



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, January 2, 2024 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA
<https://cityofedgewood-org.zoom.us/j/86916509308>

- 1. CALL TO ORDER**
- 2. COUNCIL BUSINESS**
 - A.** Equity, Diversity and Inclusion (Trainings, Planning, etc.)
 - B.** Commission and Board Liaisons
 - C.** Deputy Mayor Nominations
 - D.** Chrisella Road Safety Improvements - Construction Contract
 - E.** Hearing Examiner Contract
- 3. OTHER COUNCIL ITEMS**
- 4. ADJOURN**

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



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: Equity, Diversity and Inclusion (Trainings, Planning, etc.)	Agenda Item #: 2.A
	For Agenda of: 1/2/2024
	Prepared by: Jill Schwerzler-Herrera
Attachments (list):	
Approval of Materials: Jill Schwerzler-Herrera	Expenditure Required:
	Amount Budgeted:
	Timeline: Topic to be added to all future Study Sessions (see item history below)

Summary Statement:

Item History:

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

Recommended Action:

N/A

Fiscal Note/Consideration:

N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: Commission and Board Liaisons	Agenda Item #:
	For Agenda of: 1/2/2024
	Prepared by:
Attachments (list): 1. 2023 Appt to Ext Boards. Ex A. 2. EX B 2023 Council Liasion to COE CommissionsandBoards	
Approval of Materials:	Expenditure Required:
	Amount Budgeted:
	Timeline: 01/02/2024 - Study Session discussion item 01/09/2024 - Action under consent agenda

Summary Statement:

There are several opportunities for Councilmembers to serve on local and regional boards, committees, or commissions as a representative of the City of Edgewood and the City Council. Changes in the make-up of the City Council, and in some cases interests among individual members, require the need to update these council liaison assignments from time to time.

It is anticipated that City Council will discuss the 2023 External Boards and the 2023 Council Liaisons list and add or remove any boards, committees or commissions, and make new assignments where applicable. You will see the proposed changes for council to take action during the next regular council meeting.

Once approved, this list will be provided for each of the organizations designated therein to make them aware of any change in Edgewood's representation.

Item History:

Recommended Action:

Hold a discussion and provide staff directions for Commission and Board Liaisons to be brought forward on the consent agenda of the next regular council meeting.

Fiscal Note/Consideration:



2023 External Board Council Representatives

Organization	Representative(s)	2023 Meeting Information
Pierce County Regional Council	<i>Councilmember John West Councilmember Nate Lowry (Alt)</i>	Meets the 3 rd Thursday of each month (no meetings in August or December) - 6:00 pm Pierce County Annex (<i>with the exception of the General Assembly meeting</i>) Tiffany Ailment (253) 798-3226
Pierce County Cities & Towns Association	<i>Mayor Daryl Eiding Councilmember Mark Creley (Alt)</i>	Zoom meeting 1 st Thursday of each month – 6:00pm Paul Loveless, paulloveless@ci.steilicoom.wa.us
FME Chamber of Commerce	<i>Councilmember Erica Buckley Councilmember Christi Keith (Alt)</i>	Chamber Luncheon Meets the 2 nd Wednesday of each month – 11:30am at 5580 Pacific Hwy E, Fife (Emerald Queen Conf. Center) Steve Lindberg (253) 922-9320 - steve@fmechamber.org
Mt. View Edgewood Water Company	<i>Councilmember Christi Keith Councilmember Nate Lowry (Alt)</i>	Meets the 2 nd Wednesday of each month – 6:00pm – as long as it falls on or after the 10 th . If so, default to the next Wednesday. Meets at the Mt. View Edgewood Water Company – Mike Craig, 253-863-7348 – mikec@mtviewwater.com
South Sound Housing Affordability Partners Steering Committee	<i>Mayor Daryl Eiding Councilmember Christi Keith (Alt)</i>	Meets the 1 st Friday of each month – 8:30am – 10:00am. John Howell, john@cedarrivergroup.com



Exhibit B

2023 Council Liaisons to COE Commission and Boards

COE Boards/Commissions	Council Liaison(s)	Monthly Meeting Information
Planning Commission	Councilmember: <i>(Vacant)</i> Councilmember: <i>Rosanne Tomy</i>	Date/Time: 2 nd Monday @ 6:00 p.m. Staff Contacts: <i>Lauren Balisky and Evan Hietpas</i>
Economic Development Advisory Board (EDAB)	Councilmember: <i>Erica Buckley</i> Councilmember: <i>Rosanne Tomy</i>	Date/Time: 1 st Monday @ 6:00 p.m. Staff Contacts: <i>Lauren Balisky and Morgan Dorner</i>
Parks & Recreation Advisory Board (PRAB)	Councilmember: <i>Rosanne Tomy</i> Councilmember: <i>Mark Creley (Alt)</i>	Date/Time: 1 st Wednesday @ 6:00 p.m. Staff Contacts: <i>Jeremy Metzler, Matthew Ray, and Jill Schwerzler-Herrera</i>

2023 Council Subcommittee Representation

Council Subcommittee	Council Representatives	Monthly Meeting Information
Equity, Diversity and Inclusion (EDI) Council Subcommittee	Councilmember: <i>Rosanne Tomy</i> Councilmember: <i>Erica Buckley</i> Councilmember <i>Nate Lowry</i> Councilmember: <i>John West (Alt)</i>	Date/Time: 2 nd Tuesday @ 6:00 p.m. via Zoom



City Of Edgewood Council Agenda Summary Sheet

Subject: Deputy Mayor Nominations	Agenda Item #:
	For Agenda of: 1/2/2024
	Prepared by:
Attachments (list):	
Approval of Materials:	Expenditure Required:
	Amount Budgeted:
	Timeline: 01/02/2024 - Reminder for nominations for Deputy Mayor at the 01/09/2024 RCM 01/09/2024 - Nominations for Deputy Mayor

Summary Statement: Per Council Rules of Procedure, biennially at the first meeting of the council, the council may designate a Councilmember as Deputy Mayor. Mayor Eiding is asking for nominations to designate the Deputy Mayor.

Below is Section 3 and Section 4 of Council Rules of Procedures for Mayor and Deputy Mayor roles and responsibilities, and the appointment process.

SECTION 3. MAYOR AND DEPUTY MAYOR

3.1 Presiding Officer Duties. The Mayor shall preside at all meetings of the Council, and in the absence of the Mayor, the Deputy Mayor will act in that capacity. If both the Mayor and Deputy Mayor are absent, the Councilmembers present shall elect one of its members to serve as Presiding Officer until the return of the Mayor or Deputy Mayor.

The responsibilities of the Mayor, Deputy Mayor or Presiding Officer shall be as follows:

1. He or she shall preserve order and decorum in the Council chambers;
2. He or she shall observe and enforce all procedural rules adopted by the Council;
3. He or she shall decide all questions on order in accordance with these rules, subject to appeal by any Councilmember;
4. He or she recognize Councilmembers in the order in which they request the floor (Councilmembers shall wait to be recognized before speaking);
5. He or she shall state the applicable public hearing procedures before each public hearing;
6. He or she shall announce executive sessions held during regular or special Council meetings;
7. He or she shall indicate the names of the Councilmembers making the motion and second;
8. He or she shall summarize consensus at the conclusion of discussions when the Council concurs or agrees to an item that does not require a formal motion;
9. He or she (or his/her designee) shall read the title of the ordinance prior to voting;
10. He or she shall appoint Councilmembers to serve on ad hoc committees as deemed necessary;

11. He or she will determine ongoing dedicated schedules for regular study sessions, special Council meetings, executive sessions;
12. He or she will approve the Council agenda; and
13. Mayor may send issues directly to a Council study session for review in lieu of or prior to being referred to a regular Council meeting;

3.2 **Mayoral Tie-Breaking Authority and Veto Power.** Pursuant to Chapter 35A.12 RCW, the Mayor shall have the following authority with respect to voting and the veto of ordinances:

- (1) The Mayor shall have a vote only in the case of a tie in the votes of the Councilmembers with respect to matters other than the passage of any ordinance, grant, or revocation of franchise or license, or any resolution for the payment of money.
- (2) The Mayor shall have the power to veto ordinances passed by the Council and submitted to him or her as provided in Chapter 35A.12 RCW. Every ordinance which passes the Council in order to become valid must be presented to the Mayor; if the Mayor approves it, he or she shall sign it, but if not, the Mayor shall return it with his or her written objections to the Council and the Council shall cause his or her objections to be entered at large into the meeting minutes and proceed to a reconsideration thereof. If upon reconsideration a majority plus one of the whole Council, voting upon a call of ayes and nays, favor its passage, the ordinance shall become valid notwithstanding the Mayor's veto. If the Mayor fails for ten days to either approve or veto an ordinance, it shall become valid without his or her approval.

3.3 **Mayor's Statutory Authority and Ceremonial Duties of Mayor.**

- (1) The Mayor's duties and authority are as set forth in RCW 35A.12.100 and .090, as well as other statutes relating to Mayors in cities organized under the Optional Municipal Code (Title 35A RCW).
- (2) The Mayor shall make an annual State of the City report during a regularly scheduled Council meeting.
- (3) The Mayor shall represent the City at functions and meetings with other jurisdictions/organizations

SECTION 4. PRO TEMPORE AND DEPUTY MAYOR APPOINTMENTS

4.1 Biennially at the first meeting of the Council, or periodically thereafter, the Council may designate a Councilmember as Mayor Pro Tempore or Deputy Mayor for such period as may be specified by the Council. The Deputy Mayor shall serve in the absence or temporary disability of the Mayor.

4.2 Alternatively, the Council may, as the need may arise, appoint any qualified person to serve as Mayor Pro Tempore in the absence or disability of the Mayor.

4.3 Appointment of a Councilmember to preside over a meeting shall not in any way abridge his or her right to vote on matters coming before the Council at such meeting.

4.4 In the event of the extended excused absence or disability of a Councilmember, the remaining members by majority vote may appoint a Councilmember Pro Tempore to serve during the absence or disability.

Item History:

Recommended Action:

Reminder for councilmembers to bring forward nominations at the next regular council meeting of January 9, 2024.

Fiscal Note/Consideration:



City Of Edgewood Council Agenda Summary Sheet

Subject: Chrisella Road Safety Improvements - Construction Contract	Agenda Item #:
	For Agenda of: 1/2/2024
	Prepared by: Jeremy Metzler
Attachments (list): 1. Call for Bids - Chrisella Road East Safety Improvements 2. Bid Tab - Chrisella Road E Safety Improvements 3. RW Scott Construction 12-1-2023 1046 am 4. Misc. Local Agency Contract 5. Misc. PW Payment Bond 272-003A 6. Misc. PW Performance Bond 272-002A	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director Dave Gray	Expenditure Required: \$1,325,612.79
	Amount Budgeted: up to \$1,728,810 (Federal Funds)
	Timeline: 01/02/2024 SS 01/09/2024 RCM

Summary Statement:

As authorized by the City Council under Resolutions 21-0603, 22-0630, 22-0645, 22-0648, 23-0656, and 23-0688, staff has been working with Gray & Osborne (G&O) to develop construction plans and specifications for the Chrisella Road Safety Improvement project. A site development permit was issued for the work in October 2023, and staff obtained authorization from WSDOT to advertise for construction bids soon thereafter.

On October 31, 2023, the City advertised a Call for Bids in the Tacoma News Tribune, the Daily Journal of Commerce, and the City's website (<https://www.cityofedgewood.org/bids.aspx?bidID=26>), with information being hosted on G&O's website: <https://gobids.grayandosborne.com/biddocs/index.cfm>. Addenda were published for all registered plan holders to view on November 16, November 27, and November 28. Bids were received and opened at City Hall on December 1, 2023, and attached is the bid tab summary.

Following review of the lowest apparent bidder's proposal (attached) with G&O, WSDOT has concurred with the City that the lowest responsive, responsible bidder was R.W. Scott Construction Co. Staff is seeking Council direction on whether or not to proceed with contract award and execution. Also attached for Council's information are the proposed construction contract and bond forms.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Chrisella Road Safety Improvements - Construction Contract

Fiscal Note/Consideration:

This project is fully funded with federal grant dollars through WSDOT's Highway Safety Improvement Program. The Engineer's Estimate for the project was \$1,603,710.00. Out of the 11 bids received, 7 of them were under the Engineer's Estimate.

CALL FOR BIDS
CITY OF EDGEWOOD
CHRISELLA ROAD EAST SAFETY IMPROVEMENTS
ENGINEER'S ESTIMATE \$1,603,710

Sealed Proposals will be received by the undersigned at the City of Edgewood, City Clerk at 2224 104th Avenue East, Edgewood, Washington 98372, up to 11:00 a.m.; local time on Friday, December 1, 2023, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct the Chrisella Road East Safety Improvements.

The project includes safety improvements on Chrisella Road East between 36th Street East and 48th Street East, including the installation of storm system improvements, shoulder widening, paving, beam guardrail, permanent signing, pavement marking, radar speed feedback signs and perimeter lit curve warning signs, surface restoration, traffic control and other related work items.

The Work shall be physically complete within 90 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, cashiers check, or Proposal bond payable to the "City of Edgewood City Council" and in an amount of not less than five percent (5%) of the total Proposal amount.

The City of Edgewood, in accordance with Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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

Financing of the Project has been provided by City of Edgewood, Washington, and a Federal Grant Administered by the Washington State Department of Transportation, and includes a DBE goal of 19%. The City of Edgewood expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsive, responsible bidder as it best serves the interests of the Town.

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

Daily Journal of Commerce Publish: October 31, 2023 and November 15, 2023

Tacoma News Tribune Publish: October 31, 2023 and November 7, 2023

	BIDDER			ENGINEER'S ESTIMATE		RW SCOTT CONSTRUCTION		ACTIVE CONSTRUCTION, INC.		MIKE MCCLUNG CONSTRUCTION CO.		TUCCI & SONS, INC.		RODARTE CONSTRUCTION, INC.	
	BIDDER ADDRESS					4005 West Valley Highway North Auburn, WA 98001		5110 River Road East Tacoma, WA 98443		P.O. Box 1189 Buckley, WA 98321		4224 Waller Road Tacoma, WA 98443		17 East Valley Highway East Auburn, WA 98092	
	WASHINGTON STATE WORKMAN'S COMP. ACCT					579,092-00		200,933-00		032,783-00		700,260-00		388,601-00	
	WASHINGTON STATE CONTRACTOR'S REG. NUM					RWSCOC229MU		ACTIVCH164JL		MIKEMCC981KB		TUCCIS*379N0		RODARI*225D9	
	BID BOND OR OTHER GOOD FAITH TOKEN					5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND	
NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Minor Change	1	CALC	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2	Roadway Survey	1	LS	\$28,000.00	\$28,000.00	\$15,252.00	\$15,252.00	\$12,800.00	\$12,800.00	\$15,000.00	\$15,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00
3	Licensed Survey	1	FA	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
4	Record Drawings (Min. Bid \$500)	1	LS	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$600.00	\$600.00
5	SPCC Plan	1	LS	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$150.00	\$150.00	\$250.00	\$250.00	\$250.00	\$250.00	\$200.00	\$200.00
6	Mobilization	1	LS	\$145,000.00	\$145,000.00	\$80,000.00	\$80,000.00	\$119,985.00	\$119,985.00	\$140,000.00	\$140,000.00	\$70,000.00	\$70,000.00	\$122,000.00	\$122,000.00
7	Flaggers	216	HR	\$60.00	\$12,960.00	\$119.93	\$25,904.88	\$82.00	\$17,712.00	\$80.00	\$17,280.00	\$71.00	\$15,336.00	\$70.00	\$15,120.00
8	Other Traffic Control Labor	32	HR	\$60.00	\$1,920.00	\$119.93	\$3,837.76	\$82.00	\$2,624.00	\$80.00	\$2,560.00	\$76.00	\$2,432.00	\$70.00	\$2,240.00
9	Construction Signs Class A	340	SF	\$30.00	\$10,200.00	\$5.13	\$1,744.20	\$16.00	\$5,440.00	\$30.00	\$10,200.00	\$28.00	\$9,520.00	\$32.00	\$10,880.00
10	Other Temporary Traffic Control	1	LS	\$10,000.00	\$10,000.00	\$1,742.50	\$1,742.50	\$7,225.00	\$7,225.00	\$21,000.00	\$21,000.00	\$18,000.00	\$18,000.00	\$4,500.00	\$4,500.00
11	Traffic Control Supervisor	1	LS	\$12,000.00	\$12,000.00	\$26,014.50	\$26,014.50	\$25,500.00	\$25,500.00	\$60,000.00	\$60,000.00	\$82,000.00	\$82,000.00	\$12,000.00	\$12,000.00
12	Portable Changeable Message Sign	6,048	HR	\$5.00	\$30,240.00	\$0.60	\$3,628.80	\$1.65	\$9,979.20	\$3.00	\$18,144.00	\$2.50	\$15,120.00	\$4.00	\$24,192.00
13	Clearing and Grubbing	1	LS	\$20,000.00	\$20,000.00	\$11,258.96	\$11,258.96	\$35,000.00	\$35,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$24,000.00	\$24,000.00
14	Removal of Structures and Obstructions	1	LS	\$50,000.00	\$50,000.00	\$8,322.80	\$8,322.80	\$24,239.80	\$24,239.80	\$30,000.00	\$30,000.00	\$58,000.00	\$58,000.00	\$15,000.00	\$15,000.00
15	Roadway Excavation, Incl. Haul	830	CY	\$55.00	\$45,650.00	\$50.00	\$41,500.00	\$57.75	\$47,932.50	\$55.00	\$45,650.00	\$56.00	\$46,480.00	\$60.00	\$49,800.00
16	Unsuitable Excavation Foundation, Incl. Haul	80	CY	\$55.00	\$4,400.00	\$100.00	\$8,000.00	\$74.25	\$5,940.00	\$80.00	\$6,400.00	\$56.00	\$4,480.00	\$60.00	\$4,800.00
17	Gravel Borrow, Incl. Haul	905	TN	\$45.00	\$40,725.00	\$30.65	\$27,738.25	\$37.00	\$33,485.00	\$30.00	\$27,150.00	\$49.00	\$44,345.00	\$45.00	\$40,725.00
18	Potholing	25	EA	\$700.00	\$17,500.00	\$293.73	\$7,343.25	\$271.50	\$6,787.50	\$1,200.00	\$30,000.00	\$200.00	\$5,000.00	\$700.00	\$17,500.00
19	Controlled Density Fill	10	CY	\$250.00	\$2,500.00	\$512.50	\$5,125.00	\$253.00	\$2,530.00	\$150.00	\$1,500.00	\$250.00	\$2,500.00	\$300.00	\$3,000.00
20	Locate Existing Utilities	1	LS	\$5,000.00	\$5,000.00	\$6,873.55	\$6,873.55	\$55.00	\$55.00	\$20,000.00	\$20,000.00	\$250.00	\$250.00	\$4,000.00	\$4,000.00
21	Crushed Surfacing Base Course	1,340	TN	\$50.00	\$67,000.00	\$37.00	\$49,580.00	\$41.50	\$55,610.00	\$40.00	\$53,600.00	\$49.00	\$65,660.00	\$45.00	\$60,300.00
22	Permeable Ballast	400	TN	\$60.00	\$24,000.00	\$49.29	\$19,716.00	\$47.00	\$18,800.00	\$40.00	\$16,000.00	\$75.00	\$30,000.00	\$50.00	\$20,000.00
23	Temporary HMA	100	TN	\$200.00	\$20,000.00	\$148.54	\$14,854.00	\$221.00	\$22,100.00	\$250.00	\$25,000.00	\$100.00	\$10,000.00	\$165.00	\$16,500.00
24	HMA Cl. 1/2" PG 58H-22	760	TN	\$130.00	\$98,800.00	\$250.00	\$190,000.00	\$124.00	\$94,240.00	\$150.00	\$114,000.00	\$124.00	\$94,240.00	\$145.00	\$110,200.00
25	Job Mix Compliance Price Adjustment	1	CALC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26	Compaction Price Adjustment	1	CALC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27	CPEP Storm Sewer Pipe, 12 In. Diam. (Incl. Bedding)	420	LF	\$75.00	\$31,500.00	\$54.00	\$22,680.00	\$56.70	\$23,814.00	\$60.00	\$25,200.00	\$75.00	\$31,500.00	\$105.00	\$44,100.00
28	CPEP Storm Sewer Pipe, 15 In. Diam. (Incl. Bedding)	1,070	LF	\$100.00	\$107,000.00	\$57.00	\$60,990.00	\$63.40	\$67,838.00	\$65.00	\$69,550.00	\$85.00	\$90,950.00	\$72.00	\$77,040.00
29	DI Storm Sewer Pipe, 12 In. Diam. (Incl. Bedding)	2,020	LF	\$125.00	\$252,500.00	\$97.00	\$195,940.00	\$106.00	\$214,120.00	\$110.00	\$222,200.00	\$120.00	\$242,400.00	\$120.00	\$242,400.00
30	Area Drain	3	EA	\$1,000.00	\$3,000.00	\$832.81	\$2,498.43	\$981.00	\$2,943.00	\$1,500.00	\$4,500.00	\$1,800.00	\$5,400.00	\$1,400.00	\$4,200.00
31	Concrete Inlet	17	EA	\$2,000.00	\$34,000.00	\$1,093.04	\$18,581.68	\$1,563.00	\$26,571.00	\$1,800.00	\$30,600.00	\$2,000.00	\$34,000.00	\$1,800.00	\$30,600.00
32	Catch Basin, Type 1	3	EA	\$2,500.00	\$7,500.00	\$1,238.59	\$3,715.77	\$2,854.00	\$8,562.00	\$2,000.00	\$6,000.00	\$2,200.00	\$6,600.00	\$2,000.00	\$6,000.00
33	Catch Basin, Type 1L	8	EA	\$3,000.00	\$24,000.00	\$1,388.24	\$11,105.92	\$1,828.00	\$14,624.00	\$2,000.00	\$16,000.00	\$2,400.00	\$19,200.00	\$2,100.00	\$16,800.00
34	Adjust Catch Basin	2	EA	\$700.00	\$1,400.00	\$289.57	\$579.14	\$961.00	\$1,922.00	\$1,000.00	\$2,000.00	\$850.00	\$1,700.00	\$600.00	\$1,200.00

	BIDDER			ENGINEER'S ESTIMATE		RW SCOTT CONSTRUCTION		ACTIVE CONSTRUCTION, INC.		MIKE MCCLUNG CONSTRUCTION CO.		TUCCI & SONS, INC.		RODARTE CONSTRUCTION, INC.	
35	Removal of Unsuitable Material (Trench)	100	CY	\$60.00	\$6,000.00	\$100.00	\$10,000.00	\$72.50	\$7,250.00	\$45.00	\$4,500.00	\$56.00	\$5,600.00	\$80.00	\$8,000.00
36	Bank Run Gravel for Trench Backfill	1,800	TN	\$30.00	\$54,000.00	\$32.76	\$58,968.00	\$20.00	\$36,000.00	\$25.00	\$45,000.00	\$1.00	\$1,800.00	\$45.00	\$81,000.00
37	Trench Excavation Safety Systems	1	LS	\$4,000.00	\$4,000.00	\$2,255.00	\$2,255.00	\$150.00	\$150.00	\$1,500.00	\$1,500.00	\$250.00	\$250.00	\$100.00	\$100.00
38	Plugging Existing Pipe	18	EA	\$300.00	\$5,400.00	\$300.00	\$5,400.00	\$174.00	\$3,132.00	\$350.00	\$6,300.00	\$200.00	\$3,600.00	\$250.00	\$4,500.00
39	Adjust Valve Box	9	EA	\$600.00	\$5,400.00	\$250.00	\$2,250.00	\$344.00	\$3,096.00	\$500.00	\$4,500.00	\$450.00	\$4,050.00	\$550.00	\$4,950.00
40	Adjust Meter Box	1	EA	\$600.00	\$600.00	\$250.00	\$250.00	\$286.00	\$286.00	\$500.00	\$500.00	\$450.00	\$450.00	\$180.00	\$180.00
41	Erosion Control and Water Pollution	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$11,000.00	\$11,000.00	\$12,000.00	\$12,000.00	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00
42	High Visibility Silt Fence	1,500	LF	\$6.00	\$9,000.00	\$4.00	\$6,000.00	\$6.00	\$9,000.00	\$6.00	\$9,000.00	\$8.00	\$12,000.00	\$6.50	\$9,750.00
43	Seeding, Fertilizing and Mulching	2.0	AC	\$5,000.00	\$10,000.00	\$2,500.00	\$5,000.00	\$6,000.00	\$12,000.00	\$0.50	\$1.00	\$1,500.00	\$3,000.00	\$4,000.00	\$8,000.00
44	Topsoil, Type A	100	CY	\$75.00	\$7,500.00	\$63.00	\$6,300.00	\$75.00	\$7,500.00	\$0.01	\$1.00	\$90.00	\$9,000.00	\$80.00	\$8,000.00
45	Bark or Wood Chip Mulch	50	CY	\$75.00	\$3,750.00	\$59.00	\$2,950.00	\$84.00	\$4,200.00	\$0.02	\$1.00	\$100.00	\$5,000.00	\$80.00	\$4,000.00
46	Property Restoration	1	CALC	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
47	Raised Pavement Marker, Type 2	1.2	HD	\$750.00	\$900.00	\$1,722.00	\$2,066.40	\$1,800.00	\$2,160.00	\$1,500.00	\$1,800.00	\$1,700.00	\$2,040.00	\$1,800.00	\$2,160.00
48	Beam Guardrail, Type 31, 9-Foot Long Post	1,220	LF	\$55.00	\$67,100.00	\$69.80	\$85,156.00	\$56.00	\$68,320.00	\$60.00	\$73,200.00	\$58.00	\$70,760.00	\$58.00	\$70,760.00
49	Beam Guardrail, Type 31, Non-Flared Terminal	8	EA	\$5,500.00	\$44,000.00	\$4,250.00	\$34,000.00	\$4,800.00	\$38,400.00	\$3,500.00	\$28,000.00	\$5,000.00	\$40,000.00	\$5,000.00	\$40,000.00
50	Mailbox Support, Type 1	13	EA	\$600.00	\$7,800.00	\$350.00	\$4,550.00	\$600.00	\$7,800.00	\$600.00	\$7,800.00	\$800.00	\$10,400.00	\$500.00	\$6,500.00
51	Radar Speed Feedback Sign	2	EA	\$17,000.00	\$34,000.00	\$14,350.00	\$28,700.00	\$15,000.00	\$30,000.00	\$8,500.00	\$17,000.00	\$15,000.00	\$30,000.00	\$16,000.00	\$32,000.00
52	Blinker Chevron Sign	12	EA	\$9,300.00	\$111,600.00	\$6,970.00	\$83,640.00	\$7,300.00	\$87,600.00	\$4,800.00	\$57,600.00	\$7,500.00	\$90,000.00	\$7,500.00	\$90,000.00
53	Permanent Signing	1	LS	\$5,090.00	\$5,090.00	\$3,800.00	\$3,800.00	\$3,700.00	\$3,700.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00
54	Removing Plastic Line	4,380	LF	\$1.25	\$5,475.00	\$2.50	\$10,950.00	\$2.15	\$9,417.00	\$2.00	\$8,760.00	\$2.25	\$9,855.00	\$2.25	\$9,855.00
55	Profiled Plastic Double Yellow Line	13,200	LF	\$6.00	\$79,200.00	\$5.50	\$72,600.00	\$5.00	\$66,000.00	\$4.00	\$52,800.00	\$5.50	\$72,600.00	\$5.50	\$72,600.00
56	Plastic Stop Line	25	LF	\$44.00	\$1,100.00	\$50.00	\$1,250.00	\$52.00	\$1,300.00	\$20.00	\$500.00	\$54.00	\$1,350.00	\$55.00	\$1,375.00
	Subtotal				\$1,603,710.00		\$1,324,612.79		\$1,340,340.00		\$1,399,047.00		\$1,439,618.00		\$1,488,627.00
	Sales Tax @ 0% (Per W.S. Revenue				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	TOTAL CONSTRUCTION COST				\$1,603,710.00		\$1,324,612.79		\$1,340,340.00		\$1,399,047.00		\$1,439,618.00		\$1,488,627.00

	BIDDER			STRICKLAND AND SONS EXCAVATION, LLC		MILES RESOURCES, LLC		NORTHWEST CASCADE, INC.		SOUND PACIFIC CONSTRUCTION, LLC		REED TRUCKING & EXCAVATING, INC.		WESTWATER CONSTRUCTION CO.	
	BIDDER ADDRESS			28008 Hinkleman Road Buckley, WA 98321		400 Valley Avenue NE Puyallup, WA 98372		P.O. Box 73399 Puyallup, WA 98373		6708 144th Street NW, Ste. A Gig Harbor, WA 98383		11616 24th Avenue East Tacoma, WA 98445		P.O. Box 59237 Renton, WA 98058	
	WASHINGTON STATE WORKMAN'S COMP. ACCT			628,880-00		183,696-00		265,081-00		626,238-00		893,104-00		559,997-00	
	WASHINGTON STATE CONTRACTOR'S REG. NUM			STRICSE881QB		MILESRL897RK		NORTHCH148BG		SOUNDPC642J8		REEDTEI016JW		WESTWCC110KD	
	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
1	Minor Change		1 CALC	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2	Roadway Survey		1 LS	\$30,000.00	\$30,000.00	\$17,390.00	\$17,390.00	\$16,500.00	\$16,500.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$16,500.00	\$16,500.00
3	Licensed Survey		1 FA	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
4	Record Drawings (Min. Bid \$500)		1 LS	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
5	SPCC Plan		1 LS	\$1,725.00	\$1,725.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
6	Mobilization		1 LS	\$118,000.00	\$118,000.00	\$84,500.00	\$84,500.00	\$167,000.00	\$167,000.00	\$140,000.00	\$140,000.00	\$125,000.00	\$125,000.00	\$170,000.00	\$170,000.00
7	Flaggers		216 HR	\$60.00	\$12,960.00	\$64.50	\$13,932.00	\$70.00	\$15,120.00	\$75.00	\$16,200.00	\$75.00	\$16,200.00	\$80.00	\$17,280.00
8	Other Traffic Control Labor		32 HR	\$65.00	\$2,080.00	\$70.00	\$2,240.00	\$92.00	\$2,944.00	\$80.00	\$2,560.00	\$85.00	\$2,720.00	\$125.00	\$4,000.00
9	Construction Signs Class A		340 SF	\$14.00	\$4,760.00	\$15.50	\$5,270.00	\$38.00	\$12,920.00	\$35.00	\$11,900.00	\$30.00	\$10,200.00	\$1.00	\$340.00
10	Other Temporary Traffic Control		1 LS	\$15,500.00	\$15,500.00	\$2,750.00	\$2,750.00	\$3,650.00	\$3,650.00	\$15,000.00	\$15,000.00	\$12,500.00	\$12,500.00	\$15,000.00	\$15,000.00
11	Traffic Control Supervisor		1 LS	\$19,000.00	\$19,000.00	\$28,100.00	\$28,100.00	\$55,000.00	\$55,000.00	\$70,000.00	\$70,000.00	\$40,000.00	\$40,000.00	\$85,000.00	\$85,000.00
12	Portable Changeable Message Sign		6,048 HR	\$4.00	\$24,192.00	\$3.75	\$22,680.00	\$4.00	\$24,192.00	\$6.00	\$36,288.00	\$3.00	\$18,144.00	\$3.00	\$18,144.00
13	Clearing and Grubbing		1 LS	\$79,000.00	\$79,000.00	\$136,457.00	\$136,457.00	\$6,250.00	\$6,250.00	\$28,000.00	\$28,000.00	\$15,000.00	\$15,000.00	\$40,000.00	\$40,000.00
14	Removal of Structures and Obstructions		1 LS	\$22,000.00	\$22,000.00	\$65,555.00	\$65,555.00	\$54,000.00	\$54,000.00	\$75,000.00	\$75,000.00	\$15,000.00	\$15,000.00	\$40,000.00	\$40,000.00
15	Roadway Excavation, Incl. Haul		830 CY	\$42.00	\$34,860.00	\$54.50	\$45,235.00	\$39.00	\$32,370.00	\$28.00	\$23,240.00	\$70.00	\$58,100.00	\$50.00	\$41,500.00
16	Unsuitable Excavation Foundation, Incl. Haul		80 CY	\$45.00	\$3,600.00	\$62.50	\$5,000.00	\$125.00	\$10,000.00	\$100.00	\$8,000.00	\$80.00	\$6,400.00	\$25.00	\$2,000.00
17	Gravel Borrow, Incl. Haul		905 TN	\$35.75	\$32,353.75	\$44.00	\$39,820.00	\$39.00	\$35,295.00	\$32.00	\$28,960.00	\$40.00	\$36,200.00	\$35.00	\$31,675.00
18	Potholing		25 EA	\$350.00	\$8,750.00	\$665.00	\$16,625.00	\$475.00	\$11,875.00	\$250.00	\$6,250.00	\$300.00	\$7,500.00	\$1,000.00	\$25,000.00
19	Controlled Density Fill		10 CY	\$240.00	\$2,400.00	\$199.00	\$1,990.00	\$320.00	\$3,200.00	\$800.00	\$8,000.00	\$200.00	\$2,000.00	\$350.00	\$3,500.00
20	Locate Existing Utilities		1 LS	\$9,300.00	\$9,300.00	\$6,900.00	\$6,900.00	\$9,000.00	\$9,000.00	\$14,000.00	\$14,000.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
21	Crushed Surfacing Base Course		1,340 TN	\$41.00	\$54,940.00	\$59.75	\$80,065.00	\$45.50	\$60,970.00	\$60.00	\$80,400.00	\$50.00	\$67,000.00	\$60.00	\$80,400.00
22	Permeable Ballast		400 TN	\$47.00	\$18,800.00	\$68.50	\$27,400.00	\$53.00	\$21,200.00	\$70.00	\$28,000.00	\$75.00	\$30,000.00	\$85.00	\$34,000.00
23	Temporary HMA		100 TN	\$234.00	\$23,400.00	\$120.00	\$12,000.00	\$205.00	\$20,500.00	\$300.00	\$30,000.00	\$300.00	\$30,000.00	\$200.00	\$20,000.00
24	HMA Cl. 1/2" PG 58H-22		760 TN	\$135.00	\$102,600.00	\$118.50	\$90,060.00	\$284.00	\$215,840.00	\$240.00	\$182,400.00	\$260.00	\$197,600.00	\$330.00	\$250,800.00
25	Job Mix Compliance Price Adjustment		1 CALC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26	Compaction Price Adjustment		1 CALC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27	CPEP Storm Sewer Pipe, 12 In. Diam. (Incl. Bedding)		420 LF	\$70.50	\$29,610.00	\$65.20	\$27,384.00	\$61.00	\$25,620.00	\$80.00	\$33,600.00	\$90.00	\$37,800.00	\$200.00	\$84,000.00
28	CPEP Storm Sewer Pipe, 15 In. Diam. (Incl. Bedding)		1,070 LF	\$80.00	\$85,600.00	\$69.60	\$74,472.00	\$67.00	\$71,690.00	\$95.00	\$101,650.00	\$135.00	\$144,450.00	\$85.00	\$90,950.00
29	DI Storm Sewer Pipe, 12 In. Diam. (Incl. Bedding)		2,020 LF	\$120.50	\$243,410.00	\$116.55	\$235,431.00	\$111.50	\$225,230.00	\$125.00	\$252,500.00	\$150.00	\$303,000.00	\$100.00	\$202,000.00
30	Area Drain		3 EA	\$1,500.00	\$4,500.00	\$1,575.00	\$4,725.00	\$1,400.00	\$4,200.00	\$1,600.00	\$4,800.00	\$1,500.00	\$4,500.00	\$100.00	\$300.00
31	Concrete Inlet		17 EA	\$1,525.00	\$25,925.00	\$1,910.00	\$32,470.00	\$1,750.00	\$29,750.00	\$2,000.00	\$34,000.00	\$1,700.00	\$28,900.00	\$1,500.00	\$25,500.00
32	Catch Basin, Type 1		3 EA	\$1,630.00	\$4,890.00	\$2,065.00	\$6,195.00	\$1,900.00	\$5,700.00	\$2,300.00	\$6,900.00	\$1,800.00	\$5,400.00	\$3,500.00	\$10,500.00
33	Catch Basin, Type 1L		8 EA	\$1,775.00	\$14,200.00	\$2,170.00	\$17,360.00	\$2,050.00	\$16,400.00	\$2,500.00	\$20,000.00	\$2,100.00	\$16,800.00	\$3,500.00	\$28,000.00
34	Adjust Catch Basin		2 EA	\$550.00	\$1,100.00	\$680.00	\$1,360.00	\$525.00	\$1,050.00	\$900.00	\$1,800.00	\$750.00	\$1,500.00	\$750.00	\$1,500.00

	BIDDER			STRICKLAND AND SONS EXCAVATION, LLC		MILES RESOURCES, LLC		NORTHWEST CASCADE, INC.		SOUND PACIFIC CONSTRUCTION, LLC		REED TRUCKING & EXCAVATING, INC.		WESTWATER CONSTRUCTION CO.	
35	Removal of Unsuitable Material (Trench)	100	CY	\$45.00	\$4,500.00	\$92.75	\$9,275.00	\$100.00	\$10,000.00	\$55.00	\$5,500.00	\$70.00	\$7,000.00	\$25.00	\$2,500.00
36	Bank Run Gravel for Trench Backfill	1,800	TN	\$34.25	\$61,650.00	\$3.00	\$5,400.00	\$44.00	\$79,200.00	\$26.00	\$46,800.00	\$40.00	\$72,000.00	\$0.01	\$18.00
37	Trench Excavation Safety Systems	1	LS	\$500.00	\$500.00	\$38,000.00	\$38,000.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
38	Plugging Existing Pipe	18	EA	\$270.00	\$4,860.00	\$338.50	\$6,093.00	\$575.00	\$10,350.00	\$160.00	\$2,880.00	\$300.00	\$5,400.00	\$400.00	\$7,200.00
39	Adjust Valve Box	9	EA	\$350.00	\$3,150.00	\$680.00	\$6,120.00	\$595.00	\$5,355.00	\$700.00	\$6,300.00	\$500.00	\$4,500.00	\$1,000.00	\$9,000.00
40	Adjust Meter Box	1	EA	\$350.00	\$350.00	\$680.00	\$680.00	\$595.00	\$595.00	\$450.00	\$450.00	\$500.00	\$500.00	\$100.00	\$100.00
41	Erosion Control and Water Pollution	1	LS	\$12,000.00	\$12,000.00	\$27,595.00	\$27,595.00	\$26,000.00	\$26,000.00	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
42	High Visibility Silt Fence	1,500	LF	\$6.85	\$10,275.00	\$9.05	\$13,575.00	\$6.00	\$9,000.00	\$5.00	\$7,500.00	\$7.00	\$10,500.00	\$7.00	\$10,500.00
43	Seeding, Fertilizing and Mulching	2.0	AC	\$6,000.00	\$12,000.00	\$5,932.50	\$11,865.00	\$8,800.00	\$17,600.00	\$6,000.00	\$12,000.00	\$5,000.00	\$10,000.00	\$6,500.00	\$13,000.00
44	Topsoil, Type A	100	CY	\$60.00	\$6,000.00	\$73.50	\$7,350.00	\$77.00	\$7,700.00	\$95.00	\$9,500.00	\$80.00	\$8,000.00	\$100.00	\$10,000.00
45	Bark or Wood Chip Mulch	50	CY	\$85.00	\$4,250.00	\$82.00	\$4,100.00	\$110.00	\$5,500.00	\$95.00	\$4,750.00	\$85.00	\$4,250.00	\$125.00	\$6,250.00
46	Property Restoration	1	CALC	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
47	Raised Pavement Marker, Type 2	1.2	HD	\$1,880.00	\$2,256.00	\$1,765.00	\$2,118.00	\$1,850.00	\$2,220.00	\$1,700.00	\$2,040.00	\$1,900.00	\$2,280.00	\$1,500.00	\$1,800.00
48	Beam Guardrail, Type 31, 9-Foot Long Post	1,220	LF	\$58.25	\$71,065.00	\$54.50	\$66,490.00	\$57.50	\$70,150.00	\$60.00	\$73,200.00	\$65.00	\$79,300.00	\$65.00	\$79,300.00
49	Beam Guardrail, Type 31, Non-Flared Terminal	8	EA	\$5,000.00	\$40,000.00	\$4,725.00	\$37,800.00	\$4,975.00	\$39,800.00	\$3,500.00	\$28,000.00	\$3,800.00	\$30,400.00	\$5,000.00	\$40,000.00
50	Mailbox Support, Type 1	13	EA	\$450.00	\$5,850.00	\$665.00	\$8,645.00	\$775.00	\$10,075.00	\$450.00	\$5,850.00	\$750.00	\$9,750.00	\$1,000.00	\$13,000.00
51	Radar Speed Feedback Sign	2	EA	\$15,600.00	\$31,200.00	\$14,700.00	\$29,400.00	\$15,000.00	\$30,000.00	\$15,000.00	\$30,000.00	\$17,000.00	\$34,000.00	\$16,000.00	\$32,000.00
52	Blinker Chevron Sign	12	EA	\$7,600.00	\$91,200.00	\$7,140.00	\$85,680.00	\$7,300.00	\$87,600.00	\$8,000.00	\$96,000.00	\$7,500.00	\$90,000.00	\$7,500.00	\$90,000.00
53	Permanent Signing	1	LS	\$3,900.00	\$3,900.00	\$3,675.00	\$3,675.00	\$3,800.00	\$3,800.00	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00	\$4,000.00	\$4,000.00
54	Removing Plastic Line	4,380	LF	\$2.25	\$9,855.00	\$2.10	\$9,198.00	\$2.20	\$9,636.00	\$2.00	\$8,760.00	\$2.25	\$9,855.00	\$3.00	\$13,140.00
55	Profiled Plastic Double Yellow Line	13,200	LF	\$5.50	\$72,600.00	\$5.25	\$69,300.00	\$5.50	\$72,600.00	\$6.00	\$79,200.00	\$5.25	\$69,300.00	\$6.00	\$79,200.00
56	Plastic Stop Line	25	LF	\$52.00	\$1,300.00	\$51.00	\$1,275.00	\$53.00	\$1,325.00	\$50.00	\$1,250.00	\$55.00	\$1,375.00	\$55.00	\$1,375.00
	Subtotal				\$1,501,716.75		\$1,571,000.00		\$1,681,472.00		\$1,738,928.00		\$1,741,824.00		\$1,785,272.00
	Sales Tax @ 0% (Per W.S. Revenue				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	TOTAL CONSTRUCTION COST				\$1,501,716.75		\$1,571,000.00		\$1,681,472.00		\$1,738,928.00		\$1,741,824.00		\$1,785,272.00
	Sealed bids were opened at the City of Edgewood, 2224 104th Avenue Ease, Edgewood, Washington 98372 on Friday, December 1, 2023, at 11:00 a.m. (local time).														
	I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.														
															
	TANI STAFFORD, P.E.														

CITY OF EDGEWOOD

PIERCE COUNTY

WASHINGTON



CONTRACT PROVISIONS

for

CHRISELLA ROAD EAST SAFETY IMPROVEMENTS

FEDERAL AID NO. HSIP 3209(007)

G&O #21621
OCTOBER 2023



CITY OF EDGEWOOD

PIERCE COUNTY

WASHINGTON



CONTRACT PROVISIONS

for

CHRISELLA ROAD EAST SAFETY IMPROVEMENTS

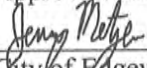
FEDERAL AID NO. HSIP 3209(007)



9/12/23

G&O #21621
OCTOBER 2023

Approved for Construction:



City of Edgewood

10/12/2023

Date



Gray & Osborne, Inc.
CONSULTING ENGINEERS

CALL FOR BIDS
CITY OF EDGEWOOD
CHRISELLA ROAD EAST SAFETY IMPROVEMENTS
ENGINEER'S ESTIMATE \$1,603,710

Sealed Proposals will be received by the undersigned at the City of Edgewood, City Clerk at 2224 104th Avenue East, Edgewood, Washington 98372, up to 11:00 a.m.; local time on Friday, December 1, 2023, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct the Chrisella Road East Safety Improvements.

The project includes safety improvements on Chrisella Road East between 36th Street East and 48th Street East, including the installation of storm system improvements, shoulder widening, paving, beam guardrail, permanent signing, pavement marking, radar speed feedback signs and perimeter lit curve warning signs, surface restoration, traffic control and other related work items.

The Work shall be physically complete within 90 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, cashiers check, or Proposal bond payable to the "City of Edgewood City Council" and in an amount of not less than five percent (5%) of the total Proposal amount.

The City of Edgewood, in accordance with Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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

Financing of the Project has been provided by City of Edgewood, Washington, and a Federal Grant Administered by the Washington State Department of Transportation, and includes a DBE goal of 19%. The City of Edgewood expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsive, responsible bidder as it best serves the interests of the Town.

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

Daily Journal of Commerce Publish: October 31, 2023 and November 15, 2023

Tacoma News Tribune Publish: October 31, 2023 and November 7, 2023

CONTRACT PROVISIONS

TABLE OF CONTENTS

CITY OF EDGEWOOD

CHRISELLA ROAD EAST SAFETY IMPROVEMENTS

PAGE NO.

CALL FOR BIDS

PART 1. BID DOCUMENTS

BIDDER'S CHECKLIST	BC-1
PROPOSAL	P-1 – P-21
LOCAL AGENCY PROPOSAL BOND	P-22

PART 2. AGREEMENT AND BONDS

LOCAL AGENCY CONTRACT	C-1 – C-2
LOCAL AGENCY PERFORMANCE BOND	B-1
LOCAL AGENCY PUBLIC WORKS PAYMENT BOND	B-2

**PART 3. REQUIRED CONTRACT PROVISIONS FEDERAL-AID
CONSTRUCTION CONTRACTS**

PART 4. SPECIAL PROVISIONS

DIVISION 1 – GENERAL REQUIREMENTS	1-1 TO 1-90
DIVISION 2 – EARTHWORK	2-1 TO 2-13
DIVISION 3 – AGGREGATE PRODUCTION AND ACCEPTANCE	3-1
DIVISION 4 – BASES	4-1
DIVISION 5 – SURFACE TREATMENTS AND PAVEMENTS	5-1 TO 5-37
DIVISION 7 – DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS	7-1 TO 7-10
DIVISION 8 – MISCELLANEOUS CONSTRUCTION	8-1 TO 8-13
DIVISION 9 – MATERIALS	9-1 TO 9-11

PART 5. WAGE RATES

WASHINGTON STATE PREVAILING WAGE RATES

FEDERAL WAGE RATES

PART 6. APPENDIX

Appendix A – Supplemental Bidder Responsibility Criteria

Appendix B – Stormwater Pollution Prevention Plan

Appendix C – Inadvertent Discovery of Archeological or Historical
Materials Plan

PART 1

BID DOCUMENTS

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-7) |
| b. | Certification for Federal Aid Contracts | (Page P-8) |
| c. | Non-Collusion Declaration | (Page P-9) |
| d. | Subcontractor List | (Page P-10) |
| e. | Disadvantaged Business Enterprise Utilization
Certification | (Pages P-11 – P-13) |
| f. | DBE Written Confirmation Document | (Page P-14) |
| g. | DBE Bid Item Breakdown Form | (Page P-15 – P-16) |
| h. | DBE Trucking Credit Form | (Page P-17 – P-18) |
| i. | Proposal Signature Page | (Page P-19) |
| j. | Certification of Compliance with Wage Payment Statutes | (Page P-20) |
| k. | Delinquent State Taxes | (Page P-21) |
| l. | Local Agency Proposal Bond | (Page P-22) |

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 | |

CHRISELLA ROAD EAST SAFETY IMPROVEMENTS

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.

PROPOSAL - Continued

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>		<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Minor Change (1-04.4(1))	1	CALC	\$ 10,000.00	\$ 10,000.00
2.	Roadway Survey (1-05.4)	1	LS	\$ 15,252.00	\$ 15,252.00
3.	Licensed Survey (1-05.4)	1	FA	\$ 3,000.00	\$ 3,000.00
4.	Record Drawings (Min. Bid \$500) (1-05.18)	1	LS	\$ 500.00	\$ 500.00
5.	SPCC Plan (1-07.15(1))	1	LS	\$ 500.00	\$ 500.00
6.	Mobilization (1-09.7)	1	LS	\$ 80,000.00	\$ 80,000.00
7.	Flaggers (1-10.5(2))	216	HR	\$ 119.93	\$ 25,904.88
8.	Other Traffic Control Labor (1-10.5(2))	32	HR	\$ 119.93	\$ 3,837.76
9.	Construction Signs Class A (1-10.5(2))	340	SF	\$ 5.13	\$ 1,744.20
10.	Other Temporary Traffic Control Devices (1-10.5(2))	1	LS	\$ 1,742.50	\$ 1,742.50
11.	Traffic Control Supervisor (1-10.5(2))	1	LS	\$ 26,014.50	\$ 26,014.50
12.	Portable Changeable Message Sign (1-10.5(2))	6,048	HR	\$ 0.60	\$ 3,628.80
13.	Clearing and Grubbing (2-01.5)	1	LS	\$ 11,258.96	\$ 11,258.96
14.	Removal of Structures and Obstructions (2-02.5)	1	LS	\$ 8,322.80	\$ 8,322.80
15.	Roadway Excavation, Incl. Haul (2-03.5)	830	CY	\$ 50.00	\$ 41,500.00
16.	Unsuitable Foundation Excavation, Incl. Haul (2-03.5)	80	CY	\$ 100.00	\$ 8,000.00
17.	Gravel Borrow, Incl. Haul (2-03.5)	905	TN	\$ 30.65	\$ 27,738.25
18.	Potholing (2-09.5)	25	EA	\$ 293.73	\$ 7,343.25

PROPOSAL - Continued

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
19.	Controlled Density Fill (2-09.5)	10 CY	\$ 512.50	\$ 5,125.00
20.	Locate Existing Utilities (2-09.5)	1 LS	\$ 6,873.55	\$ 6,873.55
21.	Crushed Surfacing Base Course (4-04.5)	1,340 TN	\$ 37.00	\$ 49,580.00
22.	Permeable Ballast (4-04.5)	400 TN	\$ 49.29	\$ 19,716.00
23.	Temporary HMA (5-04.5)	100 TN	\$ 148.54	\$ 14,854.00
24.	HMA Cl. 1/2" PG 58H-22 (5-04.5)	760 TN	\$ 250.00	\$ 190,000.00
25.	Job Mix Compliance Price Adjustment (5-04.5)	1 CALC	\$0.00	\$ 0.00
26.	Compaction Price Adjustment (5-04.5)	1 CALC	\$0.00	\$ 0.00
27.	CPEP Storm Sewer Pipe, 12 In. Diam. (Incl. Bedding) (7-04.5)	420 LF	\$ 54.00	\$ 22,680.00
28.	CPEP Storm Sewer Pipe, 15 In. Diam. (Incl. Bedding) (7-04.5)	1,070 LF	\$ 57.00	\$ 60,990.00
29.	DI Storm Sewer Pipe, 12 In. Diam. (Incl. Bedding) (7-04.5)	2,020 LF	\$ 97.00	\$ 195,940.00
30.	Area Drain (7-05.5)	3 EA	\$ 832.81	\$ 2,498.43
31.	Concrete Inlet (7-05.5)	17 EA	\$ 1,093.04	\$ 18,581.68
32.	Catch Basin, Type 1 (7-05.5)	3 EA	\$ 1,238.59	\$ 3,715.77
33.	Catch Basin, Type 1L (7-05.5)	8 EA	\$ 1,388.24	\$ 11,105.92
34.	Adjust Catch Basin (7-05.5)	2 EA	\$ 289.57	\$ 579.14
35.	Removal of Unsuitable Material (Trench) (7-08.5)	100 CY	\$ 100.00	\$ 10,000.00
36.	Bank Run Gravel for Trench Backfill (7-08.5)	1,800 TN	\$ 32.76	\$ 58,968.00

PROPOSAL - Continued

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
37.	Trench Excavation Safety Systems (7-08.5)	1 LS	\$ 2,255.00	\$ 2,255.00
38.	Plugging Existing Pipe (7-08.5)	18 EA	\$ 300.00	\$ 5,400.00
39.	Adjust Valve Box (7-12.5)	9 EA	\$ 250.00	\$ 2,250.00
40.	Adjust Meter Box (7-15.5)	1 EA	\$ 250.00	\$ 250.00
41.	Erosion Control and Water Pollution Prevention (8-01.5)	1 LS	\$ 10,000.00	\$ 10,000.00
42.	High Visibility Silt Fence (8-01.5)	1,500 LF	\$ 4.00	\$ 6,000.00
43.	Seeding, Fertilizing and Mulching (8-01.5)	2.0 AC	\$ 2,500.00	\$ 5,000.00
44.	Topsoil, Type A (8-02.5)	100 CY	\$ 63.00	\$ 6,300.00
45.	Bark or Wood Chip Mulch (8-02.5)	50 CY	\$ 59.00	\$ 2,950.00
46.	Property Restoration (8-02.5)	1 CALC	\$ 10,000.00	\$ 10,000.00
47.	Raised Pavement Marker, Type 2 (8-09.5)	1.2 HD	\$ 1,722.00	\$ 2,066.40
48.	Beam Guardrail, Type 31, 9-Foot Long Post (8-11.5)	1,220 LF	\$ 69.80	\$ 85,156.00
49.	Beam Guardrail, Type 31, Non-Flared Terminal (8-11.5)	8 EA	\$ 4,250.00	\$ 34,000.00
50.	Mailbox Support, Type 1 (8-18.5)	13 EA	\$ 350.00	\$ 4,550.00
51.	Radar Speed Feedback Sign (8-11.5)	2 EA	\$ 14,350.00	\$ 28,700.00
52.	Blinker Chevron Sign (8-20.5)	12 EA	\$ 6,970.00	\$ 83,640.00
53.	Permanent Signing (8-21.5)	1 LS	\$ 3,800.00	\$ 3,800.00
54.	Removing Plastic Line (8-22.5)	4,380 LF	\$ 2.50	\$ 10,950.00

PROPOSAL - Continued

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
55.	Profiled Plastic Double Yellow Line (8-22.5)	13,200 LF	\$ 5.50	\$ 72,600.00
56.	Plastic Stop Line (8-22.5)	25 LF	\$ 50.00	\$ 1,250.00
Subtotal:				\$ 1,324,612.79
Washington State Sales Tax (0% Per W.S. Revenue Rule 171):.....\$				0.00
TOTAL CONSTRUCTION COST:				\$ 1,324,612.79

Note: A bid must be received on all items.

PROPOSAL - Continued

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm: RW Scott Const

Address: 4005 West Valley Hwy N Auburn WA

Telephone No. 253 351 0001 Fax No. 253 351 0055

Contact Person for this Project: Jeff Scott

E-mail: jeffscott@rwscttconstruction.com

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

51 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
Bid Items 5 Through 53	919,073.00

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 579 092 00 ;
Dept. of Licensing Contractor's Registration No. is RWSCOC 229m4 ;
Unified Business Identifier Number is 6600 298 242 ;
Excise Tax Registration Number is 6600 298 242 ; and
Employment Security Account Number is 447718005 .

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.

Local Agency Certification for Federal-Aid Contracts

The prospective participant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

PROPOSAL - Continued

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation 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. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

PROPOSAL - Continued

Local Agency Name City of Edgewood

Local Agency Address
2224 104th Avenue East
Edgewood, WA 98372

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended
To Be Submitted with the Bid Proposal

Project Name Chrisella Road East Safety Improvements

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (I) be performed by the bidder itself, or (II) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name

HOT Mix Pavers INC (DBE)

Work to be performed

Bid Item # 24
HMA

Subcontractor Name

O. Bunco Engineering (DBE)

Work to be performed

Bid Item # 2, 3, 4
Surveying

Subcontractor Name

SPECIALIZED PLACEMENT MARKINGS LLC

Work to be performed

Bid Items # 54, 55, 56, 47
Channelization

Subcontractor Name

Dirt & Aggregate Interchange, INC

Work to be performed

Bid Items # 48, 49
STRUCTURAL STEEL GUARD RAIL INSTALLATION

Subcontractor Name

GEG INC (DBE)

Work to be performed

Bid Items # 51, 52, 53
Electrical work

* Bidder's are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.



**Washington State
Department of Transportation**

Disadvantaged Business Enterprise Utilization Certification

To be eligible for Award of this Contract the Bidder shall fill out and submit, as a supplement to its sealed Bid Proposal, a Disadvantaged Business Enterprise (DBE) Utilization Certification. The Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal that does not contain a DBE Utilization Certification which properly demonstrates that the Bidder will meet the DBE participation requirements in one of the manners provided for in the proposed Contract. **Refer to the instructions on Page 2 when filling out this form or the Bid may be rejected. An example form has been provided on Page 3.** The successful Bidder's DBE Utilization Certification shall be deemed a part of the resulting Contract.

Box 1: KW Scott Const certifies that the DBE firms listed below have been contacted regarding participation on this project. If this Bidder is successful on this project and is awarded the Contract, it shall assure that subcontracts or supply agreements are executed with named DBEs. (If necessary, use additional sheets.)

Box 2: Chrisella Road East Safety Improvements

[illegible]

Disadvantaged Business Enterprise

Total DBE Commitment Dollar Amount

Condition of Award Contract Goal

Box 3 676.43

Box 4

5 ☐ By checking Box 5 the Bidder is stating that their attempts to solicit sufficient DBE participation to meet the COA Contract goal has been unsuccessful and good faith effort will be submitted in accordance with Section 1-02.9 of the Contract

DOT Form 272-056
Revised 03/2018

C

Disadvantaged Business Enterprise (DBE) Written Confirmation Document

THE CONTRACTOR SHALL COMPLETE PART A PRIOR TO SENDING TO THE DBE.

Dollar Amount to be Subcontracted to DBE*: _____
*Optional Field

Address: 4400 S 131st PL
Tukwila, WA 98168

Date: 11/30/2023

Page 36 of 66



**Disadvantaged Business Enterprise (DBE)
Written Confirmation Document**

See Contract Provisions: DBE Document Submittal Requirements
Disadvantaged Business Enterprise Participation

THIS FORM SHALL ONLY BE SUBMITTED TO A DBE THAT IS LISTED ON THE CONTRACTOR'S
DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION CERTIFICATION.

THE CONTRACTOR SHALL COMPLETE PART A PRIOR TO SENDING TO THE DBE.

PART A: To be completed by the bidder

The entries below shall be consistent with what is shown on the Bidder's Disadvantaged Business Enterprise
Utilization Certification. Failure to do so will result in Bid rejection.

Contract Title: Chrisella Road East Safety Improvements

Bidder's Business Name: RW SCOTT CONSTRUCTION

DBE's Business Name: Obunco Engineering

Description of DBE's Work: Surveying

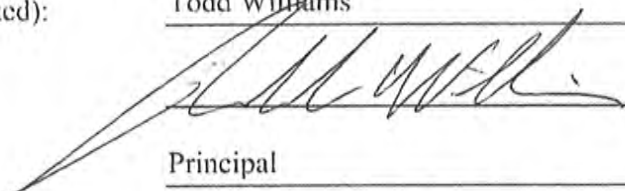
Dollar Amount to be Applied Towards DBE Goal: 16,560.00

Dollar Amount to be Subcontracted to DBE*:
*Optional Field

PART B: To be completed by the Disadvantaged Business Enterprise

As an authorized representative of the Disadvantaged Business Enterprise, I confirm that we have been
contacted by the Bidder with regard to the referenced project for the purpose of performing the Work described
above. If the Bidder is awarded the Contract, we will enter into an agreement with the Bidder to participate in
the project consistent with the information provided in Part A of this form.

Name (printed): Todd Williams

Signature: 

Title: Principal

Address: 33650 6th Avenue S STE 102
Federal Way WA 98003

Date: 11/29/23

PROPOSAL - Continued



**Washington State
Department of Transportation**

**Disadvantaged Business Enterprise (DBE)
Written Confirmation Document**

See Contract Provisions: *DBE Document Submittal Requirements*
Disadvantaged Business Enterprise Participation

THIS FORM SHALL ONLY BE SUBMITTED TO A DBE THAT IS LISTED ON THE CONTRACTOR'S
DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION CERTIFICATION.

THE CONTRACTOR SHALL COMPLETE PART A PRIOR TO SENDING TO THE DBE.

PART A: To be completed by the bidder

The entries below shall be consistent with what is shown on the Bidder's Disadvantaged Business Enterprise
Utilization Certification. Failure to do so will result in Bid rejection.

Contract Title: Chrisella Road East Safety Improvements

Bidder's Business Name: RW Sutt Const

DBE's Business Name: _____

Description of DBE's Work: _____

Dollar Amount to be Applied Towards DBE Goal: _____

Dollar Amount to be Subcontracted to DBE*: _____
*Optional Field

PART B: To be completed by the Disadvantaged Business Enterprise

As an authorized representative of the Disadvantaged Business Enterprise, I confirm that we have been
contacted by the Bidder with regard to the referenced project for the purpose of performing the Work described
above. If the Bidder is awarded the Contract, we will enter into an agreement with the Bidder to participate in
the project consistent with the information provided in Part A of this form.

Name (printed): _____

Signature: _____

Title: _____

Address: _____ Date: _____

PROPOSAL - Continued



**Washington State
Department of Transportation**

**Disadvantaged Business Enterprise
(DBE) Bid Item Breakdown Form**

1. Contract Number		2. Contract Name	
3. Prime Contractor		4. Prime Contractor Representative Name	
5. Prime Contractor Representative Phone Number		6. Prime Contractor Representative Email	

Column 1 Name of UDBE (See Instructions)	Column 2 Bid Item # (See Instructions)	Column 3 Full/Partial (See Instructions)	Column 4 Quantity (See Instructions)	Column 5 Description (See Instructions)	Column 6 Unit Price (See Instructions)	Column 7 Total Unit Cost (See Instructions)	Column 8 Dollar Amount to be Applied Towards Goal (See Instructions)
Subtotal:						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						\$ 0.00	\$ 0.00
TOTAL UDBE Dollar Amount:						\$ 0.00	\$ 0.00

PROPOSAL - Continued

Instructions for Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form

Box 1: Provide the Contract Number as stated in the project information webpage.

Box 2: Provide the Name of the project as stated in the project information webpage.

Box 3: Provide the Name of the bidder (Proposal holder) submitting Bid.

Box 4: Provide the name of the prime contractor's representative available to contact regarding this form.

Box 5: Provide the phone number of the prime contractor's representative available to contact regarding this form.

Box 6: Provide the email of the prime contractor's representative available to contact regarding this form.

Column 1: Provide the Name of the Disadvantaged Business Enterprise (DBE) Firm. DBE Firms can be found using the search tools under the Firm Certification section of the Diversity Management and Compliance System (DMCS) webpage <https://wsdot.diversitycompliance.com>.

Column 2: Provide the Bid Item Number (as it appears in the engineer's estimate bid check report) available on the project information webpage.

Column 3: If the DBE is performing only part of the bid item, mark "Partial". If the DBE is performing the entire bid item, mark "Complete".

Column 4: Provide the estimated quantity for the specific bid item. For trucking firms, use hour or another unit of measure.

Column 5: Provide a description of the work to be performed by the DBE.

Column 6: Provide the price per unit and specify the type of unit used. For trucking firms, use hour or another unit of measure.

Column 7: Provide the estimated total unit cost amount per bid item.

Column 8: Provide the amount of the bid item being used to fulfil the DBE goal. The work to be performed must be consistent with the Certified Business Description of the DBE provided in the DMCS webpage <https://wsdot.diversitycompliance.com>. Mobilization up to 10% is acceptable. If mobilization is more than 10% additional information and/or justification may be requested. The total amount shown for each DBE shall match the amount shown on the DBE Utilization Certification Form.

Use Additional Sheets if necessary.

PROPOSAL - Continued



**Washington State
Department of Transportation**

**Disadvantaged Business Enterprise
(DBE) Trucking Credit Form**

PART A: TO BE COMPLETED BY THE BIDDER

This form is in support of the trucking commitment identified on the DBE Utilization Certification Form submitted with the proposal. Please note that DBE's must be certified prior to time of submittal.

Federal Aid #	Contract #	Project Name
If listing items by hours, or by lump sum amounts, please provide calculations to substantiate the quantities listed.		
Bid Item	Item Description	

Use additional sheets as necessary.

Bidder		Name/Title (please print)
Phone	Fax	Signature
Address		I certify that the above information is complete and accurate.
Email		Date

PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

Note: DBE trucking firm participation may only be credited as DBE participation for the value of the hauling services, not for the materials being hauled unless the trucking firm is also recognized as a supplier of the materials used on the project and approved for this project as a regular dealer.

1. Type of Material expected to be hauled? _____
2. Number of fully operational trucks expected to be used on this project? _____ Tractor/trailers: _____ Dump trucks: _____
3. Number of trucks and trailers owned by the DBE that will be used on this project? _____ Tractor/trailers: _____ Dump trucks: _____
4. Number of trucks and trailers leased by the DBE that will be used on this project? _____ Tractor/trailers: _____ Dump trucks: _____

DBE Firm Name		Name/Title (please print)
Certification Number		
Phone	Fax	Signature
Address		I certify that the above information is complete and accurate.
Email		Date

DOT Form 272-058
Revised 09/2020

PROPOSAL - Continued

Submit this form to in accordance with section 1-02.9 of the Contract.

Instruction to Bidder: The Bidder shall complete and submit the Disadvantaged Business Enterprise (DBE) Trucking Credit Form in accordance with Section 1-02.9 of the Contract.

INSTRUCTIONS

Please note – All Fields are required

PART A: TO BE COMPLETED BY THE BIDDER

Federal Aid: Include the project federal-aid number.

County: Specify the County where the project will take place.

Contract #: Specify the Project Contract Number which can be found in the Engineer's estimate bid check report.

Bid Item: Provide the Bid Item Number (as it appears in the engineer's estimate bid check report) for which trucking services will be utilized.

Item Description: Provide description of the bid item (as it appears in the engineer's estimate bid check report) for which trucking will be utilized.

Bidder: In this section, provide the bidder's legal name, title, Business address, Phone and email.

The bidder's representative signature is required in addition to the date the form was signed.

PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

Question 1: Specify type of material that will be hauled (i.e. Sand, HMA, gravel)

Question 2: Specify the total number of operational trucks that will be used on the project.

Question 3: Specify the total number of operational trucks and trailers owned by the DBE that will be used on the project.

Question 4: Specify the total number of operational trucks and trailers leased by the DBE that will be used on the project.

DBE Firm: In this section, provide the DBE Firm's legal name, DBE Firm's representative legal name and title, certification Number (Found in the firm's OMWBE Profile page in the OMWBE directory), Business address, Phone, fax and email.

The DBE Firm's representative signature is required in addition to the date the form was signed.

PROPOSAL - Continued

**Local Agency Proposal –
Signature Page**

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contain herein.
A proposed guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below is attached hereto:

Cash	☐ In the Amount of _____
Cashier's Check	☐ _____ Dollars
Certified Check	☐ (\$ _____) Payable to the City of Edgewood
Proposal Bond	☒ In the Amount of 5% of the Bid

Receipt is hereby acknowledged of addendum(s) No.(s) 1, 2 & 3

Signature of Authorized Official(s)

Proposal Must Be Signed →

Firm Name

Address

RW Scott Const

4005 West Valley Hwy N

Auburn WA 98001

State of Washington Contractor's License No. RWSC00229M4

Federal ID No 91-1038390

Note:

- (1) This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the City of Edgewood will be cause for considering the proposal irregular and subsequent rejection of the bid.
- (2) Please refer to Section 1-02.6 of the standard specifications, re: "Preparation of Proposal," or "Article 4" of the Instruction to Bidders for building construction jobs.

DOT Form 272-036K EF
07/2011

PROPOSAL - Continued



Washington State
Department of Transportation

**Contractor Certification
Wage Law Compliance - Responsibility Criteria
Washington State Public Works Contracts**

**FAILURE TO RETURN THIS CERTIFICATION AS PART OF THE BID PROPOSAL PACKAGE WILL
MAKE THIS BID NONRESPONSIVE AND INELIGIBLE FOR AWARD**

I hereby certify, under penalty of perjury under the laws of the State of Washington, on behalf of the firm identified below that, to the best of my knowledge and belief, this firm has **NOT** been determined by a final and binding citation and notice of assessment issued by the Washington State 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 RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the Call for Bids.

Bidder Name: RW Scott Const
Name of Contractor/Bidder - Print full legal entity name of firm

By: [Signature]
Signature of authorized person

JEFF SCOTT
Print Name of person making certifications for firm

Title: President
Title of person signing certificate

Place: Auburn WA
Print city and state where signed

Date: 11/28/23

PROPOSAL - Continued

**SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA FORMS
CHRISELLA ROAD EAST SAFETY IMPROVEMENTS**

Delinquent State Taxes

This form shall be completed in entirety and submitted with the Bid Proposal.

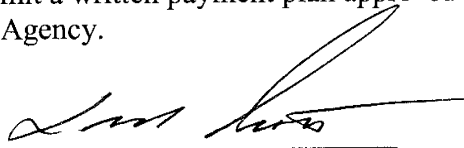
Failure to submit and meet the requirements as stated in Section 1-02 of the Special Provisions shall be grounds for rejection of the bid. The City of Edgewood will be the sole judge in determining if the prospective contractor meets the minimum experience requirements.

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.

11/28/23
(Date)


(Signature)

JEFF SUTT
(Print Name)

President
(Title)

PROPOSAL - Continued

Local Agency Proposal Bond

KNOW ALL MEN BY THESE PRESENTS, That we, R.W. Scott Construction Co.

of Auburn, Washington as principal, and the Fidelity and Deposit Company of Maryland a corporation duly organized under the laws of the State of Washington, and authorized to do business in the State of Washington, as surety, are held and firmly bound unto the State of Washington in the full and penal sum of five (5) 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 highway construction, to wit:

*Illinois

CHRISELLA ROAD EAST SAFETY IMPROVEMENTS

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 City of Edgewood the within a period of twenty (20) 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 1st day of December, 2023.

R.W. Scott Construction Co.

(Principal)

Fidelity and Deposit Company of Maryland

(Surety)

Holli Albers

(Attorney-in-fact)

DOT Form 272-001A EF
07/2011

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Julie R. TRUITT, Lindsey Elaine JORGENSEN, Holli ALBERS, Jamie L. MARQUES, Carley ESPIRITU, Christopher KINYON, Brent E. HEILESEN, Annelies M. RICHIE, Amelia G. BURRILL, Sarah WHITAKER of Tacoma, Washington, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 25th day of September, A.D. 2023.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 25th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 1st day of December, 2023.



A handwritten signature in cursive script, appearing to read "Thomas O. McClellan".

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaiams@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

LOCAL AGENCY CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____,
Between the **CITY OF EDGEWOOD** under and by virtue of Title 35 RCW, as amended and
RW SCOTT CONSTRUCTION, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agrees as follows:

I. The Contractor shall do all work and furnish all tools, materials, and equipment for the Chrisella Road East Safety Improvements in accordance with and as described in the attached plans and specifications, and the standard specifications of the Washington State Department of Transportation which are by this reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by City of Edgewood.

II. The City of Edgewood hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Contractor in the contract.

IV. It is further provided that no liability shall attach to the City of Edgewood by reason of entering into this contract, except as provided herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and has caused this instrument to be executed by and in the name of the said City of Edgewood the day and year first above written.

Executed by the Contractor _____, 20____

RW SCOTT CONSTRUCTION

4005 West Valley Highway North

Auburn, WA 98001

(Contractor)

CITY OF EDGEWOOD

Title:_____

By:_____

Date:_____, 20____

PUBLIC WORKS PAYMENT BOND
to CITY OF EDGEWOOD, WA

Bond No. _____

CITY OF EDGEWOOD, Washington, (City) has awarded to **RW SCOTT CONSTRUCTION** (Principal), a Contract for the construction of the project designated as Chrisella Road East Safety Improvements in Edgewood, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to City, in the sum of **ONE MILLION THREE HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED TWELVE AND 79/100 US Dollars (\$1,324,612.79)** Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 60.28, 39.08, and 39.12 including all workers, laborers, mechanics, subcontractors, lower tier subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Title 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the City against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns, (or the subcontractors or lower tier subcontractors of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors materialpersons, and all persons who shall supply such contractor or subcontractors with provisions and supplies for the carrying on of such work.

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

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

The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL

SURETY

Principal Signature

Date

Surety Signature

Date

Printed Name

Printed Name

Title

Title

Local office/agent of Surety Company:

Name _____

Telephone _____

Address _____

PUBLIC WORKS PERFORMANCE BOND
to CITY OF EDGEWOOD, WA

Bond No. _____

CITY OF EDGEWOOD, Washington, (City) has awarded to **RW SCOTT CONSTRUCTION** (Principal), a Contract for the construction of the project designated as Chrisella Road East Safety Improvements in Edgewood, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of **ONE MILLION THREE HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED TWELVE AND 79/100** US Dollars (**\$1,324,612.79**) Total Contract Amount, subject to the provisions herein.

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

The Surety agrees to indemnify, defend, and protect the City against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the Contract.

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

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

The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL

SURETY

Principal Signature

Date

Surety Signature

Date

Printed Name

Printed Name

Title

Title

Local office/agent of Surety Company:

Name _____

Telephone _____

Address _____



City Of Edgewood Council Agenda Summary Sheet

Subject: Hearing Examiner Contract	Agenda Item #:
	For Agenda of: 1/2/2024
	Prepared by: Lauren Balisky
Attachments (list): 1. 2023-12-27 Resolution 24.0XXX Hearing Examiner Contract DRAFT 2. 2023-12-27 Personal Services Contract Hearing Examiner DRAFT	
Approval of Materials: Lauren Balisky Rachel Pitzel, City Clerk/HR Director 12/27/2023 Dave Gray 12/27/2023	Expenditure Required: None, unless an action requiring review by the Hearing Examiner is initiated. Some costs are recouped via permit fees.
	Amount Budgeted: 2024: \$5,000
	Timeline: 01/02/2024 SS

Summary Statement:

The City of Edgewood uses a Hearing Examiner system for conducting quasi-judicial hearings on complex land use matters and regulatory compliance issues on behalf of the City. The Hearing Examiner may also hold appeal hearings for certain administrative decisions.

The City was notified that the current interim Hearing Examiner would no longer be providing services as of December 31, 2023. As a result, the City issued a Request for Proposals (RFP) in late October 2023. The City received two responsive submittals. Staff recommends entering into a Personal Services Agreement contract with Witherspoon Brajcich McPhee, PLLC, for Hearing Examiner services.

Services would be provided remotely by Attorney Brian McGinn, WSBA No. 24110. Before joining Witherspoon Brajcich McPhee, PLLC, Mr. McGinn previously served as the Hearing Examiner for the City of Spokane from February 2013 through December 2023, and as the Hearing Examiner Pro Tem for the City of Spokane Valley, City of Cheney, City of Chewelah, City of Airway Heights, City of Medical Lake, City of Liberty Lake, Spokane County, Town of Millwood, City of Newport, and Sound Transit.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Hearing Examiner Contract

Fiscal Note/Consideration:

N/A

RESOLUTION NO. 23-0XXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EDGEWOOD, PIERCE COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO ENTER INTO A
PROFESSIONAL SERVICES AGREEMENT WITH
WITHERSPOON BRAJCICH MCPHEE, PLLC FOR
HEARING EXAMINER SERVICES**

WHEREAS, Stephen R. Shelton, dba Judge Stephen R. Shelton Ret., has provided hearing examiner services to the City under an agreement signed by the City on May 10, 2023; and

WHEREAS, the City's hearing examiner has taken a new position and is unable to continue performing hearing examiner services for the City; and

WHEREAS, the City recently underwent a search for a new Hearing Examiner by advertising a request for proposals for individuals or firms that provide hearing examiner services; and

WHEREAS, Brian McGinn of Witherspoon Brajcich McPhee, PLLC has provided hearing examiner services to several jurisdictions, including City of Spokane, and meets the City's qualifications for the hearing examiner, and

WHEREAS, the City Council desires to enter into an agreement with Witherspoon Brajcich McPhee, PLLC for Mr. McGinn's services as the City's next Hearing Examiner.

**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 enter into the Professional Services Agreement between the City and Witherspoon Brajcich McPhee, PLLC, in substantially the same form as attached to this Resolution and incorporated herein as Exhibit A.

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

ADOPTED THIS 9TH DAY OF JANUARY, 2024

Dave Olson, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A
Professional Services Agreement between the
City of Edgewood and Witherspoon Brajich McPhee, PLLC for hearing examiner services

DRAFT

CITY OF EDGEWOOD PERSONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the _____ day of _____, 202____, by and between the City of Edgewood, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF EDGEWOOD, WASHINGTON (hereinafter the “CITY”)

2224 - 104th Avenue E.

Edgewood, Washington 98372

Contact: Mayor of Edgewood

Phone: 253-952-3299

Fax: 253-952-3537

and **Witherspoon Brajcich McPhee, PLLC**, a Professional Limited Liability Company organized under the laws of the State of Washington, doing business at:

Witherspoon Brajcich McPhee, PLLC (hereinafter the “CONSULTANT” or the “HEARING EXAMINER”)

601 W Main Avenue

Suite 1400

Spokane, WA 99201

Representative: Brian McGinn
6441

Phone: 509-455-9077

Fax: 509-624-

for personal services in connection with Hearing Examiner services.

TERMS AND CONDITIONS

1. Services by Consultant.

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit “A.” The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

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

2. **Schedule of Work.** Consultant shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibit “A.” If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

3. **Terms.** This Agreement shall commence on January 1, 2024, (“Commencement Date”) and shall terminate on December 31, 2026, unless extended or terminated in writing as provided herein.

4. Compensation.

The City shall pay Consultant for time and materials as set forth in Exhibit A for the services described in this Agreement.

5. Payment.

A. Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

E. Consultant shall be responsible for all taxes due on payments made under this Agreement.

6. Discrimination and Compliance with Laws

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

B. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. Consultant shall obtain a City of Edgewood business license prior to performing any services under this Agreement.

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

7. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established

trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, subject to the City's approval and general right of inspection to secure the satisfactory completion thereof. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Suspension and Termination of Agreement

A. Termination. This Agreement may be terminated by the City at any time upon 10 days' written notice to the Consultant.

B. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 17 herein.

9. Standard of Care. Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement. Consultant, without additional compensation, shall correct or revise errors or mistakes in the designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

10. Ownership of Work Product.

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

11. Proprietary and Confidential Information. Pursuant to the State of Washington's Public Records Act, RCW Chapter 42.56, all materials received or created by the City are considered public records and must be promptly disclosed by the City upon request unless the RCW or another Washington State statute specifically exempts records from disclosure. These records include but are not limited to proposal submittals, agreement documents, or contract work product.

Consultant shall fully cooperate with and assist the City with respect to any request for public records received by the City concerning any public records generated, produced, created and/or possessed by Consultant and related to the services performed under this Agreement. Upon written demand by the City, the Consultant shall furnish the City with full and complete copies of any such records within five business days. Consultant's failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, Consultant shall fully indemnify and hold harmless City as set forth in Section 14.

The City will not assert an exemption from disclosure on Consultant's behalf. If Consultant believes that its records are exempt from disclosure, Consultant may seek an injunction under RCW 42.56.540. Consultant acknowledges that the City will have no obligation or liability to Consultant if the records are disclosed.

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

13. No Conflict of Interest. The Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term close family relationship refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

14. Indemnification / Hold Harmless. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

A. No limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance:

The Consultant shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability

insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

2. Professional Liability insurance appropriate to the Consultant's profession.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

C. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 2. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.
- D. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
- E. Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- G. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
- H. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- I. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

16. Assigning or Subcontracting. Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

17. Notice. Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

City of Edgewood
Attn: Mayor of Edgewood
2224 - 104th Avenue E.
Edgewood, WA 98372

Phone: 253-952-3299
Fax: 253-952-3537
mayor@cityofedgewood.org

Witherspoon Brajich McPhee, PLLC

Attn: TBD
601 W Main Avenue, Suite 1400
Spokane, WA 99201

Phone: 509-455-9077
Fax: 509-624-6441
bmcginn@workwith.com

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

18. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the parties agree that they shall undertake reasonable attempts at negotiation and compromise, including, but not limited to, informal negotiation, mediation, or arbitration, prior to instituting any legal proceedings. If the parties are unable to resolve any dispute after such reasonable attempts at negotiation and compromise, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

19. General Provisions.

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF EDGEWOOD, WASHINGTON

CONSULTANT

By: _____
Mayor

By: _____

Date: _____

Name: _____

Attest:

Title: _____

Date: _____

By: _____
Rachel Pitzel, CMC, City Clerk

APPROVED AS TO FORM:

By: _____
Ann Marie J. Soto
City Attorney

EXHIBIT A: SCOPE OF WORK

- A. Hearing Examiner services will be provided solely by Consultant's Representative, Brian McGinn. Consultant may provide Hearing Examiner services utilizing alternate personnel on the same terms contained in this Agreement only if Consultant first obtains written agreement from the City.
- B. The City agrees to pay Consultant on a time and materials basis for services performed in accordance with the following hourly billing rates:

Hearing Examiner Services	\$250
Paralegal Support Services \$	\$150

The Services will be billed in 1/10th hour increments. Hourly rates include **all costs**. The City will not be invoiced separately for mileage, phone calls, copies and other direct costs incurred by Consultant when providing services.

- C. Hearings will be held using remote meeting technology unless the Hearing Examiner determines that, for good cause, it would be appropriate to hold an "in person" hearing.
- D. Hearing Examiner Services

The Hearing Examiner conducts quasi-judicial hearings on complex land use matters and regulatory compliance issues on behalf of the City, and other issues assigned to the Hearing Examiner by ordinance or resolution. The Hearing Examiner shall issue decisions and recommendations based on relevant ordinances, regulations, policies, statutes, and other authorities.

All duties shall be performed in a manner consistent with accepted practices for hearing examiner services, including interpreting, reviewing, and implementing the City's land use and development regulations and the pertinent and appropriate provisions of the Edgewood Municipal Code; conducting orderly and impartial hearings and hearing appeals; and preparing written decisions in a timely manner which are understandable and based upon reasoning and all applicable laws.

The Hearing Examiner shall:

- Perform the duties of the Hearing Examiner as set forth in [Edgewood Municipal Code \(EMC\) Chapter 2.40](#), as now in effect or as hereafter amended;
- Visit subject sites, as necessary, prior to public hearings;
- Examine hearing related documents and review case files, City codes and policies, environmental documents, plans and maps;
- Evaluate testimony and evidence, prepare records, enter final writing findings and impose conditions to conform projects to City ordinances and land use policies;
- Administer the public hearing process in a professional and impartial manner;
- Prepare sound and defensible decisions within the prescribed timelines;
- Issue and distribute decisions as required under City ordinances and rules;
- Coordinate with City Staff on ancillary functions including setting hearing dates, handling hearing exhibits, distributing decisions, etc.; and

- Maintain knowledge of current relevant state and City land use laws, policies and related state and federal court decisions, including but not limited to:
 - RCW 36.70A: Washington Growth Management Act (GMA);
 - RCW 36.70B: Washington Local Project Review Act (formerly the Regulatory Reform Act);
 - RCW 36.70C: Washington Land Use Petition Act;
 - RCW 43.21C: Washington State Environmental Policy Act (SEPA);
 - RCW 58.17: Washington Subdivision Act;
 - RCW 42.30: Washington Open Public Meetings Act
 - RCW 42.56: Washington Public Records Act
 - Washington building and construction codes, including ability to understand local amendments;
 - Other city codes, ordinances, resolutions, regulations and policies;
 - Other state and federal laws, including statutes, case law, and regulations.

E. City of Edgewood Services

The City shall:

- Set agendas in consultation with the Hearing Examiner;
- Provide public notice of hearings as required under City ordinances and rules;
- Prepare case files, records and staff reports describing and analyzing the application or issues to be heard by the Hearing Examiner; including a staff recommendation, as applicable;
- Provide a hearing room and facilities, including, but not limited to, recording and sound system, for in-person and/or hybrid hearings, when necessary;
- Provide a virtual meeting platform that allows for public participation to include recording, for remote or hybrid hearings;
- Provide decision copying and distribution services as required under City ordinances and rules; and
- Provide a current copy of all City land use plans, policies and ordinances and amendments thereto, passed during the term of this contract.