



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, September 1, 2020 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. COUNCIL BUSINESS

A. Discussion – Equity, Diversity & Inclusion (Trainings, Planning, etc)

B. Discussion – Term Limits

C. Discussion – Resolution - Food Bank Donation

D. Discussion - Resolution - Cares Act Agreement

E. Discussion - Resolution - 36th & Meridian Park Construction Contract

F. Discussion – 36th and Meridian Park Naming

G. Discussion - Speed Limit Radar Signs

H. Discussion – Resolution - Statement of Work CDW-G Teams Phone System

3. OTHER COUNCIL ITEMS

4. ADJOURN

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

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.



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Equity, Diversity & Inclusion (Trainings, Planning, etc)	Agenda Item #: 2.A
	For Agenda of: 9/1/2020
	Prepared by: Daryl Eiding
Attachments (list):	
Approval of Materials: Daryl Eiding Rachel Pitzel 8/27/2020 Dave Gray 8/27/2020 Daryl Eiding 8/27/2020	Expenditure Required: N/A Amount Budgeted: N/A Timeline: Ongoing discussion at all future SS

Summary Statement:

Link to the NLC website from CM Tomy that highlights the REAL (Race, Equity, And Leadership) information: <https://www.nlc.org/program-initiative/race-equity-and-leadership-real>

Link to MRSC article provided by DM Creley : <http://mrsc.org/Home/Stay-Informed/MRSC-Insight/August-2020-1/Diversity-Equity-and-Inclusion-Efforts-in-Washin.aspx>

Item History:

Recommended Action:

Hold a discussion and provide staff direction to Discussion – Equity, Diversity & Inclusion (Trainings, Planning, etc)

Fiscal Note/Consideration:

N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Term Limits	Agenda Item #: 2.B
	For Agenda of: 9/1/2020
	Prepared by: Daryl Eiding
Attachments (list): 1. Term limits	
Approval of Materials: Daryl Eiding Rachel Pitzel 8/27/2020 Dave Gray 8/27/2020 Daryl Eiding 8/27/2020	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 09/01/2020 SS Discussion

Summary Statement:

Members of the Council have requested a discussion regarding term limits for the Office of Mayor, since it was not included in the discussion when Edgewood changed to a strong mayor form of government. As part of the discussion, the Mayor has requested to include discussion of term limits (or removal) for the Council.

Item History:

Recommended Action:

Hold a discussion and provide staff direction to Discussion – Term Limits

Fiscal Note/Consideration:

City	Mayor	Council	
DuPont	No	No	
Gig Harbor	No	No	
Buckley	No	No	
Milton	No	No	
Lakewood	2 yrs	4 yrs	*See note below
Steilacoom	No	No	

Pierce County - Executive and Councilmembers are elected to four year terms, and can serve no more than two consecutive terms.

*The Lakewood City Council consists of seven part-time, nonpartisan members elected at-large every two years to staggered, four-year terms. The council elects one of its members as Mayor. Biennially at the first regularly scheduled meeting in January, the Councilmembers shall choose by majority vote, a chairperson from among themselves, and such person shall be titled Mayor. The Mayor shall continue to have all rights, privileges and immunities of a member of the Council and shall serve for a two-year term. Biennially at the first regularly scheduled meeting in January, the Councilmembers shall choose a Deputy Mayor from the members thereof, by majority vote. The Deputy Mayor shall serve in the absence or temporary disability of the Mayor.



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Resolution - Food Bank Donation	Agenda Item #: 2.C
	For Agenda of: 9/1/2020
	Prepared by: Daryl Eiding
Attachments (list): 1. Resolution 20-xxxx Nourish CARES Act Contribution Agreement 2. Nourish CARES Act Funds Contribution Agreement	
Approval of Materials: Daryl Eiding Rachel Pitzel 8/27/2020 Dave Gray 8/27/2020 Daryl Eiding 8/27/2020	Expenditure Required: See Fiscal Note below. Amount Budgeted: Zero Timeline: Study Session Discussion 09/01/2020 Regular Council Meeting Action 09/08/2020

Summary Statement:

The City has received an allocation of \$341,700 from the Washington State Department of Commerce, authorized to distribute to State Municipalities Federal Treasury funds for the relief and mitigation of the effects of the Covid 19 Virus Pandemic, on local government and their communities at large. The City of Edgewood has expended an estimated \$140,000 on equipment and software with which the City has maintained ongoing operations for all City services remotely. Some service levels have been restricted (building inspection) but in general the City has operated at a service level that has maintained the pre Covid levels of service. In the case of Development, the pre Covid Budget expectation of fees for services have slightly exceeded budget against actual receipts. As the City of Edgewood allocation exceeds the to-date expenditures and the community impact on food instability is evident and greatly increased due to the onset of the Covid 19 Pandemic, the Mayor and City Council have sought out a partner(s) to help mitigate local food instability by contracting with established food bank/distribution operations to assist in meeting the sudden increase in need for assistance. Resolution 20-xxxx and its affiliated City of Edgewood contract agreement are presented for Council review, discussion and action to accomplish these goals by distributing the balance of the City's allocation to mitigate food instability. The WSDOC has explicitly stated food banks and food distribution operations are qualified recipients of CARES ACT grants and distributions administered by local municipal governments are permitted for these purposes.

Item History:

Recommended Action:

Hold a discussion and provide staff guidance regarding Discussion – Resolution - Food Bank Donation

Fiscal Note/Consideration:

The CARES ACT grant funding and affiliated expenditure to assist the general public with stabilizing food insecurity will not generate a cost to the City beyond the annually budgeted City Attorney costs for managing the legal documents and Staff time to execute and implement the mitigation activity and programs. While the City has the ability under the CARES ACT legislation to recover these costs from grant funding, the Mayor and City Council prefer to manage these normal and customary expenditures out of the existing 2020 Appropriated Budget thereby maintaining as much grant funding as possible for mitigation and program expenditure that was not identified or appropriated.

RESOLUTION NO. 20-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH NOURISH PIERCE COUNTY FOR THE DISTRIBUTION OF CARES ACT FUNDS TO ASSIST IN REDUCING FOOD SOURCE INSTABILITY AS A RESULT OF THE COVID-19 PANDEMIC.

WHEREAS, on March 27, 2020, the United States Congress adopted the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) which, among other things, amended Section 601(a) of the Social Security Act and established the Coronavirus Relief Fund into which Congress appropriated \$150 billion to make payments for specified uses to States and certain local governments; and

WHEREAS, the Coronavirus Relief Fund is available to reimburse government recipients for necessary expenditures incurred due to the COVID-19 public health emergency that were not accounted for in the government recipient’s most-recently appropriated budget and that were incurred during the period between March 1, 2020 and December 30, 2020; and

WHEREAS, guidance issued by the U.S. Treasury Department indicates “necessary expenditures” also include expenses of actions to facilitate compliance with COVID-19 related public health measures such as expenses for food delivery to residents, and care and mitigation services for homeless populations, if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise; and

WHEREAS, the Treasury Guidelines further indicate that an expenditure or cost “is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account;” and

WHEREAS, the State of Washington has decided to distribute a certain portion of its share of the CARES Act funds to Washington Cities, including the City of Edgewood, with such funds being administered through the Washington State Department of Commerce; and

WHEREAS, under the Washington State Department of Commerce Interagency Agreement with the City of Edgewood through the Coronavirus Relief Fund for Local Governments reimbursable expenditures must be incurred during the period between March 1, 2020 and October 31, 2020 in order for the State of Washington to closeout its contracts in time to meet the United States Treasury’s December 30, 2020 end date; and

WHEREAS, the City of Edgewood has determined to distribute a certain portion of its share of CARES Act funds with other entities that assist those experiencing food source instability during the pandemic, pursuant to the Treasury Guidelines and other criteria; and

WHEREAS, Nourish Pierce County is a nonprofit food bank that operates within Pierce County and includes a food distribution operation in Edgewood; and will best accomplish their goal by assisting; and

WHEREAS, the City has determined that a portion of the CARES Act funds allocated to the City should be distributed to Nourish Pierce County to assist in reducing food source instability, and that such expenses are eligible under the Act;

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

Section 1. Agreement Authorized. The Mayor is hereby authorized to execute an agreement with Nourish Pierce County, attached hereto as Exhibit A and incorporated herein by this reference, for distribution of CARES Act funds to assist in reducing food source instability as a result of the COVID-19 pandemic.

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

ADOPTED THIS ____ DAY OF SEPTEMBER, 2020

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - Resolution - Cares Act Agreement	Agenda Item #: 2.D
	For Agenda of: 9/1/2020
	Prepared by: Dave Gray
Attachments (list): 1. Resolution 20-xxxx Commerce CARES Act Grant Agreement 2. CRF Contract Template FINAL dg	
Approval of Materials: Dave Gray Rachel Pitzel 8/27/2020 Dave Gray 8/27/2020 Daryl Eidingen 8/27/2020	Expenditure Required: The only city cost associated with this activity is budgeted City Attorney review and legal agreement management together with associated Staff time. Amount Budgeted: Zero for CARES ACT grant income or associated qualified expenditures. Timeline: Study Session 09/01/2020 Regular Council Meeting 09/08/2020

Summary Statement:

In March 2020 the Federal Treasury, pursuant to an act of Congress, authorized financial assistance to all 50 State Governments. The State of Washington allocated these funds to State, County and Local Municipalities to assist the public with a variety of programs and government expenditures created by or to mitigate the effects of the Novel Corona 19 Virus Pandemic. The City of Edgewood has been allocated \$341,700 for these purposes. The program is being administered by the Washington State Department of Commerce (WSDOC). The Resolution affiliated with this Agenda Bill is attached to an Interlocal Agreement between the City and WSDOC. The resolutions authorizes the Mayor to execute the Interlocal Agreement and act as the City's contact for reimbursement activity covered under the agreement. In essence, the agreement is the vehicle for receiving the funding and the resolution is the vehicle authorizing the Mayor to Contract for receipt of the funds. The Mayor will submit a budget amendment to manage the appropriation once the actual expenditure amounts have been determined and the BARS accounts have been identified.

Item History:

Recommended Action:

Hold a discussion and provide staff guidance regarding Discussion - Resolution - Cares Act Agreement

Fiscal Note/Consideration:

The CARES ACT grant funding was not expected nor budgeted, nor were the affiliated expenditures to manage the effects of the Pandemic on the City's operations, and public health program funding.

RESOLUTION NO. 20-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERAGENCY AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF COMMERCE THROUGH THE CORONAVIRUS RELIEF FUND FOR LOCAL GOVERNMENTS.

WHEREAS, on March 27, 2020, the United States Congress adopted the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) which, among other things, amended Section 601(a) of the Social Security Act and established the Coronavirus Relief Fund into which Congress appropriated \$150 billion to make payments for specified uses to States and certain local governments; and

WHEREAS, the Coronavirus Relief Fund is available to reimburse government recipients for necessary expenditures incurred due to the COVID-19 public health emergency that were not accounted for in the government recipient’s most-recently appropriated budget and that were incurred during the period between March 1, 2020 and December 30, 2020; and

WHEREAS, guidance issued by the U.S. Treasury Department indicates “necessary expenditures” also include expenses of actions to facilitate compliance with COVID-19 related public health measures such as expenses for food delivery to residents, and care and mitigation services for homeless populations, if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise; and

WHEREAS, the Treasury Guidelines further indicate that an expenditure or cost “is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account;” and

WHEREAS, the State of Washington has decided to distribute a certain portion of its share of the CARES Act funds to Washington Cities, including the City of Edgewood, with such funds being administered through the Washington State Department of Commerce; and

WHEREAS, in order to receive said funds, the City must enter into an Interagency Agreement with the Washington State Department of Commerce through the Coronavirus Relief Fund for Local Governments for reimbursable expenditures incurred during the period between March 1, 2020 and October 31, 2020 in order for the State of Washington to closeout its contracts in time to meet the United States Treasury’s December 30, 2020 end date; and

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

Section 1. Agreement Authorized. The Mayor is hereby authorized to execute an interagency agreement with the Washington State Department of Commerce through the Coronavirus Relief Fund for Local Governments, attached hereto as Exhibit A and incorporated herein by this reference, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

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

ADOPTED THIS ____ DAY OF SEPTEMBER, 2020

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk



Interagency Agreement with

«~~Organization~~»City of Edgewood

through

the Coronavirus Relief Fund for Local Governments

For

Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

Start date: March 1, 2020

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FACE SHEET

Contract Number: «Contract_Number»

Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit
Coronavirus Relief Fund for Local Governments

1. Contractor «Organization» «Address» «City», Washington «Postal_Code» Edgewood, City of 2224 104 th Ave East Edgewood, WA 98372-1513		2. Contractor Doing Business As (optional)	
3. Contractor Representative «First» «Last» «CDBG_ContractsTitle» «CDBG_ContractsPhone_Number» «Email» Mayor Daryl Eidinger		4. COMMERCE Representative «Full_Name» P.O. Box 42525 Project Manager 1011 Plum Street SE «LU_Project_ManagerPhone_Number» Olympia, WA 98504-2525 Fax 360-586-5880 «Mgr_Email»	
5. Contract Amount \$341,700.00«Amount»	6. Funding Source Federal: ☒ State: ☐ Other: ☐ N/A: ☐		7. Start Date March 1, 2020
8. End Date October 31, 2020			
9. Federal Funds (as applicable) \$341,700.00«Amount»	Federal Agency: US Dept. of the Treasury	CFDA Number: 21.999	Indirect Rate (if applicable): «Indirect_Rate»
10. Tax ID # 91- 17000053«TIN_Number»	11. SWV # 0007706- 00«SWV_Number»	12. UBI # 601 671 344«UBI_Number»	13. DUNS # 14-768- 0404«DUNS_Number»
14. Contract Purpose To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget & Invoicing, Attachment "C" – A-19 Certification, Attachment "D" – A-19 Activity Report			
FOR CONTRACTOR _____ Daryl Eidinger, City of Edgewood Mayor«Sig_Auth_Whole_Name», «Sig_Authority_Title» _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director, Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce.”

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed the contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

5. EXPENSES

Contractor shall receive reimbursement for allowable expenses as identified in the Scope of Work (Attachment A) or as authorized in advance by COMMERCE as reimbursable.

Travel expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract. When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the COMMERCE Project Manager upon request.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to COMMERCE no later than November 15, 2020.

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. COMMERCE will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, COMMERCE shall promptly remit a warrant to the Contractor.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse Commerce for any amount spent on disallowed costs.

8. AUDIT

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to auditreview@commerce.wa.gov.

9. DEBARMENT

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

10. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

United States Laws, Regulations and Circulars (Federal)

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

11. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget & Invoicing
- Attachment C – A-19 Certification
- Attachment D – A-19 Activity Report

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

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COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

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9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they

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relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for ~~services rendered or goods delivered~~ prior to the effective date of termination.

TERMINATION PROCEDURES

~~Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.~~

~~COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree~~

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~~with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.~~

~~The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.~~

~~After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:~~

~~Stop work under the contract on the date, and to the extent specified, in the notice;~~

~~Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;~~

~~Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;~~

~~Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;~~

~~Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;~~

~~Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and~~

~~Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.~~

TREATMENT OF ASSETS

~~Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.~~

~~Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.~~

~~The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.~~

~~If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.~~

~~The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract~~

~~All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.~~

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19. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

This funding is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and Section V and VI of the CARES Act, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Under the CARES Act, the Coronavirus Relief Fund may be used to cover costs that:

- 1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); AND**
- 2. Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.**

These funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 thru Oct. 31, 2020. Please note: In order to ensure all funds have been fully utilized prior to the US Treasury's December 30, 2020 end date, the State of Washington must closeout contracts by October 31, 2020. All final requests for reimbursement must be received no later than November 15, 2020.

Expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

Payments may be used only to cover costs not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either:

1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
2. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget is the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Allowable expenditures include, but are not limited to:

1. Medical expenses such as:
 - a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - c. Costs of providing COVID-19 testing, including serological testing.
 - d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:

- a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - e. Expenses for public safety measures undertaken in response to COVID-19.
 - f. Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
 5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Budget & Invoicing

The Contractor shall determine the appropriate budget and use of funds within the following 6 budget categories and their sub-categories:

1. Medical
2. Public Health
3. Payroll
4. Actions to Comply with Public Health Measures
5. Economic Support
6. Other Covid-19 Expenses

The Contractor shall submit invoice reimbursement requests to the Commerce Representative using the Commerce Contract Management System's (CMS) Online A-19 Portal. Each reimbursement request must include:

1. A-19 Certification form – An authorized party of the local government will certify each invoice (A19) submitted for reimbursement and attest that all incurred expenditures meet the US Treasury Department's guidance: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
2. A-19 Activity Report
3. A detailed breakdown of the expenditures incurred within each applicable budget sub-category on the A-19 Activity Report.

The A-19 Certification and Activity Report templates will be provided with the executed contract. The documents are included in Attachment C and Attachment D for reference.

Receipts and proof of payment for costs incurred do not need to be submitted with A-19s. All contractors are required to maintain accounting records in accordance with state and federal laws. Records must be sufficient to demonstrate the funds have been used in accordance with section 601(d) of the Social Security Act. Commerce reserves the right to audit any costs submitted for reimbursement. The Contractor shall comply with Commerce A-19 audits and provide the appropriate records upon request.



LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

I, **<FIRST, LAST NAME>**, am the **<TITLE>** of **<LOCAL GOVERNMENT>**, and I certify that:

1. I have the authority and approval from the governing body on behalf of the Local Government to request reimbursement from the Department of Commerce (Commerce) per contract number **<COMMERCE CONTRACT NUMBER>** from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R.748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding A-19 invoice voucher for report period **<REPORT PERIOD FROM A-19>**.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between Commerce and the Local Government may become necessary.
3. I understand Commerce will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Funds under this contract were used only to cover those costs that:
 - a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
 - c. Were incurred during the period that begins on March 1, 2020, and ends on October 31, 2020.
5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury¹ and certify costs meet the required guidance. Any funds expended by the Local Government or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Washington.

Footnote:

1 – Guidance available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> (4/30/2020)

LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

Page 2 of 2

6. I understand the Local Government receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to Commerce upon request and may be subject to audit by the State Auditor.
7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
8. I understand funds received pursuant to this certification cannot be used for expenditures for which the Local Government has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

_____
Printed Name_____
Title_____
Signature_____
Date:

CRF A-19 Activity Report
INSTRUCTIONS

INSTRUCTIONS:

A completed CRF A-19 Certification and Activity Report must be submitted with each A-19 reimbursement request. The A-19 Activity Report must be submitted as an Excel spreadsheet, not a PDF. You must also include a detailed breakdown of the individual expenditures reported in **Column F** for each applicable sub-category included on the A-19 Activity Report.

There are 6 primary budget categories;

1. Medical Expenses
2. Public Health Expenses
3. Payroll expenses for public employees dedicated to COVID-19
4. Expenses to facilitate compliance with COVID-19-measures
5. Economic Supports
6. Other COVID-19 Expenses

Each primary budget category includes sub-categories and provides an option to add "other" sub-categories not listed.

Follow the below instructions when completing the A-19 Activity Report:

- 1 **REPORT PERIOD** - Enter the report period into **Cell D1** of the A-19 Activity Report.
 - a This should match the report period entered on the corresponding A-19.
 - b Report period should include MM/YY to MM/YYYY, i.e. 03/20, March 2020, 03/2020, etc.
- 2 **COLUMN E** - Enter the total amount of all previous reimbursement requests submitted to Commerce for each applicable sub-category.
- 3 **COLUMN F** - Enter the total amount being requested in the current reimbursement request for each applicable sub-category.
- 4 **COLUMN H: USE OF FUNDS** - You must include a general description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds helped address the COVID-19 emergency. If applicable, please consider:
 - a Providing a brief description of the specific activities performed.
 - b Identifying specific populations served.
 - c Identifying specific programs created or utilized.
 - d Including any known or intended outcomes, results, or community impacts.
- 5 **OTHER SUB-CATEGORIES** - Budget categories 1-5 include a placeholder to add an additional sub-category if necessary.
 - a Enter a **Title** for other expenses added within the appropriate budget category.
 - b Enter titles into **Cells: D10, D19, D27, D36, and D41**.
 - c There is only one "other" placeholder in each budget category section. Please combine multiple "other" sub-categories added to the same budget category.
- 6 **OTHER BUDGET CATEGORIES** - Budget category 6 is where you should include any eligible expenditures that don't fall under budget categories 1-5.
 - a Enter a **Title** for these "other" expenses within budget category 6.
 - b Enter titles into **Cells D44 - D48**.
 - c There are only 5 entry fields available within Budget Category 6.

Coronavirus Relief Fund
A-19 Activity Report

Report Period:

Eligible Expenditures	Previously Reported Expenditures	Current Expenditures this Invoice	Total Cumulative Expenditures	Brief Description of Use of Funds
1 Medical Expenses				
A. Public hospitals, clinics, and similar facilities	\$ -	\$ -	\$ -	
B. Temporary public medical facilities & increased capacity	\$ -	\$ -	\$ -	
C. COVID-19 testing, including serological testing	\$ -	\$ -	\$ -	
D. Emergency medical response expenses	\$ -	\$ -	\$ -	
E. Telemedicine capabilities	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
2 Public Health Expenses				
A. Communication and enforcement of public health measures	\$ -	\$ -	\$ -	
B. Medical and protective supplies, including sanitation and PPE	\$ -	\$ -	\$ -	
C. Disinfecting public areas and other facilities	\$ -	\$ -	\$ -	
D. Technical assistance on COVID-19 threat mitigation	\$ -	\$ -	\$ -	
E. Public safety measures undertaken	\$ -	\$ -	\$ -	
F. Quarantining individuals	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
3 Payroll expenses for public employees dedicated to COVID-19				
A. Public Safety	\$ -	\$ -	\$ -	
B. Public Health	\$ -	\$ -	\$ -	
C. Health Care	\$ -	\$ -	\$ -	
D. Human Services	\$ -	\$ -	\$ -	
E. Economic Development	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
4 Expenses to facilitate compliance with COVID-19-measures				
A. Food access and delivery to residents	\$ -	\$ -	\$ -	
B. Distance learning tied to school closings	\$ -	\$ -	\$ -	
C. Telework capabilities of public employees	\$ -	\$ -	\$ -	
D. Paid sick and paid family and medical leave to public employees	\$ -	\$ -	\$ -	
E. COVID-19-related expenses in county jails	\$ -	\$ -	\$ -	
F. Care and mitigation services for homeless populations	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
5 Economic Supports				
A. Small Business Grants for business interruptions	\$ -	\$ -	\$ -	
B. Payroll Support Programs	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
6 Other COVID-19 Expenses				
A. Other:	\$ -	\$ -	\$ -	
B. Other:	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
D. Other:	\$ -	\$ -	\$ -	
E. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
TOTAL:	\$ -	\$ -	\$ -	



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - Resolution - 36th & Meridian Park Construction Contract	Agenda Item #: 2.E
	For Agenda of: 9/1/2020
	Prepared by: Jeremy Metzler
Attachments (list): 1. Call for Bids 2. Review of Bids Ltr 3. Bid Tab - Edgewood Community Park 4. Proposal - Active Construction Inc 5. ACI - Mandatory Bidder Responsibility Checklist 6. ACI - Edgewood Supplemental Criteria 8-14-20	
Approval of Materials: Jeremy Metzler Rachel Pitzel 8/27/2020 Dave Gray 8/27/2020 Daryl Eidinger 8/27/2020	Expenditure Required: \$3,621,672 total construction (\$3,228,406 park, \$393,266 sewer extension) Amount Budgeted: \$3,000,000 (park construction) Timeline: 09/01/2020 SS 09/08/2020 RCM

Summary Statement:

On July 24, 2020, the City advertised a Call for Bids (attached). We received twelve (12) responses by the August 14, 2020 deadline, of which two were deemed non-responsive and have been omitted. The attached letter from Gray & Osborne, Inc. (G&O) is dated August 24, 2020 and details the bid results. The G&O letter includes their recommendation to award the project to the lowest responsive, responsible bidder, which was Active Construction, Inc. Staff is seeking Council direction on whether or not to proceed with G&O's recommendation.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Discussion - Resolution - 36th & Meridian Park Construction Contract

Fiscal Note/Consideration:

The Engineer's Construction Cost Estimate for this project was \$3,555,292, and the Council-adopted Capital Improvement Plan identified \$3,000,000 for park construction in 2020. Bids received range from \$3,621,672 to \$4,508,603.

As of August 27, 2020, the City's Park Impact fee fund balance is \$2,847,345, and the remaining RCO Grant fund balance is \$935,149. Some portion of these balances will be allocated toward invoices for outstanding design closeout and construction management services not included herein.

It should also be noted that the sewer extension work cannot be entirely paid for using these funds. The 14 other properties adjacent to the sewer extension will be subject to a Latecomer's Agreement, providing the City opportunity for cost reimbursement.

CALL FOR BIDS
CITY OF EDGEWOOD
EDGEWOOD COMMUNITY PARK
ENGINEER'S ESTIMATE \$3,200,000 - \$3,500,000

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 August 14, 2020, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct the Edgewood Community Park.

This project consists of furnishing all labor, materials and equipment necessary for the construction of Edgewood Community Park at 10301 36th Street East including but not limited to, clearing, grading, picnic shelter, restroom building, play area, parking lot, storm drainage, sanitary sewer, illumination, irrigation, landscaping and wetland enhancement.

The Work shall be substantially complete within 150 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 at the following website: <http://gobids.grayandosborne.com>. Bidders are encouraged to register in order to receive automatic email notification of future addenda and to be placed on the Bidders List. For assistance, please call (206) 284-0860. Contract questions shall be directed to Jeremy Metzler, Public Works Director, City of Edgewood, (253) 831-4266.

A Prebid Conference is scheduled for August, 5, 2020. Information regarding the conference will be provided on the City of Edgewood website: cityofedgewood.org. Prospective bidders are encouraged to participate. The site is open sunrise to ½ hour past sunset and is accessible from Meridian shoulder near the NW corner of the site.

Financing of the Project has been provided by City of Edgewood, Washington and the Recreation and Conservation Office of the State of 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



August 24, 2020

Mr. Jeremy Metzler, P.E.
Public Works Director
City of Edgewood
2224 104th Avenue East
Edgewood, Washington 98372

SUBJECT: REVIEW OF BIDS, EDGEWOOD COMMUNITY PARK
CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON
G&O #18626.07

Dear Mr. Metzler:

On August 14, 2020, the City of Edgewood received 10 bids for the Edgewood Community Park. The bids ranged from \$3,621,672.08 to \$4,508,603.21. The Engineer's Estimate was \$3,555,291.90. Each proposal was checked for correctness of extensions of the prices per unit and the total price. Ten corrections were made; however, these corrections did not change the position of the low bidder. We have provided a bid summary with this letter. The bidders and their respective bid amounts, including sales tax where applicable, are as follows:

	Engineer's Estimate.....	\$3,555,291.90
1.	Active Construction, Inc. (Tacoma, WA)	\$3,621,672.08
2.	KLB Construction, Inc. (Mukilteo, WA).....	\$3,722,808.57
3.	LW Sundstrom, Inc. (Ravensdale, WA)	\$3,770,504.15
4.	Terra Dynamics, Inc. (Auburn, WA)	\$3,828,364.30
5.	Johansen Construction Company, LLC (Buckley, WA)	\$3,873,395.83
6.	Northwest Cascade, Inc. (Puyallup, WA)	\$3,948,334.44
7.	R.L. Alia Company (Renton, WA)	\$4,091,824.28
8.	James W. Fowler Company (Dallas, OR).....	\$4,136,124.95
9.	A-1 Landscaping and Construction, Inc. (Snohomish, WA) ..	\$4,277,158.54
10.	Sterling Breen Crushing, Inc. (Centralia, WA).....	\$4,508,603.21

The lowest responsive bidder, Active Construction, Inc. of Tacoma, Washington, is currently a Washington State registered and licensed contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will require. To our knowledge, the lowest bidder has not claimed bid error. In accordance with RCW 39.04, we have verified the lowest bidder, Active Construction, Inc. of



Mr. Jeremy Metzler, P.E.
August 24, 2020
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Tacoma, Washington, has met the responsibility criteria. The Mandatory Bidder Responsibility Checklist, including documentation, is attached for the City's file. We have also reviewed the Supplemental Bidder Criteria information submitted by Active Construction, Inc. and they appear to meet the requirements of the Supplemental Bidder Responsibility Criteria.

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

Active Construction, Inc.
5110 River Road East
Tacoma, Washington 98443

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

Sincerely,

GRAY & OSBORNE, INC.

Brian L. Sourwine, P.E.

BLS/hh
Encl.

cc: Washington State Recreation and Conservation Office

	BIDDER			ENGINEER'S ESTIMATE		ACTIVE CONSTRUCTION, INC.		KLB CONSTRUCTION, INC.		LW SUNDSTROM, INC.		TERRA DYNAMICS, INC.		JOHANSEN CONSTRUCTION CO, LLC	
	BIDDER ADDRESS					5110 River Road East		P.O. Box 158		P.O. Box 893		P.O. Box 2479		P.O. Box 674	
						Tacoma, WA 98443		Mukilteo, WA 98275		Ravensdale, WA 98051		Auburn, WA 98071		Buckley, WA 98321	
	WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.					500,933-00		492,925-00		838,762-01		481,671-01		054,375-03	
	WASHINGTON STATE CONTRACTOR'S REG. NUMBER					ACTIVCI164JL		KLBCOI*153B8				TERRADI133LT		JOHANCC800KL	
	BID BOND OR OTHER GOOD FAITH TOKEN					5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND	
NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SCHEDULE A: EDGEWOOD COMMUNITY PARK															
1	Mobilization/Demobilization	1	LS	\$128,474.13	\$128,474.13	\$321,450.00	\$321,450.00	\$325,000.00	\$325,000.00	\$297,110.00	\$297,110.00	\$220,000.00	\$220,000.00	\$188,000.00	\$188,000.00
2	Concrete Paving Curbs, Subslabs and Ramps	1	LS	\$168,660.39	\$168,660.39	\$181,900.00	\$181,900.00	\$190,000.00	\$190,000.00	\$170,000.00	\$170,000.00	\$193,000.00	\$193,000.00	\$283,000.00	\$283,000.00
3	Play Equipment	1	LS	\$487,254.70	\$487,254.70	\$674,250.00	\$674,250.00	\$485,000.00	\$485,000.00	\$450,000.00	\$450,000.00	\$525,000.00	\$525,000.00	\$420,000.00	\$420,000.00
4	Prefabricated Structures	1	LS	\$174,899.70	\$174,899.70	\$217,300.00	\$217,300.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$161,400.00	\$161,400.00	\$225,000.00	\$225,000.00
5	Electrical	1	LS	\$66,849.75	\$66,849.75	\$74,000.00	\$74,000.00	\$75,000.00	\$75,000.00	\$62,000.00	\$62,000.00	\$69,700.00	\$69,700.00	\$83,000.00	\$83,000.00
6	Earthwork	1	LS	\$320,109.57	\$320,109.57	\$232,500.00	\$232,500.00	\$435,000.00	\$435,000.00	\$300,000.00	\$300,000.00	\$228,000.00	\$228,000.00	\$250,000.00	\$250,000.00
7	Site Clearing	1	LS	\$117,124.43	\$117,124.43	\$121,600.00	\$121,600.00	\$25,000.00	\$25,000.00	\$250,000.00	\$250,000.00	\$150,000.00	\$150,000.00	\$164,550.00	\$164,550.00
8	Temporary Erosion and Sediment Control	1	LS	\$58,510.32	\$58,510.32	\$47,150.00	\$47,150.00	\$80,000.00	\$80,000.00	\$60,000.00	\$60,000.00	\$77,000.00	\$77,000.00	\$130,000.00	\$130,000.00
9	Base Course	1	LS	\$33,577.50	\$33,577.50	\$67,700.00	\$67,700.00	\$100,000.00	\$100,000.00	\$130,000.00	\$130,000.00	\$111,000.00	\$111,000.00	\$89,000.00	\$89,000.00
10	Asphalt Pavement	1	LS	\$246,558.67	\$246,558.67	\$109,750.00	\$109,750.00	\$100,000.00	\$100,000.00	\$125,000.00	\$125,000.00	\$120,500.00	\$120,500.00	\$125,000.00	\$125,000.00
11	Crushed Stone Surfacing	1	LS	\$27,992.65	\$27,992.65	\$17,300.00	\$17,300.00	\$80,000.00	\$80,000.00	\$130,000.00	\$130,000.00	\$30,000.00	\$30,000.00	\$21,000.00	\$21,000.00
12	Pavement Markings and Signage	1	LS	\$15,418.79	\$15,418.79	\$6,300.00	\$6,300.00	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$16,500.00	\$16,500.00	\$4,400.00	\$4,400.00
13	Traffic Gate	1	LS	\$3,907.20	\$3,907.20	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00
14	Engineered Wood Fiber Safety Surfacing	370	CY	\$45.58	\$16,864.81	\$55.00	\$20,350.00	\$55.00	\$20,350.00	\$105.00	\$38,850.00	\$74.00	\$27,380.00	\$155.00	\$57,350.00
15	Play Area Synthetic Surfacing	1,150	SF	\$29.46	\$33,882.75	\$22.00	\$25,300.00	\$25.00	\$28,750.00	\$32.00	\$36,800.00	\$48.00	\$55,200.00	\$47.00	\$54,050.00
16	Chain Link Fence and Gates	500	LF	\$6.11	\$3,052.50	\$36.00	\$18,000.00	\$40.00	\$20,000.00	\$35.00	\$17,500.00	\$39.00	\$19,500.00	\$38.00	\$19,000.00
17	Rail Fence	1,600	LF	\$21.51	\$34,417.55	\$22.00	\$35,200.00	\$20.00	\$32,000.00	\$21.50	\$34,400.00	\$24.00	\$38,400.00	\$24.00	\$38,400.00
18	Wood Fence Enclosure	1	LS	\$4,468.86	\$4,468.86	\$6,700.00	\$6,700.00	\$10,000.00	\$10,000.00	\$6,250.00	\$6,250.00	\$6,900.00	\$6,900.00	\$7,000.00	\$7,000.00
19	Site Furnishings	1	LS	\$56,202.63	\$56,202.63	\$87,500.00	\$87,500.00	\$65,000.00	\$65,000.00	\$85,000.00	\$85,000.00	\$96,500.00	\$96,500.00	\$65,200.00	\$65,200.00
20	Irrigation	1	LS	\$169,015.40	\$169,015.40	\$190,200.00	\$190,200.00	\$190,000.00	\$190,000.00	\$85,000.00	\$85,000.00	\$117,000.00	\$117,000.00	\$189,000.00	\$189,000.00
21	Planting and Hydroseeding	1	LS	\$416,227.27	\$416,227.27	\$280,000.00	\$280,000.00	\$285,000.00	\$285,000.00	\$83,000.00	\$83,000.00	\$378,000.00	\$378,000.00	\$376,000.00	\$376,000.00
22	Water Distribution	1	LS	\$12,747.24	\$12,747.24	\$16,700.00	\$16,700.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$6,000.00	\$6,000.00	\$75,000.00	\$75,000.00
23	Sanitary Sewer System	1	LS	\$35,000.00	\$35,000.00	\$42,000.00	\$42,000.00	\$40,000.00	\$40,000.00	\$45,000.00	\$45,000.00	\$52,000.00	\$52,000.00	\$41,500.00	\$41,500.00
24	Storm Drainage	1	LS	\$80,311.28	\$80,311.28	\$62,600.00	\$62,600.00	\$75,000.00	\$75,000.00	\$120,000.00	\$120,000.00	\$55,000.00	\$55,000.00	\$78,000.00	\$78,000.00
25	Subdrain System	1	LS	\$28,388.25	\$28,388.25	\$28,750.00	\$28,750.00	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00	\$28,000.00	\$28,000.00	\$15,800.00	\$15,800.00
	Subtotal, Schedule A				\$2,739,916.34		\$2,896,500.00		\$2,911,100.00		\$2,784,910.00		\$2,794,480.00		\$3,011,750.00
	Sales Tax @ 9.9%				\$271,251.72		\$286,753.50		\$288,198.90		\$275,706.09		\$276,653.52		\$298,163.25
	TOTAL CONSTRUCTION COST, SCHEDULE A				\$3,011,168.06		\$3,183,253.50		\$3,199,298.90		\$3,060,616.09		\$3,071,133.52		\$3,309,913.25

	BIDDER			ENGINEER'S ESTIMATE		ACTIVE CONSTRUCTION, INC.		KLB CONSTRUCTION, INC.		LW SUNDSTROM, INC.		TERRA DYNAMICS, INC.		JOHANSEN CONSTRUCTION CO, LLC	
NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SCHEDULE B: MERIDIAN SEWER EXTENSION															
1	Mobilization/Demobilization	1	LS	\$45,000.00	\$45,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	\$20,500.00	\$20,500.00	\$31,500.00	\$31,500.00
2	Project Temporary Traffic Control	1	LS	\$15,000.00	\$15,000.00	\$31,160.00	\$31,160.00	\$85,000.00	\$85,000.00	\$50,000.00	\$50,000.00	\$64,000.00	\$64,000.00	\$48,000.00	\$48,000.00
3	Temporary Erosion and Sediment Control	1	LS	\$3,500.00	\$3,500.00	\$4,050.00	\$4,050.00	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$5,600.00	\$5,600.00
4	Base Course	1	LS	\$8,750.00	\$8,750.00	\$9,500.00	\$9,500.00	\$15,000.00	\$15,000.00	\$8,000.00	\$8,000.00	\$20,000.00	\$20,000.00	\$11,000.00	\$11,000.00
5	Asphalt Pavement	1	LS	\$48,000.00	\$48,000.00	\$33,500.00	\$33,500.00	\$60,000.00	\$60,000.00	\$55,000.00	\$55,000.00	\$75,500.00	\$75,500.00	\$74,000.00	\$74,000.00
6	Temporary HMA	150	TN	\$180.00	\$27,000.00	\$233.00	\$34,950.00	\$125.00	\$18,750.00	\$190.00	\$28,500.00	\$230.00	\$34,500.00	\$220.00	\$33,000.00
7	Controlled Density Fill	10	CY	\$200.00	\$2,000.00	\$300.00	\$3,000.00	\$100.00	\$1,000.00	\$400.00	\$4,000.00	\$138.00	\$1,380.00	\$200.00	\$2,000.00
8	Planing Bituminous Pavement	1	LS	\$12,000.00	\$12,000.00	\$31,650.00	\$31,650.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$30,590.00	\$30,590.00	\$9,000.00	\$9,000.00
9	Trench Excavation Safety System	1	LS	\$20,000.00	\$20,000.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$3,100.00	\$3,100.00	\$4,100.00	\$4,100.00
10	Manhole 48 In. Diam., Including Excavation and Backfill	4	EA	\$12,000.00	\$48,000.00	\$5,400.00	\$21,600.00	\$6,500.00	\$26,000.00	\$8,000.00	\$32,000.00	\$7,400.00	\$29,600.00	\$5,000.00	\$20,000.00
11	PVC Sanitary Sewer Pipe, 8 In. Diam., Including Trenching and Backfill	650	LF	\$200.00	\$130,000.00	\$153.00	\$99,450.00	\$140.00	\$91,000.00	\$309.00	\$200,850.00	\$345.00	\$224,250.00	\$165.00	\$107,250.00
12	Side Sewer Pipe, 6 In. Diam., Including Trenching and Backfill	360	LF	\$160.00	\$57,600.00	\$218.00	\$78,480.00	\$230.00	\$82,800.00	\$397.00	\$142,920.00	\$153.00	\$55,080.00	\$135.00	\$48,600.00
	Subtotal, Schedule B				\$416,850.00		\$357,840.00		\$410,550.00		\$557,270.00		\$561,500.00		\$394,050.00
	Sales Tax @ 9.9%				\$41,268.15		\$35,426.16		\$40,644.45		\$55,169.73		\$55,588.50		\$39,010.95
	TOTAL CONSTRUCTION COST, SCHEDULE B				\$458,118.15		\$393,266.16		\$451,194.45		\$612,439.73		\$617,088.50		\$433,060.95
ADDITIVE ITEM 2															
1	Play Area Synthetic Surfacing	2,800	SF	\$29.46	\$82,497.13	\$16.50	\$46,200.00	\$23.50	\$65,800.00	\$32.00	\$89,600.00	\$48.00	\$134,400.00	\$47.00	\$131,600.00
2	Deduct Engineered Wood Fiber Safety Surfacing	93	CY	(\$45.58)	(\$4,238.99)	(\$55.00)	(\$5,115.00)	\$0.01	\$0.93	(\$10.00)	(\$930.00)	(\$74.00)	(\$6,882.00)	(\$139.00)	(\$12,927.00)
	Subtotal, Additive Item 2				\$78,258.14		\$41,085.00		\$65,800.93		\$88,670.00		\$127,518.00		\$118,673.00
	Sales Tax @ 9.9%				\$7,747.56		\$4,067.42		\$6,514.29		\$8,778.33		\$12,624.28		\$11,748.63
	TOTAL CONSTRUCTION COST, ADDITIVE ITEM 2				\$86,005.69		\$45,152.42		\$72,315.22		\$97,448.33		\$140,142.28		\$130,421.63
	TOTAL CONSTRUCTION COST, SCHEDULE A				\$3,011,168.06		\$3,183,253.50		\$3,199,298.90		\$3,060,616.09		\$3,071,133.52		\$3,309,913.25
	TOTAL CONSTRUCTION COST, SCHEDULE B				\$458,118.15		\$393,266.16		\$451,194.45		\$612,439.73		\$617,088.50		\$433,060.95
	TOTAL CONSTRUCTION COST, ADDITIVE ITEM 2				\$86,005.69		\$45,152.42		\$72,315.22		\$97,448.33		\$140,142.28		\$130,421.63
	TOTAL CONSTRUCTION COST, SCHEDULES A, B AND ADDITIVE ITEM 2				\$3,555,291.90		\$3,621,672.08		\$3,722,808.57		\$3,770,504.15		\$3,828,364.30		\$3,873,395.83

	BIDDER			JOHANSEN CONSTRUCTION CO, LLC		NORTHWEST CASCADE, INC.		R.L. ALIA COMPANY		JAMES W. FOWLER CO.		A-1 LANDSCAPING AND CONSTRUCTION, INC.		STERLING BREEN CRUSHING, INC.	
	BIDDER ADDRESS			P.O. Box 674		P.O. Box 73399		10831 SE 181st Street		12775 Westview Drive		20607 SR 9 SE		887 State Route 507	
				Buckley, WA 98321		Puyallup, WA 98373		Renton, WA 98055		Dallas, OR 97338		Snohomish, WA 98296		Centralia, WA 98531	
	WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.			054,375-03		265,081-00		343,041-00		867,058-01		547,671-01		353,264-01	
	WASHINGTON STATE CONTRACTOR'S REG. NUMBER			JOHANCC800KL		NORTHCI148BG		RLALIC*104PT		JAMESWF101JZ		A1LANCI056DP		STERLBC072L5	
	BID BOND OR OTHER GOOD FAITH TOKEN			5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND	
NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SCHEDULE A: EDGEWOOD COMMUNITY PARK															
1	Mobilization/Demobilization	1	LS	\$188,000.00	\$188,000.00	\$238,114.00	\$238,114.00	\$150,000.00	\$150,000.00	\$300,000.00	\$300,000.00	\$245,870.00	\$245,870.00	\$344,290.00	\$344,290.00
2	Concrete Paving Curbs, Subslabs and Ramps	1	LS	\$283,000.00	\$283,000.00	\$260,000.00	\$260,000.00	\$200,000.00	\$200,000.00	\$220,000.00	\$220,000.00	\$154,200.00	\$154,200.00	\$217,800.00	\$217,800.00
3	Play Equipment	1	LS	\$420,000.00	\$420,000.00	\$483,000.00	\$483,000.00	\$675,000.00	\$675,000.00	\$400,000.00	\$400,000.00	\$435,780.00	\$435,780.00	\$569,200.00	\$569,200.00
4	Prefabricated Structures	1	LS	\$225,000.00	\$225,000.00	\$332,000.00	\$332,000.00	\$170,000.00	\$170,000.00	\$150,000.00	\$150,000.00	\$315,400.00	\$315,400.00	\$150,000.00	\$150,000.00
5	Electrical	1	LS	\$83,000.00	\$83,000.00	\$74,000.00	\$74,000.00	\$85,000.00	\$85,000.00	\$65,000.00	\$65,000.00	\$74,580.00	\$74,580.00	\$99,000.00	\$99,000.00
6	Earthwork	1	LS	\$250,000.00	\$250,000.00	\$214,000.00	\$214,000.00	\$250,000.00	\$250,000.00	\$500,000.00	\$500,000.00	\$398,780.00	\$398,780.00	\$385,100.00	\$385,100.00
7	Site Clearing	1	LS	\$164,550.00	\$164,550.00	\$176,000.00	\$176,000.00	\$100,000.00	\$100,000.00	\$175,000.00	\$175,000.00	\$160,729.00	\$160,729.00	\$94,500.00	\$94,500.00
8	Temporary Erosion and Sediment Control	1	LS	\$130,000.00	\$130,000.00	\$41,000.00	\$41,000.00	\$125,000.00	\$125,000.00	\$85,000.00	\$85,000.00	\$149,780.00	\$149,780.00	\$31,400.00	\$31,400.00
9	Base Course	1	LS	\$89,000.00	\$89,000.00	\$28,300.00	\$28,300.00	\$90,000.00	\$90,000.00	\$150,000.00	\$150,000.00	\$182,495.00	\$182,495.00	\$58,200.00	\$58,200.00
10	Asphalt Pavement	1	LS	\$125,000.00	\$125,000.00	\$202,200.00	\$202,200.00	\$90,000.00	\$90,000.00	\$145,000.00	\$145,000.00	\$161,450.00	\$161,450.00	\$202,400.00	\$202,400.00
11	Crushed Stone Surfacing	1	LS	\$21,000.00	\$21,000.00	\$42,600.00	\$42,600.00	\$60,000.00	\$60,000.00	\$12,500.00	\$12,500.00	\$10,350.00	\$10,350.00	\$165,000.00	\$165,000.00
12	Pavement Markings and Signage	1	LS	\$4,400.00	\$4,400.00	\$7,300.00	\$7,300.00	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00	\$8,780.00	\$8,780.00	\$6,600.00	\$6,600.00
13	Traffic Gate	1	LS	\$12,500.00	\$12,500.00	\$13,800.00	\$13,800.00	\$14,000.00	\$14,000.00	\$12,500.00	\$12,500.00	\$14,580.00	\$14,580.00	\$11,600.00	\$11,600.00
14	Engineered Wood Fiber Safety Surfacing	370	CY	\$155.00	\$57,350.00	\$152.50	\$56,425.00	\$125.00	\$46,250.00	\$165.00	\$61,050.00	\$59.00	\$21,830.00	\$170.81	\$63,199.70
15	Play Area Synthetic Surfacing	1,150	SF	\$47.00	\$54,050.00	\$48.50	\$55,775.00	\$50.00	\$57,500.00	\$40.00	\$46,000.00	\$22.00	\$25,300.00	\$43.00	\$49,450.00
16	Chain Link Fence and Gates	500	LF	\$38.00	\$19,000.00	\$41.25	\$20,625.00	\$43.00	\$21,500.00	\$36.00	\$18,000.00	\$66.00	\$33,000.00	\$31.50	\$15,750.00
17	Rail Fence	1,600	LF	\$24.00	\$38,400.00	\$25.50	\$40,800.00	\$30.00	\$48,000.00	\$22.00	\$35,200.00	\$28.00	\$44,800.00	\$27.50	\$44,000.00
18	Wood Fence Enclosure	1	LS	\$7,000.00	\$7,000.00	\$7,600.00	\$7,600.00	\$8,000.00	\$8,000.00	\$6,500.00	\$6,500.00	\$9,050.00	\$9,050.00	\$8,000.00	\$8,000.00
19	Site Furnishings	1	LS	\$65,200.00	\$65,200.00	\$56,000.00	\$56,000.00	\$45,000.00	\$45,000.00	\$60,000.00	\$60,000.00	\$123,250.00	\$123,250.00	\$57,600.00	\$57,600.00
20	Irrigation	1	LS	\$189,000.00	\$189,000.00	\$190,000.00	\$190,000.00	\$170,000.00	\$170,000.00	\$65,000.00	\$65,000.00	\$94,580.00	\$94,580.00	\$132,000.00	\$132,000.00
21	Planting and Hydroseeding	1	LS	\$376,000.00	\$376,000.00	\$350,000.00	\$350,000.00	\$405,000.00	\$405,000.00	\$420,669.99	\$420,669.99	\$517,200.00	\$517,200.00	\$520,000.00	\$520,000.00
22	Water Distribution	1	LS	\$75,000.00	\$75,000.00	\$10,700.00	\$10,700.00	\$12,000.00	\$12,000.00	\$35,000.00	\$35,000.00	\$137,258.00	\$137,258.00	\$22,500.00	\$22,500.00
23	Sanitary Sewer System	1	LS	\$41,500.00	\$41,500.00	\$48,000.00	\$48,000.00	\$44,000.00	\$44,000.00	\$50,000.00	\$50,000.00	\$56,040.00	\$56,040.00	\$46,700.00	\$46,700.00
24	Storm Drainage	1	LS	\$78,000.00	\$78,000.00	\$70,000.00	\$70,000.00	\$100,000.00	\$100,000.00	\$90,000.00	\$90,000.00	\$115,570.00	\$115,570.00	\$50,000.00	\$50,000.00
25	Subdrain System	1	LS	\$15,800.00	\$15,800.00	\$8,600.00	\$8,600.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$25,468.00	\$25,468.00	\$7,800.00	\$7,800.00
	Subtotal, Schedule A				\$3,011,750.00		\$3,026,839.00		\$2,992,250.00		\$3,127,419.99		\$3,516,120.00		\$3,352,089.70
	Sales Tax @ 9.9%				\$298,163.25		\$299,657.06		\$296,232.75		\$309,614.58		\$348,095.88		\$331,856.88
	TOTAL CONSTRUCTION COST, SCHEDULE A				\$3,309,913.25		\$3,326,496.06		\$3,288,482.75		\$3,437,034.57		\$3,864,215.88		\$3,683,946.58

	BIDDER			JOHANSEN CONSTRUCTION CO, LLC		NORTHWEST CASCADE, INC.		R.L. ALIA COMPANY		JAMES W. FOWLER CO.		A-1 LANDSCAPING AND CONSTRUCTION, INC.		STERLING BREEN CRUSHING, INC.	
NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SCHEDULE B: MERIDIAN SEWER EXTENSION															
1	Mobilization/Demobilization	1	LS	\$31,500.00	\$31,500.00	\$44,000.00	\$44,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$32,450.00	\$32,450.00	\$33,500.00	\$33,500.00
2	Project Temporary Traffic Control	1	LS	\$48,000.00	\$48,000.00	\$36,500.00	\$36,500.00	\$45,000.00	\$45,000.00	\$40,000.00	\$40,000.00	\$19,780.00	\$19,780.00	\$78,300.00	\$78,300.00
3	Temporary Erosion and Sediment Control	1	LS	\$5,600.00	\$5,600.00	\$9,800.00	\$9,800.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$7,750.00	\$7,750.00	\$10,000.00	\$10,000.00
4	Base Course	1	LS	\$11,000.00	\$11,000.00	\$15,700.00	\$15,700.00	\$18,000.00	\$18,000.00	\$65,000.00	\$65,000.00	\$8,978.00	\$8,978.00	\$20,600.00	\$20,600.00
5	Asphalt Pavement	1	LS	\$74,000.00	\$74,000.00	\$48,600.00	\$48,600.00	\$85,000.00	\$85,000.00	\$50,000.00	\$50,000.00	\$75,410.00	\$75,410.00	\$68,200.00	\$68,200.00
6	Temporary HMA	150	TN	\$220.00	\$33,000.00	\$250.00	\$37,500.00	\$200.00	\$30,000.00	\$10.00	\$1,500.00	\$115.00	\$17,250.00	\$260.00	\$39,000.00
7	Controlled Density Fill	10	CY	\$200.00	\$2,000.00	\$225.00	\$2,250.00	\$300.00	\$3,000.00	\$150.00	\$1,500.00	\$200.00	\$2,000.00	\$600.00	\$6,000.00
8	Planing Bituminous Pavement	1	LS	\$9,000.00	\$9,000.00	\$43,000.00	\$43,000.00	\$8,500.00	\$8,500.00	\$10,000.00	\$10,000.00	\$11,500.00	\$11,500.00	\$25,000.00	\$25,000.00
9	Trench Excavation Safety System	1	LS	\$4,100.00	\$4,100.00	\$18,500.00	\$18,500.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$4,210.00	\$4,210.00	\$18,200.00	\$18,200.00
10	Manhole 48 In. Diam., Including Excavation and Backfill	4	EA	\$5,000.00	\$20,000.00	\$5,500.00	\$22,000.00	\$8,000.00	\$32,000.00	\$11,000.00	\$44,000.00	\$7,150.00	\$28,600.00	\$5,300.00	\$21,200.00
11	PVC Sanitary Sewer Pipe, 8 In. Diam., Including Trenching and Backfill	650	LF	\$165.00	\$107,250.00	\$163.00	\$105,950.00	\$285.00	\$185,250.00	\$215.00	\$139,750.00	\$116.00	\$75,400.00	\$290.00	\$188,500.00
12	Side Sewer Pipe, 6 In. Diam., Including Trenching and Backfill	360	LF	\$135.00	\$48,600.00	\$183.00	\$65,880.00	\$285.00	\$102,600.00	\$240.00	\$86,400.00	\$98.00	\$35,280.00	\$340.00	\$122,400.00
	Subtotal, Schedule B				\$394,050.00		\$449,680.00		\$579,350.00		\$503,150.00		\$318,608.00		\$630,900.00
	Sales Tax @ 9.9%				\$39,010.95		\$44,518.32		\$57,355.65		\$49,811.85		\$31,542.19		\$62,459.10
	TOTAL CONSTRUCTION COST, SCHEDULE B				\$433,060.95		\$494,198.32		\$636,705.65		\$552,961.85		\$350,150.19		\$693,359.10
ADDITIVE ITEM 2															
1	Play Area Synthetic Surfacing	2,800	SF	\$47.00	\$131,600.00	\$45.00	\$126,000.00	\$50.00	\$140,000.00	\$44.00	\$123,200.00	\$22.00	\$61,600.00	\$43.00	\$120,400.00
2	Deduct Engineered Wood Fiber Safety Surfacing	93	CY	(\$139.00)	(\$12,927.00)	(\$106.00)	(\$9,858.00)	\$125.00	\$11,625.00	\$105.00	\$9,765.00	(\$48.00)	(\$4,464.00)	(\$10.00)	(\$930.00)
	Subtotal, Additive Item 2				\$118,673.00		\$116,142.00		\$151,625.00		\$132,965.00		\$57,136.00		\$119,470.00
	Sales Tax @ 9.9%				\$11,748.63		\$11,498.06		\$15,010.88		\$13,163.54		\$5,656.46		\$11,827.53
	TOTAL CONSTRUCTION COST, ADDITIVE ITEM 2				\$130,421.63		\$127,640.06		\$166,635.88		\$146,128.54		\$62,792.46		\$131,297.53
	TOTAL CONSTRUCTION COST, SCHEDULE A				\$3,309,913.25		\$3,326,496.06		\$3,288,482.75		\$3,437,034.57		\$3,864,215.88		\$3,683,946.58
	TOTAL CONSTRUCTION COST, SCHEDULE B				\$433,060.95		\$494,198.32		\$636,705.65		\$552,961.85		\$350,150.19		\$693,359.10
	TOTAL CONSTRUCTION COST, ADDITIVE ITEM 2				\$130,421.63		\$127,640.06		\$166,635.88		\$146,128.54		\$62,792.46		\$131,297.53
	TOTAL CONSTRUCTION COST, SCHEDULES A, B AND ADDITIVE ITEM 2				\$3,873,395.83		\$3,948,334.44		\$4,091,824.28		\$4,136,124.95		\$4,277,158.54		\$4,508,603.21
	Sealed bids were opened at the City of Edgewood, 2224 104th Avenue East, Edgewood, Washington 98372 on Friday, August 14, 2020, 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.														
	BRIAN L. SOURWINE, P.E.														

CONTRACT PROVISIONS

Edgewood Community Park
City of Edgewood
Bid Set

July 22, 2020

PREPARED BY:
Berger Partnership
1927 Post Alley, Suite 2
Seattle, WA 98101

CALL FOR BIDS
CITY OF EDGEWOOD
EDGEWOOD COMMUNITY PARK
ENGINEER'S ESTIMATE \$3,200,000 - \$3,500,000

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 August 14, 2020, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct the Edgewood Community Park.

This project consists of furnishing all labor, materials and equipment necessary for the construction of Edgewood Community Park at 10301 36th Street East including but not limited to, clearing, grading, picnic shelter, restroom building, play area, parking lot, storm drainage, sanitary sewer, illumination, irrigation, landscaping and wetland enhancement.

The Work shall be substantially complete within 150 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 at the following website: <http://gobids.grayandosborne.com>. Bidders are encouraged to register in order to receive automatic email notification of future addenda and to be placed on the Bidders List. For assistance, please call (206) 284-0860. Contract questions shall be directed to Jeremy Metzler, Public Works Director, City of Edgewood, (253) 831-4266.

A Prebid Conference is scheduled for August, 5, 2020. Information regarding the conference will be provided on the City of Edgewood website: cityofedgewood.org. Prospective bidders are encouraged to participate. The site is open sunrise to ½ hour past sunset and is accessible from Meridian shoulder near the NW corner of the site.

Financing of the Project has been provided by City of Edgewood, Washington and the Recreation and Conservation Office of the State of Washington. The City of Edgewood

BIDDER'S CHECKLIST

1. REQUIRED FORMS

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

- a. Proposal (including Statement of Bidder's Qualifications) (Pages P-1 - P-8)
- b. Bid Deposit or Proposal Bond (PB-1)

2. SUPPLEMENTAL BIDDER CRITERIA

The Apparent two lowest bidders shall submit to the Contracting Agency the completed Supplemental Bidder Criteria forms in the Appendix by noon of the second business day following the bid submittal deadline.

3. AGREEMENT FORMS

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

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

EDGEWOOD COMMUNITY PARK

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 will Award the Contract to the lowest responsible, responsive bidder whose Proposal is in the best interest of the Owner. The Owner will determine at the time of Award of the Contract which Additives will be included in the Contract.

PROPOSAL - Continued

SCHEDULE A: EDGEWOOD COMMUNITY PARK

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Mobilization/Demobilization	1 LS	\$ <u>321,450.00</u>	\$ <u>321,450.00</u>
2.	Concrete Paving, Curbs, Subslabs and Ramps	1 LS	\$ <u>181,900.00</u>	\$ <u>181,900.00</u>
3.	Play Equipment	1 LS	\$ <u>674,250.00</u>	\$ <u>674,250.00</u>
4.	Prefabricated Structures	1 LS	\$ <u>217,300.00</u>	\$ <u>217,300.00</u>
5.	Electrical	1 LS	\$ <u>74,000.00</u>	\$ <u>74,000.00</u>
6.	Earthwork	1 LS	\$ <u>232,500</u>	\$ <u>232,500.00</u>
7.	Site Clearing	1 LS	\$ <u>121,600.00</u>	\$ <u>121,600.00</u>
8.	Temporary Erosion and Sediment Control	1 LS	\$ <u>47,150.00</u>	\$ <u>47,150.00</u>
9.	Base Course	1 LS	\$ <u>67,700.00</u>	\$ <u>67,700.00</u>
10.	Asphalt Pavement	1 LS	\$ <u>109,750.00</u>	\$ <u>109,750.00</u>
11.	Crushed Stone Surfacing	1 LS	\$ <u>17,300.00</u>	\$ <u>17,300.00</u>
12.	Pavement Markings and Signage	1 LS	\$ <u>6300.00</u>	\$ <u>6300.00</u>
13.	Traffic Gate	1 LS	\$ <u>12,000.00</u>	\$ <u>12,000.00</u>
14.	Engineered Wood Fiber Safety Surfacing	370 CY	\$ <u>55.00</u>	\$ <u>20,350.00</u>
15.	Play Area Synthetic Surfacing	1,150 SF	\$ <u>22.00</u>	\$ <u>25,300.00</u>
16.	Chain Link Fence and Gates	500 LF	\$ <u>36.00</u>	\$ <u>18,000.00</u>
17.	Rail Fence	1,600 LF	\$ <u>22.00</u>	\$ <u>35,200.00</u>
18.	Wood Fence Enclosure	1 LS	\$ <u>6700.00</u>	\$ <u>6700.00</u>
19.	Site Furnishings	1 LS	\$ <u>87,500.00</u>	\$ <u>87,500.00</u>
20.	Irrigation	1 LS	\$ <u>190,200.00</u>	\$ <u>190,200.00</u>

PROPOSAL - Continued

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
21.	Planting and Hydroseeding	1 LS	\$ <u>280,000.00</u>	\$ <u>280,000.00</u>
22.	Water Distribution	1 LS	\$ <u>16,700.00</u>	\$ <u>16,700.00</u>
23.	Sanitary Sewer System	1 LS	\$ <u>42,000.00</u>	\$ <u>42,000.00</u>
24.	Storm Drainage	1 LS	\$ <u>62,600.00</u>	\$ <u>62,600.00</u>
25.	Subdrain System	1 LS	\$ <u>28,750.00</u>	\$ <u>28,750.00</u>
Subtotal (Schedule A):.....			\$ <u>2,896,500.00</u>	
Washington State Sales Tax (9.9%):			\$ <u>286,753.50</u>	
TOTAL CONSTRUCTION COST (SCHEDULE A):.....			\$ <u>3,183,253.50</u>	

SCHEDULE B: MERIDIAN SEWER EXTENSION

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Mobilization/Demobilization	1 LS	\$ <u>10,000.00</u>	\$ <u>10,000.00</u>
2.	Project Temporary Traffic Control	1 LS	\$ <u>31,160.00</u>	\$ <u>31,160.00</u>
3.	Temporary Erosion and Sediment Control	1 LS	\$ <u>4050.00</u>	\$ <u>4050.00</u>
4.	Base Course	1 LS	\$ <u>9500.00</u>	\$ <u>9500.00</u>
5.	Asphalt Pavement	1 LS	\$ <u>33,500.00</u>	\$ <u>33,500.00</u>
6.	Temporary HMA	150 TN	\$ <u>233.00</u>	\$ <u>34,950.00</u>
7.	Controlled Density Fill	10 CY	\$ <u>300.00</u>	\$ <u>3000.00</u>
8.	Planing Bituminous Pavement	1 LS	\$ <u>31,650.00</u>	\$ <u>31,650.00</u>
9.	Trench Excavation Safety System	1 LS	\$ <u>500.00</u>	\$ <u>500.00</u>
10.	Manhole 48 In. Diam, including Excavation and Backfill	4 EA	\$ <u>5400.00</u>	\$ <u>21,600.00</u>

PROPOSAL - Continued

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
11.	PVC Sanitary Sewer Pipe, 8 In. Diam, including Trenching and Backfill	650 LF	\$ <u>153.00</u>	\$ <u>99,450.00</u>
12.	Side Sewer Pipe, 6 In. Diam, including Trenching and Backfill	360 LF	\$ <u>218.00</u>	\$ <u>78,480.00</u>
Subtotal (Schedule B):			\$ <u>357,840.00</u>	
Washington State Sales Tax (9.9%):			\$ <u>35,426.16</u>	
TOTAL CONSTRUCTION COST (SCHEDULE B):			\$ <u>393,266.16</u>	

ADDITIVE ITEM 1: DELETE PER ADDENDUM 2

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Restroom Structure Procurement	1 LS	\$ <u> </u>	\$ <u> </u>
Subtotal (Additive 1):			\$ <u> </u>	
Washington State Sales Tax (9.9%):			\$ <u> </u>	
TOTAL CONSTRUCTION COST (ADDITIVE 1):			\$ <u> </u>	

ADDITIVE ITEM 2:

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Play Area Synthetic Surfacing	2,800 SF	\$ <u>16.50</u>	\$ <u>46,200.00</u>
2.	Deduct Engineered Wood Fiber Safety Surfacing	93 CY	\$ <u>-55.00</u>	\$ <u>-5115.00</u>
Subtotal (Additive 2):			\$ <u>41,085.00</u>	
Washington State Sales Tax (9.9%):			\$ <u>4067.41</u>	
TOTAL CONSTRUCTION COST (ADDITIVE 2):			\$ <u>45,152.41</u>	

PROPOSAL - Continued

BID SUMMARY

1. TOTAL CONSTRUCTION COST
(SCHEDULE A forwarded from page P-3):\$ 3,183,253.50
2. TOTAL CONSTRUCTION COST
(SCHEDULE B forwarded from page P-4):\$ 393,266.16
- ~~3. TOTAL CONSTRUCTION COST~~ DELETED PER
~~(ADDITIVE 1 forwarded from page P-4):\$~~ ADDENDUM 2
4. TOTAL CONSTRUCTION COST
(ADDITIVE 2 forwarded from page P-4):\$ 45,152.41
5. TOTAL CONSTRUCTION COST
(ALL SCHEDULES AND ADDITIVES 1 AND 2)\$ 3,621,672.08

Note: A bid must be received on all items.

PROPOSAL - Continued

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm: ACTIVE CONSTRUCTION INC.

Address: 5110 RIVER RD. E. TACOMA WA 98443

Telephone No. 253.248.1091 Fax No. 253.248.1093

Contact Person for this Project: DAVID PETERSON

E-mail: davidp@activeconstruction.com

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

58 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
EARTHWORK, SITEWORK	\$1,535,000.-
SITE UTILITIES, EROSION CONTROL	
WATER, SEWER, STORM	

PROPOSAL - Continued

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 three 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)
Heating, Ventilation and Air Conditioning	NONE
Plumbing	BIR PLUMBING BRPLUP5827BE
Electrical	TRANSPORTATION SYSTEMS TRANSSI927NO

ADDENDA RECEIVED

Addendum No.	Date Received	Name of Recipient
1	7/24/20	ACI
2	8/4/20	ACI
3	8/11/20	ACI
4	8/13/20	ACI

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

Subject to any extensions of the Contract time granted under the Contract, the undersigned agrees to substantially complete the Work required under this Contract within 150 working days (the Substantial Completion Date) and to physically complete the Work required under this contract within 160 working days (the Physical Completion Date) from when Contract Time begins.

The undersigned has reviewed and fully understands the provisions in the Contract regarding liquidated damages and agrees that liquidated damages shall be \$750.00 per day for each and every working day beyond the Contract time allowed for substantial completion until the Substantial Completion Date is achieved and \$750.00 for each and every working day required beyond the Contract Time for physical completion until the Physical Completion Date is achieved.

PROPOSAL - Continued

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 200,933-00 ;
Dept. of Licensing Contractor's Registration No. is AC-TI-VCI-164-JL ;
Unified Business Identifier Number is C273001533 ;
Excise Tax Registration Number is C273001533 ; and
Employment Security Account Number is 321915-00-0 .

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.

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

1. That the undersigned person(s) or entity(ies) has(have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.
2. The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, July 24, 2020, 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.

PROPOSAL - Continued

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

Sincerely,

 8/14/20
Sign Name Date

By: DAVID CECCANTI, PRESIDENT TACOMA, WA.
Print Name, Title Location Executed (City, State or County)

ACTIVE CONSTRUCTION INC.
Print Company Name

Amount of Proposal deposit: \$ Check No.

or Proposal bond in the amount of \$ 5% OF TOTAL BID AMOUNT

 , issued through LIBERTY MUTUAL
Name of Bank/Bonding Company

located at 1001 4TH AVE. SUITE 3700 SEATTLE WA 98154
Mailing Address

253.759.6468
Telephone Number of Bank/Bonding Company

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we Active Construction, Inc.

of Puyallup, WA as principal, and the Liberty Mutual Insurance Company

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

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

EDGEWOOD COMMUNITY PARK

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

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

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be
signed and sealed this 14th day of August, 2020.

Active Construction, Inc.


(Principal)

Liberty Mutual Insurance Company
(Surety)


(Attorney-in-fact) Holli Albers



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8204061 - 023049

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alicia A. Keltner, Alyssa J. Lopez, Amelia G. Burill, Annelies M. Richie, Brandon K. Bush, Brent E. Heifesen, Carley Espiritu, Christopher Kinyon, Cynthia L. Jay, Diane M. Harding, Edward Sims, Eric A. Zimmerman, Erica E. Mosley, Heather L. Allen, Holli Albers, Jacob T. Haddock, James B. Binder, Jamie L. Marques, Katharine J. Snider, Kyle Joseph Howat, Terrie Conard

all of the city of Tacoma state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of July, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 28th day of July, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of August, 2020.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, 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.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

ACTIVE CONSTRUCTION INC
Bidder's Business Name

Signature of Authorized Official*

DAVID CECCANTI
Printed Name

PRESIDENT
Title

8/11/20 Tacoma WA
Date City State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

State of Incorporation, or if not a corporation, State where business entity was formed:

LOA

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice- president (or any other corporate officer accompanied by evidence of authority to sign). If a co- partnership, proposal must be executed by a partner.*

Address: 5110 RIVER RD. E.
TACOMA WA 98443

Telephone: 253. 248. 1091

Email: davidc@activeconstruction.com

Washington State Contractor License #: AC-TI-VCI-164-JL
Required prior to bid pursuant to RCW 18.27

City of Edgewood License #: GENERAL BUSINESS LICENSE/WILL RENEW IF LOW BIDDER

Affidavit of Title VI Compliance

TITLE VI - NON-DISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS:

SEC. 601. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

SEC. 602. Each Federal department and agency which is empowered to extend Federal financial assistance to any program or activity, by way of grant, loan, or contract other than a contract of insurance or guaranty, is authorized and directed to effectuate the provisions of section 601 with respect to such program or activity by issuing rules, regulations, or orders of general applicability which shall be consistent with achievement of the objectives of the statute authorizing the financial assistance in connection with which the action is taken. No such rule, regulation, or order shall become effective unless and until approved by the President. Compliance with any requirement adopted pursuant to this section may be effected (1) by the termination of or refusal to grant or to continue assistance under such program or activity to any recipient as to whom there has been an express finding on the record, after opportunity for hearing, of a failure to comply with such requirement, but such termination or refusal shall be limited to the particular political entity, or part thereof, or other recipient as to whom such a finding has been made and, shall be limited in its effect to the particular program, or part thereof, in which such non-compliance has been so found, or (2) by any other means authorized by law: Provided, however, That no such action shall be taken until the department or agency concerned has advised the appropriate person or persons of the failure to comply with the requirement and has determined that compliance cannot be secured by voluntary means. In the case of any action terminating, or refusing to grant or continue, assistance because of failure to comply with a requirement imposed pursuant to this section, the head of the federal department or agency shall file with the committees of the House and Senate having legislative jurisdiction over the program or activity involved a full written report of the circumstances and the grounds for such action. No such action shall become effective until thirty days have elapsed after the filing of such report.

SEC. 603. Any department or agency action taken pursuant to section 602 shall be subject to such judicial review as may otherwise be provided by law for similar action taken by such department or agency on other grounds. In the case of action, not otherwise subject to judicial review, terminating or refusing to grant or to continue financial assistance upon a finding of failure to comply with any requirement imposed pursuant to section 602, any person aggrieved (including any State or political subdivision thereof and any agency of either) may obtain judicial review of such action in accordance with section 10 of the Administrative Procedure Act, and such action shall not be deemed committed to unreviewable agency discretion within the meaning of that section.

SEC. 604. Nothing contained in this title shall be construed to authorize action under this title by any department or agency with respect to any employment practice of any employer, employment agency, or labor organization except where a primary objective of the Federal financial assistance is to provide employment.

SEC. 605. Nothing in this title shall add to or detract from any existing authority with respect to any program or activity under which Federal financial assistance is extended by way of a contract of insurance or guaranty.

PART 1 – TITLE VI PROCEDURAL INFORMATION

1. **APPLICATIONS:** The following materials pertain to the regulations relative to nondiscrimination of Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, part 21, and as may be requested by the City. All contractors, subcontractors, consultants, suppliers and manufacturers who contract with the City must Comply with these requirements.
2. **AFFIDAVIT:** Before being considered for a contract, all contractors, etc. will be required to submit the Affidavit of Title VI Compliance as part of their proposal or upon request of the Procurement Services Manager.
3. **COMPLIANCE:** The City of Edgewood reserves the right to randomly select contractors, subcontractors, consultants, vendors or suppliers to be audited for compliance of the requirements listed. During this audit, the contractors, etc. will be asked for a specific demonstration of compliance with the requirements.
4. **NON-COMPLIANCE:** A finding of non-compliance may be considered a breach of contract and suspension or termination of a contract may follow.
5. **CITY CONTACT:** The City's Compliance Officer is the City Clerk, and specific questions pertaining to this section may be directed to the City Clerk at (253) 952-3299.

PART 2 – ASSURANCES FOR CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS

1. **COMPLIANCE WITH REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as Regulations), which are herein incorporated by reference and made part of this contract.
2. **NONDISCRIMINATION:** The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations.
3. **SOLICITATION FOR SUBCONTRACTORS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiations made by the contractor for the work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor's obligations under this contract and the Regulations relative to the nondiscrimination on the ground of race, color, sex, or national origin.
4. **INFORMATION AND REPORTS:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Edgewood or the Washington State Department of Transportation to be pertinent to ascertain

compliance with such Regulations, orders and instructions. Where any information required of a contractor is an exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the City of Edgewood or the Washington State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **SANCTIONS FOR NONCOMPLIANCES:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Edgewood and the Washington State Department of Transportation shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until contractor complies, and/or;
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **INCORPORATION OF PROVISIONS:** The contractor shall include in provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the City of Edgewood or the U.S. Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Edgewood enter into such litigation to protect the interests of the City and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor hereby certifies that during the performance of this contract it agrees to comply with these assurances.

By: 
Authorized Signature

Title: *PRESIDENT*
Date: *8/14/20*

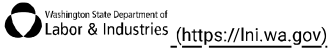
END, AFFIDAVIT OF TITLE VI COMPLIANCE

Mandatory Bidder Responsibility Checklist

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

General Information	
Owner/Project Name: City of Edgewood - Edgewood Community Park	Project Number: 18626.07
Bidder's Business Name: Active Construction, Inc.	Bid Submittal Deadline: 8/14/2020
Contractor Registration	
https://secure.lni.wa.gov/verify/	
License Number: ACTIVCI164JL	Status: Active: Yes ☒ No ☐
Effective Date (must be effective on or before Bid Submittal Deadline): 04/13/984	Expiration Date: 11/07/2021
Current UBI Number	
https://secure.lni.wa.gov/verify/	
UBI Number: 273 001 533	Account: Open ☒ Closed ☐
Industrial Insurance Coverage/Worker Compensation	
https://secure.lni.wa.gov/verify/	
Account Number: 200,933-00	Account Current: Yes ☒ No ☐
Employment Security Department Number	
Employment Security Department Number: 321915-00-0	
• Has Bidder provided account number on the Bid Form? Yes ☒ No ☐ • And/or have you asked the Bidder for documentation from Employment Security Department on account number? Yes ☐ No ☐	
State Excise Tax Registration Number	
https://secure.lni.wa.gov/verify/	
Tax Registration Number: 273-001-533	Account: Open ☒ Closed ☐
Certification of Compliance with Wage Payment Statutes Clause Signed	
(See Proposal for Required Clause or Signed Certification Form) Yes ☒ No ☐	
Not Disqualified from Bidding	
https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx	
Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes ☐ No ☒	
Public Works Requirements Training	
https://secure.lni.wa.gov/verify/	
Contractor: Is Exempt from this Requirement ☒ Has Completed Training ☒ Has Not Completed Training ☐	
Excluded Parties Listing System (Federal Funded Projects)	
https://www.sam.gov/	
Does the Bidder have an Active Exclusion? Yes ☐ No ☐	
Checked by:	
Name: David Roman-Sanchez, P.E.	Date: 8/19/2020

L&I regional offices are closed to public visits until further notice. Offices can still help you by phone from 8 a.m. to 5 p.m. weekdays (except state holidays). Use the phone number for your closest regional office (<https://lni.wa.gov/agency/contact/#office-locations>), or you can call the Office of Information and Assistance at **360-902-5800**.



ACTIVE CONSTRUCTION INC

Owner or tradesperson

Principals

GARMS, ROSENARIE A, PRESIDENT

KOOKER, DENNIS D, PRESIDENT

CECCANTI, DAVID L, PRESIDENT

BERGLUND, DAVID R, PRESIDENT

MORSE, SCOTT D, PRESIDENT

SMITH, WALTER H, PRESIDENT

SMITH, NORMA K, SECRETARY

(End: 10/02/2003)

Doing business as

ACTIVE CONSTRUCTION INC

WA UBI No.

273 001 533

PO BOX 430

PUYALLUP, WA 98371

253-248-1091

PIERCE County

Business type

Corporation

Governing persons

DAVID

L

CECCANTI

DENNIS KOOKER;

SCOTT D MORSE;

DAVE BERGLUND;

ROSEMARIE A GARMS;

License

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

Construction Contractor

Active

Meets current requirements.

License specialties

GENERAL

License no.

ACTIVCI164JL

Effective — expiration

04/13/1984— 11/07/2021

Bond

Safeco Ins Co of America

\$12,000.00

Bond account no.

69S009845

Received by L&I

05/11/2012

Effective date

04/20/2012

Expiration date

Until Canceled

Insurance

Valley Forge Ins Co

\$1,000,000.00

Policy no.

5093447379

Received by L&I
06/11/2020

Effective date
06/15/2020
Expiration date
06/15/2021

Insurance history

Savings

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

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

L&I Tax debts

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

License Violations

No license violations during the previous 6 year period.

Certifications & Endorsements

OMWBE Certifications

No active certifications exist for this business.

Apprentice Training Agent

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

Workers' Comp

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

This company has multiple workers' comp accounts.

Active accounts

L&I Account ID
200,933-00

Account is current.

Doing business as

ACTIVE CONSTRUCTION INC

Estimated workers reported

Quarter 2 of Year 2020 "Greater than 100 Workers"

L&I account contact

T0 / GARY HONC (360)902-4823 - Email: HONC235@lni.wa.gov

[Track this contractor](#) ?

Public Works Requirements

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

Required Training– Effective July 1, 2019

Exempt from this requirement.

Completed the training on 1/18/2019

Contractor Strikes

No strikes have been issued against this contractor.

Contractors not allowed to bid

No debarments have been issued against this contractor.

Workplace Safety & Health

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

Inspection results date
06/19/2020

No violations

Inspection no.
317959440

Location
**6304 Glenwood Rd SW
Port Orchard, WA 98367**

Inspection results date

06/12/2020

No violations

Inspection no.

317959388

Location

**25603 State Highway
Belfair, WA 98528**

Inspection results date

08/07/2019

No violations

Inspection no.

317955406

Location

**COLLEGE ST and 22ND AVE
Lacey, WA 98503**

Inspection results date

05/10/2019

No violations

Inspection no.

317954145

Location

**Lebanon St and Lacey Blvd
Lacey, WA 98503**

Inspection results date

10/26/2018

No violations

Inspection no.

317951549

Location

**610 E Main Street
Elma, WA 98541**

Inspection results date

04/16/2018

Violations

Inspection no.

317948680

Location

**321 Treemont street West
Port Orchard, WA 98366**

Inspection results date

01/16/2015

Violations

Inspection no.

317608610

Location

**150th St. KPN and Wright Bliss
Gig Harbor, WA 98335**

Inspection results date

11/06/2014

No violations

Inspection no.

317611408

Location

**SE 162 st 132nd Ave. SE
Kent, WA 98030**

Washington State Department of Revenue

[Services](#) [Business Lookup](#) [ACTIVE CONSTRUCTION, INC.](#)

Tax Information

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

Entity name: ACTIVE CONSTRUCTION, INC.

Entity type: [Profit Corporation](#)

Excise tax account ID #: 273-001-533

UBI #: 273-001-533

Opened: January 1, 1969

Closed:

Mailing address: PO BOX 430
PUYALLUP WA 98371-0162

NAICS: 238910 - Site Preparation Contractors

Reseller Permit(s)

[Filter](#)

Reseller permit #	Status	Effective date	Expiration date
A16039621	Active	Jan-01-2020	Dec-31-2021
A16039619	Expired	Jan-01-2018	Dec-31-2019
A16039617	Expired	Jan-01-2016	Dec-31-2017
A16039615	Expired	Jan-01-2014	Dec-31-2015
A16039613	Expired	Jan-01-2012	Dec-31-2013

Business License Locations

[Filter](#)

Business name	License account ID #	Location address
ACTIVE CONSTRUCTION, INC.	273001533-001-0001	5110 RIVER RD E TACOMA WA 98443-2638

The Business Lookup information is updated nightly. Search date and time: 8/19/2020 9:29:04 AM

Working together to fund Washington's future

August 14, 2020

Submitted via email:
jeremy@cityofedgewood.org

CITY OF EDGEWOOD

ATTN: *Jeremy Metzler, P.E.*

2224 104th Avenue East

Edgewood, WA 98372

RE: BIDDER RESPONSIBILITY CRITERIA – GC 2.01.8.3

PROJECT: Edgewood Community Park

BID DATE: August 14, 2020 at 11:00 AM

Active Construction, Inc. (ACI) submitted a bid proposal on August 14, 2020 for the Public Works project referenced above and was the apparent 2nd lowest bidder. ACI meets and exceeds the mandatory and supplemental responsibility criteria set forth in the General Conditions 2.01.8.3 & RCW 39.04.350(1). See attached documentation showing compliance.

ACI hereby confirms the above statement is true and accurate and will provide additional information and/or documentation if requested by the Contracting Agency.

Sincerely,
Active Construction, Inc.



Melissa Looker

Project Engineer

253-248-1410

melissal@activeconstruction.com

Enclosure(s): Mandatory & Supplemental Bidder Responsibility Criteria
Additional Supporting Documents

APPENDIX A

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA FORMS EDGEWOOD COMMUNITY PARK

These forms shall be completed in their entirety and submitted by the apparent two lowest Bidders to the City of Edgewood by 12:00 p.m. (noon) of the second business day following the bid submittal deadline.

Failure to submit and meet the requirements as stated in Section 2.01.8 of the General Conditions shall be grounds for rejection of the bid. The City of Edgewood will be the sole judge in determining if the prospective contractor meets the minimum experience requirements.

Contractor:

Name: ACTIVE CONSTRUCTION INC.
Address: 5110 RIVER RDE. TACOMA WA 98443
Phone: 253.248.1091
Contact Person: DAVID PETERSON

2. Delinquent State Taxes

Instructions to Bidders: Check the appropriate box

- ☒ The Bidder does not owe delinquent taxes to the Washington State Department of Revenue.
- ☐ Alternatively, the Bidder does owe delinquent taxes to the Washington State Department of Revenue.

If the Bidder owes delinquent taxes, they must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency.

8/14/20
(Date)


(Signature)

DAVID CECCANTI
(Print Name)

PRESIDENT
(Title)

3. Claims Against Retainage and Bonds:

Instructions to Bidders: Check the appropriate box

☒ The Bidder has not had claims against retainage and bonds in the 3 years prior to the bid submittal date.

☐ Alternatively, the Bidder has had claims against retainage and bonds in the 3 years prior to the bid submittal date.

If the Bidder has had claims against retainage and bonds in the 3 years prior to the bid submittal date, submit a list of public works projects completed during this period that have had claims against retainage and bonds and include name of Project, contact information for the Owner, a list of claims filed against retainage and/or payment bond for any of the projects listed; and a written explanation of circumstances surrounding each claim and the ultimate resolution of the claim.

8/14/20
(Date)


(Signature)

DAVID CECCANTI
(Print Name)

PRESIDENT
(Title)

4. **Public Bidding Crime:**

Instructions to Bidders: Check the appropriate box

- ☒ The undersigned certifies that the Bidder and/or its Owners have not been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.
- ☐ Alternatively, the undersigned confirms that the Bidder and/or its Owners have been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.

If the Bidder and/or its Owners have been convicted of a crime involving bidding on a public works contract, provide a written explanation identifying the date of the conviction and a description of the circumstances surrounding the conviction.

8/14/20
(Date)


(Signature)

DAVID CECCANTI
(Print Name)

PRESIDENT
(Title)

5. Termination for Cause/Termination for Default

Instructions to Bidders: Check the appropriate box

- ☒ The undersigned certifies that the Bidder has not had any public works contracts terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date.
- ☐ Alternatively, the undersigned confirms that the Bidder has had public works contracts terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date.

If the Bidder has had any public works contracts terminated for cause or terminated for default in the 5 years prior to the bid submittal date, provide a written explanation for all contracts terminated for cause or terminated for default by identifying the project contract that was terminated, the government agency which terminated the Contract, the date of the termination, and a description of the circumstances surrounding the termination.

8/14/20
(Date)


(Signature)

DAVID CECCANTI
(Print Name)

PRESIDENT
(Title)

6. Lawsuits

Instructions to Bidders: Check the appropriate box

- ☒ The undersigned certifies that the Bidder has not had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts.
- ☐ Alternatively, the undersigned confirms that the Bidder has had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts.

If the Bidder has had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, submit a list of lawsuits along with a written explanation of the circumstances surrounding each lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet the terms of contracts.

8/14/20
(Date)


(Signature)

DAVID CECCANTI
(Print Name)

PRESIDENT
(Title)

7. **Contract Time (Liquidated Damages)**

Instructions to Bidders: Check the appropriate box

- ☒ The undersigned certifies that the Bidder has not had liquidated damages assessed on any project it has completed in the 5 years prior to the bid submittal date.
- ☐ Alternatively, the undersigned confirms that the Bidder has had liquidated damages assessed on projects in the 5 years prior to the bid submittal date.

If the Bidder has had liquidated damages assessed against projects in the 5 years prior to the bid submittal date, submit a list of projects along with Owner contact information, and number of days assessed liquidated damages. The Contracting Agency shall determine whether the Contractor has a pattern of failing to complete projects within Contract Time.

8/14/20
(Date)


(Signature)

DAVID CECCANTI
(Print Name)

PRESIDENT
(Title)

8. Capacity and Experience

The Bidder shall have sufficient current capacity and the Project Superintendent assigned to the Project shall have experience to meet the requirements of this Project. The Bidder and Project Superintendent shall have successfully completed at least two projects as the prime contractor, of a similar size and scope, during the 5-year period immediately preceding the bid submittal deadline for this project. Similar size is defined as a minimum of 70 percent of the bid amount submitted by the Bidder.

A. Capacity

- i. Gross dollar amount of work currently under contract:

\$60 million

- ii. Gross dollar amount of contracts currently not completed:

\$45 million

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

JD DOZER

CAT BACKHOE

SAKAI ROLLER

HITACHI EXCAVATOR

J.D. MINI EXCAVATOR

ALL OWNED
& IN EXCELLENT
CONDITION

- iv. Number of superintendents on Bidder's staff:

10 SUPERINTENDENTS

B. Experience

i. General character of work performed by firm:

EARTHWORK, HEAVY CIVIL, SITE PREP,
UNDERGROUND UTILITIES, PROJECT
MANAGEMENT, WETLAND MITIGATION

ii. Identify who will be the superintendent on this project and years of experience. Also, list the number of years this person has been with your firm.

KEVIN AALMO - 25 YEARS EXPERIENCE & 10 W/ALC
& SUBJECT TO CHANGE DEPENDING ON CONTRACT AWARD
INTP DATE.

iii. Similar Size and Scope Projects Completed in the Past 5 Years

#1 Owner's Name and Contact Information: PLEASE SEE ATTACHED

Owner is a Government Agency? ☐ Yes ☐ No

Superintendent's Name: _____

Project Name: _____

Awarded Contract Amount: _____

Final Contract Amount: _____

Completion Date: _____

Project Description: _____

SEE ATTACHED PROJECT LIST

#2 Owner's Name and Contact Information: _____

Owner is a Government Agency? ____ Yes ____ No
Superintendent's Name: _____
Project Name: _____
Awarded Contract Amount: _____
Final Contract Amount: _____
Completion Date: _____
Project Description: _____

#3 Owner's Name and Contact Information: _____

Owner is a Government Agency? ____ Yes ____ No
Superintendent's Name: _____
Project Name: _____
Awarded Contract Amount: _____
Final Contract Amount: _____
Completion Date: _____
Project Description: _____



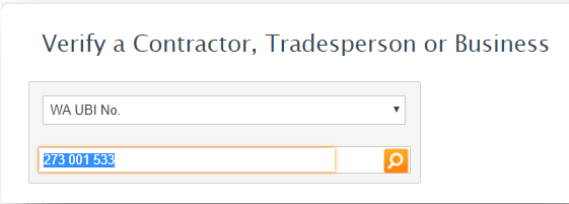
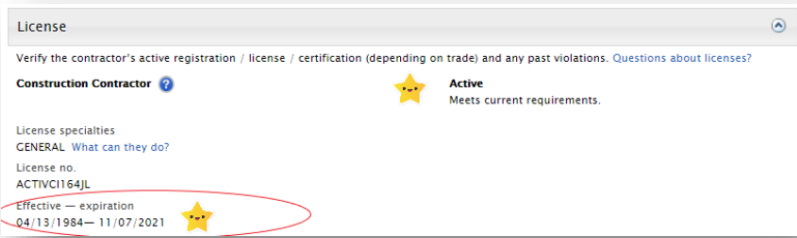
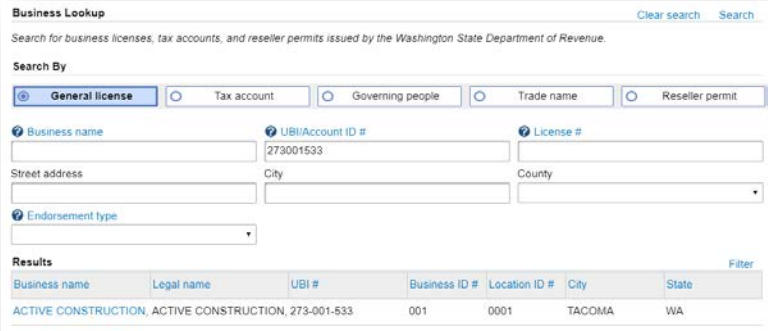
Job #	Completion Date	Job Description	Owner	Owner Rep	Phone	Contract Value
10-001	2011	Mullen Road Extension	City of Lacey	Roger Schoessel	(360) 438-2639	\$ 2,755,519.00
10-003	2011	Harrison Avenue Improvements	City of Olympia	Jim Rioux/Fran Eide	(360) 753-8484	\$ 5,513,734.94
10-016	2011	Skokomish Alternate Access Road	Skokomish Tribe	Dave Nichols	(360) 426-4232	\$ 1,899,487.74
10-018	2011	Westbound Britton Parkway	City of Lacey	Roger Schoessel	(360) 438-2639	\$ 624,692.85
11-001	2012	Henderson Blvd Sanitary Sewer & Water Main Realignment	City of Olympia	Jim Rioux	(360) 753-8484	\$ 1,346,423.94
11-005	2013	Carpenter Road Reconstruction	City of Lacey	Dale Mix	(360) 438-2639	\$ 9,024,507.73
11-006	2013	Cushman Trail Culvert Repair	City of Gig Harbor	Maureen Whitaker	253-853-7618	\$ 49,000.00
11-009	2012	Warren Creek	Pierce County	Helmut Schmidt	(253) 798-2728	\$ 1,085,705.60
11-014	2012	Neadham Road Setback Levee	Pierce County	Ingo Kuchta	(253) 798-6165	\$ 588,807.35
12-004	2012	VIC I-5 Puyallup River Bridge - Sidewalk Ramps	WSDOT	Dennis Steinberg	(253) 365-6730	\$ 519,146.26
12-005	2013	18th Ave Half Street Improvements	City of Olympia	Jim Rioux	(360) 753-8484	\$ 3,006,361.33
12-007	2013	56th St. NW/Pt. Fosdick Dr NW Street Improvements	City of Gig Harbor	Marcos McGraw	(253) 851-6170	\$ 2,454,497.20
12-008	2013	70th Ave. E. Phase 2	City of Fife	Ken Gill	(253) 922-9315	\$ 8,003,125.61
12-017	2013	Capitol Way Overlay Improvements	City of Olympia	Brett Bures	(360) 753-8568	\$ 226,850.24
12-020	2013	Puyallup River Floodplain Restoration at Fennel Creek	Pierce County	Al Zehni	(253) 798-2725	\$ 214,275.75
12-024	2013	62nd Ave E Sidewalk and Sheffield Trail and 20th St E Crosswalk	City of Fife	Russ Blount	(253) 922-2489	\$ 468,940.65
12-028	2013	West Lake Sammamish Parkway Phase I I-90 Roundabout to SE 34th St	City of Bellevue	Carl Haslam	(425) 452-4170	\$ 6,560,548.46
13-002	2013	NB SR 167 to NB I-405 Major Drainage Repair	WSDOT	Broch Bender	(206) 440-4699	\$ 419,206.01
13-010	2013	Wilkeson Creek Access Road	Puyallup Tribe	Andrew Strobel	(253) 573-7879	\$ 434,423.23
13-011	2013	Orville Road Engineered Log Jam Setback Revetment	Pierce County	Al Zehni	(253) 798-2725	\$ 788,825.53
13-015	2014	SR7 Muck Cr Trib-Nisq Riv Remove Barrier	WSDOT	Mark Carson	(360) 570-6761	\$ 1,103,022.10
13-017	2014	Larchmont Wetland Reserve	Pierce County	Al Zehni	(253) 798-2725	\$ 653,314.39
13-020	2014	Taxiway C & North Taxiway W Rehab & Terminal Entrance Widening	Port of Olympia	Bill Helbig	(360) 528-8022	\$ 2,069,196.55
13-022	2014	Reservation Road Reconstruction	Skokomish Tribe	Dave Nichols	(360) 426-4232	\$ 939,088.15
13-029	2014	Chehalis Western Trail Phase 3	Thurston County	Matt Unzelman	(360) 867-2300	\$ 2,732,360.14
14-004	2017	Middle Fork Snoqualmie River Road	US DOT	Craig Sanders	(360) 619-7700	\$ 15,586,595.42
14-007	2014	Boulevard Rd & 22nd Ave	City of Olympia	Rolland Ireland	(360) 753-8721	\$ 2,481,952.96
14-011	2017	Upper Clear Creek Mitigation Site	Port of Tacoma	Dave Myers	(253) 428-8612	\$ 5,415,690.47
14-012	2014	Delphi Road Safety Improvements	Thurston County	Matt Unzelman	(360) 867-2300	\$ 1,042,109.07
14-013	2015	Chambers Lake Stormwater Treatment Facility	City of Lacey	Roger Schoessel	(360) 438-2639	\$ 2,116,312.11
14-014	2015	Salmon Creek Bridge L-4 Replacement	Thurston County	Matt Unzelman	(360) 867-2300	\$ 1,431,682.14
14-019	2016	Tacoma Pedestrian Crossing Improvement	City of Tacoma	Mark D'Andrea	(253) 591-5500	\$ 2,523,400.00
14-024	2015	Golf Club Road Extension	City of Lacey	Roger Schoessel	(360) 438-2639	\$ 599,599.00
15-003	2015	Capitol Blvd - M Street	City of Tumwater	John Norman	(360) 754-5855	\$ 1,747,742.90
15-004	2015	Neadham Road In-Stream ELJ Mitigation Project	Pierce County	Ingo Kuchta	(253) 798-6165	\$ 265,118.00
15-007	2016	Willamette Drive NE & 31st Ave Improvements	City of Lacey	Roger Schoessel	(360) 438-2639	\$ 1,522,533.93

Job #	Completion Date	Job Description	Owner	Owner Rep	Phone	Contract Value
15-008	2015	Fennel Creek Property Restoration Phase 2 / 1408-124	Pierce County	Helmut Schmidt	(253) 798-2728	\$ 527,710.56
16-003	2016	Finwood Condos Stormwater System & Wapato Creek House Removal	City of Fife	Ken Gill	(253) 922-9315	\$ 424,259.90
16-004	2016	WARC Access Road	Thurston County	Matt Unzelman	(360) 867-2300	\$ 916,456.88
16-005	2016	216th Ave SE Roadway Improvements SE 272nd (SR 516) to SE 283rd St	City of Maple Valley	Kim Scattarella	(425) 413-8800	\$ 1,963,562.15
16-007	2016	Manchester Stormwater Retrofit and Traffic Improvements - Phase 3	Kitsap County	Steve Nichols	(360) 337-5777	\$ 1,212,212.00
16-008	2017	Turnwater Blvd/I-5 SB Ramp Improvements Project	City of Turnwater	John Norman	(360) 754-5855	\$ 991,409.95
16-013	2017	Park Avenue South - 125th Street South to Garfield Street South	Pierce County	Henry Gertje	(253) 798-7250	\$ 650,650.00
16-014	2017	Cleanwater Centre Site Work	Port of Olympia	Tyson Carpenter	(360) 528-8000	\$ 2,167,099.24
16-018	2017	Tilley Road Curve Culvert Replacement	Thurston County	Matt Unzelman	(360) 867-2300	\$ 434,756.39
16-020	2017	Tyee Drive Extension / Israel Road Improvements Project	City of Turnwater	John Norman	(360) 754-5855	\$ 3,354,711.99
16-021	2017	SR 302 - 1.15 Miles S of E Victor Road Major Drainage	WSDOT	Robert Christopher	(360) 705-7337	\$ 422,422.00
16-023	2016	Emergency Vehicle Operations Course (EVOC)	Dept of Enterprise Services E&AS	Doug McCudden	(360) 407-9302	\$ 2,064,974.00
16-026	2017	Kirsop Road Maintenance Project	City of Turnwater	John Norman	(360) 754-5855	\$ 167,072.00
16-029	2017	Capitol Blvd & U Street Pedestrian Improvements	City of Turnwater	John Norman	(360) 754-5855	\$ 137,137.00
16-030	2018	East Lake Sammamish Master Plan Trail South - Segment A	King County	Gina Auld	(206) 477-4552	\$ 4,489,832.49
17-001	2018	Fairwood West HOA Pipe Replacement	King County	Gina Auld	(206) 477-4552	\$ 785,785.00
17-002	2018	78th Avenue E & 184th Street Intersection	Pierce County	Greg Hess	(253) 798-4233	\$ 1,706,337.47
17-007	2019	40th - 42nd Avenue South - Phase 3	City of Tukwila	Cindy Knighton	(206) 431-2450	\$ 6,827,798.00
17-008	2017	1st Street SW Improvements	City of Yelm	Maryanne Zukowski	(360) 458-8499	\$ 318,318.00
17-009	2017	21st Avenue Pedestrian Improvements	City of Federal Way	Christine Mullen	(253) 835-2723	\$ 685,685.00
17-010	2018	Washington Ave. Two Way Left Turn Lane Improvements	City of Orting		(360) 893-2219	\$ 1,344,808.89
17-012	2017	Runway Safety Improvements Vashon Island	King County Airport	Bryan Condon - Engineer	(503) 419-2130	\$ 505,043.93
17-013	2017	M Street SE Improvements	City of Auburn	Matthew Larson	(253) 931-3000	\$ 1,583,397.89
17-014	2017	Cloquallum Road MP 5.85 to 6.60	Mason County	Sarah Grice	(360) 427-9670	\$ 2,123,123.00
17-015	2018	Bridge #28183-A Replacement 8th Ave E North Fork Muck Creek	Pierce County	Henry Gertje	(253) 798-7250	\$ 1,418,750.00
17-016	2018	Rich Road SE Phase 2	Thurston County	Matt Unzelman	(360) 867-2300	\$ 1,848,848.00
17-019	2019	Tremont Street Widening	City of Port Orchard	Mike Pleasants	(360) 876-4407	\$ 12,779,179.00
17-024	2018	Boulevard Road and Morse-Merryman Roundabout	City of Olympia	Rolland Ireland	(360) 753-8721	\$ 3,336,041.00
17-025	2018	Orville Road Engineered Log Jam Setback Revetment Phase 2	Pierce County	Al Zehni	(253) 798-2725	\$ 1,251,545.00
17-028	2018	70th Avenue Sewer and Water Extension	City of Turnwater	John Norman	(360) 754-5855	\$ 986,791.00
17-032	2018	66th Avenue Improvements	City of Fife	Ken Gill	(253) 922-9315	\$ 3,040,502.00
18-002	2018	8th Street E & 54th Ave E Culvert	City of Fife	Ken Gill	(253) 922-9315	\$ 1,161,982.83
18-004	2018	East 25th Street Improvements	City of Tacoma	Diane Sheesley		\$ 662,000.00
18-006	2018	Lower Coal Creek Flood Hazard Reduction	City of Bellevue	Debbie Harris	(425) 452-4367	\$ 2,528,000.00
18-009	2019	22nd Avenue and 152nd Street Intersection	Pierce County	Greg Hess	(253) 798-4233	\$ 2,340,000.00
18-010	2018	Ball Creek Flood Plain Revetment	Pierce County	Al Zehni	(253) 798-2725	\$ 576,000.00

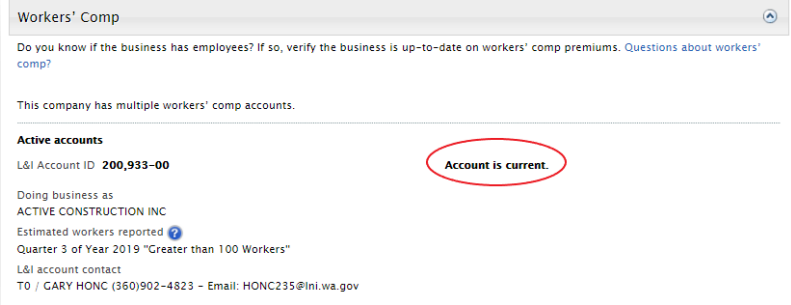
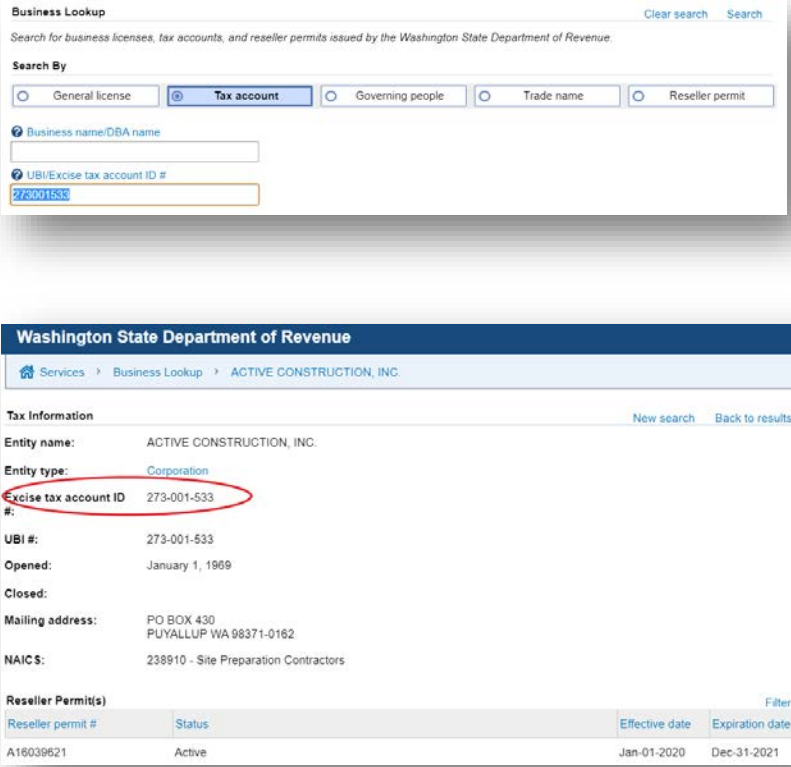
Job #	Completion Date	Job Description	Owner	Owner Rep	Phone	Contract Value
18-011	2019	EVOC Skid Pan Repair - WA State Patrol Training Course	Dept of Enterprise Services E&AS	Doug McCudden	(360) 407-9302	\$ 1,250,000.00
18-014	2018	Clarks Creek Channel Stabilization	City of Puyallup	Paul Marrinan	(253) 841-5498	\$ 2,925,542.81
18-017	2018	Desoto Street Stabilization and Rehabilitation	City of Tumwater	John Norman	(360) 754-5855	\$ 1,560,560.00
18-018	2019	Capitol Blvd Israel Rd to 73rd Ave	City of Tumwater	John Norman	(360) 754-5855	\$ 2,213,213.00
18-020	2018	Reservation Road Sidewalk	SkokomishTribe	Dave Nichols	(360) 426-4232	\$ 336,336.00
18-023	2019	Military Road S & S 298th St. Compact Roundabout	City of Federal Way	Christine Mullen	(253) 835-2723	\$ 742,742.00
18-026	2019	Capitol Campus Utility Renewal	Dept of Enterprise Services E&AS	Hamed Khalili	(360) 407-7979	\$ 810,000.00
18-033	2019	SR510 Meridian Rd SE Roundabout and Paving	WSDOT	Brian Whitehouse	(360) 570-6786	\$ 2,484,484.00
19-001	2020	62nd Avenue NW & 144th St NW Intersection	Pierce County	Greg Hess	(253) 798-7250	\$ 2,376,376.00
19-003	2019	McKnight Middle School Field Improvements	Renton School Dist	Stewart Shusterman	(425) 204-4403	\$ 1,793,793.00
19-005	2019	Lebanon Street Extension	City of Lacey	Aubrey Collier	(360) 438-2639	\$ 613,613.00
19-007	2019	Stellacoom Blvd SW Improvements	Town of Stellacoom	Mark Burlingame	(253) 581-1912	\$ 2,942,942.00
19-008	2019	55th Ave S at Binghamon Creek Culvert Replacement	King County	Mark Hoge	(206) 263-9325	\$ 1,309,309.00
19-010	2020	College Street and 22nd Ave Roundabout	City of Lacey	Aubrey Collier	(360) 438-2639	\$ 5,920,920.00
19-011	2019	Lower Coal Creek Flood Hazard Reduction - Group 3	City of Bellevue	Jim Stockwell	(425) 452-4868	\$ 2,920,820.00
19-014	2019	SR520 80th Ave to 108th	WSDOT	Evelyn Pao	(425) 495-1577	\$ 1,177,177.00
19-015	2019	150th Newport Way Roadway Improvements	City of Bellevue	Jun Suk An	(425) 452-4230	\$ 2,709,933.00
19-016	2019	SWM Drainage & Traffic Safety Improvements	City of Tacoma	Lisa Oestreich	(253) 594-7871	\$ 1,476,476.00
19-017	2020	College Street and Yelm Super T Pavement Rehabilitation	City of Lacey	Aubrey Collier	(360) 438-2639	\$ 4,142,142.00
19-019	2019	Westside Highway SW Roadway Repair	King County	Mark Hoge	(206) 263-9325	\$ 414,414.00
19-020	2020	Park Street Roundabout	City of North Bend	Tom Mohr	(425) 888-7653	\$ 2,154,154.00
19-021	2019	Highway Safety Improvement Program Phase 2	Lewis County	Malcolm Bowie	(360) 740-1175	\$ 893,893.00
19-022	2019	Orville Rd ELJ Setback Revertment Ph 2B	Pierce County Surface Water	David Davis	(253) 798-6157	\$ 1,063,550.50
19-023	2019	Lakemont Blvd SE Repairs & 164th Ave SE and SE	City of Bellevue	Dale Lydin	(425) 452-4170	\$ 1,532,532.00
19-027	2019	SE Kent-Kangley Road / 242nd Avenue SE Intersection Improvements	City of Maple Valley	Terry Wright	(425) 413-8800	\$ 766,766.00
19-028	2019	Hosmer Holding Basin Maintenance	City of Tacoma	Steve Hoffman	(253) 502-2225	\$ 1,148,153.36
19-029	IN PROGRESS	Sanderson Field Runway Pavement Overlay Construction	Port of Shelton	Wendy Smith	(360) 426-1151	\$ 2,838,783.00
19-035	IN PROGRESS	Log Yard Rd And SR 3 Roundabout Construction	Mason Transit Authority	Danette Brannin	(360) 432-5750	\$ 2,422,172.00
19-037	IN PROGRESS	Mullen Road - Lacey City Limits to Carpenter Road	Thurston County	Matt Unzelman	(360) 867-2300	\$ 9,467,467.00
19-041	IN PROGRESS	100th Ave NE and NE 10th St Roundabout	City of Bellevue	Jun Suk An	(425) 452-4230	\$ 1,245,245.00
19-042	IN PROGRESS	SE Newport Way Somerset Blvd to 150th Ave SE	City of Bellevue	Paul Krawczyk	(425) 452-7905	\$ 6,529,529.00
19-045	IN PROGRESS	South Dash Point Road Improvements	City of Federal Way	Christine Mullen	(253) 835-2723	\$ 1,159,159.00
20-002	IN PROGRESS	Orting-Kapowsin E - Orville Rd E to 264th St E	Pierce County	Arnie Shepard	(253) 798-7250	\$ 1,305,305.00
20-009	IN PROGRESS	Onyx Drive Roadway Improvements	City of Lakewood	Eric Swannstrom	(253) 983-7795	\$ 3,955,955.00
20-010	IN PROGRESS	South Prairie Floodplain and Off-Channel Restoration Project	SPSSEG	Kristin Williamson	(360) 561-1715	\$ 2,244,696.26
20-011	IN PROGRESS	Big Rock State Park Site B Ph. 1 Improv.	City of Sammamish	Monica Thompson	(425) 295-0500	\$ 2,566,334.88

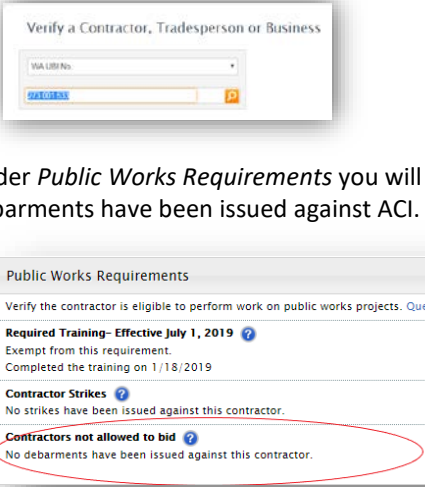
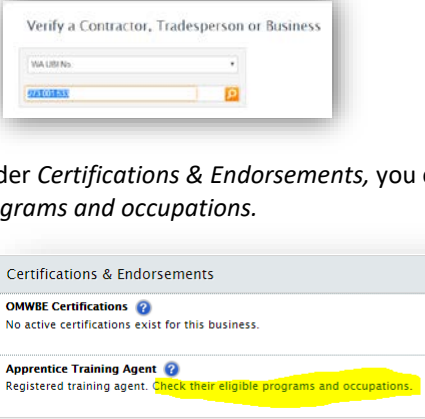
Job #	Completion Date	Job Description	Owner	Owner Rep	Phone	Contract Value
20-014	IN PROGRESS	Willis Street and 4th Avenue S Roundabout	City of Kent	Tim Laporte	(253) 856-5508	\$ 4,759,759.00
20-016	IN PROGRESS	Cirque Drive West Phase 3 Roadway Improvements	City of University Place	Jack Ecklund	(253) 460-5411	\$ 2,058,058.00
20-019	IN PROGRESS	Kitsap Lake Elementary Safe Routes to School	City of Bremerton	Andrea Archer-Parsons	(360) 473-5323	\$ 2,281,183.00
20-021	IN PROGRESS	Citywide NHS Resurfacing	City of Tumwater	Brandon Hicks	(360) 754-4140	\$ 3,894,894.00
20-024	IN PROGRESS	Johnson Parkway & SR 305 Roundabout, Noll Corridor - South Segment	City of Poulsbo	Josh Ranes	(360) 394-9882	\$ 15,323,323.00

Responsible bidders, as defined in [RCW 39.04.010](#) and [39.04.350](#)

✓ RCW 39.04.350 Bidder responsibility criteria—Sworn statement—Supplemental criteria. 1. (a) At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW ;	Verify Active Construction, Inc.'s (ACI) active contractor registration utilizing Washington State Department of Labor & Industries' Verify a Contractor, Tradesperson or Business tool: https://secure.lni.wa.gov/verify/ Search using ACI's UBI No.: 273 001 533  Under <i>License</i> you will be able to verify ACI's active registration. 
✓ RCW 39.04.350 Bidder responsibility criteria—Sworn statement—Supplemental criteria. 1. (b) Have a current state unified business identifier number;	Verify ACI's UBI number utilizing the Washington State Department of Revenue <i>Business Lookup</i> tool: https://secure.dor.wa.gov/gteunauth/ / Search using ACI's UBI No.: 273 001 533 
✓ RCW 39.04.350 Bidder responsibility criteria—Sworn statement—Supplemental criteria. 1. (c) If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW;...	Verify ACI's Industrial Insurance (workers' compensation) account utilizing Washington State Department of Labor & Industries' Verify a Contractor, Tradesperson or Business tool: https://secure.lni.wa.gov/verify/ Search using ACI's UBI No.: 273 001 533  Under <i>Workers' Comp</i> you will be able to verify ACI's active registration.

Responsible bidders, as defined in [RCW 39.04.010](#) and [39.04.350](#)

		
	RCW 39.04.350 Bidder responsibility criteria—Sworn statement—Supplemental criteria. 1. (c) If applicable, have an employment security department number as required in Title 50 RCW; ...	A current bidder responsibility letter from ESD, attached as Exhibit A. These are requested periodically https://fortress.wa.gov/esd/twt/pwcinternet/
	RCW 39.04.350 Bidder responsibility criteria—Sworn statement—Supplemental criteria. 1. (c) If applicable, haveand a state excise tax registration number as required in Title 82 RCW;...	Verify ACI's state excise tax registration number utilizing the Washington State Department of Revenue <i>Business Lookup</i> tool: https://secure.dor.wa.gov/gteunauth/ Search using ACI's UBI No.: 273 001 533 
	RCW 39.04.350 Bidder responsibility criteria—Sworn statement—Supplemental criteria. 1. (d) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);	Verify ACI is eligible to perform work on public works projects utilizing Washington State Department of Labor & Industries' Verify a Contractor, Tradesperson or Business tool: https://secure.ini.wa.gov/verify/ Search using ACI's UBI No.: 273 001 533

		 Under <i>Public Works Requirements</i> you will be able to verify that no debarments have been issued against ACI.
	RCW 39.04.350 Bidder responsibility criteria—Sworn statement—Supplemental criteria. 1. (e) If bidding on a public works project 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;	ACI has not had any violations within the one-year period immediately preceding the date of the bid solicitation. Verify ACI is as an Apprentice Training Agent utilizing Washington State Department of Labor & Industries' Verify a Contractor, Tradesperson or Business tool: https://secure.lni.wa.gov/verify/ Search using ACI's UBI No.: 273 001 533  Under <i>Certifications & Endorsements</i>, you can select <i>Check their eligible programs and occupations</i>.
	RCW 39.04.350 Bidder responsibility criteria—Sworn statement—Supplemental criteria. 1. (f) Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW. The bidder must	Verify ACI is exempt from the Required Training utilizing Washington State Department of Labor & Industries' Verify a Contractor, Tradesperson or Business tool: https://secure.lni.wa.gov/verify/ Search using ACI's UBI No.: 273 001 533

	designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The department of labor and industries must keep records of entities that have satisfied the training requirement or are exempt and make the records available on its web site. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption; and	 Under <i>Public Works Requirements</i>, ACI is noted as exempt.
	RCW 39.04.350 Bidder responsibility criteria—Sworn statement—Supplemental criteria. 1. (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.	ACI is prepared to, through either a sworn statement or an unsworn declaration under penalty of perjury, certify that ACI is not a willful violator of labor laws in reference to RCW 49.48.082 within the past three years. Effective July 28, 2019, SSB 5017 makes revisions affecting the certification of compliance with wage payment statutes under RCW 39.04.350. Such certification may be made either by sworn statement or unsworn declaration of perjury. Here is MRSC's model certification form in accordance with this bill : http://mrsc.org/getmedia/63887024-6a45-4f22-bc2d-973cb4150622/WageCompCert.docx.aspx
	RCW 39.04.350 Bidder responsibility criteria—Sworn statement—Supplemental criteria. 2. Before award of a public works contract, a bidder shall submit to the contracting agency a signed statement in accordance with chapter 5.50 RCW verifying under penalty of perjury that the bidder is in compliance with the responsible bidder criteria requirement of subsection (1)(g) of this section. A contracting agency may award a contract in reasonable reliance upon such a sworn statement.	Upon request, ACI is prepared to submit a signed statement or other specific supplemental documentation to provide assurance with this section as may be required.
	RCW 39.04.350 Bidder responsibility criteria—Sworn statement—Supplemental criteria. 3. In addition to the bidder responsibility criteria in subsection (1) of this section, the state or municipality may adopt relevant supplemental criteria for determining bidder responsibility applicable to a particular project which the bidder must meet.	ACI is prepared to respond to respond to additional supplemental responsibility criteria n as may be required, provided these supplemental criteria and associated evaluation methods are provided in the invitation to bid or bidding documents. Per RCW 39.04.350, (3) (a) Supplemental criteria for determining bidder responsibility, including the basis for evaluation and the deadline for appealing a determination that a bidder is not responsible, must be provided in the invitation to bid or bidding documents. (b) In a timely manner before the bid submittal deadline, a potential bidder may request that the state or municipality modify the supplemental criteria. The state or municipality must evaluate the information submitted by the potential bidder and respond before the bid submittal deadline. If the evaluation results in a change of the criteria, the state or

		municipality must issue an addendum to the bidding documents identifying the new criteria. (c) If the bidder fails to supply information requested concerning responsibility within the time and manner specified in the bid documents, the state or municipality may base its determination of responsibility upon any available information related to the supplemental criteria or may find the bidder not responsible. (d) (d) If the state or municipality determines a bidder to be not responsible, the state or municipality must provide, in writing, the reasons for the determination. The bidder may appeal the determination within the time period specified in the bidding documents by presenting additional information to the state or municipality. The state or municipality must consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the state or municipality may not execute a contract with any other bidder until two business days after the bidder determined to be not responsible has received the final determination.
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Attached:

Exhibit A, Current bidder responsibility letter from Employment Security Department, 1 page



P.O. Box 9046 Olympia, WA 98507-9046 | Fax 360-902-9287

January 6, 2020

ACTIVE CONSTRUCTION INC
P O BOX 430
PUYALLUP, WA 98371-0162

RE: ES Ref #: 32191500 0

This letter confirms that, as of the date shown above, you have an account and it is in good standing with the Employment Security Department of the State of Washington.

This letter may be used for purposes of documenting bidder responsibility for public works contracts.

If we may be of further assistance, please call the Registration, Inquiry, Standards and Coordination (RISC) Unit at (360) 902-9450.

EMPLOYMENT SECURITY DEPARTMENT



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – 36th and Meridian Park Naming	Agenda Item #: 2.F
	For Agenda of: 9/1/2020
	Prepared by: Jeremy Metzler
Attachments (list): 1. Design Rendering	
Approval of Materials: Jeremy Metzler Rachel Pitzel 8/27/2020 Dave Gray 8/27/2020 Daryl Eidingen 8/27/2020	Expenditure Required: TBD Amount Budgeted: N/A Timeline: 09/01/2020 SS

Summary Statement:

As we are preparing to begin construction of this long-awaited community park, the topic of naming the park was discussed at recent Council meetings. Reviewing Edgewood Municipal Code, the City's adopted Comprehensive Plan, and the City's Parks, Recreation and Open Space (PROS) Plan, Staff is unable to find any prescribed procedures for naming a new park.

The Parks and Recreation Advisory Board (PRAB) held a brief discussion on park naming at their August 6, 2020 meeting. There was a common desire expressed by the Board to encourage public participation in the naming process, suggesting promotion through the City's social media channels, email, and website. Given the proposed construction timeline, there may be an opportunity to include something in the Winter edition of the City's magazine as well.

At the August 18, 2020 study session, Council discussed opportunities to involve local school children, consider names of historical relevance, and reach out to long-standing members of the community. This item is on tonight's agenda to continue the conversation and introduce any new ideas. Pending Council's further direction and/or delegation, the PRAB would gladly serve as a review panel for potential names and offer their recommendation(s) to the Council.

Item History:

08/18/2020 SS

Recommended Action:

Hold a discussion and provide staff direction to Discussion – 36th and Meridian Park Naming

Fiscal Note/Consideration:

Similar to other City parks, the proposed name will likely require appropriate signage. Design and pricing of said signage has not yet been prepared or investigated, and any associated costs are not included in the park construction contract.



DESIGN RENDERING



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - Speed Limit Radar Signs	Agenda Item #: 2.G
	For Agenda of: 9/1/2020
	Prepared by: Jeremy Metzler
Attachments (list): 1. EV 12FM Product Sheets 2. TL - Product Sheet - CruiserLT - 1015 3. Trailer Pictures	
Approval of Materials: Jeremy Metzler Rachel Pitzel 8/27/2020 Dave Gray 8/27/2020 Daryl Eidinger 8/27/2020	Expenditure Required: \$27K (est.) Amount Budgeted: N/A Timeline: 09/01/2020 SS 09/08/2020 RCM

Summary Statement:

The City currently owns one speed limit radar trailer, and in recent years the Mayor has acquired four radar speed limit signs. The trailer does not collect any data, and managing sign deployment and data collection with our existing equipment takes quite a lot of staff time. Also, one of the radar signs was stolen in March, with no leads on recovery to date.

Staff recognizes that owning and operating radar speed limit signs has high value with regard to traffic calming and management. At the Mayor's direction, Staff looked into several makes and models of radar speed limit signs and trailers, focusing on data collection, cloud connectivity, GPS tracking, and power source flexibility (solar, battery, and direct).

After looking at overall cost, available features, and product demonstration, Staff recommends purchasing the TrafficLogix model included herein. It should be noted that Pierce County is a current customer of TrafficLogix, working to replace their entire stock of radar speed limit signs with this model. Each sign comes with one year of cloud connectivity in the base price.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Discussion - Speed Limit Radar Signs

Fiscal Note/Consideration:

- 6x Radar Signs w/ Solar @ \$2,814 each (+tax & shipping)
- 1x Radar Sign Trailer @ \$7,801.80 (incl. tax & shipping)



SafePace® Evolution 12FM

The SafePace Evolution 12FM variable message sign is a compact, portable solution offering adjustable driver-responsive messages.

The compact yet robust Traffic Logix SafePace Evolution 12FM offers the flexible, customizable messaging options you'd expect from a larger sign. The sign includes a full matrix for text, graphics, or 12" speed display, including speed activated digit color changes and choice of messaging color. The Evolution 12FM sign is the sign with a small footprint yet wide range of messaging options.



EV 12FM Specifications

Digit Size	12"
Height	29"
Weight	20 lbs
24/7, 365 Scheduling	✓
Data Collection	✓
Solar Compatibility	✓
Battery Operated	✓
Universal Mounting	✓
Cloud Compatibility	✓
Trailer Compatibility	✓
Dolly Compatibility	✓
Hitch Compatibility	✓
Warranty	2 Years

Features

Compact design offers **all the features** and visibility you'd expect from a full size variable message sign.

Allows for **animated text or graphics** such as moving arrows or a scrolling message.

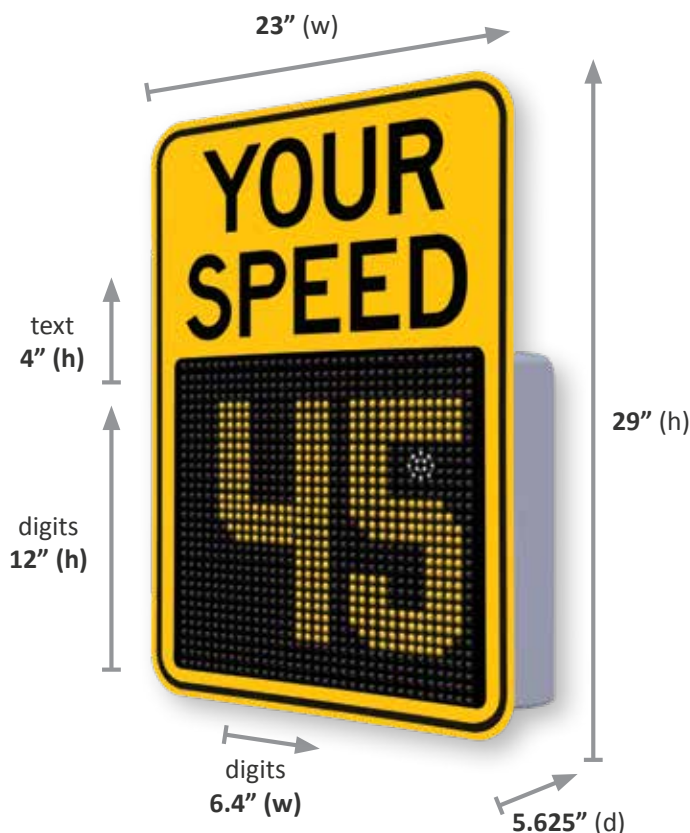
Universal Mounting: Optional mounting brackets let you use one sign at multiple locations with the turn of a key.

Dual Color Display: LED digit color can be programmed to change based on driver speed

Ultra low power consumption including the most power-efficient radar technology available and optional solar power.

Includes **integrated flashing speed violator strobe** to alert speeding drivers.

Stealth Mode allows the sign to collect baseline traffic data while speed display appears blank to motorists.



Feature	Specifications
Dimensions	
Digits	12"(h) x 6.4"(w), 936 LEDs
Variable Message Matrix mode	13"(h) x 18.25"(w), 936 LEDs
Unit with "YOUR SPEED" sign mounted	Full size sign: 29.0"(h) x 23.0"(w) x 5.625"(d)
Sign Weight (includes "YOUR SPEED" sign (2 lbs) mounted)	
AC Powered	20 lbs
Battery Powered Model	20 lbs (not including batteries)
Solar powered model	20 lbs (does not include batteries, solar panel or bracket)
General Specifications	
Operating Temperatures F (C):	-40° (-40°) to 185° (85°)
3-Digit Speed Display	Miles Per Hour (mph): 3-99 mph Kilometers Per Hour (km/h): 5-160 km/h
Faceplate	High-Intensity prismatic reflective sheeting on "YOUR SPEED" signs with black colored text. MUTCD approved colors and format
Communications	Bluetooth, GSM/GPRS
Programming	SafePace® Pro management software SafePace® Cloud remote management 24/7 365 day unlimited programming and scheduling

Feature	Specifications
Power Options (Electrical Specifications)	
AC power input	100~240 V AC
DC power input	12 V DC
Solar panel options	50W or 90W solar panel
Radar	
Internal Radar:	Doppler (FCC approved)
Model	DF 600
Radar RF out	5 mW maximum
Radar f-center	24.125 GHz or 24.200 GHz
Pickup distance	Up to 400 feet
Beam angle	24° (vertical) x 12° (horizontal)
Beam polarization	Linear
CE Mark (Radar)	Yes
Display	
LEDs	948
Digits	468 LEDs: Color: Yellow (590 nm) Viewing angle at 50% IV: 30° Partial Flux (Brightness): 9000 – 22400 Ev,[lux]/LED 468 LEDs: Color: Red (633 nm) Viewing angle at 50% IV: 30° Partial Flux (Brightness): 7100 – 18000 Ev,[lux]/LED
Speed Violator Strokes	12 LEDs: Color: White (2700 K – 6500 K) Viewing angle at 50% IV: 150° Luminous Flux: typically 33lm @ 4000 K Luminous Efficacy: typically 176 lm/W @4000 K
Ambient light sensor	1 sensor and automatic brightness adjustment
Enclosure	
Construction	Vandal resistant, lightweight polymer. Matte black front for reduced glare and maximum contrast. Light gray body to minimize heat absorption
Weatherproof Rating	Weatherproof, NEMA 4X-12, IP65 level compliant. Non-sealed and ventilated
Warranty	
Sign	2 years
Batteries	1 year



SafePace® Cruiser LT

Rotating Speed Trailer

The SafePace Cruiser LT trailer allows you to use your SafePace sign for traffic calming on the go.

The unique Cruiser LT allows you to rotate your SafePace sign, eliminating the need for precise parking and protecting the sign face during travel. When used with the SafePace 800, the Cruiser LT allows for vertical or horizontal sign display. Built to last, the compact, affordable Cruiser LT trailer will let you get the most out of your SafePace signs.



Cruiser LT Specifications

Width	51"
Length	92"
Height in deployed position	118"
Travel Height, down position	77"
Weight	425 lbs
Tire Size	12"
Trailer lights	Sealed Beam
Warranty	2 Years

Features

Can be deployed in **under 3 minutes** by a single operator

Ideal for rotating in high traffic neighborhoods, **school zones, work zones**, or for special events

Low profile and light weight makes it **easy to tow and transport**

Rotating system allows you to **direct sign toward traffic** and protects face during travel

Displays sign **vertically or horizontally** when used with SafePace 800 sign

Polyester powder coat finish for **rust-proof protection**

Compatible with all SafePace signs

Torflex axle for **cushioned ride**

Interchangeable speed limit sign included

Limited maintenance, cost effective solution for years of continuous use





City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Resolution - Statement of Work CDW-G Teams Phone System	Agenda Item #: 2.H
	For Agenda of: 9/1/2020
	Prepared by: Matthew Ray
Attachments (list): 1. Resolution CDW-G Teams Phone System 2. CITY_OF_EDGEWOOD_CDW_G_SERVICES_PROPOSAL 3. LPJQ198	
Approval of Materials: Matthew Ray Rachel Pitzel 8/27/2020 Dave Gray 8/27/2020 Daryl Eidinger 8/27/2020	Expenditure Required: \$27,545 Statement of Work \$3,308.99 Microsoft Licensing Cost for service from now till March 2021 \$10,000 or less in phone equipment Amount Budgeted: \$0.00 Timeline: Study Session Discussion 9/01/2020 Regular Council Meeting Action 9/08/2020

Summary Statement:

Since 2015 the City has used a Comcast VoiceEdge phone system. In March when the City moved to remote work all of the desk phones were forwarded to staffs cell phones and important functions of the phone system were lost. These include features like: auto attendants, caller queues, ability to transfer calls, group call pickup, and phone trees.

Staff has worked around these challenges but a more permanent solution is needed. This scope of work is to contract with CDW-G to Plan, Design, Build, Pilot and Deploy a Microsoft Teams Phone System.

A Microsoft Teams Phone System leverages the Cities recent migration to Microsoft's Government Cloud with Office 365, Exchange Online and its upgrade from Skype to Teams. As a cloud based system designed around mobile work, it will provide all the features that staff need to assist our citizens, builds on our current mobile infrastructure and is cloud based allowing staff to work anywhere.

In addition to the \$27,545 Statement of Work for CDW-G some staff will need headsets and or physical phones and we will be increasing our current licensing cost with Microsoft while decreasing our Comcast bill by almost twice as much annually.

Item History:**Recommended Action:**

Hold a discussion and provide staff guidance regarding Discussion – Resolution - Statement of Work CDW-G Teams Phone System

Fiscal Note/Consideration:

This change of phone systems was not budgeted/planned and is specifically being recommended to support the remote work environment. Due to this we believe that it is eligible to be reimbursed through CARES funding. In addition the ongoing costs of the new system are roughly half of our current system.

CDW-G is covered to do this type of work under Washington State Department of Enterprise service Master Contract 08215

RESOLUTION NO. XX-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CDW-G TO MIGRATE THE CITY'S PHONE SYSTEM TO THE MICROSOFT CLOUD TEAMS PHONE SYSTEM

WHEREAS, the City has chosen to migrate from their current phone system to a Cloud based phone system to support remote work; and

WHEREAS, the Microsoft Teams phone system is supported by CDW-G as a prime vendor for this activity, which is the engineering of the software architecture customized for each client like the City of Edgewood; and

WHEREAS, CDW-G has an open State of Washington Department of Enterprise Services contract for this work, which meets the State mandated bid requirements for local jurisdictions such as the City of Edgewood who choose to individually contract for this work using a local scope of work State Master Contract Number 08215;

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

Section 1. Authorize the Mayor to execute a State of Washington Department of Enterprise Services Master Contract with a City of Edgewood customized Scope of Work to CDW-G for the migration of the City's Exchange Server to the Microsoft Cloud Exchange Server in an amount not to exceed \$30,000

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

ADOPTED THIS 8th DAY OF SEPTEMBER, 2020

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk



SERVICES PROPOSAL

Project Name:	Microsoft Teams Phone System Design and Deployment	Seller Representative: Sean McLellan +1 (206) 218-3956 seanmcl@cdw.com
Customer Name:	City of Edgewood	
CDW Affiliate:	CDW Government LLC	
SOW Created Date:	August 21, 2020	Solution Architect: Andrew Hunkins Sankar Nair
Drafted by:		

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and CITY OF EDGEWOOD (“**Customer**,” and “**Client**,”).

This SOW shall be governed by Seller’s “**SOW Services**,” accessed via the “**Terms & Conditions**” link at www.cdwg.com (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

PROJECT DESCRIPTION

PROJECT SCOPE

During the engagement we will utilize our experience with Microsoft Teams to make recommendations on how to best utilize the technology to meet your business and technical goals and objectives. In addition, we will leverage the knowledge gained through previous engagements to avoid potential issues.

The following tasks are part of this engagement:

1. Develop a clear vision of the high-level solution goals and constraints
2. Assess the legacy PBX environment
3. Perform a Microsoft Teams Network Readiness Workshop
4. Define appropriate cloud security and compliance policies to enable a successful Microsoft Teams deployment
5. Conduct Solution Planning Sessions to identify business and technical requirements and determine the end-state design of Teams voice and meetings
6. Define and plan E911 considerations for Microsoft Teams Phone System
7. Provide the set up and configuration of Microsoft Teams in Office 365
8. Configure, Pilot, and Deploy Microsoft Teams Meetings and Voice features

MICROSOFT TEAMS PROJECT KICKOFF

Prior to the kick-off, Seller will provide you with a pre-engagement questionnaire. This document will be used to establish a working understanding of your current environment. Areas of focus include:

- Network topology
- Overview of current environment
- Directory Services infrastructure
- User population and distribution
- Administrative practices and procedures (including change control)

If this documentation currently exists and you are willing to provide it to the Seller, this can be submitted instead of the questionnaire.

Seller will begin with a project kick-off meeting with your core project team. The kick-off meeting will last approximately one hour and will include:

- Introductions of Customer and Seller team members
- Establishment of roles and session scheduling
- Establish and discuss overall scope of engagement and change order process
- Knowledge transfer and review of your company and vision
- Review of pre-engagement questionnaire or equivalent and clarification of questions
- Review of design and planning session goals
- Requirements definition

ON-PREMISES LEGACY PBX DISCOVERY AND ASSESSMENT

In order to design a solution which meets your needs and preserves the essential functionality of your current telephony solution, it is necessary to gain an understanding of the existing Comcast voice environment.

- Current State Inventory and Profile
 - Comcast voice environment
 - Network environment
 - Applications and/or features
 - External or third-party applications which depend on the Comcast voice environment
- Identify Business and Technical Requirements for the new solution
 - Coexistence requirements
 - Validate existing Service Level Agreements
 - Identify potential sources of capital and operational savings
- Analysis
 - Map requirements to Microsoft Teams capabilities
 - Identify requirements not met by Microsoft Teams and recommend potential alternatives

MICROSOFT TEAMS NETWORK READINESS WORKSHOP

As an important first step in assessing the readiness to successfully support voice and video between your locations and Microsoft Teams, Seller will perform a Network Readiness Workshop using the CDW best practices.

The Seller consultant will first become acquainted with the existing network environment. The network and analysis will be conducted at one (1) site location.

Seller will present the results of the analysis along with potential solutions.

Remediation is above and beyond hours covered in this SOW. The Change Request process will ensure that the appropriate staff will be dispatched for particular problems identified.

MICROSOFT TEAMS - PLANNING, DESIGN, AND ENVISIONING

Seller will work with the appropriate project team members and stakeholders from your company in a series of formal and informal sessions and discussions regarding the current and end-state design of your infrastructure. Active participation and presence from key members of your staff is imperative during this time to ensure requirements are clearly defined and validated and that the design is based upon those requirements. Seller will leverage industry-leading practices and our extensive experience to develop a comprehensive, scalable, robust, and secure end-state design.

PLANNING, DESIGN AND ENVISIONING SESSIONS

The Planning, Design and Envisioning sessions are a series of interactive meetings with key members of your organization including business and technical stakeholders as well as the project team. These discussions will focus on the current environment and the identification of business and technical requirements. We will also provide a mapping of how those requirements can be met with Microsoft Teams. Any requirements which cannot be met will also be called out. After this session, the project team will have a clear understanding of how Microsoft Teams will be able to assist in meeting your business objectives.

- Current Environment review:
 - Active Directory
 - Messaging environment
 - Network Topology/Egress
 - Office 365/Microsoft 365 Tenant Review
 - Directory Synchronization
 - Authentication Methods
 - International Placement of Content/Users
 - Tenant Global Placement, Multi-Geo
- Requirements Gathering and Analysis:
 - Business requirements, drivers and goals
 - Technical requirements, drivers and goals

VOICE AND MEETINGS - PLANNING AND DESIGN SESSIONS

The Voice and Meetings Planning and Design phase will focus on the following features of Microsoft Teams:

- Microsoft Teams Phone System Design
 - Dial plan, normalization, dialing rules
 - Communication Credits
 - Routing and voice policies
 - Voicemail
 - Auto Attendant
 - Call Queues
 - Call Quality Dashboard
 - Calling Plans
- Emergency Calling Planning and Design
 - Dynamic E911 Options
 - Emergency Response Locations (ERLs)
 - Emergency Notifications
- Migration Design
 - Porting DIDs from previous carrier
- Clients and UC Certified Devices
 - PC, Mac, and Mobile Clients
 - Deployment, configuration, and management
 - Skype for Business and Teams certified headsets, handsets, and video endpoints
 - Room System video interoperability (Cloud Video Interop)
- Infrastructure Dependencies
 - DNS
 - Firewall considerations
- Network Planning and Best Practices
 - High-level best practices for Teams Real-Time Workloads
 - Network assessment tools discussions
- Licensing Requirements
 - Microsoft licensing requirements
 - Third-party software requirements
- Gap Analysis
- High Level Task List
 - Task effort estimates
 - Dependencies

PILOT AND DEPLOYMENT PLANNING

During the design sessions, the hardware, licensing, and services required to implement the solution will have been identified. During this phase, cost will be assigned to these resources and used to develop a Bill of Materials, if required. Hardware and software quotes will be compiled, tasks will be defined, resources will be assigned, and timelines will be created for the deployment of the solution.

It will be the responsibility of Customer to provide quotes or pricing for any identified resources if those resources are to be provided by a party other than Seller.

At the conclusion of this phase, the Customer will have a clear understanding of the costs that will be incurred to implement the solution as well as a timeline for the complete deployment.

- Project Plan
 - Work items
 - Milestones & timeline
 - Resource allocation effort and duration estimates
 - Dependencies
- Bill of Materials (if required)

Seller has the right to amend the build & pilot estimates based on the results of the design sessions and deployment planning.

MICROSOFT TEAMS - BUILD AND PILOT

Seller will provide setup and configuration of Microsoft Teams in Office 365 as specified during the Design and Planning sessions. Any testing requirements identified during the design or planning phases will be conducted during this phase, prior to the production implementation.

Seller will enable a pilot of the Microsoft Teams workloads, as defined in the sections below. The pilot period will be used to refine and validate the transition process and gather feedback from end users.

Seller has the right to amend the deployment estimates based on the results of the pilot.

ASSUMPTIONS

Unless defined as tasks in the sections below:

1. The Customer's existing Office 365 tenant subscription will be leveraged for this project.
2. The existing Azure Active Directory Connect implementation will be leveraged for this project.

CONFIGURE MICROSOFT TEAMS PHONE SYSTEM - CALLING PLANS

The Phone System capabilities of Microsoft Teams will be provisioned by Seller, including the following tasks:

- Assign the appropriate Phone System licensing to the pilot users
- Assign the appropriate Calling Plan to the pilot users
- View and retrieve numbers in the Teams Voice Directory (including ported numbers)
- Configure and import site and endpoint data into Call Quality Dashboard

CONFIGURE MICROSOFT PHONE SYSTEM - EMERGENCY CALLING

The Emergency Calling capabilities of Microsoft Teams will be provisioned by Seller, including the following tasks:

- Delivery of Third-Party Emergency Calling platform (i.e. RedSky, Intrado) Pro Services NOT INCLUDED
- Configure up to 10 Emergency Response Locations (ERLs) for your organization
- Configure Network Settings, Trusted IPs, Sites and Subnets to support up to 10 Emergency Response Locations
- Configure Emergency Calling Policies to support up to 10 Emergency Response Locations
- Configure Emergency Calling Notifications to support up to 10 Emergency Response Locations

CONFIGURE SECURITY AND COMPLIANCE POLICIES

Seller will configure Security and Compliance policies for Microsoft Teams based on decisions made during the Planning and Design phase:

- Configure policies per Planning and Design phase decisions
- Assign appropriate policies to pilot users
- Test and validate policies are applied and functional

PILOT MICROSOFT TEAMS PHONE SYSTEM

A group of users will be enabled for Microsoft Teams Phone System voice capabilities.

CUSTOMER RESPONSIBILITIES

Customer (or their representative) must have the authority to port numbers from the carrier/provider used for the legacy phone system.

PILOT MICROSOFT TEAMS EMERGENCY CALLING

A pilot group of users will be enabled for Emergency Calling and testing/validation will be completed for 10 Emergency Response Locations (ERLs)

PILOT AUTO ATTENDANT CAPABILITIES

Two (2) Auto Attendants will be deployed in Microsoft Teams Phone System during the pilot phase.

PILOT CALL QUEUES

Two (2) Call Queues will be deployed in Microsoft Teams Phone System during the pilot phase.

PILOT VIDEO MEETING ROOMS

One (1) Microsoft Meeting Room device will be configured during the pilot phase.

PROJECT CLOSURE AND COMPLETION

A Project Closure meeting will be scheduled to review the engagement and transfer the project documents (listed below under Items to be Delivered). At this time, the Customer will have the opportunity to raise questions and to provide feedback pertaining to the engagement.

PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

- Kickoff Meeting. Review SOW, project objectives and schedule, logistics, identify and confirm project participants, and discuss project prerequisites.
- Project Schedule or Plan. Create a project schedule that details the schedule and resources assigned to the project.
- Weekly Status Meetings and Reports. Status meetings will be conducted on a weekly basis. During these meetings, the Seller and you will discuss action items, tasks completed, tasks outstanding, issues, and conduct a budget review.
- Change Management. When a change to a project occurs, the Seller's project change control process will be utilized.
- Project Closure Meeting. The project team will meet to recap the project activities, provide required documentation, discuss any next steps, and formally close the project.

GENERAL ASSUMPTIONS, RESPONSIBILITIES, AND OUT OF SCOPE

ASSUMPTIONS

1. The configuration and management of all systems which will be involved in the deployment are under the control of the Customer, either directly or through a third party. Seller may request configuration changes to these devices, which will be implemented by the Customer, pending established change control procedures.
2. Hardware and/or software that will be configured or implemented as part of this project is covered under a vendor-approved support contract.
3. The current on-premises Microsoft Active Directory and O365 environments are functioning properly (no adverse conditions).
4. Cabling to all switch and router equipment, as well as to all phone locations, is properly implemented, tested, and clearly labeled prior to the implementation of new equipment.
5. Customer does not have any special cable management requirements. If cable management is required, it will be provided outside the scope of work at standard hourly rates and billed separately.
6. Customer-provided cabling is functioning and terminated. Any delays or troubleshooting time incurred will be considered out of scope and billed separately at standard hourly rates.
7. The current network is functioning properly (no adverse conditions).
8. The internal/corporate network utilizes a fully-routable private address space. Internal systems and applications are not directly accessible from public networks. External access to those systems is through a secure intermediary device which will proxy or route connections to internal resources on the clients' behalf (VPN, Terminal Server, reverse proxy, etc.).
9. As applicable, all WAN and PSTN circuits are/will be terminated and functioning properly. If there are issues with the circuit(s), Seller can assist with troubleshooting. This work is considered out of scope and billed separately at standard hourly rates. If the on-site engineer is delayed due to circuit issues but not troubleshooting the circuit, this is also considered out of scope.
10. Customer has deployed the current Teams client to the PCs.
11. The current AD DS and DNS environments are healthy and properly functioning to support Office 365 and Azure Active Directory Connect.
12. Customer acknowledges that Seller may earn a Microsoft incentive payment if Customer purchases Microsoft products from Seller. Furthermore, Customer hereby consents to Seller receiving any such payment from Microsoft and has no objections in relation thereto.
13. Customer acknowledges that Seller may earn a Microsoft incentive payment as a result of the usage workload performed
14. Seller's personnel will not be exposed to Personally Identifiable Information (PII).

CUSTOMER RESPONSIBILITIES

1. Communicate all material project matters to Seller's contact person.
2. Provide at least one qualified technical person with system administration responsibilities.
3. Provide qualified personnel at your location (or any other location designated by you where services are to be provided) to support your existing equipment/environment.
4. Provide other full-time, qualified, knowledgeable personnel who will perform your obligations under this SOW; make timely decisions necessary to move performance of the services forward; participate in this project to the extent reasonably requested by Seller; and reasonably assist Seller with its performance of the services.
5. Provide Seller's personnel with appropriate levels of access and privilege to systems and information necessary for Seller's performance of the services.
6. Third-party application compatibility and support.
7. All servers (physical or virtual), server hosts and network devices (including but not limited to: gateways, load balancers, reverse proxies, session border controllers) to be utilized in the deployment will be procured, assembled, installed and configured with the base operating system and network configuration prior to Seller consultants beginning work on those systems.
8. All software media and corresponding licenses and/or product keys will be provided to Seller consultants prior to implementation.
9. All required certificates will be procured prior to implementation and will be provided to the Seller consultant(s) or will be installed by your staff under the supervision of the Seller consultant(s).
10. If the solution drives configuration changes and/or upgrades to other systems in the environment, including but not limited to backup software, VDI, anti-spam/antivirus, archiving, load balancers, reverse proxies, security/firewall, PBXs, and/or other gateway products, these changes and the associated costs are not the responsibility of Seller.
11. Seller consultants will provide guidance on client configuration but will not be responsible for the installation of software or configuration of client devices.

OUT OF SCOPE

1. Formal end user and/or administrator training
2. Process and/or Build Documentation
3. Network assessment beyond the scope of the Teams Network Readiness Workshop
4. Network design or remediation
5. Migration of legacy PBX configuration or data, including voicemail messages
6. Migration of applications from the legacy system
7. Migration of archive data and any data outside the legacy system
8. Recovery of a tenant environment after expiration of trial periods and/or licenses
9. Active Directory Federation Services design or implementation
10. Active Directory assessment or remediation
11. Multi-factor authentication
12. Workloads of Office 365 or Azure other than Skype for Business Online/Microsoft Teams, including but not limited to:
 1. Office
 2. Exchange Online
 3. SharePoint
 4. Yammer
 5. OneDrive
13. Enterprise Mobility and Security
14. Intune
15. Direct Routing
16. Analog devices
17. Audio (Dial-in) Conferencing

18. Communications Credits
19. Third party applications (such as, fax servers or voicemail system integration)
20. Remote Call Control
21. Call via Work
22. Video Interoperability Service
23. Deployment of UC clients or end-points not certified by Microsoft
24. Broadcast Meetings and/or Live Events
25. Level/Tier 1 end-user support during deployment
26. Client support (Microsoft Teams client, phone or mobile devices) during deployment
27. UC endpoint placement or device installation
28. Decommissioning or removal of legacy PBX or environment
29. Deployment beyond twenty-five (25) total users
30. Travel outside the US

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

ITEM(S) PROVIDED TO CUSTOMER

Item	Description	Format
Teams Network Findings and Recommendations	A presentation of the network analysis findings. The presentation will cover: · Teams Network Analysis Findings and Recommendations Report · Next steps and potential issues discussion · General Q & A	In-person or Teams Meeting
Microsoft Teams Solution Design Guide	Document that defines the business and technical requirements and how the new solution will meet these requirements. It will also provide a detailed list of the resources that will be required to implement the new solution.	PDF with architecture diagram
Implementation Plan	Project plan detailing tasks, milestones, and timelines for implementation of and migration to the new solution.	Microsoft Project document
Bill of Materials	Itemized list of components required to implement the solution.	Microsoft Word or Excel document

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

- **Kickoff Meeting.** Review SOW including project objectives and schedule, logistics, identify and confirm project participants and discuss project prerequisites.
- **Project Schedule or Plan.** A project schedule that details the schedule and resources assigned to the project.
- **Weekly Status Meetings and Reports.** Status meetings will be conducted on a weekly basis. During these meetings, Seller and you will discuss action items, tasks completed tasks outstanding, issues and conduct a budget review.
- **Change Management.** When a change to a project occurs, Seller's project change control process will be utilized.
- **Project Closure Meeting.** The project team will meet to recap the project activities, provide required documentation, discuss any next steps, and formally close the project.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table below).

Services Fees of \$27,545.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of 111 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Principal Voice Engineer – Per Hour	\$255.00	92	\$23,460.00
Senior Project Manager – Per Hour	\$215.00	19	\$4,085.00
Estimated Totals		111	\$27,545.00

EXPENSES

When Seller's personnel are located more than 30 miles from the Customer-Designated location, travel charges will apply. Seller will invoice Customer for the time Seller's personnel spend traveling to and/or from the Customer-Designated Location(s) (or otherwise, as necessary) at a rate of \$85/hour. Seller will make efforts to schedule appropriate personnel from Seller's offices located nearest to the Customer-Designated Location(s) in order to minimize such expenses. Seller's ability to do so may depend on various factors (e.g., specialized project skills needed, personnel availability, and changes to, or challenges inherent in, the Anticipated Schedule).

Seller will invoice Customer for Seller's reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

TRAVEL NOTICE

Two (2) weeks' advance notice from Customer is required for any necessary travel by Seller personnel.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

NOT FOR SIGNATURE

THIS DOCUMENT IS A DRAFT INTENDED ONLY FOR USE IN THE REVIEW OF TEXT APPLICABLE TO A POSSIBLE SERVICES ENGAGEMENT. IT DOES NOT CONSTITUTE A CONTRACT OR A PROPOSAL FOR A CONTRACT. THE CONTENT OF THIS DOCUMENT, AS IT MAY BE NEGOTIATED BY THE PARTIES, IS INTENDED TO BE INCORPORATED INTO A STATEMENT OF WORK, WHICH WILL INCLUDE OTHER PROVISIONS AND WHICH WILL BE GOVERNED BY ADDITIONAL TERMS AND CONDITIONS. A PARTY'S SIGNATURE OR OTHER INDICATION OF APPROVAL ON OR RELATED TO THIS DOCUMENT SHALL HAVE NO BINDING OR CONTRACTUAL EFFECT.

EXHIBIT A

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Locations	Address
Headquarters	2224 104th Avenue East, Edgewood, WA 98372

EXHIBIT B

SPECIAL TERMS FOR E911 EMERGENCY CALLING

1. Seller adheres to Seller's internal policies and procedures with respect to the configurations of telephone systems that it sells, installs, manages and/or operates ("**Telephone Systems**"). These internal policies and procedures are designed to maintain Seller's compliance with applicable law. From time to time, Customer may request that Seller make a particular configuration change that does not align to Seller's policies and procedures. In these cases, Seller reserves the right to refuse to make such configuration changes, in its sole discretion, and Customer acknowledges and agrees that Seller will have no obligations or liability to Customer (and Customer shall have no rights or remedies) with respect to Seller's decisions in these matters. In addition, from time to time, to remain in compliance with applicable laws, Customer may need to make a particular configuration change or purchase add-on components to a Telephone System. In these cases, Customer agree to make such configuration changes, and purchase and implement such add-on components, in a timely manner as required by applicable law. You further acknowledge and agree that: (i) it is Customer's responsibility to make any necessary additional purchases in order to comply with law (whether identified by Seller or not); and (ii) a Telephone System is capable of complying with law, even if in order to so comply, Customer must separately purchase an add-on component.

2. Customer acknowledges and agrees that Seller does not monitor Customer's changes to the Telephone Systems to ensure they comply with law, and Customer is solely responsible for any violations of law, third party claims or damages resulting from the changes that Customer makes (or fails to make). Company shall promptly notify Seller, in advance, of any changes that it intends to make to the Telephone Systems that may adversely affect the legal compliancy of the Telephone Systems' (or the operation or management thereof) and CDW reserves the right, in its sole discretion, to terminate this SOW in the event that CDW determines, in its sole discretion, that the changes would adversely affect CDW's ability to comply with law. In the event that Seller exercises such termination right, Seller shall have no liability as a result of such termination and Customer shall promptly pay to Seller all fees owed for products and services delivered prior the effective date of termination.

3. Customer acknowledges and agrees that it is solely responsible for ensuring its compliance with applicable laws, including, without limitation, with respect to the purchase, installation, configuration, management and operation of its Telephone System, and that Seller has not (and will not) provide Customer with legal advice. Seller is not responsible for, and disclaims all liability for, Customer's violation of applicable laws.

4. Customer agrees to indemnify, defend and hold Seller and its affiliates and its and their respective employees, directors, officers, successors and assign harmless from and against all claims, damages, losses, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from or related to changes that Customer makes to the Telephone Systems or Customer's failure to make changes required by Seller or applicable law.

5. In the event that Customer instruct Seller to configure a Telephone System such that the Telephone System does not transmit a notification to a central location at the facility where the system is installed or to another person or organization, Customer represents and warrants that it is requesting this because an upgrade to the core system, substantial updates to the software, or upgrades requiring a significant purchase would be required in order for Seller to configure the Telephone System such that it does transmit a notification to a central location at the facility where the system is installed or to another person or organization. Customer acknowledges and agrees that Seller will have no liability to Customer (and Customer shall have no rights or remedies) with respect to Customer's instructions in this respect. Customer further agrees to indemnify, defend and hold Seller and its affiliates and its and their respective employees, directors, officers, successors and assign harmless from and against all claims, damages, losses, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from or related to Customer's instructions in this respect.

6. Customer agrees that its obligations under the foregoing Sections 1 through 5 are not subject to any limitations on the type or amount of Customer's liability to Seller, including, without limitation, any limitations on Customer's liability: (i) that might be set forth in any agreement entered into by and between Customer and Seller; or (ii) that might otherwise apply to this SOW or a purchase that relates to this SOW.

QUOTE CONFIRMATION



DEAR MATT RAY,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.



ACCOUNT MANAGER NOTES: Updated for Corrected Pricing

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LPJQ198	8/18/2020	LPJQ198	10386672	\$3,308.99

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
MS EA SKYPE F/BUS GOV P/U Mfg. Part#: LM9-00001-12-SLG Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	25	4476797	\$73.71	\$1,842.75
MS EA SKYPE CLOUD PBX GOV USL Mfg. Part#: LK9-00003-12-SLG Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	25	4543604	\$41.72	\$1,043.00
MS EA COMMONAREAPHONE P/D Mfg. Part#: KXG-00002-12-SLG Electronic distribution - NO MEDIA Contract: MARKET	3	5489069	\$41.72	\$125.16

PURCHASER BILLING INFO	SUBTOTAL	\$3,010.91
Billing Address: CITY OF EDGEWOOD ACCOUNTS PAYABLE 2224 104TH AVE E EDGEWOOD, WA 98372 Phone: (253) 952-3299 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$298.08
	GRAND TOTAL	\$3,308.99
DELIVER TO	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
Shipping Address: CITY OF EDGEWOOD MATT RAY 2224 104TH AVE E EDGEWOOD, WA 98372 Phone: (253) 952-3299 Shipping Method: ELECTRONIC DISTRIBUTION		

Need Assistance? CDW•G SALES CONTACT INFORMATION



Maurice Dixon

(866) 682-3459

maudixo@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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