205060390, OVER THE SOUTH 10 FEET OF TRACT "C" AND THE SOUTH 10 FEET OF THE NORTH 16 FEET OF LOT 4, IS FOR THE BENEFIT OF THE OWNERS OF LOT 2 OF MISENAR SHORT PLAT NO. 19-1243, REC. NO. 201906145004, RECORDS OF PIERCE COUNTY, WASHINGTON, AND SAID OWNERS SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE IMPROVEMENT, REPAIR AND MAINTENANCE OF SAID STORM WATER EASEMENT.
(SEE RECORDED DOCUMENT)
(SEE PAGE 2 OF 4 FOR GRAPHIC LOCATION)

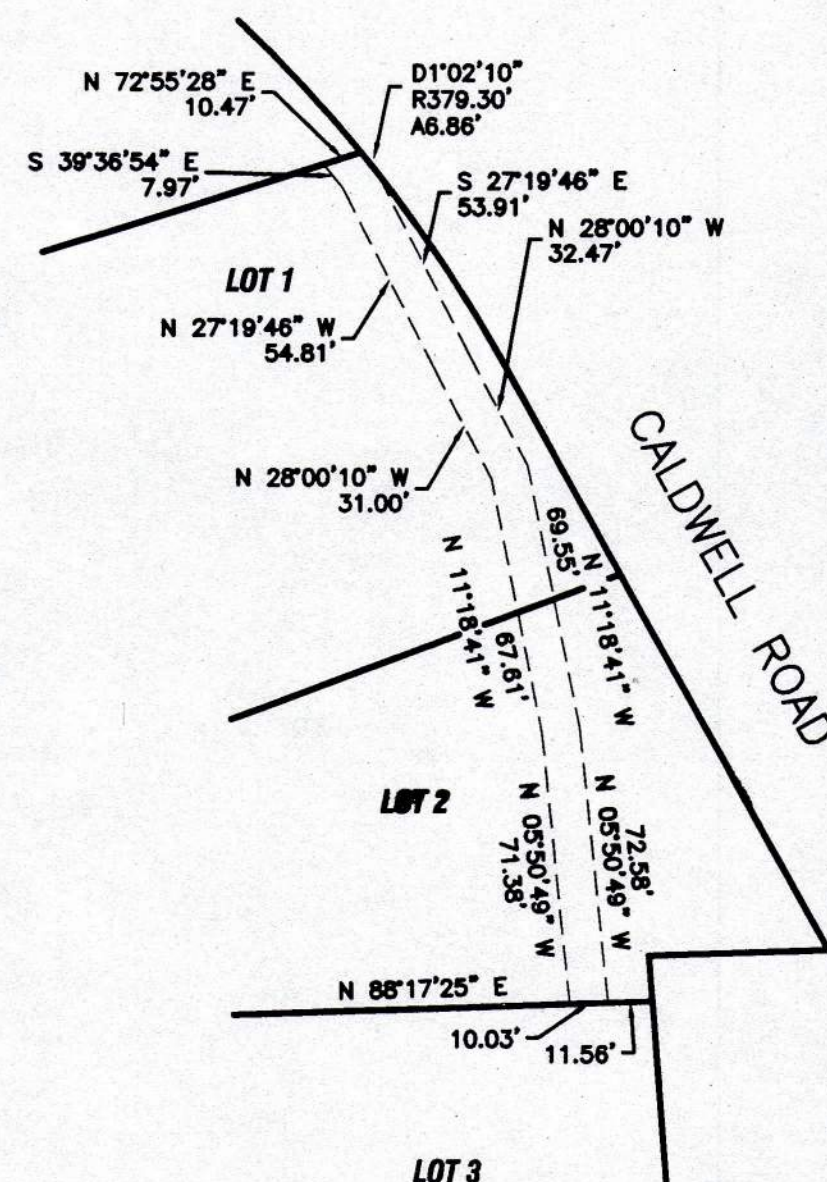
SANITARY SEWER EASEMENT NOTE:

THE SANITARY SEWER EASEMENT OVER THE SOUTH 10 FEET OF THE NORTH 16 FEET OF LOT 4 BENEFITS THE OWNERS OF LOTS 1, 2 AND 3 FOR THE PURPOSE OF MAINTAINING A SANITARY SEWER SYSTEM AND SAID OWNERS SHALL BE EQUALLY RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE IMPROVEMENT, REPAIR AND MAINTENANCE OF SAID SANITARY SEWER SYSTEM.
(SEE PAGE 2 OF 4 FOR GRAPHIC LOCATION)

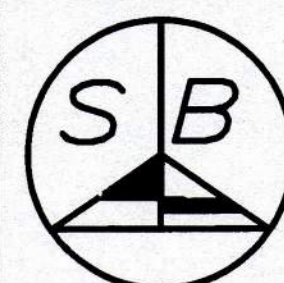
STORM EASEMENT PROVISIONS:

THE 10 FOOT WIDE STORM EASEMENT DEPICTED ON LOTS 1 AND 2 ON PAGE 2 OF 4 IS FOR THE BENEFIT OF THE OWNERS OF LOTS 2 & 3 TO USE FOR THE TRANSFER OF STORM WATER. THE OWNERS OF LOTS 1, 2 & 3 SHALL BE EQUALLY RESPONSIBLE FOR ALL MAINTENANCE OF SAID EASEMENT AND ALL COST RELATED TO SAID MAINTENANCE. THIS EASEMENT BECOMES AFFECTIVE UPON RECORDING OF THIS PLAT.

STORM EASEMENT DETAIL:



PAGE 3 OF 4



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A PORTION OF THE SW 1/4 OF THE SE 1/4 OF SECTION 14,
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