



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, February 2, 2021 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. COUNCIL BUSINESS

A. Interviews – Planning Commission and Economic Development Advisory Board

B. Discussion – Equity, Diversity and Inclusion (Trainings, Planning, etc.)

C. Discussion – Resolution – Set new LID Assessment Interest Rate

D. Discussion – Job Descriptions – Code Compliance Manager & Develop. Review Coordinator

E. Discussion – 24th & Meridian Sidewalks – Contract Award

F. Discussion – Hedden Intersection Safety Improvements

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: Interviews – Planning Commission and Economic Development Advisory Board	Agenda Item #: 2.A
	For Agenda of: 2/2/2021
	Prepared by: Darren Groth
Attachments (list):	
Approval of Materials: Darren Groth Rachel Pitzel 1/27/2021 Dave Gray 1/27/2021 Daryl Eidinger 1/27/2021	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 02/02/2021: SS Interviews 02/09/2021: RCM Appointment Confirmations

Summary Statement:

In accordance with Edgewood Municipal Code (EMC) Sections 2.30.020 and 2.32.020 for Planning Commission and Economic Development Advisory Board (EDAB) vacancies, respectively, City Council shall fill vacancies as stated in the Council Rules of Procedure. Per the Council Rules, once the applications are received, the City Council shall review and rank application packets. Should there be four or fewer applicants for any one position, however, all candidates shall be interviewed by the Council. In regard to this agenda item, we only have two applications for the Planning Commission and just one for the EDAB. As such, this item is intended to serve as the interview for those three applicants. Based on City Council's interview rankings, the Mayor shall appoint the respective interviewees and the Council shall confirm or deny the appointments proposed by the Mayor. The appointment confirmations are intended to occur during the regular council meeting next week (February 9, 2021).

Item History:

Recommended Action:

Presentation Only

Fiscal Note/Consideration:



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Equity, Diversity and Inclusion (Trainings, Planning, etc.)	Agenda Item #: 2.B
	For Agenda of: 2/2/2021
	Prepared by: Daryl Eiding
Attachments (list):	
Approval of Materials: Daryl Eiding Rachel Pitzel 1/26/2021	Expenditure Required:
	Amount Budgeted:
	Timeline: Topic to be added to all future Study Sessions (see item history below)

Summary Statement:

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

Item History:

Council has asked that this topic be a discussion item at all future study sessions for the foreseeable future. Council has discussed Equity, Diversity and Inclusion trainings and planning at the following meetings:

09/01/2020 Study Session
 09/15/2020 Study Session
 09/29/2020 Study Session
 10/06/2020 Study Session
 10/20/2020 Study Session
 11/03/2020 Study Session
 11/24/2020 Study Session
 12/05/2020 Part I - National League of Cities - REAL Action: Advancing Racial Equity in Edgewood
 12/12/2020 Part II - National League of Cities - REAL Action: Advancing Racial Equity in Edgewood
 01/05/2021 Study Session
 01/19/2021 Study Session

Recommended Action:

N/A

Fiscal Note/Consideration:

N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Resolution – Set new LID Assessment Interest Rate	Agenda Item #: 2.C
	For Agenda of: 2/2/2021
	Prepared by: Dave Gray
Attachments (list): 1. 54207830-v1_City of Edgewood LID Interest Rate Resoluton	
Approval of Materials: Dave Gray Rachel Pitzel 1/28/2021 Dave Gray 1/28/2021 Daryl Eidinger 1/28/2021	Expenditure Required: None. The action resolved is to pass on the savings to each LID parcel owner that resulted by the City negotiating a refinance of the total LID debt from 4.25% to 2.1%.
	Amount Budgeted: N/A
	Timeline: The City began the process in early fall 2020.

Summary Statement:

In the Fall of 2020, as the City noted interest rates dropping significantly as a result of the economic distress crated by the COVID19 Pandemic, the Mayor, with Council support, began investigating the potential for a refinance of the existing LID No.1 Sanitary Sewer Construction debt. The City engaged the services of DA Davidson, a known Seattle based company with extensive experience in sourcing government financing for capital projects. DA Davidson, in concert with City Staff, put together a debt purchase offer, solicited interested financial institutions, and ultimately secured a 6.8 million dollar loan at 1.76% interest for 13 year repayment at terms acceptable to the City. The City engaged the services of Foster Garvey, the Cities current Bond Counsel, to vet the proposal, construct the ordinance and loan documents and provide closing services and the required bond opinion letter. The bond purchase by Pacific Premier Bank occurred on January 27th, commiserate with the retirement of the existing USDA Rural Development Bonds, and the City received a reduction in debt service interest by 54%. The attached resolution represents the City Council's action to pass that savings on to the individual parcel owners being assessed for the LID debt.

Item History:

Study Session Review 02/02/2021
 Regular Council Meeting for potential action 02/09/2021

Recommended Action:

Review the attached resolution to determine it represents Council's intent to pass on 100 percent of the savings of their action to refinance the debt. If it does, the Mayor recommends it be added to the RCM of February 9, 2021 for potential Council action.

Fiscal Note/Consideration:

The actual savings in interest over the 13 year life of the debt at the time of refinancing is about one million dollars.

RESOLUTION NO. 21-0xx

A RESOLUTION OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, REDUCING THE INTEREST RATE FOR ASSESSMENTS IN LOCAL IMPROVEMENT DISTRICT NO. 1

WHEREAS, The City of Edgewood established a Local Improvement District (LID NO 1) in 2009 for the construction of a sanitary sewer. The sewer was built in 2008 at a cost of approximately 23 million dollars utilizing a construction loan from US Bank, and;

WHEREAS, The City placed the long term debt with USDA Rural Development in 2014 at an interest rate of 4.25% on a 20 year bond with annual assessments collected from individual property owners receiving the benefit of the sewer and;

WHEREAS, With the downturn in interest rates that has occurred with the COVID 19 Pandemic, the City refinanced the remaining thirteen years of the debt with Pacific Premier Bank at a rate of 1.85% per annum plus .25% for reserve funding and with this resolution will pass on the entire interest rate reduction to the property owners thereby reducing their annual interest expense by 54 %;

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

Section 1. **Interest Rate on Assessments.** Ordinance No. 14-0428 established the rate on installments of assessments in Local Improvement District No. 1 (LID No. 1) at the rate of 4.25% per annum, which is the rate of the Local Improvement District No. 1 Bonds, 2014A and B plus 0.25%. The 2014 Bonds were recently refunding by the Local Improvement District No. 1 Refunding Bond, 2021, which bears interest at the [all-in](#) true interest rate of 1.85% per annum. The Council hereby reduces the rate on future installments of assessments in LID No. 1 to [2.1%](#) per annum, which is the rate of the 2021 Bonds plus 0.25%.

Section 2. **General Authorization.** The City's Mayor, City Clerk, and Finance Director are authorized to take any action necessary to implement this resolution.

Section 3. **Effective Date of Resolution.** This Resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 9TH DAY OF FEBRUARY, 2021.

ATTEST:

Daryl Eiding, Mayor

Rachel Pitzel, CMC
City Clerk



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Job Descriptions – Code Compliance Manager & Develop. Review Coordinator	Agenda Item #: 2.D
	For Agenda of: 2/2/2021
	Prepared by: Darren Groth
Attachments (list): 1. Code Compliance Manager_ 11-24-20 2. Development Review Coordinator_ 11-24-20	
Approval of Materials: Darren Groth Rachel Pitzel 1/27/2021 Dave Gray 1/27/2021 Daryl Eidingen 1/27/2021	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 12/01/2020 SS 12/08/2020 RCM 01/19/2021 SS Postponed 02/02/2021 SS

Summary Statement:

Mayor proposed two previously undefined positions in the 2021 draft budget he presented to City Council in December 2020. The Code Compliance Manager would oversee the Code Enforcement Division within the Community & Economic Development Department. The Development Review Coordinator would be in charge of organization and day-to-day tasking for the front counter, as well as overseeing the newly created Development Review Committee (DRC). The DRC is a team of professionals from multiple disciplines, i.e., Police, Fire, engineering, planning, building, inspections, Code Enforcement, water, sewer, TPCHD, and other agencies as needed, that is responsible for ensuring project permitting reviews are conducted in accordance with state and local rules.

On December 1, 2020, the proposed job descriptions were reviewed during the City Council study session and placed on the Consent Agenda for the next regular Council meeting. On December 8, 2020, this item was removed from the consent agenda and discussed under regular Council business. The discussion was postponed to a date certain of January 19, 2021.

On January 19, 2021, Mayor postponed the discussion until after the annual Strategic Planning meeting that occurred on January 30, 2021. As such, this agenda item was scheduled for this Study Session so City Council could further discuss the two newly proposed job descriptions. Both job descriptions are attached to this agenda bill as Exhibits 1 and 2.

Item History:

Recommended Action:

Hold a discussion and provide staff direction to Discussion – Job Descriptions – Code Compliance Manager & Development Review Coordinator

Fiscal Note/Consideration:



City of Edgewood

2224 104th Ave E, Edgewood WA 98372-1513
Phone (253) 952-3299 | Fax (253) 952-3537

Code Compliance Manager – Job Description

Department: Community & Economic Development

Salary Range: \$7,185- \$8,626/mo.

Opening Date:

Closing Date: Open until Filled

First Review:

This position is a full-time, non-union, FLSA exempt position.

GENERAL SCOPE OF WORK

The Code Compliance Manager requires advanced professional Code Enforcement experience of high complexity and variety. This position manages and oversees the Code Enforcement Division within the larger Community and Economic Development Department. The person in this position serves as the City's Code Enforcement Officer and uses technical knowledge and discretion in managing Division staff and an active caseload, as well as overseeing the implementation and updating of applicable regulations. The person filling this position will receive, investigate, research, and resolve citizen questions, complaints, violations, and issues relating to zoning, land use, signs, surface water, site development, and compliance with other related municipal codes.

The Code Compliance Manager is expected to exercise considerable initiative to work independently in the field and is responsible for decisions requiring discretion, judgment, and familiarity with a variety of codes and ordinances. The Code Compliance Manager routinely encounters members of the public with little or no prior knowledge of the requirements of the City code. The person in this position must exercise patience and attempt to gain cooperation from citizens in order to avoid adversarial situations.

Due to the limited number of City staff, each staff member is expected to perform a wide range of office and field duties. The City of Edgewood is an at-will employer and all staff members serve at the pleasure of the Mayor.

SUPERVISION

This position performs a wide range of cross-functional duties, teaming with all departments at City Hall and reports to the Community and Economic Development Director. Work may also be performed in support of the Mayor, Public Works Director, Building Official, City Attorney, Police Chief, or Planning Manager. Supervision of the Code Compliance Specialist is also required.

ESSENTIAL JOB FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Reasonable accommodations may be made to enable performance of these essential job functions.

1. Manages, organizes and prioritizes the work activities, schedules and assignments of staff.
2. Provides leadership in citizen relations, technical support, and safety and problem solving; sets priorities and policy for enforcement goals.
3. Guides, reviews, and approves assigned projects.
4. Acts as department representative at hearings; interprets codes and advises hearing examiners and city attorneys in developing and setting policies and procedures.
5. Provide technical assistance and information to staff and the public in the administration of specific code compliance programs.
6. Recruits, trains and evaluates code compliance staff.
7. Manages the division budget.
8. Resolve complex enforcement issues by receiving, researching, investigating, and resolving citizen questions or complaints regarding potential violations of the Edgewood Municipal Code (EMC), for such issues relating to land use, zoning, signage, dumping, clearing, grading, building and construction, site development, other nuisances, and other applicable codes.
9. Conduct field investigations of property within the City of Edgewood for potential violations of adopted City codes, regulations, and policies.
10. Inspect sites, interview witnesses, gather evidence, initiate contact with property owners and advise of violation(s) and requirements and timelines for compliance.
11. Prepare and maintain a variety of logs and records related to inspection and enforcement.
12. Recommend amendments and additions to City codes or regulations.
13. Follow established processes for issuing notices of code violation, enforcement letters, citations, and other similar items.
14. Develop procedures for monitoring and assisting property owners in correcting violations.
15. Meet with owners, tenants, contractors, developers, businesses, etc. to review and explain code requirements and violations or potential violations in order to secure code compliance.
16. Coordinate efforts with the Police, Planning, Building, Public Works, other City departments, the prosecuting attorney, and other staff or agencies, as needed.
17. Work with police and prosecutors to obtain written or tape-recorded statements, depositions, or admissions, as needed.
18. Review cases being prepared for trial with emphasis on the evidentiary and legal issues crucial to successful prosecution.
19. Prepare detailed reports of activities and investigations made; consults with the City Attorney or criminal prosecutors and prepares case reports for court action; testifies in court.
20. Assist in obtaining, enhancing, preparing, or presenting exhibits or other evidence in court.
21. Maintain, disclose and destroy public records in accordance with the requirements of the WA Public Records Act and WA State Archives retention guidelines.

NECESSARY KNOWLEDGE, SKILLS, AND ABILITIES

To perform this job successfully, the person in this position must be able to perform each Essential Job Function. The requirements listed below are representative of the knowledge, skills, and abilities necessary to meet the minimum qualifications for this position.

Knowledge of

1. Code enforcement principles, practices and methods applicable to a municipal setting;
2. Principles and practices of research and data collection;
3. Effective writing techniques;
4. Statistical, algebraic, or geometric knowledge and ability to apply such knowledge in practical situations;
5. Pertinent federal, state and local laws, codes and regulations including recent changes;
6. Local government procedures and practices;
7. Inspection techniques, warrant procedures, and gaining access to private property;
8. Citizen involvement techniques and processes;
9. Computer hardware and software programs, which may include Microsoft Office, Internet applications, econometric or transportation modeling, database management, or GIS.

Skills and Abilities

10. Oral communication and interpersonal skills to explain rules and procedures clearly to the public;
11. Problem-solving skills to gather relevant information to solve vaguely defined practical problems;
12. Ability to work on several projects or issues simultaneously;
13. Ability to work independently or in a team environment, as needed;
14. Ability to prepare, organize and maintain inspection field data, reports and systems;
15. Ability to analyze complex situations, problems, and data, and use sound judgment in drawing conclusions and making decisions.
16. Ability to comprehend and apply existing code requirements to various situations.
17. Ability to articulate complex facts and relationships in detail and to summarize and write clearly, concisely, and legibly.
18. Ability to use initiative and independent judgment to determine if a violation exists and the appropriate follow-up action.
19. Ability to testify in court in an objective, concise, and professional manner.
20. Ability to produce or obtain reports, graphs, charts, photographs, evidence, or exhibits.
21. Ability to follow verbal and written instructions.
22. Ability to handle stressful situations and effectively deal with difficult or angry people.
23. Skilled at reading and using City maps, property descriptions, construction plans, and other related plans and drawing to ensure conformance with approved plans and satisfaction of zoning and design guidelines, e.g., landscaping, fencing, signs, parking spaces, and lighting.
24. A sense of humor and positive attitude are essential.

MINIMUM QUALIFICATIONS/ACCEPTABLE EQUIVALENCY:

Required

A bachelor's degree in Construction or Property Management, Building Inspection, Civil Engineering, Urban Planning, Architecture, Public Policy, Criminal Justice, Public Administration, or related area of study;

AND

Five (5) years extensive experience in housing, inspections, commercial property management, land development, code enforcement, or a related field, plus three (3) years of supervisory experience.

OR

Any equivalent combination of education and experience that provides the applicant with the necessary knowledge, skills, and abilities required to perform the essential job functions.

AND

The ability to obtain, and maintain a valid Washington State Driver's License throughout employment, and documentation to fulfill the requirements of the Immigration and Nationality Act within 3 days of employment.

Preferred

- International Code Council (ICC) and American Association of Code Enforcement (AACE) Certifications to include ICC Zoning Inspector; ICC/AACE Property Maintenance and Housing Inspector; or ICC/AACE Code Enforcement Officer.
- Ability to obtain ICC Legal Module (MG) and Management Module (MM) certification within eighteen (18) months of employment.
- Prior work in local government

SPECIAL CONSIDERATIONS

The incumbent will be joining an organization with approximately 20+ full-time positions. As a small and nimble organization, the City of Edgewood needs to hire and retain individuals interested in working with a small team. All employees of the City of Edgewood are expected to uphold and exhibit the City's shared employee values of Knowledge, Respect, and Integrity. A hiring objective for this position is to find an employee that will be competently qualified and interested in the work diversity offered by a full-service municipal corporation operating with a limited budget and staffing.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential job functions. The work environment characteristics described herein are representative of those an employee may encounter while performing the essential functions of this position.

While performing the duties of this job, the employee is required to stand, walk, use hands and fingers, handle, feel or operate objects, tools, or controls, and reach with hands and arms. Hand-eye coordination is necessary to operate computers and various pieces of office equipment. The employee is occasionally required to sit, climb stairs, talk, and hear. The employee may occasionally be required to lift or move up to 35 pounds with or without a reasonable accommodation. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and the ability to adjust focus.

Work is conducted primarily in an office setting, but may include time in the field under a variety of weather conditions. Duties are usually performed alone, but are also performed as part of a work team. Attendance at some evening meetings may be required. The work environment is fast-paced and moderate to very noisy.

ACKNOWLEDGEMENTS

The statements contained herein reflect general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload.

EQUAL OPPORTUNITY EMPLOYER - AMERICANS WITH DISABILITIES ACT

The City of Edgewood is an Equal Opportunity Employer. Women and minorities are encouraged to apply. Requirements outlined in this job description may be subject to modification to reasonably accommodate individuals with disabilities who are otherwise qualified for employment in this position. However, some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees.

This job description does not constitute a contract or agreement for employment. It is subject to change by the City as the needs of the City and requirements of the job change.

The City of Edgewood is a Drug Free workplace and an Equal Opportunity Employer.

APPLICATION SUBMITTAL

If you meet the minimum qualifications and are interested in applying for this position, please email your application packet consisting of a cover letter, resume, signed EOCC statement, signed job description, and your responses to the supplemental questions (listed below) to: humanresources@cityofedgewood.org.

Application packets may also be sent to the City of Edgewood via regular mail to the following address:

**City of Edgewood
Human Resources
2224 104th Ave E
Edgewood, WA 98372-1513**

Incomplete submittals will be disqualified. Only those applicants selected to move forward in the process may be contacted. Submittals will be retained in accordance with Records Retention practices. If you have questions regarding the application process, please contact human resources at 253-952-3299 or via e-mail at humanresources@cityofedgewood.org.

Employee signature below constitutes the employee's understanding of the requirements, expectations, essential functions and duties of this position.

Name

Date

DRAFT

SUPPLEMENTAL QUESTIONS

The following questions are designed to help you present your qualifications for this position. Your responses to these questions will be used to determine whether you are among the most qualified of the applicants and should continue in the selection process. Responses should be printed legibly in ink or typewritten, complete, and specific. Clarity and completeness of answers are factors, which will be considered in the evaluation process. Address each question separately using additional pages as necessary. Be sure to indicate your name on each additional page. Please note that you must submit a cover letter, resume, and signed EOCC statement along with the completed supplemental questions in order to be considered further in the selection process.

1. Please describe your supervisory experience.
2. Please describe your experience with construction and land development.
3. Please describe your knowledge of municipal codes.
4. Please describe your experience in either following technical information on land use and zoning through implementation of construction projects or enforcing adopted codes.
5. Please tell us why you are interested in this position and why you are looking to leave your current position.
6. If you do not possess the typical education or experience listed under the minimum qualifications, or if you would like to expand on your qualifications, please explain how your particular combination of education and experience has provided you with the required knowledge, skills, and abilities to perform the essential functions of this job.



City of Edgewood

2224 104th Ave E, Edgewood WA 98372-1513
Phone (253) 952-3299 | Fax (253) 952-3537

Development Review Coordinator – Job Description

Department: Community & Economic Development
Building Division

Salary Range: \$6,282 - \$7,542/mo.

Opening Date:

Closing Date: Open until Filled

First Review:

This position is a full-time, non-union, FLSA non-exempt position.

GENERAL SCOPE OF WORK

The Development Review Coordinator performs a variety of administrative and technical functions for the Community and Economic Development Department. This position coordinates, plans, manages, and oversees the community's economic, social, and physical growth as it relates to the front permitting counter. Overall performance of the front counter is the responsibility of this position. As well as successful coordination of the City's Development Review Committee.

Due to the limited number of City staff, each staff member is expected to perform a wide range of office and field duties. The City of Edgewood is an at-will employer and all staff members serve at the pleasure of the Mayor.

SUPERVISION

This position performs a wide range of cross-functional office duties. The Development Review Coordinator will be asked to work with all departments at City Hall, especially the Building and Inspection team, Planning Division, Code Enforcement Division, and Engineering Plan Review team. This position reports to Building Official. Work may also be performed under limited supervision of the Community and Economic Development Director. Direct supervision of others is not required; however, assigning day-to-day tasks to various employees in order to execute front counter responsibilities may be required.

ESSENTIAL JOB FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Reasonable accommodations may be made to enable performance of these essential job functions.

1. Accepts permit applications, checks for accuracy and completeness, calculates fees, issues receipt, enters application into permit tracking system, routes to appropriate review staff; monitors application progress for status reports; enters application decisions into permit

- tracking system and forwards decisions and plan sets to applicants; issues simple, routine permits within scope of authority and responsibility assigned.
2. Answers procedural questions regarding zoning codes, engineering standards and building codes at the counter or on the phone; directs builders, developers and the general public to the appropriate City codes, regulation manuals, information sheets or other City staff for more specific information.
 3. Provides general zoning, building and public works application forms to permit applicants and the general public; provides guidance in filling out various applications and forms; ensures that defined information and attachments required to submit an accurate and complete application are included in submittal; advises applicants and the general public regarding the status of applications using the permit tracking system.
 4. Maintains accurate and timely records of all building, planning, and engineering permits and department records and files; inputs, maintains and compiles a variety of data on permitting activity; maintains land use, fire, building, engineering permit and other tracking data.
 5. Assists in establishing efficient and effective procedures for permit processing; performs research on trends in permitting procedures and makes recommendations on upgrades to current systems and procedures.
 6. Assists in the scheduling of requests for field inspections and maintains an inspection activity log; assists in coordinating the permitting process with building official, inspectors, planners, engineers, fire inspectors and other staff; coordinates and maintains a calendar for inspections.
 7. Participates in creating, establishing and monitoring the addressing system for both new and existing buildings.
 8. Accepts and enters land use, building and engineering applications into City's permit system and forwards to appropriate staff for review and processing.
 9. Provides the public with basic or directive information on the City's development regulations, building codes and engineering standards.
 10. Administers the tracking system for inspections of public and private improvements as part of the site plan and subdivision construction process, schedules inspections, releases financial guarantees as improvements are inspected and accepted, coordinates the building inspection and certificate of occupancy process.
 11. Administers the permit tracking system; updates the system when new procedures are implemented or existing procedures are modified; creates and runs reports from the system; ensures functional integration with other City software and systems. Serves as the City's main point-of-contact for SMARTGOV, or whichever software replaces it.
 12. Because of the small size of the City staff, each employee is expected to perform a wide range of office and field duties as may be required from time to time, including covering for other staff during break and leave periods, being cross trained to other comparable positions, and supporting other staff in both the Community & Economic Development Department and the Public Works Department.
 13. Maintain, disclose and destroy public records in accordance with the requirements of the WA Public Records Act and WA State Archives retention guidelines.

NECESSARY KNOWLEDGE, SKILLS, AND ABILITIES

To perform this job successfully, the person in this position must be able to perform each Essential Job Function. The requirements listed below are representative of the knowledge, skills, and abilities necessary to meet the minimum qualifications for this position.

Knowledge of

1. General land use development and building code procedures;
2. Basic zoning and building code administration;
3. Basic engineering practices and procedures;
4. Manual and computerized record keeping systems;
5. Customer service techniques and principles;
6. Permit and application tracking systems and methods;
7. Computer hardware and software programs, which may include Microsoft Office, Internet applications, and GIS;
8. Pertinent federal, state and local laws, codes and regulations including recent changes;
9. Knowledge of local government procedures and practices;
10. Citizen involvement techniques and processes;

Skills and Abilities

11. Oral communication and interpersonal skills to explain rules and procedures clearly to the public;
12. Problem-solving skills to gather relevant information to solve vaguely defined practical problems;
13. Ability to review plans and apply ordinance and code provisions to determine compliance with such regulations and to apply those regulations to field conditions;
14. Ability to work on several projects or issues simultaneously;
15. Ability to work independently or in a team environment as needed;
16. Reading comprehension to understand technical and legal materials;
17. A sense of humor and positive attitude are essential.

MINIMUM QUALIFICATIONS/ACCEPTABLE EQUIVALENCY:

Required

A bachelor's degree in urban planning, architecture, public administration, business, economic, public policy, or related area of study with four (4) years of professional experience in community services, community development, customer service, or a related field.

OR

Any equivalent combination of education and experience that provides the applicant with the necessary knowledge, skills, and abilities required to perform the essential job functions.

AND

The ability to obtain, and maintain a valid Washington State Driver's License throughout employment, and documentation to fulfill the requirements of the Immigration and Nationality Act within 3 days of employment.

Preferred

- Permit Technician; Residential Building Inspector; and/or Residential Plans Examiner certification
- Prior work in local government
- Experience working with SMARTGOV permitting software

SPECIAL CONSIDERATIONS

The incumbent will be joining an organization with approximately 20+ full-time positions. As a small and nimble organization, the City of Edgewood needs to hire and retain individuals interested in working with a small team. All employees of the City of Edgewood are expected to uphold and exhibit the City's shared employee values of Knowledge, Respect, and Integrity. A hiring objective for this position is to find an employee that will be competently qualified and interested in the work diversity offered by a full-service municipal corporation operating with a limited budget and staffing.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential job functions. The work environment characteristics described herein are representative of those an employee may encounter while performing the essential functions of this position.

While performing the duties of this job, the employee is required to stand, walk, use hands and fingers, handle, feel or operate objects, tools, or controls, and reach with hands and arms. Hand-eye coordination is necessary to operate computers and various pieces of office equipment. The employee is occasionally required to sit, climb stairs, talk, and hear. The employee may occasionally be required to lift or move up to 35 pounds with or without a reasonable accommodation. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and the ability to adjust focus.

Work is conducted primarily in an office setting, but may include time in the field under a variety of weather conditions. Duties are usually performed alone, but are also performed as part of a work team. Attendance at some evening meetings may be required. The work environment is fast-paced and moderate to very noisy.

ACKNOWLEDGEMENTS

The statements contained herein reflect general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload.

EQUAL OPPORTUNITY EMPLOYER - AMERICANS WITH DISABILITIES ACT

The City of Edgewood is an Equal Opportunity Employer. Women and minorities are encouraged to apply. Requirements outlined in this job description may be subject to modification to reasonably accommodate individuals with disabilities who are otherwise qualified for employment in this position. However, some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees.

This job description does not constitute a contract or agreement for employment. It is subject to change by the City as the needs of the City and requirements of the job change.

The City of Edgewood is a Drug Free workplace and an Equal Opportunity Employer.

APPLICATION SUBMITTAL

If you meet the minimum qualifications and are interested in applying for this position, please email your application packet consisting of a cover letter, resume, signed EOCC statement, signed job description, and your responses to the supplemental questions (listed below) to: humanresources@cityofedgewood.org.

Application packets may also be sent to the City of Edgewood via regular mail to the following address:

**City of Edgewood
Human Resources
2224 104th Ave E
Edgewood, WA 98372-1513**

Incomplete submittals will be disqualified. Only those applicants selected to move forward in the process may be contacted. Submittals will be retained in accordance with Records Retention practices. If you have questions regarding the application process, please contact human resources at 253-952-3299 or via e-mail at humanresources@cityofedgewood.org.

Employee signature below constitutes the employee's understanding of the requirements, expectations, essential functions and duties of this position.

Name

Date

SUPPLEMENTAL QUESTIONS

The following questions are designed to help you present your qualifications for this position. Your responses to these questions will be used to determine whether you are among the most qualified of the applicants and should continue in the selection process. Responses should be printed legibly in ink or typewritten, complete, and specific. Clarity and completeness of answers are factors, which will be considered in the evaluation process. Address each question separately using additional pages as necessary. Be sure to indicate your name on each additional page. Please note that you must submit a cover letter, resume, and signed EOCC statement along with the completed supplemental questions in order to be considered further in the selection process.

1. Please describe your customer service experience.
2. Please describe your familiarity with municipal permitting, permitting software, building inspections, plan review, and general development regulations.
3. Please tell us why you are interested in this position and why you are looking to leave your current position.
4. If you do not possess the typical education or experience listed under the minimum qualifications, or if you would like to expand on your qualifications, please explain how your particular combination of education and experience has provided you with the required knowledge, skills, and abilities to perform the essential functions of this job.



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – 24th & Meridian Sidewalks – Contract Award	Agenda Item #: 2.E
	For Agenda of: 2/2/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. 1 - Call for Bids 2. 2 - SIGNED Bid Summary 3. 3 - Proposal - Reed Trucking 4. 4 - SBRC - Reed Trucking 5. 5a - EDGEWOOD P-E-201(P03)-1 Bid Awd UCE 6. 5b - TIB Bid Award Letter 7. 6 - Contract Signed 1-21-2021 8. 7 - P&P Bonds NWA2443	
Approval of Materials: Jeremy Metzler Rachel Pitzel 1/28/2021 Dave Gray 1/28/2021 Daryl Eidingen 1/28/2021	Expenditure Required: \$621,356.25 Amount Budgeted: \$1,000,000 (CIP Project T-9) Timeline: 02/02/2021 SS 02/09/2021 RCM

Summary Statement:

On December 15, 2020, the City advertised a Call for Bids (attached). We received eight (8) responses by the January 15, 2021 deadline (revised by Addendum). Staff tabulated the bid results (attached), reviewed the proposals and Supplemental Bidder Responsibility Criteria of the lowest bidder (attached), checked references, and determined the lowest responsive, responsible bidder was Reed Trucking and Excavating, Inc. Staff is seeking Council direction on whether or not to proceed with contract award and execution. Also attached for Council review are the TIB Updated Cost Estimate form and Bid Award Letter, and the construction contract signed by Reed Trucking.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Discussion – 24th & Meridian Sidewalks – Contract Award

Fiscal Note/Consideration:

The Engineer's Construction Cost Estimate for this project was originally \$1,030,000, revised to \$1,063,326.21

through issuance of Addenda. The Council-adopted Capital Improvement Plan identified \$1,000,000 for construction in 2021. Bids received range from \$621,356.25 to \$953,895.81.

The City's Traffic Impact fee fund balance is currently more than \$4M, and the total TIB Grant fund balance has been adjusted to \$520,849 (see attached TIB Bid Award Letter). Some portion of these balances has and will be allocated toward design and construction management services not included herein.

CALL FOR BIDS

CITY OF EDGEWOOD

24TH AND MERIDIAN SIDEWALK GAPS ENGINEER'S ESTIMATE \$1,030,000

Sealed Proposals will be received by the undersigned at the City of Edgewood, 2224 104th Avenue East, Edgewood, Washington 98372, up to 2:00 pm local time on January 12, 2021, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct the aforementioned Sidewalk Gap Project.

This project consists of furnishing all labor, materials and equipment necessary for the construction of sidewalks and appurtenant road and utility improvements at the 2400-block of Meridian Avenue East and the 9900-block of 24th Street East, including but not limited to: clearing and grading; retaining wall installation; storm drainage, water main, and dry utility relocation; sidewalk and bike lane installation; illumination, and landscaping.

The Work shall be substantially complete within 120 working days after the commencement date stated in the Notice to Proceed. All bidding and construction is to be performed in compliance with the Contract Provisions and Contract Plans for this project and any addenda issued thereto that are on file at the office of the City Clerk, City Hall, Edgewood, Washington.

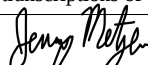
The Proposals will be publicly opened and read aloud shortly after the time and date stated above. Proposals are to be submitted only on the form provided with the Bid Documents. All Proposals must be accompanied by a certified check, postal money order, cashier's check, or Proposal bond payable to the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

Bid Documents for this project are available free-of-charge at the following website: <http://gobids.grayandosborne.com>. Bidders are encouraged to register in order to receive automatic email notification of future addenda and to be placed on the Bidders List. For assistance with the website, please call (206) 284-0860. Contract questions shall be directed to Jeremy Metzler, Public Works Director, City of Edgewood, (253) 831-4266.

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

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

	BIDDER			ENGINEER'S ESTIMATE	ACTIVE CONSTRUCTION, INC.		HCON, INC.		MIKE MCCLUNG CONSTRUCTION CO.		PACIFIC CIVIL & INFRASTRUCTURE, INC.		RAZZ CONSTRUCTION, INC.		REED TRUCKING & EXCAVATING, INC.		RODARTE CONSTRUCTION INC.		RW SCOTT CONSTRUCTION	
	BIDDER ADDRESS				5110 River Road East Tacoma, WA 98443		P.O. Box 731005 Puyallup, WA 98373		P.O. Box 1189 Buckley, WA 98321		1214 140th Ave Ct E Sumner, WA 98390		4055 Hammer Drive Bellingham, WA 98226		2207 Inter Ave, Suite A Puyallup, WA 98372		17 East Valley Hwy E Auburn, WA 98092		4005 West Valley Hwy N Auburn, WA 98001-2442	
					500,933-00		667,714-00		032,783-00		317,522-00		846,666-01		983,104-00		388,601-00		579,092-00	
	WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.				ACTIVCI164JL		HCONII*820DM		MIKEMCC981KB		PACIFICI867J8		RAZZCCI955KU		REEDTEI016JW		RODARI*225D9		RWSOC*229MU	
	WASHINGTON STATE CONTRACTOR'S REG. NUMBER				5% BID BOND		5% BID BOND		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	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SCHEDULE A: MERIDIAN AVENUE EAST AND 24TH STREET EAST SIDEWALKS (TIB ELIGIBLE)																				
1	Minor Change (1-04.4(1))	1	CALC	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
2	Survey (1-05.4(2))	1	LS	\$10,000.00	\$10,000.00	\$4,900.00	\$4,900.00	\$7,000.00	\$7,000.00	\$6,696.00	\$6,696.00	\$4,500.00	\$4,500.00	\$9,000.00	\$9,000.00	\$6,700.00	\$6,700.00	\$5,000.00	\$5,000.00	\$6,000.00
3	SPCC Plan (1-07.15(1))	1	LS	\$2,000.00	\$2,000.00	\$150.00	\$150.00	\$500.00	\$500.00	\$959.00	\$959.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$500.00
4	Mobilization, cleanup and demob. (1-09.7)	1	LS	\$86,387.70	\$86,387.70	\$81,033.53	\$81,033.53	\$60,000.00	\$60,000.00	\$90,000.00	\$90,000.00	\$60,000.00	\$60,000.00	\$65,000.00	\$65,000.00	\$55,000.00	\$55,000.00	\$58,000.00	\$58,000.00	\$102,900.00
5	COVID-19 Safety Plan (1-07)	1	LS	\$5,000.00	\$5,000.00	\$150.00	\$150.00	\$500.00	\$500.00	\$959.00	\$959.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,500.00
6	Temporary Erosion and Sediment Control (8-01)	1	LS	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$17,500.00	\$17,500.00	\$5,000.00	\$5,000.00	\$13,000.00	\$13,000.00	\$31,500.00	\$31,500.00	\$4,500.00	\$4,500.00	\$15,000.00	\$15,000.00	\$3,000.00
7	Temporary Traffic Control (including flaggers)	1	LS	\$135,000.00	\$135,000.00	\$120,000.00	\$120,000.00	\$132,000.00	\$132,000.00	\$166,000.00	\$166,000.00	\$69,000.00	\$69,000.00	\$50,000.00	\$50,000.00	\$70,000.00	\$70,000.00	\$100,000.00	\$100,000.00	\$100,000.00
8	Clear and Grub (2-01)	0.3	AC	\$50,000.00	\$15,000.00	\$49,000.00	\$14,700.00	\$18,000.00	\$5,400.00	\$30,485.00	\$9,145.50	\$31,611.33	\$9,483.40	\$40,000.00	\$12,000.00	\$15,000.00	\$4,500.00	\$50,000.00	\$15,000.00	\$50,000.00
9	Remove Gravel (2-02)	50	CY	\$99.00	\$4,950.00	\$41.50	\$2,075.00	\$110.00	\$5,500.00	\$44.00	\$2,200.00	\$32.00	\$1,600.00	\$80.00	\$4,000.00	\$20.00	\$1,000.00	\$10.00	\$500.00	\$25.00
10	Remove Asphalt Obstructions (2-02)	378	TN	\$110.00	\$41,580.00	\$51.00	\$19,278.00	\$55.00	\$20,790.00	\$47.00	\$17,766.00	\$50.00	\$18,900.00	\$60.00	\$22,680.00	\$25.00	\$9,450.00	\$20.00	\$7,560.00	\$25.00
11	Sawcutting (2-02)	899	LF	\$10.00	\$8,990.00	\$3.50	\$3,146.50	\$5.00	\$4,495.00	\$4.00	\$3,596.00	\$5.00	\$4,495.00	\$10.00	\$8,990.00	\$0.50	\$449.50	\$3.00	\$2,697.00	\$4.00
12	Roadway Excavation incl. Haul (2-03)	356	CY	\$50.00	\$17,800.00	\$40.00	\$14,240.00	\$60.00	\$21,360.00	\$40.00	\$14,240.00	\$56.00	\$19,936.00	\$50.00	\$17,800.00	\$50.00	\$17,800.00	\$35.00	\$12,460.00	\$35.00
13	Gravel Borrow incl. Haul (2-03)	35	CY	\$80.00	\$2,800.00	\$60.00	\$2,100.00	\$45.00	\$1,575.00	\$74.00	\$2,590.00	\$18.00	\$630.00	\$125.00	\$4,375.00	\$40.00	\$1,400.00	\$60.00	\$2,100.00	\$40.00
14	Crushed Surfacing Top Course (4-04)	143	TN	\$60.00	\$8,580.00	\$34.00	\$4,862.00	\$26.00	\$3,718.00	\$54.00	\$7,722.00	\$80.00	\$11,440.00	\$100.00	\$14,300.00	\$50.00	\$7,150.00	\$32.00	\$4,576.00	\$40.00
15	Gravel Base (4-02)	300	TN	\$50.00	\$15,000.00	\$33.50	\$10,050.00	\$25.00	\$7,500.00	\$49.00	\$14,700.00	\$61.00	\$18,300.00	\$50.00	\$15,000.00	\$40.00	\$12,000.00	\$32.00	\$9,600.00	\$38.00
16	HMA CL. 1/2 in. PG 58H-22" (5-04)	194	TN	\$210.00	\$40,740.00	\$142.00	\$27,548.00	\$133.00	\$25,802.00	\$180.00	\$34,920.00	\$148.00	\$28,712.00	\$145.00	\$28,130.00	\$150.00	\$29,100.00	\$140.00	\$27,160.00	\$140.00
17	Pedestrian Handrail (6-06)	172	LF	\$150.00	\$25,800.00	\$289.00	\$49,708.00	\$235.00	\$40,420.00	\$773.00	\$132,956.00	\$150.00	\$25,800.00	\$200.00	\$34,400.00	\$165.00	\$28,380.00	\$200.00	\$34,400.00	\$440.00
18	Structural Earth Wall (6-13)	684	SF	\$95.00	\$64,980.00	\$112.00	\$76,608.00	\$38.00	\$25,992.00	\$45.00	\$30,780.00	\$87.00	\$59,508.00	\$95.00	\$64,980.00	\$40.00	\$27,360.00	\$100.00	\$68,400.00	\$39.00
19	Underdrain Pipe 4 In.-Diameter (7-01)	175	LF	\$25.00	\$0.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
20	Schedule A Storm Sewer Pipe 6 In. Diam. (7-04)	16	LF	\$45.00	\$720.00	\$101.00	\$1,616.00	\$50.00	\$800.00	\$62.00	\$992.00	\$91.00	\$1,456.00	\$80.00	\$1,280.00	\$100.00	\$1,600.00	\$55.00	\$880.00	\$80.00
21	Schedule A Storm Sewer Pipe 12 In. Diam. (7-04)	792	LF	\$85.00	\$67,200.00	\$119.00	\$94,248.00	\$44.00	\$34,848.00	\$52.00	\$41,184.00	\$75.00	\$59,400.00	\$60.00	\$47,520.00	\$50.00	\$39,600.00	\$70.00	\$55,440.00	\$85.00
22	Catch Basin Type I (7-05)	6	EA	\$3,000.00	\$18,000.00	\$1,850.00	\$11,100.00	\$1,500.00	\$9,000.00	\$2,324.00	\$13,944.00	\$2,000.00	\$12,000.00	\$2,000.00	\$12,000.00	\$1,400.00	\$8,400.00	\$1,700.00	\$10,200.00	\$1,600.00
23	Adjust Manhole (7-05)	1	EA	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$550.00	\$550.00	\$1,182.00	\$1,182.00	\$1,200.00	\$1,200.00	\$850.00	\$850.00	\$750.00	\$750.00	\$600.00	\$600.00	\$1,000.00
24	Connection to Drainage Structure (7-05)	4	EA	\$1,750.00	\$7,000.00	\$600.00	\$2,400.00	\$350.00	\$1,400.00	\$1,284.00	\$5,136.00	\$1,000.00	\$4,000.00	\$600.00	\$2,400.00	\$500.00	\$2,000.00	\$1,300.00	\$5,200.00	\$750.00
25	Adjust Junction Box (7-20)	5	EA	\$750.00	\$3,750.00	\$350.00	\$1,750.00	\$350.00	\$1,750.00	\$703.00	\$3,515.00	\$700.00	\$3,500.00	\$400.00	\$2,000.00	\$250.00	\$1,250.00	\$700.00	\$3,500.00	\$300.00
26	Adjust Catch Basin (Solid Metal Cover) (7-05)	3	EA	\$1,000.00	\$3,000.00	\$850.00	\$2,550.00	\$400.00	\$1,200.00	\$1,240.00	\$3,720.00	\$1,200.00	\$3,600.00	\$1,000.00	\$3,000.00	\$500.00	\$1,500.00	\$650.00	\$1,950.00	\$750.00
27	Inlet Protecton (8-01)	6	EA	\$300.00	\$1,800.00	\$115.00	\$690.00	\$60.00	\$360.00	\$97.00	\$582.00	\$100.00	\$600.00	\$500.00	\$3,000.00	\$50.00	\$300.00	\$65.00	\$390.00	\$70.00
28	Topsoil, Type A (8-02)	358	SY	\$25.00	\$8,950.00	\$16.00	\$5,728.00	\$22.00	\$7,876.00	\$16.00	\$5,728.00	\$25.00	\$8,950.00	\$12.00	\$4,296.00	\$15.00	\$5,370.00	\$15.00	\$5,370.00	\$15.00
29	Seeding, Fertilizing and Mulching (8-02)	358	SY	\$40.00	\$14,320.00	\$5.50	\$1,969.00	\$10.00	\$3,580.00	\$5.00	\$1,790.00	\$3.00	\$1,074.00	\$4.00	\$1,432.00	\$6.00	\$2,148.00	\$3.50	\$1,253.00	\$15.00
30	Cement Concrete Traffic Curb and Gutter (8-04)	772	LF	\$100.00	\$77,200.00	\$32.00	\$24,704.00	\$27.00	\$20,844.00	\$36.00	\$27,792.00	\$26.00	\$20,072.00	\$30.00	\$23,160.00	\$30.00	\$23,160.00	\$40.00	\$30,880.00	\$28.00
31	Cement Concrete Traffic Curb (8-04)	29	LF	\$85.00	\$2,465.00	\$35.00	\$1,015.00	\$39.00	\$1,131.00	\$37.00	\$1,073.00	\$26.00	\$754.00	\$30.00	\$870.00	\$40.00	\$1,160.00	\$40.00	\$1,160.00	\$41.00
32	Cement Concrete Driveway Entr. Type 2 (8-06)	132	SY	\$210.00	\$27,720.00	\$96.00	\$12,672.00	\$53.00	\$6,996.00	\$127.00	\$16,764.00	\$94.00	\$12,408.00	\$85.00	\$11,220.00	\$78.00	\$10,296.00	\$100.00	\$13,200.00	\$54.00
33	Cement Concrete Driveway Approach (8-06)	217	SY	\$210.00	\$45,570.00	\$94.00	\$20,398.00	\$64.00	\$13,888.00	\$127.00	\$27,559.00	\$91.00	\$19,747.00	\$85.00	\$18,445.00	\$88.00	\$19,096.00	\$100.00	\$21,700.00	\$66.00
34	Flexible Guide Post (8-10)	5	EA	\$125.00	\$625.00	\$92.00	\$460.00	\$100.00	\$500.00	\$126.00	\$630.00	\$76.00	\$380.00	\$120.00	\$600.00	\$100.00	\$500.00	\$120.00	\$600.00	\$66.00
35	Chain Link Fence, Type 4 (w/ vynil ctg) (8-12)	5	LF	\$150.00	\$750.00	\$190.00	\$950.00	\$100.00	\$500.00	\$223.00	\$1,115.00	\$100.00	\$500.00	\$300.00	\$1,500.00	\$100.00	\$500.00	\$225.00	\$1,125.00	\$180.00
36	Cement Concrete Sidewalk (8-14)	526	SY	\$185.00	\$97,310.00	\$58.50	\$30,771.00	\$64.00	\$33,664.00	\$117.00	\$61,542.00	\$98.00	\$51,548.00	\$43.00	\$22,618.00	\$160.00	\$84,160.00	\$60.00	\$31,560.00	\$66.00
37	Cement Concrete Curb Ramp Type Single Direction A (8-14)	1	EA	\$6,000.00	\$6,000.00	\$2,200.00	\$2,200.00	\$2,600.00	\$2,600.00	\$2,301.00	\$2,301.00	\$2,000.00	\$2,000.00	\$3,600.00	\$3,600.00	\$3,200.00	\$3,200.00	\$4,000.00	\$4,000.00	\$2,800.00
38	Detectable Warning Surface (8-14)	20	SF	\$60.00	\$1,200.00	\$46.50	\$930.00	\$39.00	\$780.00	\$70.00	\$1,400.00	\$43.00	\$860.00	\$85.00	\$1,700.00	\$40.00	\$800.00	\$85.00	\$1,700.00	\$40.00
39	Mailbox Support Type I (8-18)	3	EA	\$500.00	\$1,500.00	\$1,300.00	\$3,900.00	\$600.00	\$1,800.00	\$283.00	\$849.00	\$950.00	\$2,850.00	\$350.00	\$1,050.00	\$500.00	\$1,500.00	\$225.00	\$675.00	\$400.00
40	Conduit Pipe 2 in. Diam. (8-20)	1,839	LF	\$12.50	\$22,987.50	\$12.00	\$22,068.00	\$12.00	\$22,068.00	\$18.00	\$33,102.00	\$8.00	\$14,712.00	\$14.00	\$25,746.00	\$9.00	\$16,551.00	\$14.00	\$25,746.00	\$14.00
41	Conduit Pipe 4 in. Diam. (8-20)	1,026	LF	\$17.50	\$17,955.00	\$4.50	\$4,617.00	\$16.00	\$16,416.00	\$7.00	\$7,182.00	\$15.00	\$15,390.00	\$5.00	\$5,130.00	\$18.00	\$18,468.00	\$5.00	\$5,130.00	\$10.00
42	Junction Box - Type I (8-20)	8	EA	\$500.00	\$4,000.00	\$665.00	\$5,320.00	\$1,000.00	\$8,000.00	\$1,009.00	\$8,072.00	\$1,250.00	\$10,000.00	\$725.00	\$5,800.00	\$1,000.00	\$8,000.00	\$750.00	\$6,000.00	\$900.00
43	Junction Box - Type I (8-20)	2	EA	\$800.00	\$1,600.00	\$770.00	\$1,540.00	\$1,250.00	\$2,500.00	\$1,166.00	\$2,332.00	\$1,600.00	\$3,200.00	\$850.00	\$1,700.00	\$1,500.00	\$3,000.00	\$825.00	\$1,650.00	\$1,

	BIDDER			ENGINEER'S ESTIMATE		ACTIVE CONSTRUCTION, INC.		HCON, INC.		MIKE MCCLUNG CONSTRUCTION CO.		PACIFIC CIVIL & INFRASTRUCTURE, INC.		RAZZ CONSTRUCTION, INC.		REED TRUCKING & EXCAVATING, INC.		RODARTE CONSTRUCTION INC.		RW SCOTT CONSTRUCTION	
NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SCHEDULE B: 24TH STREET EAST WATER MAIN RELOCATION (NON-TIB ELIGIBLE)																					
1	Minor Change (1-04.4(1))	1	CALC	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
2	Survey (1-05.4(2))	1	LS	\$2,000.00	\$2,000.00	\$550.00	\$550.00	\$1,000.00	\$1,000.00	\$1,503.00	\$1,503.00	\$500.00	\$500.00	\$1,800.00	\$1,800.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$750.00	\$750.00
3	SPCC Plan (1-07.15(1))	1	LS	\$500.00	\$500.00	\$150.00	\$150.00	\$500.00	\$500.00	\$959.00	\$959.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$100.00	\$100.00	\$100.00	\$150.00	\$150.00
4	Mobilization (1-09.7)	1	LS	\$6,663.00	\$6,663.00	\$500.00	\$500.00	\$6,500.00	\$6,500.00	\$3,755.00	\$3,755.00	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	\$3,500.00	\$3,500.00	\$5,500.00	\$5,500.00	\$1,500.00	\$1,500.00
5	COVID-19 Safety Plan (1-07)	1	LS	\$1,000.00	\$1,000.00	\$150.00	\$150.00	\$500.00	\$500.00	\$959.00	\$959.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$100.00	\$100.00	\$100.00	\$100.00	\$200.00	\$200.00
6	Temporary Erosion and Sediment Control (8-01)	1	LS	\$2,000.00	\$2,000.00	\$1,100.00	\$1,100.00	\$5,000.00	\$5,000.00	\$1,047.00	\$1,047.00	\$5,074.00	\$5,074.00	\$2,500.00	\$2,500.00	\$100.00	\$100.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00
7	Remove Water Line (2-02)	494	LF	\$25.00	\$12,350.00	\$14.25	\$7,039.50	\$16.00	\$7,904.00	\$14.00	\$6,916.00	\$29.00	\$14,326.00	\$30.00	\$14,820.00	\$5.00	\$2,470.00	\$30.00	\$14,820.00	\$34.00	\$16,796.00
8	Ductile Iron Class 52 Pipe for Water Main 8 In. Diam. (7-09)	492	LF	\$90.00	\$44,280.00	\$89.00	\$43,788.00	\$72.00	\$35,424.00	\$107.00	\$52,644.00	\$85.00	\$41,820.00	\$90.00	\$44,280.00	\$65.00	\$31,980.00	\$120.00	\$59,040.00	\$95.00	\$46,740.00
9	Service Connection 1 In. Diam. (7-15)	5	EA	\$500.00	\$2,500.00	\$3,000.00	\$15,000.00	\$2,500.00	\$12,500.00	\$3,442.00	\$17,210.00	\$4,050.00	\$20,250.00	\$3,500.00	\$17,500.00	\$250.00	\$1,250.00	\$2,500.00	\$12,500.00	\$600.00	\$3,000.00
	Subtotal, Schedule B				\$73,293.00		\$70,277.50		\$71,328.00		\$86,993.00		\$95,970.00		\$93,400.00		\$42,000.00		\$98,060.00		\$74,136.00
	Sales Tax @ 9.9%				\$7,256.01		\$6,957.47		\$7,061.47		\$8,612.31		\$9,501.03		\$9,246.60		\$4,158.00		\$9,707.94		\$7,339.46
	TOTAL CONSTRUCTION COST, SCHEDULE B				\$80,549.01		\$77,234.97		\$78,389.47		\$95,605.31		\$105,471.03		\$102,646.60		\$46,158.00		\$107,767.94		\$81,475.46
	TOTAL CONSTRUCTION COST, SCHEDULE A				\$982,777.20		\$734,576.03		\$611,969.00		\$858,290.50		\$650,275.40		\$659,206.00		\$575,198.25		\$636,958.00		\$679,028.00
	TOTAL CONSTRUCTION COST, SCHEDULE B				\$80,549.01		\$77,234.97		\$78,389.47		\$95,605.31		\$105,471.03		\$102,646.60		\$46,158.00		\$107,767.94		\$81,475.46
	TOTAL CONSTRUCTION COST, SCHEDULES A & B				\$1,063,326.21		\$811,811.00		\$690,358.47		\$953,895.81		\$755,746.43		\$761,852.60		\$621,356.25		\$744,725.94		\$760,503.46
	Sealed bids were opened at the City of Edgewood, 2224 104th Avenue East, Edgewood, Washington 98372 on Friday, January 15, 2021, 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.							DENOTES MATHEMATICAL OR ROUNDING ERROR													
																					
	Jeremy W. Metzler, P.E.																				

**SIDEWALK GAP PROJECT – MERIDIAN AVENUE EAST AND 24TH
STREET EAST**

PROPOSAL

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

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

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

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

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

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

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

PROPOSAL - Continued

SCHEDULE A: MERIDIAN AVENUE EAST AND 24TH STREET EAST SIDEWALKS
(TIB ELIGIBLE)

<u>NO.</u>	<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Minor Change (1-04.4(1))	1	CALC	\$20,000	\$20,000
2.	Survey (1-05.4(2))	1	LS	\$ <u>6,700</u>	\$ <u>6,700</u>
3.	SPCC Plan (1-07.15(1))	1	LS	\$ <u>3,500</u>	\$ <u>3,500</u>
4.	Mobilization, cleanup and demobilization (1-09.7)	1	LS	\$ <u>55,000</u>	\$ <u>55,000</u>
5.	COVID-19 Safety Plan (1-07)	1	LS	\$ <u>500</u>	\$ <u>500</u>
6.	Temporary Erosion and Sediment Control (8-01)	1	LS	\$ <u>4,500</u>	\$ <u>4,500</u>
7.	Temporary Traffic Control (including flaggers)	1	LS	\$ <u>70,000</u>	\$ <u>70,000</u>
8.	Clear and Grub (2-01)	0.3	AC	\$ <u>15,000</u>	\$ <u>4,500</u>
9.	Remove Gravel (2-02)	30 ⁵⁰	TN	\$ <u>20</u>	\$ <u>1,000</u>
10.	Remove Asphalt Obstructions (2-02)	378	TN	\$ <u>25</u>	\$ <u>9,450</u>
11.	Sawcutting (2-02)	899	LF	\$ <u>.50</u>	\$ <u>449.50</u>
12.	Roadway Excavation incl. Haul (2-03)	356	CY	\$ <u>50</u>	\$ <u>17,800</u>
13.	Gravel Borrow incl. Haul (2-03)	35	CY	\$ <u>40</u>	\$ <u>1,400</u>
14.	Crushed Surfacing Top Course (4-04)	143	TN	\$ <u>50</u>	\$ <u>7,150</u>
15.	^{Gravel Base} Crushed Surfacing Base Course (4-04)	300	TN	\$ <u>40</u>	\$ <u>12,000</u>
16.	HMA CL. ½ in. PG 58H-22" (5-04)	194	TN	\$ <u>150</u>	\$ <u>29,100</u>
17.	Pedestrian Handrail (6-06)	172	LF	\$ <u>165</u>	\$ <u>28,380</u>
18.	Structural Earth Wall (6-13)	577 ⁶⁸⁴	SF	\$ <u>40</u>	\$ <u>27,360</u>
19.	Underdrain Pipe 4 In. Diameter (7-01)	175	LF	\$ <u>5</u>	\$ <u>875</u>
20.	Schedule A Storm Sewer Pipe 6 In. Diameter (7-04)	16	LF	^{SP} \$ <u>100</u>	\$ <u>1,600</u>
21.	Schedule A Storm Sewer Pipe 12 In. Diameter (7-04)	508 ⁷⁹²	LF	\$ <u>50</u>	\$ <u>39,600</u>

PROPOSAL - Continued

22.	Catch Basin Type I (7-05)	62	EA	\$ 1400	\$ 8,400
23.	Adjust Manhole (7-05)	1	EA	\$ 750	\$ 750
24.	Connection to Drainage Structure (7-05)	4	EA	\$ 500	\$ 2,000
25.	Adjust Junction Box (7-20)	5	EA	\$ 250	\$ 1,250
26.	Adjust Catch Basin (Solid Metal Cover) (7-05)	3	EA	\$ 500	\$ 1,500
27.	Inlet Protection (8-01)	6	EA	\$ 50	\$ 300
28.	Topsoil, Type A (8-02)	358	SY	\$ 15	\$ 5,370
29.	Seeding, Fertilizing and Mulching (8-02)	358	SY	\$ 6	\$ 2,148
30.	Cement Concrete Traffic Curb and Gutter (8-04)	722 730	LF	\$ 30	\$ 23,160
31.	Cement Concrete Traffic Curb (8-04)	29 125	LF	\$ 40	\$ 1,160
32.	Cement Concrete Driveway Entrance Type 2 (8-06)	132	SY	\$ 78	\$ 10,296
33.	Cement Concrete Driveway Approach (8-06)	217	SY	\$ 88	\$ 19,096
34.	Flexible Guide Post (8-10)	5	EA	\$ 100	\$ 500
35.	Chain Link Fence, Type 4 (with vinyl coating) (8-12)	5	LF	\$ 100	\$ 500
36.	Cement Concrete Sidewalk (8-14)	526	SY	\$ 160	\$ 84,160
37.	Cement Concrete Curb Ramp Type Single Direction A (8-14)	1	EA	\$ 3200	\$ 3,200
38.	Detectable Warning Surface (8-14)	20	SF	\$ 40	\$ 800
39.	Mailbox Support Type I (8-18)	3	EA	\$ 500	\$ 1,500
40.	Conduit Pipe 2 in. Diam (8-20)	1839	LF	\$ 9	\$ 16,551
41.	Conduit Pipe 4 in Diam (8-20)	1026	LF	\$ 18	\$ 18,468
42.	Junction Box – Type I (8-20)	8	EA	\$ 1000	\$ 8,000
43.	Junction Box – Type II (8-20)	2	EA	\$ 1500	\$ 3,000

PROPOSAL - Continued

44.	Permanent Signing (8-21)	1	LS	\$ <u>3,000</u>	\$ <u>3,000</u>
45.	4" White Plastic Line (8-22)	611	LF	\$ <u>4</u>	\$ <u>2,444</u>
46.	8" White Plastic Line (8-22)	243	LF	\$ <u>7</u>	\$ <u>1,701</u>
47.	Shared Lane Marking (8-22)	1	EA	\$ <u>900</u>	\$ <u>900</u>
48.	White painted traffic curb (8-22)	431	LF	\$ <u>2.25</u>	\$ <u>969.75</u>
49.	Relocated Private Business Sign (8-30)	1	LS	\$ <u>500</u>	\$ <u>500</u>
50.	Type I Bollard (8-31)	2	EA	\$ <u>800</u>	\$ <u>1,600</u>
51.	Street Trees (8-32)	3	EA	\$ <u>2000</u>	\$ <u>6,000</u>
52.	Gravel Backfill for Drains (9-03) <i>Borrow for structural earth wall</i>	171	CY	\$ <u>35</u>	\$ <u>5,985</u>
Subtotal (Schedule A):				\$ <u>575,198.25</u>	
Washington State Sales Tax (0% Per W.S. Revenue Rule No. 171):				\$ <u>0.00</u>	
TOTAL CONSTRUCTION COST (SCHEDULE A):				\$ <u>575,198.25</u>	

PROPOSAL - Continued

SCHEDULE B: 24TH STREET EAST WATER MAIN RELOCATION (NON-TIB ELIGIBLE)

<u>NO.</u>	<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Minor Change (1-04.4(1))	1	CALC	\$2,000	\$2,000
2.	Survey (1-05.4(2))	1	LS	\$ <u>500</u>	\$ <u>500</u>
3.	SPCC Plan (1-07.15(1))	1	LS	\$ <u>100</u>	\$ <u>100</u>
4.	Mobilization (1-09.7)	1	LS	\$ <u>3,500</u>	\$ <u>3,500</u>
5.	COVID-19 Safety Plan (1-07)	1	LS	\$ <u>100</u>	\$ <u>100</u>
6.	Temporary Erosion and Sediment Control (8-01)	1	LS	\$ <u>100</u>	\$ <u>100</u>
7.	Remove Water Line (2-02)	494	LF	\$ <u>5</u>	\$ <u>2,470</u>
8.	Ductile Iron Class 52 Pipe for Water Main 8 In. Diam. (7-09)	492	LF	\$ <u>65</u>	\$ <u>31,980</u>
9.	Service Connection 1 In. Diam. (7-15)	5	EA	\$ <u>250</u>	\$ <u>1,250</u>
Subtotal (Schedule B):				\$	<u>42,000</u>
Washington State Sales Tax (9.9%):				\$	<u>4,158</u>
TOTAL CONSTRUCTION COST (SCHEDULE B):				\$	<u>46,158.00</u>

PROPOSAL - Continued

BID SUMMARY

1. TOTAL CONSTRUCTION COST
(SCHEDULE A forwarded from page P-4):.....\$ 575,198.25
2. TOTAL CONSTRUCTION COST
(SCHEDULE B forwarded from page P-5):.....\$ 46,158.00
- TOTAL CONSTRUCTION COST (ALL SCHEDULES):.....\$ 621,356.25

Note: A bid must be received on all items.

PROPOSAL - Continued

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm: Reed Trucking & Excavating, Inc

Address: 2207 Inter Ave Suite A Puyallup, WA 98372

Telephone No. 253-841-4837 Fax No. 253-841-4816

Contact Person for this Project: Shawn J. Reed

E-mail: sreed@reedtrucking.com

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

21

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
Traffic Control	60,000
WALLS	25,000
STORM + WATER	95,000
C&G, Demo, Grading	100,000

PROPOSAL - Continued

PROPOSED SUBCONTRACTORS (Per RCW 39.30.060)

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

Work to be Performed	Subcontractor or Prime (Name and Registration Number)
	↓ If G.C. cannot self perform
Electrical	TSI TRAN 551927NO

ADDENDA RECEIVED

Addendum No.	Date Received	Name of Recipient
1	12/30/2020	Shawn Reed
2	1/8/2021	Shawn Reed
3	1/12/2021	Shawn Reed

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

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

	Time from NTP to Substantial Completion	Time from NTP to Physical Completion
Schedule A & B	120 working days	180 working days

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

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 983-104-00 ;
Dept. of Licensing Contractor's Registration No. is REEDTEI016JW ;
Unified Business Identifier Number is 601-915-034 ;
Excise Tax Registration Number is 601-915-034 ; and
Employment Security Account Number is 093-121-004 .

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

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

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

1. That the undersigned person(s) or entity(ies) has(have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.
2. The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**December 15, 2020**), that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

PROPOSAL - Continued

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

Sincerely,



Sign Name

1/15/2021

Date

By: Shawn J. Reed

Print Name, Title

Puyallup, WA

Location Executed (City, State)

Reed Trucking & Excavating, Inc

Print Company Name

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

or Proposal bond in the amount of \$ 5% _____

_____, issued through Propel Insurance

Name of Bank/Bonding Company

located at 601 Union St, Suite 3400 Seattle, 98101

Mailing Address

206-676-4214

Telephone Number of Bank/Bonding Company

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we Reed Trucking & Excavating, Inc.

of Puyallup, WA as principal, and the Merchants National Bonding, Inc.

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

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

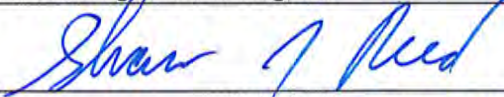
24TH AND MERIDIAN SIDEWALK GAPS

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

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

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be
signed and sealed this 15th day of January, 2021.

Reed Trucking & Excavating, Inc.



(Principal) Shawn J. Reed, President

Merchants National Bonding, Inc.

(Surety)



(Attorney-in-fact) Aliceon A. Keltner



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Aliceon A Keltner; Alyssa J Lopez; Amelia G Burrill; Annelies M Richie; Brandon K Bush; Brent E Heilesen; Carley Espiritu; Christopher Kinyon; Cynthia L Jay; Eric A Zimmerman; Erica E Mosley; Heather L Allen; Holli Albers; James B Binder; Jamie L Marques; Katharine J Snider; Kyle Joseph Howat

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 19th day of May, 2020.

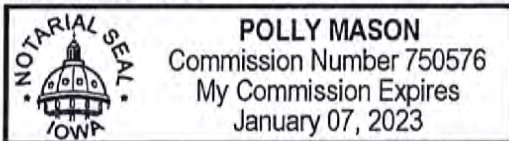


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 19th day of May, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Polly Mason
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of January, 2021.



William Warner Jr.
Secretary

APPENDIX A

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

APPENDIX A

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA FORMS EDGEWOOD COMMUNITY PARK

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

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

Contractor:

Name: Reed Trucking & Excavating, Inc
Address: 2207 Inter Ave Suite A Puyallup, WA 98372
Phone: 253-841-4837
Contact Person: Shawn Reed

2. Delinquent State Taxes

Instructions to Bidders: Check the appropriate box

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

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

1/15/2021
(Date)


(Signature)

Shawn J. Reed
(Print Name)

President
(Title)

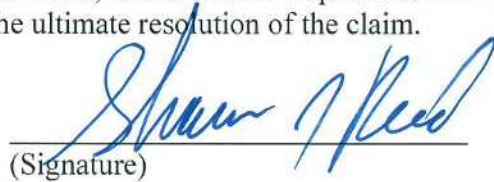
3. Claims Against Retainage and Bonds:

Instructions to Bidders: Check the appropriate box

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

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

1/15/2021
(Date)


(Signature)

Shawn J. Reed
(Print Name)

President
(Title)

4. **Public Bidding Crime:**

Instructions to Bidders: Check the appropriate box

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

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

1/15/2021
(Date)


(Signature)

Shawn J. Reed
(Print Name)

President
(Title)

5. Termination for Cause/Termination for Default

Instructions to Bidders: Check the appropriate box

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

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

01/15/2021
(Date)


(Signature)

Shawn J. Reed
(Print Name)

President
(Title)

6. Lawsuits

Instructions to Bidders: Check the appropriate box

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

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

01/15/2021
(Date)


(Signature)

Shawn J. Reed
(Print Name)

President
(Title)

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

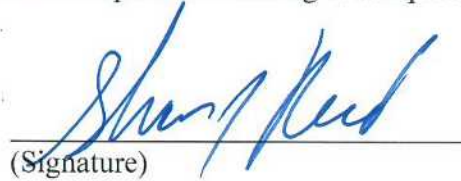
Instructions to Bidders: Check the appropriate box

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

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

01/15/2021

(Date)


(Signature)

Shawn J. Reed

(Print Name)

President

(Title)

8. Capacity and Experience

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

A. Capacity

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

\$5,494,719.29

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

\$3,218,819.73

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

ATTACHMENT A

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

2

B. Experience

- i. General character of work performed by firm:

Road improvements, underground utilities.

see attached description of work.

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

Dustin Wright has worked for Reed trucking for 5 years.

He also worked for Miles Resources for 5 years as a superintendent.

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

#1 Owner's Name and Contact Information: _____

Owner is a Government Agency? ☐ Yes ☐ No

Superintendent's Name: _____

Project Name: _____

Awarded Contract Amount: _____

Final Contract Amount: _____

Completion Date: _____

Project Description: _____

SEE ATTACHED

#2 Owner's Name and Contact Information: _____

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

#3 Owner's Name and Contact Information: _____

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



ATTACHMENT A

2207 Inter Ave. Suite A
Puyallup, WA 98372
Office 253-841-4837
Fax 253-841-4816
Shawn Reed, President
sreed@reedtrucking.com

Contractor's License: REEDTEI016JW
Contractor's License Bond: 9811617
Employment Security: 093121-004
L&I: 983, 104-00
Tax ID: 91-1938552
UBI: 601 915 034
King County SCS Certification No. 989

Qualifications Information

Project:	WSU LID Frontage Improvements Phase 4A
Owner:	City of Puyallup
Contact:	Ryan Rutkosky RRutkosky@PuyallupWA.gov
Scope	Precast concrete bridge under Pioneer Way, 600 ft of pourous HMA, , concrete curbs, sidewalks, coil nail and gabion walls
Bonded:	YES
Contract Amount:	\$2,436,462.50
% Complete:	0
Scheduled Completion:	Project starts April 2021, 110 working days
Project:	North Airport Area Storm Improvements
Owner:	City of Auburn
Contact:	Seth Wickstrom 2532-804-5034 swickstrom@auburnwa.gov
Scope:	Remove existing and install 470' of new storm pipe with structures.
Bonded:	YES
Contract Amount:	115,000
% Complete:	0
Scheduled Completion:	01/29/2021
Project:	Fitz Hugh Watermain
Owner:	City of Lacey
Contact:	Justin Knox
Scope:	Install 1,300 Lineal feet of water main.
Bonded:	YES
Contract Amount:	\$427,754.00
% Complete:	100%
Scheduled Completion:	January 8, 2021
Project:	Mary Lyon Elementary SRTS
Owner:	City of Tacoma
Contact:	Neal Sartain 253-208-3739
Scope:	Safe Routes to School includes remove asphalt & concrete, replace with new. Add storm structures, crosswalk paint lines, and traffic signal modifications at three intersections.
Bonded:	YES
Contract Amount:	\$260,913.00
% Complete to Date:	95%
Scheduled Completion:	12/7/2020

Project:	SR 410 Sewer Bottleneck Phase II
Owner:	City of Bonney Lake
Contact:	Doug Budzinsky 253-447-4342
Scope:	Install new sewer main and rejoin existing sewer system boring under SR-410 at 192 nd Upgrade pushbuttons, new concrete curb ramps, storm water swale improvements.
Bonded:	YES
Contract Amount:	\$910,908.04
% Complete to Date:	60%
Scheduled Completion:	10/23/2020
Project:	Jackson Ave SE & SE Salmonberry Road Intersection
Owner:	Kitsap County
Contact:	Steve Nichols 253-405-9711
Scope:	Construct single-lane roundabout, 10' sidewalks, Bioretention cell, 4 gravity block walls and new illumination system at the intersection of Jackson Avenue SE & SE Salmonberry Road. Traffic control, paving, curb & gutter and pavement markings.
Bonded:	YES
Contract Amount:	\$1,121,773.00
% Complete to Date:	100%
Scheduled Completion:	12/4/2020
Project:	Cedar Street Improvements
Owner:	City Of Buckley
Contact:	Chris Banks
Scope:	Install 1,200 LF of roadway on Cedar Street from Jefferson Ave to Main Street. Grind & overlay above existing concrete panels, full reconstruction, replace curb & gutter, curb ramp retrofits. 1,100 LF of new 8-in & 12-in storm pipe structures. 1,100 LF of 8-inch DI water main replacement. replace 220 LF of 8-inch PVC SCH 35 sanitary sewer main. Pave 275 LF of alley. concrete curb, gutter, sidewalk.
Bonded:	YES
Contract Amount:	\$1,290,651.24
% of Work Completed to Date:	100%
Scheduled Completion:	July 15, 2020
Project:	Water Main Replacement Project MRP 2018-45
Owner:	City of Tacoma Public Utilities
Contact:	Geff Yotter 253-377-5966
Scope:	Construct approximately 9,700 LF of water main with all necessary valves and specials. Also install 10 foot precast concrete vault with bollards.
Bonded:	YES
Contract Amount:	1,473,617.30
% of work completed to date:	100%
Scheduled Completion:	October 2020
Project:	Meridian Water Improvements
Owner:	City of Lacey
Contact:	Aubrey Collier 360-438-2639
Scope:	Install 1,700 LF of 6 inch and 12 inch water main, valves and connections.
Bonded:	YES
Contract Amount:	\$340,212.12
% of work completed to date:	100%

Scheduled Completion:	05/01/2020
Project:	Liberty Bay Bioretention Project
Owner:	City of Poulsbo
Contact:	Charles Roberts 360-779-4078
Scope:	Install water quality features: Site 1 Install large concrete storm water quality treatment vault on the NK Middle School, install 300 LF storm pipe. Site 2- Retrofit and install 300 LF bio-retention swale on Fjord Drive.
Bonded:	Yes
Contract Amount:	\$270,224.35
% of work completed to date:	100%
Scheduled Completion:	5/29/ 2020
Project:	Volunteer Sidewalks
Owner:	City of Sumner
Contact:	Andrew Leach 253-299-5711
Scope:	Various sidewalk and ADA improvements, new water main, spot repairs, asphalt.
Bonded:	YES
Contract Amount:	\$1,072,061.17
% of work completed to date:	100%
Scheduled Completion:	January 2020
Project:	24th/25th Street Water Main Replacement
Owner:	City of Bonney Lake
Contact:	Doug Budzynski
Scope:	Replace existing PVC Water Main with new DIP Water Main.
Bonded:	YES
Contract Amount:	\$116,546.59
% of work completed to date:	100%
Scheduled Completion:	6/10/2019
Project:	2017 Sidewalk Links
Owner:	City of Puyallup
Contact:	Drew Young PE (253- 435-3641)
Scope:	Roadwork, utilities, HMA, concrete sidewalks, pervious concrete, spot repair
Bonded:	YES
Contract Amount:	\$1,288,155.00
% of work completed to date:	100%
Scheduled Completion:	March 2019
Project:	2016 Sidewalk Program
Owner:	City of Puyallup
Contact:	Drew Young Project Engineer (253- 435-3641)
Scope:	Roadwork, utilities, HMA, concrete sidewalks, spot repair, tree removal.
Bonded:	YES
Contract Amount:	\$656,941.00
% of work completed to date:	100%
Scheduled Completion:	March 2019
Project:	SE 256th St Realignment
Owner:	City of Maple Valley
Contact:	Bill Bullock
Scope:	Realign SE 256 th at Jenkins Creek, install precast split box culvert and streambed grading and gravity block wall, <i>Joint Utility Trenching</i> , pavement marking,
Bonded:	YES

Contract Amount:	\$732,428.81
% of work completed to date:	100%
Scheduled Completion:	September 2018
Project:	Kibler Avenue Pavement Preservation
Owner:	City of Enumclaw
Contact:	Dwayne Walker, P.E. (360-615-5730)
Scope:	Utilities, 2" overlay HMA, sidewalks, curb, gutter, ADA ramps, driveways.
Bonded:	YES
Contract Amount:	\$371,126.00
% of work completed to date:	100%
Scheduled Completion:	August 2018
Project:	River Avenue Improvements
Owner:	City of Buckley
Contact:	Tani Stratton P.E. Gray & Osborne (206-284-0860)
Scope:	1,000 LF storm & roadway Improvements: HMA, concrete curb, gutters, sidewalks, crosswalks, planting strips, bulb-outs, angle parking. Sanitary and side sewer, water mains, hydrants, street lighting conduit, channelization, signing, <i>Joint Utility Trenching (above to underground)</i> , irrigation, angle parking, pavement marking, decorative cement concrete.
Bonded:	YES
Contract Amount:	\$995,672.52
% of work completed to date:	100%
Scheduled Completion:	July 2018
Project:	Pacific Ave Pedestrian Crossings
Owner:	City of Olympia
Contact:	Craig Anderson (360-753-8709)
Scope:	Road Improvements: HMA, concrete curb, gutter, textured sidewalk, ramps, DWS, RRFB, painted lines, crosswalks, and arrows.
Bonded:	Yes
Contract Amount:	\$ 248,729.00
% of work completed to date:	100%
Scheduled Completion:	April 2018
Project:	Morrison Road West Street Improvements
Owner:	City of University Place
Contact:	Jack Ecklund (253-686-3066)
Scope:	2500 lineal feet curb & gutter, driveways, sidewalk with ADA ramps, Storm sewer pipe, CB's landscaping, rock wall.
Bonded:	Yes
Contract Amount:	\$ 327,481/00
% of work completed to date:	100%
Scheduled Completion:	January 2018
Project:	Woodland Creek Water Quality Retrofit
Owner:	Pierce County
Contact:	Al Amirzehni (253-798-4677)
Scope:	Improved existing storm water drainage system by retrofitting the existing system and added a water quality treatment system. HMA, erosion control planting.
Bonded:	Yes
Contract Amount:	\$ 563,718.00
% of work completed to date:	100%

Scheduled Completion:	October 2017
Project:	SW 165th Street Improvements
Owner:	City of Burien
Contact:	Dan O'Brien
Scope:	Construction of drainage pipe and structures, bio-retention cells, landscaping, grading, HMA pavement, and striping
Bonded:	Yes
Contract Amount:	\$ 431,398.00
% of work completed to date:	100% (1 year maintenance)
Scheduled Completion:	September 2017
Project:	Olympic Drive / Point Fosdick Drive Intersection Improvements
Owner:	City of Gig Harbor
Contact:	Marcos McGraw (253-853-2647)
Scope:	Reconstruction of 105 lf of right-turn lane, new sidewalks, curb, gutter, retaining wall; installation of storm drainage pipes and structures, signal modification, striping, permanent signing and traffic control.
Bonded:	Yes
Contract Amount:	\$ 487,715.00
% of work completed to date:	100%
Scheduled Completion:	September 2017
Project:	Larson Lane West Phase 1
Owner:	City of University Place
Contact:	Jack Ecklund (253-686-3066)
Scope:	Construct 560 lf of new road, grading, paving, water main, storm drainage, street lighting, joint utility trench, curbs, gutters and sidewalks
Bonded:	Yes
Contract Amount:	\$439,796.30
% of work completed to date:	100%
Scheduled Completion:	June - 2017
Project:	16th PL– 17th PL Storm Connection
Owner:	City of Des Moines
Contact:	Loren Reinhold (206-870-6584)
Scope:	Storm connections, grading, paving, curb and gutter
Bonded:	Yes
Contract Amount:	\$94,725
% of work completed to date:	100%
Scheduled Completion	June - 2017
Project:	South Tacoma Way – Steilacoom Blvd to 88th Street
Owner:	City of Lakewood
Contact:	Troy Pokswinski (253-983-7729)
Scope:	Curb, gutter, sidewalk, illumination, traffic signal and related street improvements
Bonded:	Yes
Contract Amount:	\$1,321,816
% of work completed to date	100%

Construction experience and present commitments of the key individuals of Reed Trucking & Excavating, Inc.

Shawn J. Reed: President /Owner	20 years managing construction projects
Dustin Wright: Superintendent	20 years construction
Char Jensen: Contract Administrator	20 years contract administration
Sam Anderson: Foreman	20 years construction
Travis Haney: Foreman	20 years construction
Pipe Layers, Top Man, Laborers, Dump Truck Drivers, Flaggers, Traffic Control Supervisor	

List of Major Equipment Owned:

2002 KOMATSU PC 200 Excavator
(2) 2019 KOMATSU PC 138 Excavator
 2018 & 2020 KOMATSU PC 88 Excavator
 2019 Kubota KX057 Excavator
 2005 KOMATSU WA250L-5 Loader
 2018 KOMATSU WA270-8 Loader
 2002 JOHN DEERE 310 Backhoe
 2020 John Deere 410 Backhoe
 2002 JOHN DEERE MDL 550H Dozer
 2002 Tilt Top Trailer
(3) FRIEGHTLINER 8 Axle DUMP Trucks & Trailers
 2005 F-450 Utility Truck
 2019 Ford F-450 Utility Truck
 1998 International Water Truck
 1998 Sakai 84" Drum Roller
 2019 ASPHALT ZIPPER
 (2) 2019 PORTABLE MESSAGE BOARDS
 2015 Caterpillar CB24B Asphalt Compactor
 2015 SM300 Laymore Sweeper

TRADE REFERENCES

Ferguson Waterworks	2042 S 112th ST.	PH: 253-538-8275	Fax: 253-531-9909
Jonathan Rosales	Tacoma, WA 98444	jonathan.rosales@ferguson.com	
Shope Concrete	1618 E. Main	PH: 253-848-1551 ext 26	Fax: 253-845-0292
Gail Ginther	Puyallup, WA 98372	sbowes@shopeconcrete.com	
Washington Rock	21711 103rd Ave	PH: 253-262-1661 ext 102	Fax: 253-262-1664
Madison Cole	Graham, WA 98338	AR@wa-rock.com	

Contracts on Hand

Job #	Project Name	Bonded Amount	Billed to date	balance of contract
148	SR 410 Sewer Bottleneck Phase 2	\$910,908.04	\$520,693.25	\$390,214.79
149	Mary Lyon Elementary SRTS	\$260,913.00	\$285,900.00	-\$24,987.00
150	Fitz Hugh Watermain	\$427,754.00	\$262,382.99	\$165,371.01
151	North Area Airport Storm Improv	\$105,450.00	\$0.00	\$105,450.00
152	WSU LID Frontage Phase 4A	\$2,436,462.50	\$0.00	\$2,436,462.50
		\$4,141,487.54	\$1,068,976.24	\$3,072,511.30



Transportation Improvement Board Updated Cost Estimate

Form generated on 12 Jan 2021

Agency **EDGEWOOD**
TIB Project No **P-E-201(P03)-1**
Project Name **Meridian Avenue and 24th Street E - 100' East of 98th Ave Ct E to 1000' North of 29th St E**

BID OPENING
Submit form PRIOR to award of contract

Current TIB Commitment
\$ **750,000**

TOTAL COST ESTIMATE AT BID OPENING

DESIGN PHASE		CONSTRUCTION PHASE		
Design Engineering	Right of Way	Construction Engineering	Construction Other	Contract Amount
110,000	0	9,200	71,000	614,656
Phase Total	110,000	Phase Total		694,856
		Total Project Cost		804,856

Include a cost breakdown for Construction Other

"Construction Other" includes PSE Illumination work (to be performed by PSE)

DETERMINATION OF ELIGIBLE COST

Enter the current estimated totals for Landscaping and Other Noneligible Cost					
Engineering Over 30 Percent	Other Noneligible Cost	Total Landscaping Cost	Allowable Landscaping	Noneligible Landscaping	Total Noneligible Cost
0	66,158	13,518	27,425	0	66,158
Total Eligible Project Cost					738,698

Include a cost breakdown of Other Noneligible costs

Minor Change (Schedule A) = \$20,000

Schedule B = \$46,158

Change in Eligible Total Project Cost (Total Eligible Project Cost - Previous Phase Eligible Cost) -324,995

Calculated Total TIB funds 520,849

Based on the project ratio the calculated surplus amount is \$229,151

Enter -229,151 in Requested Change cell

Requested Change -229,151

Requested Total TIB funds 520,849

Enter explanation for the change in Total Project Cost in the space below

Bids came in lower than Engineer's Estimate

Based on the cost information shown above, the agency requests a TIB fund surplus of \$229,151

FUNDING PARTNER PARTICIPATION

Update Funding Partner(s) and their current participation		
Funding Partners	Previous Commitment	Current Participation
TIB	750,000	520,849
EDGEWOOD	571,800	284,007
WSDOT	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
TOTALS	\$1,321,800	\$804,856
Funding Partner Total is Correct		

REQUIRED ATTACHMENTS

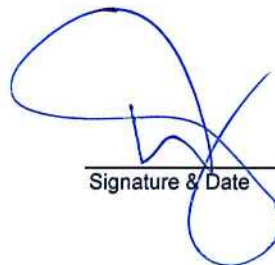
- ▶ Submit BID TABULATIONS with Updated Cost Estimate
- ▶ Enter description & cost breakdown for work performed under Construction Other in cell B17
- ▶ Include a cost breakdown of Other Noneligible costs in cell B24
- ▶ Enter brief explanation for COST DECREASE in cell B32

AGENCY OFFICIAL

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

DARYL ELDINGER
Printed or Typed Name

MAYOR
Title


Signature & Date

21 Jan 2021

REGISTERED ENGINEER

I certify the bid tabulations are accurate and correct.

JEREMY METZGER
Printed or Typed Name


Signature & Date

1/20/2021



Washington State Transportation Improvement Board

TIB Members

Vice Chair
Mayor Glenn Johnson
City of Pullman

Amy Asher
RiverCities Transit

Aaron Butters, P.E.
HW Lochner Inc.

Barbara Chamberlain
WSDOT

Elizabeth Chamberlain
City of Walla Walla

Chad Coles, P.E.
Spokane County

Mike Dahlem, P.E.
City of Sumner

Sue Dreier
Pierce Transit

Commissioner Al French
Spokane County

Commissioner Scott Hutsell
Lincoln County

John Klekotka, P.E.
Port of Everett

John Koster
County Road Administration Board

Colleen Kuhn
Human Services Council

Councilmember Sam Low
Snohomish County

Mayor Ron Lucas
Town of Steilacoom

David Ramsay
Feet First

Steve Roark, P.E.
WSDOT

Ruth Robertson
Budget Assistant of the Governor

Peter Rogalsky, P.E.
City of Richland

Councilmember Jan Schuette
City of Arlington

Jennifer Walker
Thurston County

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov

January 21, 2021

Mr. Jeremy Metzler, P.E.
Public Works Director
City of Edgewood
2224 104th Ave E
Edgewood, WA 98372-1513

Dear Mr. Metzler:

Based on your Updated Cost Estimate for the Meridian Avenue and 24th Street E project, TIB # P-E-201(P03)-1, your authorized TIB funds are \$520,849, which reflects a decrease of \$229,151.

You may now award the construction contract.

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

Sincerely,

Ashley Probart
Executive Director

cc: Debbie Zabell

PUBLIC WORKS CONTRACT

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

24TH AND MERIDIAN SIDEWALK GAPS, to include furnishing all labor, materials and equipment necessary for the construction of sidewalk improvements on Meridian Avenue E and 24th Street E including but not limited to, construction of new location sidewalks, connecting to existing sidewalks, pavement widening and restoration, driveway restoration, storm drainage adjustments and new catch basins, construction of a retaining wall adjacent to the sidewalks on 24th Street E, installation of street trees, signing and striping, and temporary traffic control as further described in the Bid Documents.
3. **Effective date.** This Contract becomes effective and binding upon the Parties, including each Party's heirs, successors, and assigns, immediately upon execution of this contract by both parties.
4. **Notices to Parties.** Contractor agrees to accept notices under this Contract via email. It is the responsibility of Contractor to notify the City in writing if any of the contact information appearing below should change. Any notices required under this Contract shall be in writing and delivered to the following addresses. If notice by email, a hard copy shall be delivered or mailed the same date as email.

CITY:

CITY OF EDGEWOOD
2224 104th Ave E
Edgewood, WA 98372-1513
Contact: Jeremy Metzler
Phone: (253) 952-3299 x114
Email: jeremy@cityofedgewood.org

CONTRACTOR:

Reed Trucking and Excavating, Inc.
Address: 2207 Inter Avenue, Suite A
Puyallup, WA 98372
Contact: Shawn J. Reed
Phone: (253) 841-4837
Email: sreed@reedtrucking.com
Tax ID #: 601-915-034

5. **Notice to Proceed / Completion Time.** Contractor will commence the work set forth herein immediately after receiving written notice from the City to proceed, and further agrees to carry on such work regularly and uninterruptedly thereafter with such force as to secure its completion within 120 working days, after such notice to begin work. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.

6. **Obligations of Contractor.** The following terms and conditions apply to this Contract:

A. In general.

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

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

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

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

B. Work Performance.

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

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

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

c. Non-Discrimination.

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

7. Compensation and Payment

- A. The City shall pay the Contractor for the work performed under this contract as follows (select one):
- ☐ Time and materials; not to exceed _____ plus all applicable taxes.
 - ☐ Lump sum price set forth on the Contractor's proposal; not to exceed _____ plus all applicable taxes.
 - ☒ Unit prices set forth in the Contractor's proposal; not to exceed \$621,356.25 (inclusive of all applicable taxes).
- B. Contractor shall request approval and acceptance of each category of work from the City. Contractor may not bill for the completed work until the City has accepted the completed work.
- C. All invoices shall be submitted for work after it has been performed, and paid by City warrant within thirty (30) days of receipt of a proper invoice, except those required to be withheld by law or agreed to in special contract provisions.
- D. Failure to perform any of the obligations under the Contract by Contractor may be decreed by the City to be adequate reason for withholding any payments until compliance is achieved. Progress payments for work performed shall not be evidence of acceptable performance or an admission by the City that any work has been satisfactorily completed.
- E. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.
- 8. Performance Bond.** If applicable, the Contractor shall provide a performance and payment bond to the City prior to commencement of work for 100% of the bid amount guaranteeing the full and faithful performance by Contractor of the terms and conditions of this Contract

and the payment of all labor, mechanics, subcontractors, and materialmen and all persons who supply them with provisions and supplies for carrying out the work under this contract. This bond shall be in force until completion of the contract and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, in a company acceptable to the City and on the form attached hereto.

Initial: SR. (Contractor)

9. **Retainage.** Pursuant to Chapter 60.28 RCW, a sum of five percent (5%) of the monies earned by Contractor will be retained from each invoice. Such retainage shall be used as a trust fund for the protection and payment: (1) to the State with respect to taxes imposed pursuant to RCW Title 82, and (2) the claims of any person arising under the Contract. No final payment or release of any retainage will be made until Contractor and each subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7 or other approved form) that has been certified by the industrial statistician of the Department of Labor and Industries. In addition, the retainage will not be released until the City has received certification that the Department of Revenue has received due payment of applicable taxes. Once the City has received certification from appropriate departments of the state of Washington, 45 days has passed from the date of acceptance of the Project and the City has not received any claims against the Project, then the City will release the retainage.
10. **Changes.** After execution of the Contract, changes in the scope of the work set forth in the Bid Documents may be accomplished by change order. Change orders shall be in writing signed by the Parties.
11. **Term and Termination of Contract.** This Agreement shall be in full force and effect for a period commencing upon execution and ending July 31, 2021, unless extended or sooner terminated under the provisions of this Contract. Time is of the essence of this Contract in each and all of its provisions in which performance is required. Further, this Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, Contractor shall not be entitled to receive any further payments under the Contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to Contractor. Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Contract.

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

A. Responsibility Criteria.

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

- a. Contractor has a certificate of registration in compliance with chapter 18.27 RCW;
- b. Contractor has a current state unified business identifier number;
- c. If applicable, Contractor has industrial insurance coverage for Contractor's employees working in Washington as required under Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and
- d. Contractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);

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

13. Insurance.

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations for a period of three years following substantial completion of the work for the benefit of the City, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the City has granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the City.

D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

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

3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

E. City Full Availability of Contractor Limits

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

F. Other Insurance Provision

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

G. Contractor's Insurance for Other Losses

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

H. Waiver of Subrogation

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

K. Subcontractors

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

L. Notice of Cancellation

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

M. Failure to Maintain Insurance

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

14. Claims for damages.

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

injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of the City.

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

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

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

15. Assigning or Subcontracting. Contractor shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Contract without the express prior written consent of the City.

16. Independent Contractor. Contractor is and shall be at all times during the term of this Contract an independent contractor. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City. The Contractor will solely be responsible for its acts and for the acts of its agents, employees, subcontractors, or representatives during the performance of this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Contractor or any employee of the Contractor.

17. Disputes. Any action for claims arising out of or relating to this Contract shall be governed by the laws of the State of Washington. Venue shall be in Pierce County Superior Court.

18. Attorney's Fees. In any suit or action instituted to enforce any right granted in this Contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

19. Extent of Contract/Modification. This Contract, together with attachments or addenda, represents the entire and integrated agreement between the parties hereto and supersedes all prior

negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only by written instrument properly signed by both parties. Should any language in any of the Exhibits or Contract Documents conflict with language contained in this Contract, the provisions of this Contract shall prevail.

20. Use and Ownership of Logos and Documents. The Contractor will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent. On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

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

22. Severability. Any provision or part of the Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as reasonably possible to expressing the intention of the stricken provision.

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

CITY OF EDGEWOOD

By: _____

Print name: _____

Title: _____

Date: _____

CONTRACTOR

By: Shawn J Reed

Print name: Shawn J Reed

Title: President

Date: 01/21/2021

APPROVED AS TO FORM:

Ann Marie J. Soto, City Attorney

Attachments

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Shawn J Reed
Corporate Officer Signature (not Contract Signer)

Shawn J Reed

Print Name

President

Title

State of Washington

County of Pierce

Shawn Reed, (Corporate Officer (not Contract Signer)) being duly sworn, deposes and says that he/she is President (Corporate Title) of Reed Trucking & Exc. (Name of Corporation).

20 21 Subscribed and sworn to before me this 21st day of January.



Brandi M. Hall
Notary Public (Signature)

Brandi M. Hall
Notary Public (Print)

My commission expires 5/1/23

**PERFORMANCE BOND
to CITY OF EDGEWOOD, WA**

Bond No. NWA2443

The **CITY OF EDGEWOOD**, Washington, (City) has awarded to Reed Trucking & Excavating, Inc. (Principal), a contract for the construction of the project designated as the 24th and Meridian Sidewalk Gaps in Edgewood, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and Merchants National Bonding, Inc. (Surety), a corporation, organized under the laws of the State of Iowa 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 Six Hundred Twenty-one Thousand Three Hundred Fifty-six & 25/100 US Dollars (\$ 621,356.25) Total Contract Amount, subject to the provisions herein.

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

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

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

PRINCIPAL Reed Trucking & Excavating, Inc.

SURETY Merchants National Bonding, Inc.

Shawn J. Reed
Principal Signature

1/21/2021
Date

Aliceon A. Keltner
Surety Signature

1/21/2021
Date

Shawn J. Reed
Printed Name

Aliceon A. Keltner
Printed Name

President
Title

Attorney-in-Fact
Title



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

Propel Insurance

601 Union Street, Suite 3400, Seattle, WA 98101

(206) 676-4200

Approved as to form:

City Attorney, City of Edgewood

Date

PUBLIC WORKS PAYMENT BOND
to CITY OF EDGEWOOD, WA

Bond No. NWA2443

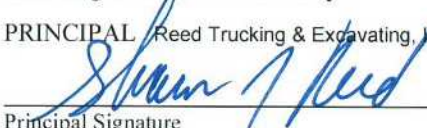
The **CITY OF EDGEWOOD**, Washington, (City) has awarded to Reed Trucking & Excavating, Inc. (Principal), a contract for the construction of the project designated as the 24th and Meridian Sidewalk Gaps in Edgewood, Washington (Contract), and said Principal is required under the terms of that Contract 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 Merchants National Bonding, Inc. (Surety), a corporation organized under the laws of the State of Iowa 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 Six Hundred Twenty-one Thousand Three Hundred Fifty-six & 25/100 (\$ 621,356.25) Total Contract Amount, subject to the provisions herein.

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

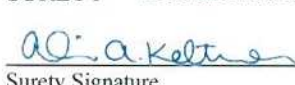
The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein,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

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

PRINCIPAL Reed Trucking & Excavating, Inc.

Principal Signature 1/21/2021
Date

Shawn J. Reed
Printed Name

President
Title

SURETY Merchants National Bonding, Inc.

Surety Signature 1/21/2021
Date

Aliceon A. Keltner
Printed Name

Attorney-in-Fact
Title



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

Propel Insurance

601 Union Street, Suite 3400, Seattle, WA 98101

(206) 676-4200

Approved as to form:

City Attorney, City of Edgewood

Date

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Aliceon A Keltner; Alyssa J Lopez; Amelia G Burrill; Annelies M Richie; Brandon K Bush; Brent E Heilesen; Carley Espiritu; Christopher Kinyon; Cynthia L Jay; Eric A Zimmerman; Erica E Mosley; Heather L Allen; Holli Albers; James B Binder; Jamie L Marques; Katharine J Snider; Kyle Joseph Howat

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 19th day of May, 2020.



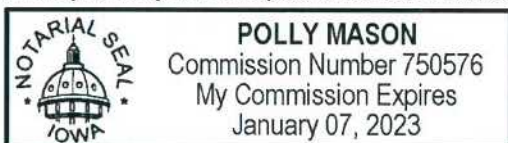
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 19th day of May, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of January, 2021.



William Warner Jr.
Secretary



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Hedden Intersection Safety Improvements	Agenda Item #: 2.F
	For Agenda of: 2/2/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. 1 - PO 2021004 Transportation Systems 2. 2 - ELTEC`CS`ELTECs IoTraffic LED Sign	
Approval of Materials: Jeremy Metzler Rachel Pitzel 1/28/2021 Dave Gray 1/28/2021 Daryl Eidingen 1/28/2021	Expenditure Required: \$13,610 (estimated)
	Amount Budgeted: CIP Project T-2: up to \$75,000
	Timeline: 02/02/2021 SS

Summary Statement:

Traffic safety within school zones is a top priority for the City of Edgewood, most prominently demonstrated by the authorization of automated speed enforcement cameras. The intersection of 8th Street East and 114th Avenue East is somewhat unique, being the only four-way stop-controlled intersection inside a school zone in Edgewood. Staff have received citizen comments and requests over the last several months for safety improvements at this intersection, citing vehicles do not come to a complete stop at the intersection or ignore the stop signage altogether. Public Works has discussed this intersection and potential solutions with former Police Chief Lundborg, and the resulting solution was to either install flashing beacons or LED-embedded signage. Public Works coordinated with the City's on-call electrical contractor, and their recommendation is to install solar-powered, LED-embedded stop signs at all four corners. Public Works looked into alternative sign manufacturers and determined the contractor's recommendation was the most cost-effective solution.

With the Fife School District currently set to bring children back into the school building on February 9, 2021, the Mayor believes now is the time to install new signage with improved visibility and embedded lights. Attached for Council's information are the proposed work order and manufacturer data sheets. While Council authorization is not required with a total cost of under \$15K, the Mayor felt it prudent to inform the Council of the proposed action before executing.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff direction to Discussion – Hedden Intersection Safety Improvements

Fiscal Note/Consideration:

Capital Improvement Plan Project T-2 - Citywide Traffic Safety Program (TIP No. 9) was approved by Council

with an annual budget of \$75,000, for the annual review and safety assessment of existing facilities, including but not limited to improved traffic signage and flashing beacons, to be paid for with School Zone Camera Fee revenues.

Also note the labor cost herein is for twelve (12) hours of work, but the actual time spent may be as low as eight (8). The contactor will bill the City for actual time spent.



CITY OF EDGEWOOD PURCHASE ORDER

DATE: 1/15/2021	INTERNAL:	VENDOR: Transportation Systems	PO NUMBER: 2021004
DELIVERY METHOD:		DELIVERY DATE:	
SPECIAL INSTRUCTIONS:			
COUNT:	DESCRIPTION:	UNIT \$	TOTAL \$
	Install 4 Solar LED Stop Signs at intersection of		
	8th St E and 114th Ave E		
	Materials		\$9,539.84
	Labor		\$2,844.00
		SUBTOTAL	\$12,383.84
		9.90% SALES TAX	\$1,226.00
STATE BID CONTRACT NUMBER:		PO TOTAL	\$13,609.84
BARS NUMBERS			
BARS NUMBERS			
BARS NUMBERS			
BARS NUMBERS			
BARS NUMBERS			
AUTHORIZATION LEVEL: Mayor		BARS TOTAL	0.00
AUTHORIZED BY:			
SIGNATURE:			

CONTACT/CONFIRMATION INFORMATION:

City of Edgewood
Finance Department
2224 104th Avenue East
Edgewood, WA 98372-1513
(253)952-3299
finance@cityofedgewood.org

ELTEC's IoTraffic LED Sign

ELTEC's IoTraffic™ LED sign includes vividly enhanced LEDs to capture the driver's attention. The IoTraffic LED sign boosts visibility to save lives by improving intersection safety. The IoTraffic LED sign is part of ELTEC's easy to install, internet-connectable line of products for new or existing locations and is available in Solar or AC power. Our LEDs have high visibility in day or night settings which increases the awareness of drivers to notice upcoming roadway conditions.

Introducing ELTEC's IoTraffic Series

All of ELTEC's IoTraffic products have as an available option full internet connectivity. IoTraffic products are cloud connected devices enabling remote monitoring of your traffic devices. Reduce unnecessary field visits by using IoTraffic to remotely make changes to your products. ELTEC's IoTraffic can also be configured to send various types of automated alerts.

FEATURES

- Increased driver awareness at high incident locations
- Slender design
- Simple installation in new or existing locations
- Intense LED luminosity visible day and night
- MUTCD compliant
- Solar Power and AC capability
- IOT integration available (Eltec's IoTraffic)
- Numerous signs can be integrated together in a mesh network
- PWM-controlled multi-LED assemblies optimize brightness, power consumption and longevity
- Standard or custom signs are available (adaptable to various roadway signage)
- Multiple LED flash patterns
- Visible in various weather conditions

SPECIFICATIONS

- IoTraffic PCB Kit with SLS MPPT Controller, Flasher, 2.4 GHZ Radio and Antenna
- 18 AH AGM Battery 7"x7"x3"
- 20 watt Solar Panel with Mounting Rack and Hardware
- ELTEC IoTraffic LED Embedded R1-1 'STOP' 30" or 36" 3M DG3
- NEMA 13 Fiberglass Cabinet 12"x10"x7" with Locking Hinge
- 4G GPRS and Module for Cloud Based Connectivity

APPLICATIONS

- Stop Signs
- School Zones
- Pedestrian Crosswalk locations
- Rural Roadways
- Advance Warnings
- Speed Limit Signs
- Fire Station Warning Signs
- Any Custom Sign adaptation requested



ELECTROTECHNICS CORPORATION

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sales@elteccorp.com