



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, February 21, 2023 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA
Meeting Link: <https://cityofedgewood-org.zoom.us/j/86916509308>

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. COUNCIL BUSINESS

A. Annual Joint Commission & Board Work Plans

- a. Parks & Recreation Advisory Board - 2023 Work Plan
- b. Economic Development Advisory Board - 2023 Work Plan
- c. Planning Commission - 2023 Work Plan

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

C. Development Review

D. Ordinance - Public Zoning District Land Uses and Public Facility Regulations Code Amendments

E. Resolution - McKinstry Contract

F. Resolution – Tree Maintenance PSA – Bob’s Property Maintenance, Inc.

G. Resolution – Tree Maintenance PSA – Hanson Tree Service, LLC

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: Annual Joint Commission & Board Work Plans a. Parks & Recreation Advisory Board - 2023 Work Plan b. Economic Development Advisory Board - 2023 Work Plan c. Planning Commission - 2023 Work Plan	Agenda Item #: 2.A
	For Agenda of: 2/21/2023
	Prepared by: Jeremy Metzler, Evan Hietpas, Morgan Dorner
Attachments (list): 1. Attachment 1 - PRAB Proposed 2023 Work Plan 2. Attachment 2- EDAB Proposed 2023 Work Plan 3. Attachment 3- Planning Commission Proposed 2023 Work Plan	
Approval of Materials: Jeremy Metzler, Evan Hietpas, Morgan Dorner Rachel Pitzel, City Clerk/HR 2/14/2023 Director Daryl Eidinger 2/14/2023	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 02/21/2023 SS 02/28/2023 RCM

Summary Statement:

See attached the draft work plans prepared by each board / commission, for council discussion and consideration.

On February 8, 2023, the PRAB discussed and recommended the 2023 Work Plan included as Attachment 1.

On February 6, 2023, the EDAB voted unanimously to recommend the 2023 Work Plan included as Attachment 2.

On January 9, 2023, the Planning Commission voted unanimously to recommend the 2023 Work Plan included as Attachment 3.

Item History:

N/A

Recommended Action: Hold a discussion and provide staff guidance regarding Annual Joint Commission & Board Work Plans

- a. Parks & Recreation Advisory Board - 2023 Work Plan
- b. Economic Development Advisory Board - 2023 Work Plan

c. Planning Commission - 2023 Work Plan

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Fiscal Note/Consideration:

N/A

EDGEWOOD
Washington
Parks and Recreation Advisory Board
2023 Work Plan

At the direction of the City Council, the Parks and Recreation Advisory Board has a number of goals and tasks to be addressed during the year 2023. This Work Plan is intended to highlight major activities and projects that include support and involvement of the PRAB including major course and setting future mile stones in accordance with the powers and duties listed in section 2.31.030 of Ordinance 06-0272, which established the Parks and Recreation Advisory Board.

COUNCIL PRIORITIES (est. 2021)

1. **(Budgeted) Complete Interurban Trail corridor feasibility, critical areas analysis, and civil design**
 - a. *Include ongoing, regular public outreach throughout project life*
 - b. *Ensure project is ready for construction by 2025 (federal grant obligation deadline)*
2. Continue to pursue long term goals for the farmhouse at Nelson Farm Park:
 - a. *Define the long-term goals – Consider a Master Plan for the park first?*
 - i. *What are we trying to accomplish? Driven by want or need?*
 - ii. *Where will funding come from?*
 - b. *Determine if restoration of the farmhouse is supported by goals / plan*
3. Evaluate creating new volunteer opportunities / action days throughout the calendar year:
 - a. *Edgemont Park – Flower bed rehab, re-paint bollards along 24th St E, etc.*
 - b. *Edgewood Community Park – Reflect on first year, identify future activities*
 - c. *Nelson Nature Park – Implement activities from pending master plan effort?*
 - d. *(if staff resources exist) Develop a test program – Adopt a Park?*

GENERAL

1. **(Ongoing) Provide guidance to city staff for ways to improve the webpage, cross-jurisdictional communication, and update park guide map.**
2. Work on a list of available eagle scout projects, and evaluate regular outreach to volunteer organizations
3. Add promotional kiosk for parks at each location to advertise parks and activities
 - a. *Consider what other cities are doing first? Conduct a pilot project in one or two parks?*
4. Encourage City to monitor new Green Puyallup Partnership
5. Seek out potential land acquisition opportunities *(focus on connectivity and closing gaps)*

PARK PLANNING

1. **Create a plan for the cleared area at Nelson Nature Park (trail, planting, trail resurfacing)**
2. **Review levels of service, update Park Impact Fees**

EVENTS and ACTIVITIES

1. Plan Parks Appreciation Day event – *Follow Earth Day event, see about future year(s)?*
2. Drive-up Drop-off Food Drive (*Coordinate w/ another event?*)
3. Help support and promote Zoom-based events / classes
 - a. *English Ivy/Invasive Plant Species Eradication Education (Coordinate with MVCC?)*
 - b. *Interurban Trail History – virtual / hybrid movie night?*
4. Participate in the planning of the Edgewood City Picnic (7/15/23) & Tree Lighting Ceremony (11/24/23)

Proposed 2023 Work Plan Items

1. Town Center

- a. Provide input for the Town Center Subarea Plan to Planning Commission and City Council relating to planning for public spaces to help facilitate an Edgewood Marketplace through programs of events promoting and “Shop Local” initiatives and goals as they relate to Work Plan Item #5 below.

2. Collaborate with the Planning Commission

3. Comprehensive Plan Update - Economic Development Element

- a. Edgewood has experienced relatively rapid growth and extensive development since the adoption of its last Comprehensive Plan, impacting the City's businesses, residents and the City's service levels. This has brought forward the need to strategically approach economic development to create an environment which will help attract and retain desired businesses that will simultaneously create a sustainable tax base to maintain service levels to residents and businesses.
- b. Work with City staff, businesses, and the community to create an Economic Development Element for the City of Edgewood Comprehensive Plan.
- c. Develop a vision, goals, and policies for Economic Development in Edgewood to identify a strategic approach to fostering economic development in the community. Implementation measures outline specific actions that can be undertaken to make the community vision for economic development a reality.
- d. Use existing studies performed to analyze Economic Development in Edgewood and conduct updated or new studies as needed to provide background for the Economic Development Element.
- e. Conduct a business survey to understand what businesses the community wants and needs.
- f. Develop a SWOT Analysis to develop strategic plan use findings to attract more businesses to Edgewood.
- g. Conduct public outreach and provide public involvement opportunities for the public, business community, and stakeholders (ex. events, open houses and workshops).

4. Shop Local

- a. Effort connecting Edgewood businesses to the community and being involved in public events and activities.
- b. Create resources for the public to easily find local businesses (Example– Edgewood Business Map on City website for residents to find local businesses.)
- c. Local business ‘spotlights’ in the Edgewood Magazine.

5. Serve as Business Retention and Recruitment Ambassadors

- a. Visit existing businesses to understand what it is like doing business in Edgewood and bring forward findings to the Board and City staff. Encourage business owners to attend meetings and speak to their business activity, ideas, issues, or needs.
- b. Determine if they are looking to expand – if so, can you find another place for them in Edgewood?
- c. If they may be looking to leave – find out why and see what can be done to keep them in Edgewood.
- d. Business recruitment and economic development

6. Promote Diversity, Equity, and Inclusion in recommendations to City Council

7. Increase Public Engagement Efforts

Planning Commission Proposed 2023 Work Plan

#1 Comprehensive Plan Periodic Update

- A. Consistency with PSRC and Pierce Co. Policies and Growth Targets
- B. Land Use and Zoning (Employment/ Retail, Residential, Town Center, Public)
- C. Housing (goals, policies, regulations, partnerships, incentives)
- D. Public Engagement
- E. Capital Facilities and Utilities
 - General Sewer Plan and projects
 - Capital Improvement Plan
 - Public Works Department facilities
 - Potable water capacity (inter-agency coordination)
- F. Transportation
 - City-wide roadway network update
 - Multi-Modal Transportation Level of Service (LOS) Standards
 - Regional public transit/ transportation coordination
 - Complete Street standards
- G. Environment
 - Critical Area Protection and Tree Preservation
 - Sustainability and Energy Efficiency Initiatives
- H. Community Character
- I. Puyallup Tribe coordination
- J. Economic Development (EDAB will lead)
- K. Parks Recreation, Open Space, and Trails (PRAB will lead)

#2 Town Center

- A. Subarea Plan Completion (May/April 2023)
- B. Land Use Review
 - Permitted uses
 - Mixed-use requirements
- C. Development and Design Regulation Review
 - Minimum and maximum densities
 - Building height, design, and location
 - Site design requirements (parking, landscaping, frontage improvements, etc.)
- D. Public Projects and Investments
 - Civic Campus property
 - Multi-modal loop trail (PRAB will lead)
 - Neighborhood beautification (PRAB will lead)
 - Community and cultural event programming (PRAB will lead)
- E. Economic Development Strategies (EDAB will lead)

#3 Housing

- A. Middle Housing Grant Project
 - Collaboration with Pierce County SSHA3P and cities (Milton & Fife)
 - Public Engagement
 - Equity Analysis (Disparate Impacts, Displacement, Exclusion)
 - Middle Housing Suitability Analysis
- B. Housing Types and permitted uses (ADU, duplex, tri-plex, etc.)
- C. Promotion of affordable housing projects
 - Identify partnering organizations
 - Develop incentives and subsidies

#4 Edgewood Municipal Code (EMC) Updates

- A. Clerical (cross-references, typos, formatting, etc.)
- B. “Core Four” Development Standards EMC 18.80.080 (TC, C, MUR, BP)
- C. Definitions in Title 18
- D. Development Review Processes and Procedures
- E. EMC Title 17: Planning and Development (form-based code development)
- F. Land Uses (Business Park, Commercial, Mixed-Use Residential, Town Center)
- G. Landscaping Requirements
- H. Processes and Procedures
- I. Public Works Standards
- J. Residential Cluster Development Standards
- K. Site Design and Lot Standards (dimensions, fences, signs, etc.)
- L. Special Use Regulations

#5 Public Facilities and Infrastructure Improvements

- A. City-wide General Sewer Plan
 - Sewer connection requirements
 - Publicly funded projects
- B. Potable Water Supply
- C. Public Works Department Facilities

#6 Development Review Process

- A. Current Development Project Updates
- B. Application, Submittal Checklist, and Tip Sheet Forms
- C. Customer Service Expectations
- D. Existing and Proposed Permit Types



City Of Edgewood Council Agenda Summary Sheet

Subject: Development Review	Agenda Item #: 2.C
	For Agenda of: 2/21/2023
	Prepared by: Silas Read
Attachments (list): 1. Monthly Projects - Council Summary - PDF_PDF Pending Projects with Chart 2. Plat Construction Report-January Summary 3. Jan 2023 Permit Inspection Tally	
Approval of Materials: Silas Read Rachel Pitzel, City Clerk/HR Director 2/16/2023 Daryl Eidinger 2/16/2023	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: Recurring monthly during the second Study Session

Summary Statement:

The City's Community & Economic Development (CED) Department is entrusted by City Council, Edgewood citizens, and the State of Washington to provide growth management and development review, neighborhood preservation and revitalization, property inspection and maintenance, and other programs and business development services necessary to ensure the healthy, safety, and quality of life of Edgewood residents. To carry out these responsibilities, CED staff members perform numerous customer interactions, code interpretations, permitting functions, project permit reviews, on-site inspections, code enforcement, and multiple other functions.

To summarize the departmental functions, staff created several reports to provide monthly status updates regarding the flow of project permits and inspections. These reports are attached to this agenda bill each month. In addition, the CED Dashboard is available for viewing online at any time (<https://edgewood-wa.maps.arcgis.com/apps/opsdashboard/index.html#/6bbcef192696453796fd56c7cc928217>). On a rotating basis, one of the three division managers from the CED Department will present a quarterly update regarding their specific work group--in addition to the monthly reports. James Tumelson, Building Official will be presenting the Development Review this month.

Item History:

Recommended Action:

Hold a discussion

Fiscal Note/Consideration:

Pending Projects - Planning and Engineering Permits

41 Permits

Exported: 02/01/2023

Permit #	Project	Site Address	Parcel	Department	Type	Status	Submitted	Last Activity
ADMIN USE PERMIT (AUP)								
22-1614	ARCO AMPM ADMINISTRATIVE USE	XXX 11TH ST E	420037064	PLANNING	ADMIN USE PERMIT (AUP)	UNDER REVIEW	12/02/2022	01/30/2023
BLA								
22-1577	PASQUIER BLA	12513 44TH STREET CT E	6755000040	PLANNING	BLA	INCOMPLETE	11/02/2022	11/22/2022
CLEAR AND GRADE								
21-1298	PROLOGIS PARK PHASE I CLEAR AND GRADE	3926 90TH AVE E	420163076	ENGINEERING	CLEAR AND GRADE	WAITING ON REVISIONS	06/29/2021	09/08/2022
22-1101	DEROSS CLEAR AND GRADE	1105 108TH AVE E	420037014	ENGINEERING	CLEAR AND GRADE	WAITING ON REVISIONS	03/24/2022	10/14/2022
CODE UPDATES AND CHANGES								
22-1064	TOWN CENTER SUBAREA PLAN	2224 104TH AVE E	420102012	PLANNING	CODE UPDATES AND CHANGES	APPLICATION	02/09/2022	12/06/2022
22-007CODE	GENERAL SEWER PLAN (GSP) UPDATE	2224 104TH AVE E	420102012	PLANNING	CODE UPDATES AND CHANGES	APPLICATION	11/22/2022	01/03/2023
22-008CODE	GREEN BELT APARTMENTS COMPREHENSIVE PLAN AMENDMENT AND REZONE	9917 24TH ST E	420091014	PLANNING	CODE UPDATES AND CHANGES	UNDER REVIEW	12/21/2022	01/12/2023
23-001CODE	PUBLIC ZONING DISTRICT LAND USES AND PUBLIC FACILITIES	2224 104TH AVE E	420102012	PLANNING	CODE UPDATES AND CHANGES	APPLICATION	01/10/2023	01/30/2023
CRITICAL AREAS								
22-1580	SANDU SFR - CRITICAL AREAS	3822 108TH AVE E	420152028	PLANNING	CRITICAL AREAS	APPLICATION	11/04/2022	01/17/2023
DESIGN STAND REVIEW								
20-1348	DHALIWAL TC LANDING DESIGN STANDARDS REVIEW	1914 MERIDIAN AV E	420091158	PLANNING	DESIGN STAND REVIEW	WAITING ON REVISIONS	07/13/2020	01/13/2023
HOME OCCUPATION								
22-1584	BIG DOG LITTLE DOG HOME BASED BUSINESS	501 121ST AVENUE CT E	420026024	PLANNING	HOME OCCUPATION	UNDER REVIEW	11/07/2022	01/30/2023
NEIGHBORHOOD MEETING								
23-1013	TYEE RANCH NEIGHBORHOOD MEETING	11617 15TH ST E	420034702	PLANNING	NEIGHBORHOOD MEETING	UNDER REVIEW	01/13/2023	01/23/2023
POST REVISION - ENG								
19-1413 PR1	WOLF POINTE SITE DEVELOPMENT POST REVISION	9810 36TH ST E	420165030	ENGINEERING	POST REVISION - ENG	WAITING ON REVISIONS	03/10/2022	09/08/2022
POST REVISION - PLN								
20-1362 PR1	EAST PIERCE FIRE STATION 118 DESIGN STANDARDS REVIEW POST REVISION	10105 24TH ST E	420091156	PLANNING	POST REVISION - PLN	UNDER REVIEW	01/19/2023	02/01/2023
PRE APP								
22-1619	2004 WEST VALLEY REZONE PRE-APPLICATION	2004 WEST VALLEY HWY E	4495400980	PLANNING	PRE APP	UNDER REVIEW	12/07/2022	01/30/2023
22-1638	SANDHU REZONE PRE-APPLICATION	830 WEST VALLEY HWY E	420024003	PLANNING	PRE APP	INCOMPLETE	12/16/2022	12/28/2022
23-1002	S22 APARTMENTS PRE-APPLICATION	XXX 24TH ST E	420107031	PLANNING	PRE APP	UNDER REVIEW	01/03/2023	01/30/2023
23-1001	100TH AVE TOWNHOMES PRE-APPLICATION	XXX 100TH AVE E	420098014	PLANNING	PRE APP	REVIEW PENDING PAYMENT	01/03/2023	01/23/2023
REASONABLE USE EXCEPTION								

Pending Projects - Planning and Engineering Permits

41 Permits

Exported: 02/01/2023

Permit #	Project	Site Address	Parcel	Department	Type	Status	Submitted	Last Activity
23-1046	Access Driveway	1105 108TH AVE E	420037014	PLANNING	REASONABLE USE EXCEPTION	APPLICATION	01/26/2023	01/26/2023
SEPA								
22-1574	SEPA for PROLOGIS PARK SITE PLAN REVIEW (PHASE I AND II)	3926 90TH AVE E	420163076	PLANNING	SEPA	APPLICATION	10/28/2022	10/28/2022
22-1574	SEPA for PROLOGIS PARK SITE PLAN REVIEW (PHASE I AND II)	3926 90TH AVE E	420163076	PLANNING	SEPA	APPLICATION	10/28/2022	10/28/2022
22-1581	SANDU SFR - SEPA	3822 108TH AVE E	420152028	PLANNING	SEPA	APPLICATION	11/04/2022	01/17/2023
SHORT PLAT - FINAL								
21-1613	TEBALDI SHORT PLAT FINAL PLAT	4625 126TH AVE E	6755000240	PLANNING	SHORT PLAT - FINAL	UNDER REVIEW	01/10/2022	01/19/2023
SHORT PLAT - PRELIMINARY								
22-1385	AFICHUK PRELIMINARY SHORT PLAT	1625 112TH AVE E	9770000011	PLANNING	SHORT PLAT - PRELIMINARY	UNDER REVIEW	07/15/2022	01/31/2023
22-1479	JONES PRELIMINARY SHORT PLAT	11517 34TH ST E	420151002	PLANNING	SHORT PLAT - PRELIMINARY	WAITING ON REVISIONS	09/16/2022	12/09/2022
22-1639	WEBSTER SHORT PLAT ALTERATION	11203 16TH ST E	420038028	PLANNING	SHORT PLAT - PRELIMINARY	INCOMPLETE	12/19/2022	01/19/2023
SITE DEVELOPMENT								
19-1401	BEREZNYOV SHORT PLAT SITE DEVELOPMENT	8904 20TH ST E	420096012	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	08/16/2019	10/25/2022
20-1624	DHALIWAL TC LANDING SITE DEVELOPMENT	1914 MERIDIAN AV E	420091158	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	11/30/2020	12/05/2022
21-1430	WINDMILL PARK TOWNHOMES SITE DEVELOPMENT	3117 MERIDIAN AVE E	420103072	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	09/24/2021	09/23/2022
22-1218	TAPPS APARTMENT SITE DEVELOPMENT	XXX 29TH ST E	3625000372	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	04/22/2022	01/19/2023
22-1397	VIEW POINTE RV SITE DEVELOPMENT	10315 12TH STREET CT E	420037059	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	07/26/2022	01/24/2023
SITE PLAN DESIGN REVIEW								
21-1031	PROLOGIS PARK SITE PLAN REVIEW (PHASE I AND II)	3926 90TH AVE E	420163076	PLANNING	SITE PLAN DESIGN REVIEW	WAITING ON REVISIONS	01/22/2021	01/10/2023
22-1505	2513 MERIDIAN MIXED-USE SITE PLAN REVIEW	XXX MERIDIAN AVE E	420103027	PLANNING	SITE PLAN DESIGN REVIEW	WAITING ON REVISIONS	09/29/2022	01/12/2023
22-1615	ARCO AMPM SITE PLAN DESIGN REVIEW	XXX 11TH ST E	420037064	PLANNING	SITE PLAN DESIGN REVIEW	INCOMPLETE	12/02/2022	01/30/2023
STREET USE								
22-031	DUNCAN STREET USE	113 MERIDIAN AVE E	420032021	ENGINEERING	STREET USE	UNDER REVIEW	06/09/2022	07/15/2022
SUBDIVISION - FINAL								
22-1433	NORTHWOOD ESTATES WEST PHASE 2 SUBDIVISION FINAL PLAT	9609 24TH ST E	420091136	PLANNING	SUBDIVISION - FINAL	WAITING ON REVISIONS	08/18/2022	01/27/2023
SUBDIVISION - PRELIMINARY PLAT								
21-1282	WINDMILL PARK TOWNHOMES SUBDIVISION PRELIMINARY PLAT	3117 MERIDIAN AVE E	420103072	PLANNING	SUBDIVISION - PRELIMINARY PLAT	UNDER REVIEW	06/17/2021	01/31/2023
SURFACE WATER								
21-1328	MANZA SIMPLE PAVING PERMIT	1019 114TH AVE E	420038030	ENGINEERING	SURFACE WATER	WAITING ON REVISIONS	07/19/2021	09/08/2022
TUP								
22-1513	TACOS EL PONY TUP	2105 MERIDIAN AVE E	420102110	PLANNING	TUP	INCOMPLETE	10/04/2022	11/02/2022

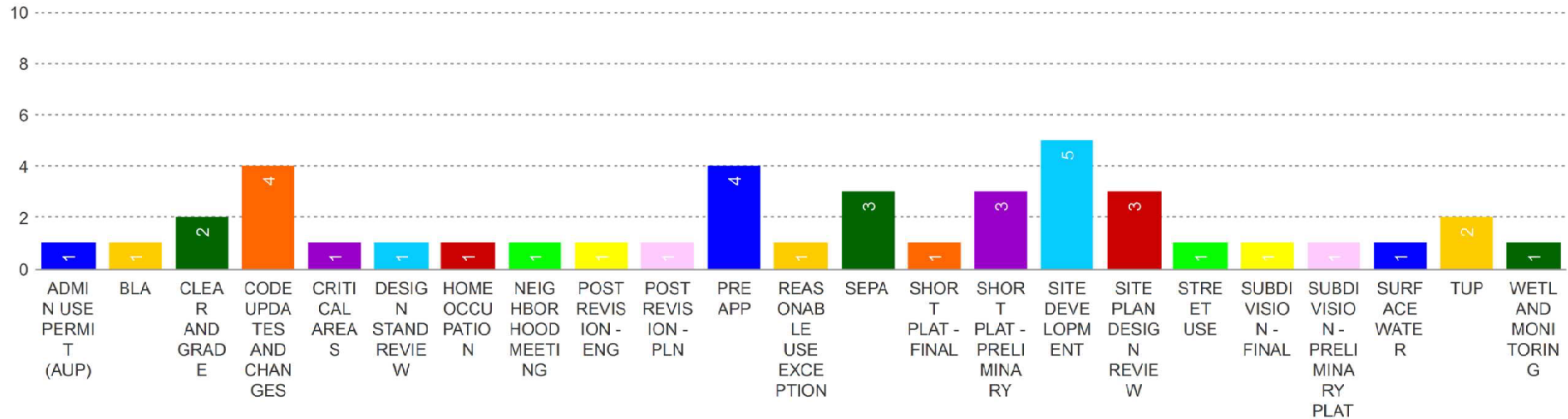
Pending Projects - Planning and Engineering Permits

41 Permits

Exported: 02/01/2023

Permit #	Project	Site Address	Parcel	Department	Type	Status	Submitted	Last Activity
22-1631	CHURCH OF JOY TENT TUP	1120 114TH AVE E	420034149	PLANNING	TUP	REVIEW PENDING PAYMENT	12/13/2022	01/09/2023
WETLAND MONITORING								
22-1570WM	JENNA ACRES WETLAND MONITORING	1419 114TH AVE E	420034061	PLANNING	WETLAND MONITORING	APPLICATION	11/28/2022	12/03/2022

Permits by Type

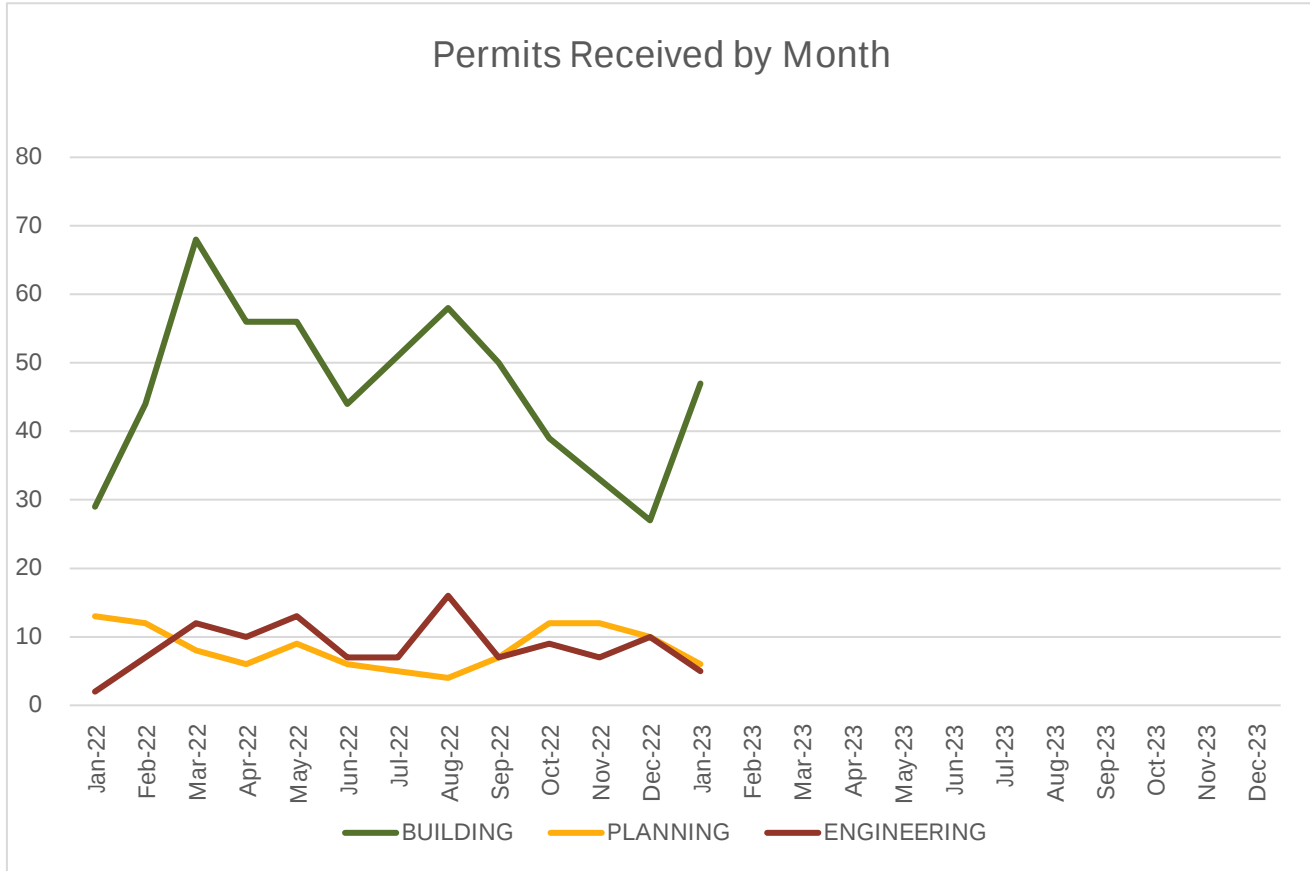


Plat Construction Tracking Report- January 2023

Preliminary Plat						Site Development	Final Plat		Buildout	
Submitted	Project	Address	Total Lots	Status	Approved	Status	Status	Lots Recorded	Completed Homes #	Completion Date
2022	JONES SHORT PLAT	11517 34TH ST E	3	APPLICATION						
	AFICHUK SHORT PLAT	1625 112TH AVE E	2	APPLICATION						
2021	WINDMILL PARK TOWNHOMES	3117 MERIDIAN AVE E	45	APPLICATION		APPLICATION				
	BREYER SHORT PLAT	2114 95TH AVCT E	5	APPROVED	9/20/2021	ISSUED				
2020	HUNTINGTON SHORT PLAT	9605 18TH STCT E	3	APPROVED	2/8/2021	FINALED	APPROVED	3	2	66%
	TEBALDI SHORT PLAT	4625 126TH AV E	2	APPROVED	11/12/2020	N/A	APPLICATION			
	PADEN SHORT PLAT	1302 114TH ST E	2	APPROVED	2/1/2021					
	HARRISON SHORT PLAT	12121 42ND ST E	2	APPROVED	2/1/2021	FINALED	APPROVED	2	1	50%
	PHILLIPS RIDGE SUBDIVISION	XXX 86TH AVCT E	14	APPROVED	12/29/2020	ISSUED	APPROVED	14	1	7%
	DODDS SHORT PLAT	4902 EDGEWOOD DR E	2	APPROVED	9/3/2020	N/A	APPROVED	2	1	50%
	SMITH SHORT PLAT	2506 117TH AV E	2	APPROVED	10/5/2021	ISSUED				
2019	BJERK SHORT PLAT	9815 31ST ST E	2	APPROVED	1/14/2020	N/A	APPROVED	2	1	50%
	ESTATES ON CALDWELL SUBDIVISION	XXX CALDWELL RD E	6	APPROVED	5/5/2020	FINALED	APPROVED	6	1	17%
	JENNA ACRES SHORT PLAT	1419 114TH AV E	4	APPROVED	9/14/2020	FINALED	APPROVED	4	1	25%
	SELLERS SHORT PLAT	11215 13TH ST E	2	APPROVED	9/27/2019					
	WAGNER SHORT PLAT	11226 18TH ST E	3	APPROVED	10/23/2019	ISSUED	APPROVED	3	3	33%
	RAMSAUR SHORT PLAT	9505 24TH ST E	4	APPROVED	6/21/2019	N/A	APPROVED	4	1	25%
	BECKER SHORT PLAT	4122 CALDWELL RD E	2	APPROVED	7/1/2019	ISSUED	APPROVED	2	1	50%
2018	BARTH SUBDIVISION	XXX 96TH AV E	37	APPROVED	6/4/2020	ISSUED	APPROVED	35	0	
	GRUBB SHORT PLAT	12325 48TH ST E	3	APPROVED	12/29/2020					
	HEART & SOUL SHORT PLAT	9725 18TH STCT E	4	APPROVED	12/26/2018	FINALED	APPROVED	4	3	75%
	CHUMAKIN SHORT PLAT	2005 112TH AV E	4	APPROVED	6/22/2018	FINALED	APPROVED	4	2	50%
	BEREZNYOV SHORT PLAT	8904 20TH ST E	4	APPROVED	1/10/2019	APPLICATION				
	ABEL SHORT PLAT	12321 16TH ST E	6	APPROVED	9/13/2018	ISSUED	APPROVED	6	2	33%
2017	CIRILIUM (RESERVE AT HILLCREST) SUBDIVISION	12311 31ST ST E	18	APPROVED	8/15/2018	FINALED	APPROVED	18	17	94%
	WOLF POINT SUBDIVISION	XXX MERIDIAN AV E	56	APPROVED	3/20/2019	ISSUED				
	GAGNON SHORT PLAT	2620 110TH AV E	2	APPROVED	11/17/2017	FINALED	APPROVED	2	1	50%
2016	VOLENTE SUBDIVISION	8626 33RD ST E	15	APPROVED	6/6/2017	ISSUED	APPROVED	15	0	
	DOMUS TOWNHOMES PRD (THE WOODLANDS)	10525 11TH ST E	55	APPROVED	1/11/2017	FINALED	APPROVED	55	17	31%
	EDGEWOOD VIEW ESTATES SUBDIVISION PHASE 2	8224 20TH ST E	67	APPROVED	12/14/2017	FINALED	APPROVED	67	63	94%
	GERVAIS SHORT PLAT	1607 112TH AVE E	3	APPROVED	12/22/2016	ISSUED	APPROVED	3	1	33%
	NORTHWOOD ESTATES WEST SUBDIVISION- PHASE 2	9623 24TH ST E	41	EXPIRED	10/24/2017	EXPIRED	EXPIRED			
	PASCOLO ESTATES SUBDIVISION	2806 117TH AVE CT E	19	APPROVED	3/21/2017	FINALED	APPROVED	19	8	42%
2015	EDGEWOOD TERRACE SUBDIVISION	2907 122ND AVE E	28	APPROVED	7/5/2017					
	NICKLAUS (ASTER POINT) SUBDIVISION	2305-2307 94TH AVE CT E	38	APPROVED	12/15/2016	FINALED	APPROVED	38	30	78%
	CALIBER SHORT PLAT	3312 106TH AVE E	6	APPROVED	9/8/2016	FINALED	APPROVED	6	5	83%
	EDGEWOOD ESTATES SUBDIVISION	12220 12TH ST E	14	APPROVED	9/29/2016	ISSUED	APPROVED	14	12	85%
	VIEW POINTE SUBDIVISION	10413 13TH ST E	44	APPROVED	4/29/2016	FINALED	APPROVED	44	43	98%
2014	CURRAN ESTATES SUBDIVISION	412 114TH AVE E	9	APPROVED	12/30/2015	FINALED	APPROVED	9	5	55%
2014	LISITSYN SHORT PLAT	11120 COUNTY LINE RD E	6	APPROVED	7/15/2014	FINALED	APPROVED	6	3	50%
2013	WESTRIDGE SUBDIVISION	FREEMAN RD	290	APPROVED	9/4/2014	FINALED	APPROVED	284	280	98%

Jan 2023

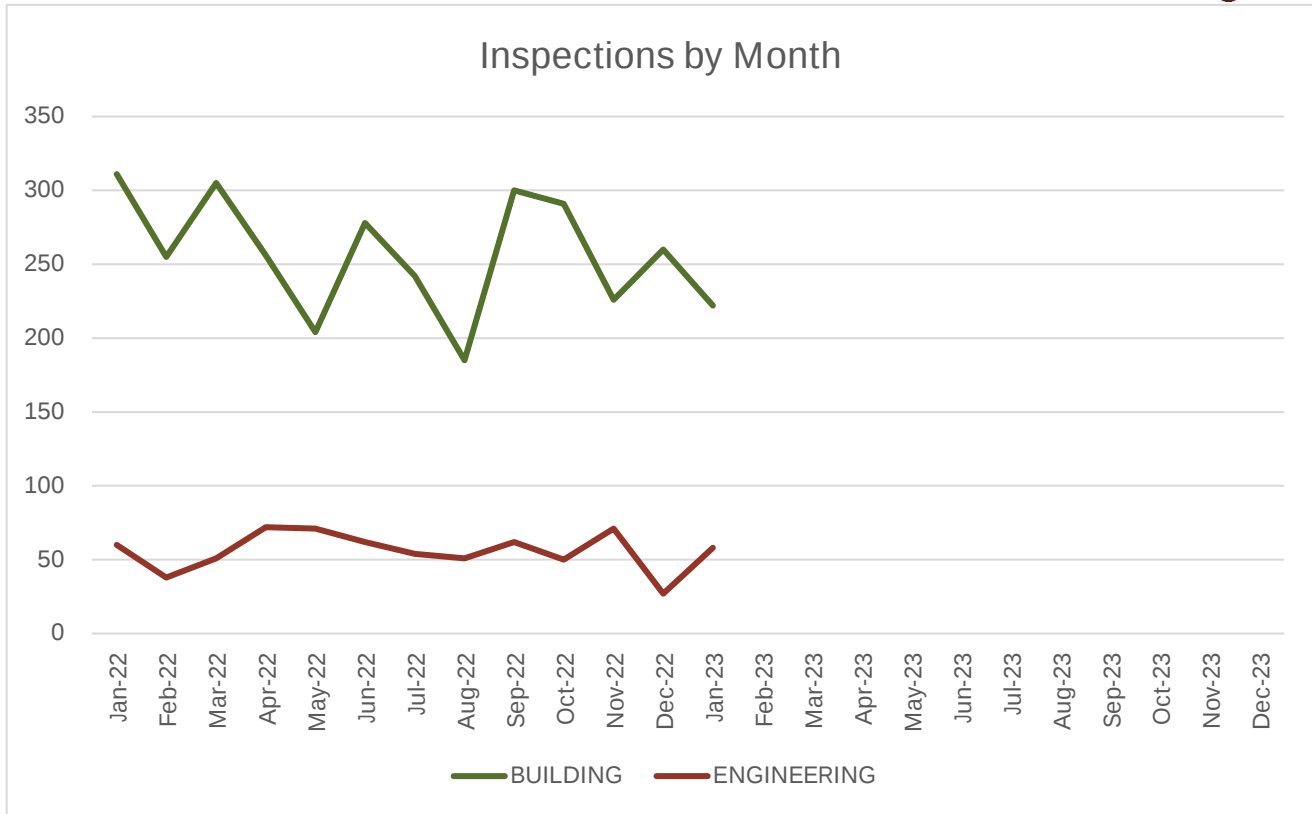
Monthly Development Report



Permits	Building		Planning		Engineering	
	Received	Approved	Received	Approved	Received	Approved
Jan 2023	47	22	6	7	5	6
Jan 2022	29	23	13	4	2	4
Roll Avg 2023	47	22	6	7	5	6
Roll Avg 2022	29	23	13	4	2	4
YTD 2023	47	22	6	7	5	6
YTD 2022	29	23	13	4	2	4
	Building		Planning		Engineering	
	Month	Received	Month	Received	Month	Received
Highest Month 2023	Jan	47	Jan	6	Jan	5
Highest Month 2022	Mar	68	Jan	13	Aug	16

Jan 2023

Monthly Development Report



<i>Inspections</i>	Building		Engineering	
Jan 2023	222		58	
Jan 2022	311		60	
Roll Avg 2023	222		58	
Roll Avg 2022	311		60	
YTD 2023	222		58	
YTD 2022	311		60	
	Building		Engineering	
	Month	Insp.	Month	Insp.
Highest Month 2023	Jan	222	Jan	58
Highest Month 2022	Jan	311	Apr	72



City Of Edgewood Council Agenda Summary Sheet

Subject: Ordinance - Public Zoning District Land Uses and Public Facility Regulations Code Amendments	Agenda Item #: 2.D
	For Agenda of: 2/21/2023
	Prepared by: Evan Hietpas
Attachments (list): - Attachment 1- Draft Ordinance - Attachment 2- Exhibit A, Code Amendments - Attachment 3- Puyallup SD public comment	
Approval of Materials: Evan Hietpas Rachel Pitzel, City Clerk/HR Director Daryl Eidinger	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 02/21/2023 SS 02/28/2023 RCM

Summary Statement: The Public (P) zoning district provides for moderate-scale and large-scale activities relating to the necessary public services provided by state and local governmental entities and semi-public institutions. The designation allows for the specialized needs of providing public services to all areas of Edgewood. City staff and the Planning Commission have reviewed applicable code sections to ensure that Title 18 of the Edgewood Municipal Code (EMC) clearly defines and permits land uses that typically apply to public agency operations.

On February 13, 2023, the Planning Commission held a public hearing to solicit public input on the proposed code amendments. One public comment was received during the public comment period from Brian Devereux, Director of Facilities Planning for the Puyallup School District (included as Attachment 3). The comment requested a modification to EMC 18.70.050 (Land Use Table) to allow "Elementary and Secondary Schools" as an outright permitted use, instead of requiring a Conditional Use Permit (CUP). Mr. Devereux also attended the public hearing and provided verbal testimony in support of the code modification.

Following the public hearing, the Planning Commission discussed the proposed code amendments prepared by City staff and considered the public comment received. The Planning Commission determined that schools are also compatible with the purpose of the Public zoning district and voted 6-0 to recommend approval of the proposed amendments along with additional amendments to allow 1) "elementary and secondary schools," 2) "junior colleges, colleges, universities, and professional schools," and 3) "technical and trade schools" in the Public zone through an Administrative Use Permit (AUP).

Attachment 2 shows the final proposed amendments to the Edgewood Municipal Code. Brief descriptions of the amendments are outlined below:

Chapter 18.20 EMC – Definitions

- 18.20.040: Define "Administrative public facility", (replacing "Administrative Government facilities and services")
- 18.20.170: Define "Non-administrative public facility"

- 18.20.190: Refine/revise “Public facilities” definition

EMC 18.50.060 – Public Facilities Permit

- Properly identify this section heading as the permitting process for essential public facilities (EPFs)
- Reference essential public facilities throughout the entire section

EMC 18.70.050 – Land Use Table

- Non-Administrative Public Facility (A / Administrative Use Permit)
- Caretaker Residence (CUP / Conditional Use Permit)
- Hospitals (CUP)
- Child Daycare Services (CUP)
- Special Food Services (✓ / Permitted Outright)
- Parking Lots (CUP)
- Parking Structures (CUP)
- Gambling Industries (- / Prohibit)
- Elementary and Secondary Schools (A)
- Junior Colleges, Colleges, Universities, and Professional Schools (A)
- Technical and Trade Schools (A)

EMC 18.100.050 – Essential Public Facilities

This section is duplicative and proposed for removal, because “Essential public facility” is defined in EMC 18.20.080.

Item History:

City staff and the Planning Commission have reviewed the proposed code amendments over the past several months to ensure that public and semi-public agencies providing public services are permitted in the Public zoning district, and that public facilities and essential public facilities are sited in Edgewood appropriately.

Recommended Action:

Hold a discussion and provide staff guidance regarding Ordinance - Public Zoning District Land Uses and Public Facility Regulations Code Amendments

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 23-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AMENDING TITLE 18 OF THE EDGEWOOD MUNICIPAL CODE (EMC), DEVELOPMENT STANDARDS, REGARDING PUBLIC FACILITIES AND USES WITHIN THE PUBLIC ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the 2015 Comprehensive Plan includes several goals and policies for capital facilities, including to: provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element (Goal I); provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service (Goal II); and maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable (Goal V); and

WHEREAS, as Edgewood grows, there are increasing expectations by its residents for various services to be provided locally, particularly by the Public Works Department; and

WHEREAS, improvements to the City’s park system, including the opening of the new Edgewood Community Park and renovated Edgemont Park playground, further increase demand and expectations; and

WHEREAS, since 2016, the City has purchased several new vehicles, a portable radar speed limit sign, a variable message board, and other useful tools and equipment, as well as increasing the number of fulltime employees (FTEs) in the field from 1.5 to 5 in the last two and a half years, all which have created a need for additional operational space for the Public Works Department; and

WHEREAS, City staff recently reviewed the Land Use Table contained in EMC 18.70.050 and found that the Public zoning district does not allow uses that a municipal Public Works Department typically needs to operate efficiently; and

WHEREAS, the purpose of the Public zoning district is to provide for “moderate-scale and large-scale activities relating to the purpose of state and local governmental entities and semi-public institutions providing necessary public services” while also allowing “for the specialized needs of providing public services to all areas of Edgewood”; and

WHEREAS, as part of their review, staff determined that other community supportive uses compatible with the purpose of the Public zoning district, such as hospitals and special food services, should be allowed within the zone, while incompatible uses, such as gambling industries, should be prohibited; and

WHEREAS, after discussions with the City’s Planning Commission, City staff determined that new and revised land use definitions should be added to Title 18 EMC for governmental functions that support public services, along with other amendments to clarify the regulations that apply to the various types of public facilities; and

WHEREAS, City Staff conducted an analysis and presented draft amendments to EMC Title 18 to the Planning Commission to add land use definitions that support public services, amend the Land Use Table to update the uses allowed in the Public zoning district for compatibility, and to clarify permitting requirements for various types of public facilities; and

WHEREAS, the Planning Commission considered the draft amendments at its regular meetings on December 12, 2022 and January 9, 2023; and

WHEREAS, the City submitted the proposed amendments to the Department of Commerce on January 30, 2023; and

WHEREAS, the City's SEPA responsible official issued a State Environmental Policy Act threshold Determination of Nonsignificance (DNS) for the proposed amendments on January 30, 2023; and

WHEREAS, the City received public comment from the Puyallup School District encouraging the City to allow certain educational services within the Public zoning district as an outright permitted use, rather than a conditional use permit as is currently required; and

WHEREAS, elementary and secondary schools, junior colleges, universities, technical and trade schools, and other educational services are permitted outright in the Town Center, Commercial, and Business Park zoning districts, yet all Puyallup School District property is located within the Public zoning district; and

WHEREAS, the Planning Commission held a public hearing on February 13, 2023, and, after determining that schools are also compatible with the purpose of the Public zoning district, voted 6-0 to recommend approval of the proposed amendments along with additional amendments to allow "elementary and secondary schools," "junior colleges, colleges, universities, and professional schools," and "technical and trade schools" in the Public zone through an administrative use permit, and

WHEREAS, the City Council discussed the proposed amendments and Planning Commission recommendation at their regular study session meeting on February 21, 2023, and at the regular council meeting on February 28, 2023; and

WHEREAS, the City Council desires to amend EMC Title 18 as follows and such is the interest of the public health and welfare;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. EMC Chapter 18.20, Definitions, amended. EMC Chapter 18.20, Definitions, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 2. EMC section 18.50.060, Public facilities permit, amended. EMC section 18.50.060, Public facilities permit, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 3. EMC section 18.70.050, Land use table, amended. EMC section 18.70.050, Land use table, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 4. EMC section 18.100.050, Essential public facilities, amended. EMC section 18.100.050, Essential public facilities is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 5. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 6. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication. The full text of this Ordinance shall be mailed without charge, upon request.

PASSED BY THE CITY COUNCIL ON THE 28TH DAY OF FEBRUARY, 2023

Mayor Daryl Eiding

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

Ann Marie Soto, City Attorney

Date of Publication: March 1, 2023

Effective Date: March 6, 2023

EXHIBIT A

Chapter 18.20 DEFINITIONS

18.20.040 A definitions

~~“Administrative government facilities and services” means the executive, legislative, judicial, administrative and regulatory activities of local, state, federal, and international governments or special districts that may perform public services and work directly with citizens. Further described in NAICS 92 (except 922140).~~

“Administrative public facility” means a building or use of land owned or operated by a public agency or public utility wherein services are performed involving primarily administrative, professional, or clerical operations, and where the facility is typically open to the public. Further described in NAICS 92 (except 922140).

18.20.170 N definitions.

“Non-administrative public facility” means a building or use of land owned or operated by a public agency or public utility wherein primarily maintenance, operations, or emergency response services are performed, where the facility is not typically open to the public.

18.20.190 P definitions.

“Public facilities” include streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, storm waste facilities, parks and recreational facilities, governmental buildings, maintenance facilities, and schools, and buildings or uses of land owned and/or operated by a public agency or public utility for the purpose of operating services that benefit the public.

Chapter 18.50 DISCRETIONARY PERMITS AND ADMINISTRATIVE DECISIONS – REVIEW CRITERIA

18.50.060 Essential ~~P~~public facilities permit.

A. This process is intended to ensure that essential public facilities (EPF), as needed to support orderly growth and delivery of public services, are sited in a timely and efficient manner. It is also intended to provide the city with additional regulatory authority to require mitigation of impacts that may occur as a result of an essential EPF siting. Finally, it is intended to promote enhanced public participation that will produce siting decisions consistent with community goals. Essential public facilities are defined in EMC 18.20.080. Public facilities are public or privately owned or operated facilities serving a public purpose that are typically difficult to site. They include but are not limited to: airports, state educational facilities, state or regional transportation facilities; prisons, jails and other correctional facilities, and solid waste-handling facilities pursuant to WAC 365-195-340(1), Siting essential public facilities.

B. Any use existing at the time of adoption of this title, which is within the scope of uses requiring an essential public facilities permit (EPFP) in the zoning district in which the property is situated, shall be deemed a conforming use without the necessity of obtaining a EPFP.

1. Any expansion of an existing essential public facility use shall be required to apply for a new EPFP if the community development director or designee finds that there is a change in the nature of the use or a significant change in the intensity of the use created by such an expansion.
2. Any use operating under the provisions of an existing conditional use permit at the time of adoption of this title, which is within the scope of uses requiring an EPFP in the zoning district in which the property is situated, shall be deemed a conforming use without the necessity of a new EPFP, unless a proposed expansion would result in a change in the nature of the use or a significant change in the intensity of the use created by such an expansion.
3. Any use operating under the provisions of an existing EPFP at the time of adoption of this title, which is within the scope of primary permitted uses within the applicable zoning district, shall be deemed a conforming use.

C. An EPFP is a Process III application type and is subject to all the procedural requirements applicable to this application type.

1. EPFP applications shall be on the form prescribed by the community development department and shall include all of the information and materials required by the application form in order to be accepted as complete by the city. An applicant shall provide sufficient facts and evidence to enable the hearing examiner to make a decision. The established fee shall be submitted at time of application.
2. Applications for EPFPs shall be filed with the community development department. The EPFP application shall be reviewed and circulated for comment by city staff.
3. Notice of application shall be provided pursuant to EMC 18.40.180, Notice of application.

D. An EPFP shall be pursuant to EMC 18.40.190, Notice of public hearing.

E. An EPFP shall only be granted after the hearing examiner has reviewed the proposed use and has made written findings that all the standards and criteria set forth below have been met or can be met subject to conditions of approval:

1. The project applicant has demonstrated a need for the project, as supported by an analysis of the projected service population, an inventory of existing and planned comparable facilities, and the projected demand for the type of facility proposed.
2. If applicable, the project would serve a significant share of the city's population, and the proposed site will reasonably serve the project's overall service population.
3. The applicant has reasonably investigated alternative sites, as evidenced by a detailed explanation of site selection methodology.
4. The project is consistent with the applicant's own long-range plans for facilities and operations.
5. The applicant's public participation plan has provided an opportunity for public participation in the siting decision and mitigation measures that is appropriate in light of the project's scope.
6. The project will not result in a disproportionate burden on a particular geographic area.
7. The proposed project shall comply with all applicable provisions of the comprehensive plan, development standards, SEPA, and other federal, state and local statute, codes and ordinances.
8. The project site meets the facility's minimum physical site requirements, including projected expansion needs. Site requirements may be determined by the minimum size of the facility, access, support facilities, topography, geology, and on-site mitigation needs.
9. The project site, as developed with the proposed facility and under the proposed mitigation plan, is compatible with surrounding land uses.
10. The applicant has proposed mitigation measures that substantially reduce or compensate for adverse impacts on the environment.

F. Action of Hearing Examiner. In addition to demonstrating compliance with the criteria as determined by the hearing examiner, the applicant shall accept those conditions that the hearing examiner finds are appropriate to obtain compliance with the criteria.

The hearing examiner may impose any of the following conditions:

1. Limit the manner in which the use is conducted, including restricting the time an activity may take place and restraints to minimize such environmental effects as noise, vibration, air pollution, glare and odor.
2. Establish a special yard or other open space or lot area or dimension.
3. Limit the height, size or location of a building or other structure.
4. Designate the size, number, location or nature of vehicle access points.
5. Increase the amount of street dedication, roadway width or improvements within the street right-of-way.
6. Designate the size, location, screening, drainage, surfacing or other improvement of a parking or truck loading areas.
7. Limit or otherwise designate the number, size, location, and height of lighting of signs.
8. Limit the location and intensity of outdoor lighting or require its shielding.

9. Require screening, landscaping or another facility to protect adjacent or nearby property and designate standards for installation or maintenance of the facility.
10. Design the size, height, location or materials for a fence.
11. Protect existing trees, vegetation, water resources, wildlife habitat or other significant natural resources.
12. Require provisions for public access, physical and visual, natural, scenic and recreational resources.
13. Require provisions for stormwater management, including implementation of LID to the maximum extent feasible (per Minimum Requirement No. 5 of the PCM) and designating the size, location, screening, or other improvements needed for stormwater management facilities, if applicable.
14. Impose special conditions on the proposed development to ensure that development is in conformance with the surrounding neighborhood and the intent and purpose of the zoning district classification.
15. Require such financial guarantees and evidence that any applied conditions will be adhered to.

G. Appeals shall be pursuant to EMC 18.40.090(L), Appeals.

H. Authorization of an essential public facility use shall be void after a period of one year unless the use began within that time or substantial construction or action pursuant thereto has taken place. However, the city may, at the discretion of the community development director or designee, extend authorization for one additional year upon request, provided such request is submitted in writing at least 30 days and not more than 60 days prior to expiration of the permit.

Chapter 18.70 PERMITTED LAND USES

Table 1: Land Use Table

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Residential													
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Conditions 1 and 6
Accessory													
Accessory Dwelling Unit (ADU), Attached	Special	✓	✓	✓	✓	✓	✓	–	–	–	–	–	See EMC 18.90.190 for ADU requirements for both attached and detached (backyard cottage) ADUs
ADU, Detached (Backyard Cottage)	Special	✓	✓	✓	✓	✓	✓	A	A	–	–	–	Detached ADU allowed secondarily in TC and C zones only when paired with townhouse use
Caretaker Residence	Special	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	–	–CUP	
Single-Family													
Detached Dwelling	Special	✓	✓	✓	✓	✓	✓	–	–	–	–	–	
Cottage Court	Special	–	✓	✓	✓	✓	✓	–	–	–	–	–	
Multifamily													
Duplex: Side by Side	Special	–	✓	✓	✓	✓	✓	–	–	–	–	–	
Duplex: Back to Back	Special	–	✓	✓	✓	✓	✓	–	–	–	–	–	
Duplex: Top and Bottom	Special	–	✓	✓	✓	✓	✓	–	–	–	–	–	
Attached Dwelling	Special	–	✓	✓	✓	✓	✓	–	–	–	–	–	

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Multi-plex	Special	–	–	–	✓	✓	✓	–	–	–	–	–	
Townhouse	Special	–	–	–	✓	✓	✓	✓	✓	–	–	–	
Apartment	Special	–	–	–	–	–	✓	✓	✓	✓	–	–	
Other													
Adult Family Home	623990, part	✓	✓	✓	✓	✓	✓	✓	✓	✓	–	–	In accordance with RCW 70.128.010(1), as amended
Nursing and Residential Care Facilities	6231; 6232	–	–	–	–	CUP	✓	✓	✓	✓	–	–	
Assisted Living Facilities	6233	–	–	–	CUP	CUP	✓	✓	✓	✓	–	–	
Live/Work Unit	Special	–	–	–	–	–	✓	✓	✓	✓	–	–	
Permanent Supportive Housing		✓	✓	✓	✓	✓	✓	✓	✓	✓	–	–	
Transitional Housing		✓	✓	✓	✓	✓	✓	✓	✓	✓	–	–	
Agriculture and Resource (Sector 11-21)													
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Conditions 1 and 6
Family Farm	111; Special	✓	✓	A	–	–	–	–	–	–	✓	✓	Activities must be performed on parcels larger than two acres in size, unless in the SF2 or SF3 zone
Agricultural Sales	454390, part	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Activities permitted in all districts, but require TUP and must comply with EMC 18.50.070
Crop Production													
Marijuana Production	111; Special	–	–	–	–	–	–	–	–	–	–	–	See Condition 2
Crop Production, All Other	111	✓	✓	A	–	–	–	–	–	–	✓	✓	

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Animal Production and Aquaculture													
Hog and Pig Farming	112210	–	–	–	–	–	–	–	–	–	–	–	
Cattle Feedlots	112112	CUP	–	–	–	–	–	–	–	–	–	–	
Animal Production and Aquaculture, All Other	112 except 112210; 112112; 112511, part	✓	CUP	–	–	–	–	–	–	–	✓	CUP	
Mining, Quarrying, and Oil and Gas Extraction	21	–	–	–	–	–	–	–	–	–	–	–	Unless otherwise authorized or permitted by the state where city of Edgewood is preempted from regulating
Utilities (Sector 22)													
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1
Electric Power Generation	22111	CUP	CUP	CUP	CUP	CUP	–	–	–	–	CUP	CUP	Not applicable to small-scale, independent residential units or single-building power supply units
Potable Water Treatment	221310, part	CUP	CUP	CUP	CUP	CUP	–	–	–	–	CUP	CUP	
Sewage Collection or Treatment Facility	221320, part	CUP	CUP	CUP	CUP	CUP	–	–	–	–	CUP	CUP	
Wireless Communication Facilities	517312; 517919, part	See Note											Activities subject to Edgewood Ord. No. 18-526 and any successors, as modified (EMC 18.100.110)
Manufacturing (Sector 31-33)													

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1
Animal Slaughtering and Processing	3116	–	–	–	–	–	–	–	–	–	–	–	
Marijuana Processing	Special	–	–	–	–	–	–	–	–	–	–	–	See Condition 2
Manufacturing, Craft	Special	–	–	–	–	–	CUP	CUP	CUP	CUP	✓	–	
Manufacturing, Light	23, part; 311 except 3116; 312; 313; 314; 315; 316; 337	–	–	–	–	–	–	–	CUP	CUP	✓	–	
Manufacturing, Heavy	23, part; 321; 322; 323; 324; 325; 326; 327; 331; 332; 333; 334; 335; 336; 339	–	–	–	–	–	–	–	–	–	CUP	–	
Wholesale and Retail Trade (Sector 42, 44-45)													
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1
Wholesale Trade	423; 424; 425	–	–	–	–	–	–	–	CUP	A	✓	–	
Retail Trade													
Automobile and Other Motor Vehicle Dealers	4411; 4412	–	–	–	–	–	–	–	CUP	A	A	–	
Gasoline Stations	447	–	–	–	–	–	CUP	CUP	A	✓	✓	–	
Pet and Pet Supplies Stores	453910	–	–	–	–	–	A	✓	✓	✓	✓	–	
Fuel Dealers	454310	–	–	–	–	–	–	–	CUP	CUP	✓	–	

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Marijuana Retailers	453998, part	–	–	–	–	–	–	–	–	–	–	–	See Condition 2
Sexually Oriented Retail Businesses	Special	–	–	–	–	–	–	–	–	CUP	–	–	Per Ord. Nos. 11-356, 13-410, 14-425, 17-502, and regulations regarding cannabis in Chapter 69.51A RCW or I-502 Subject to standards provided in EMC 18.100.100
Retail Trade, All Other	All Other 44; 45	–	–	–	–	–	✓	✓	✓	✓	✓	CUP	
Transportation and Warehousing (Sector 48-49)													
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1
Transportation													
Pipeline Transportation	486	See Note											Activities must follow city of Edgewood permitting requirements and are subject to Condition 3
Transportation, All Other	48 except 486	See Note											See Condition 4
Warehousing and Storage													
Mini-Warehouses and Self-Storage Units	53113	–	–	–	–	–	–	–	CUP	✓	✓	–	
Warehousing and Storage, All Other		–	–	–	–	–	–	–	–	CUP	✓	–	
Business and Professional Services (Sector 51-56)													

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1
General	All Office Use, plus: 51 except 517; 52; 531; 533; 54 except 541940; 55; 561; 813	–	–	–	–	–	✓	✓	✓	✓	A	–	
Rental and Leasing													
Passenger Car Rental and Leasing	53211	–	–	–	–	–	✓	✓	✓	✓	✓	–	
Truck, Utility Trailer, and RV Rental and Leasing	53212	–	–	–	–	–	CUP	CUP	A	✓	✓	–	
Consumer Goods Rental	5322; 5323, part	–	–	–	–	–	✓	✓	✓	✓	✓	–	
Commercial and Industrial Equipment Rentals	5323, part; 5324	–	–	–	–	–	–	–	A	✓	✓	–	
Waste Management and Remediation Services													
Waste Management and Remediation Services, All Other	5622, part; 5629	–	–	–	–	–	–	–	–	–	CUP	–	
Educational Services (Sector 61)													
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1
Elementary and Secondary Schools	6111	CUP	CUP	CUP	CUP	CUP	A	✓	✓	✓	CUP	CUP A	
Junior Colleges, Colleges, Universities, and Professional Schools	6112; 6113; 6114	–	–	–	–	–	A	✓	✓	✓	CUP	– A	

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Technical and Trade Schools	6115	–	–	–	–	–	A	✓	✓	✓	CUP	– A	
Educational Services, All Other	6116; 6117	–	–	–	–	–	A	✓	✓	✓	CUP	–	
Health Care and Social Assistance (Sector 62)													
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1
Ambulatory Health Care Services, All Other	All Other 621	–	–	–	–	CUP	✓	✓	✓	✓	CUP	CUP	
Hospitals	622	–	–	–	–	–	–	✓	✓	✓	CUP	–CUP	
Social Assistance													
Services for the Elderly and Persons with Disabilities	624120	–	–	–	–	CUP	✓	✓	✓	✓	CUP	CUP	
Vocational Rehabilitation Services	624310	–	–	–	–	CUP	✓	✓	✓	✓	CUP	CUP	
Child Daycare Services, Home-Based	624410, part	A	A	A	A	A	✓	✓	✓	✓	–	–	Subject to standards provided in EMC 18.100.040
Child Daycare Services, All Other	624410, part	–	–	–	–	CUP	✓	✓	✓	✓	CUP	–CUP	Subject to standards provided in EMC 18.100.040
Social Assistance, All Other	All Other 624	–	–	–	–	CUP	✓	✓	✓	✓	CUP	CUP	
Emergency Housing		–	–	–	–	–	CUP	✓	✓	CUP	✓		
Emergency Shelter		–	–	–	–	–	CUP	✓	✓	CUP	✓		
Arts, Entertainment, and Recreation (Sector 71)													
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1
Libraries	Special	–	–	–	A	A	✓	✓	✓	✓	A	✓	

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Museums and Art Galleries	712 except 712130	–	–	–	A	A	✓	✓	✓	✓	A	✓	
Zoos, Aquariums, and Botanical Gardens	712130	–	–	–	–	–	A	✓	✓	✓	✓	A	
Golf Courses and Country Clubs	713910	A	A	–	–	–	A	✓	✓	✓	✓	A	
Sexually Oriented Entertainment	Special	–	–	–	–	–	–	–	–	CUP	–	–	Subject to standards provided in EMC 18.100.100
Gambling Industries	7132	–	–	–	–	–	–	CUP	A	A	✓	– CUP	
Indoor Arts, Entertainment, and Recreation Activities, Other	Special	–	–	–	–	–	CUP	✓	✓	✓	A	✓	
Outdoor Arts, Entertainment, and Recreation Activities, Other	Special	–	–	–	–	–	CUP	A	A	A	–	✓	
Accommodation (Sector 721)													
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1
Hotels (except Casino Hotels) and Motels	721110	–	–	–	–	–	CUP	✓	✓	CUP	✓	–	
Bed-and-Breakfast Inns	721191	–	–	–	CUP	CUP	CUP	✓	✓	CUP	–	–	
RV Parks and Recreational Camps	7212	–	–	–	–	–	–	–	–	–	–	–	
Food Service and Drinking Places (Sector 722)													

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1
Special Food Services	7223 except 722330	See Note					✓	✓	✓	✓	–	–✓	Allowed as incidental use in residential districts
Mobile Vendors	722330	–	–	–	–	–	✓	✓	✓	✓	✓	✓	Activities always require TUP and must comply with EMC 18.50.070
Drinking Places for Alcoholic Beverages	722410	–	–	–	–	–	CUP	✓	✓	✓	✓	CUP	Subject to regulation and classification by the Washington State Liquor and Cannabis Board
Restaurants, Full Service	722511	–	–	–	–	–	✓	✓	✓	✓	✓	✓	
Restaurants, Limited Service	722513; 722514	–	–	–	–	–	✓	✓	✓	✓	✓	✓	Subject to compliance with drive-up windows (special) use, if also applicable
Snack and Nonalcoholic Beverage Bars	722515	–	–	–	–	–	✓	✓	✓	✓	✓	✓	Subject to compliance with drive-up windows (special) use, if also applicable
Services (Sector 811-812)													
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1
Automotive Repair and Maintenance													

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Automotive Oil Change and Lubrication Shops	811191	–	–	–	–	–	–	–	CUP	A	✓	–	
Car Washes	811192	–	–	–	–	–	CUP	✓	✓	✓	✓	–	
Automotive Repair and Maintenance, All Other	All Other 8111	–	–	–	–	–	–	–	CUP	CUP	✓	–	
Personal Care Services	8121; 812310; 8123200	–	–	–	–	–	CUP	✓	✓	✓	✓	–	
Other Repair and Maintenance													
Other Repair and Maintenance, Consumer	811 except 8111	–	–	–	–	–	–	–	CUP	CUP	✓	–	
Other Repair and Maintenance, Commercial/Industrial	811 except 8111	–	–	–	–	–	–	–	CUP	CUP	✓	–	
Funeral Homes and Funeral Services	812210	–	–	–	–	–	–	–	CUP	CUP	✓	–	
Crematoria	812220, part	–	–	–	–	–	–	–	–	CUP	CUP	–	
Pet Care Services													
Kennels	812910, part	–	–	–	–	–	–	–	–	CUP	A	–	
Veterinary Services	541940	–	–	–	–	–	A	A	✓	✓	A	–	
Pet Care Services, All Other	812910, part	–	–	–	–	–	✓	✓	✓	✓	A	–	
Civic and Public Uses (Sector 813)													
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1
Cemeteries	812220, part	–	–	–	–	–	–	–	–	–	–	CUP	

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Religious Assembly													
Up to 10,000 sq. ft.	813110, Assembly Only	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
10,000 to 19,999 sq. ft.	813110, Assembly Only	✓	✓	✓	A	A	CUP	CUP	✓	✓	–	CUP	
20,000 to 29,999 sq. ft.	813110, Assembly Only	A	A	A	A	A	CUP	CUP	✓	✓	–	CUP	
30,000 to 39,999 sq. ft.	813110, Assembly Only	CUP	CUP	CUP	A	A	CUP	CUP	✓	✓	–	CUP	
40,000 sq. ft. or greater	813110, Assembly Only	–	–	–	–	–	–	–	✓	✓	–	CUP	
Correctional Institutions	922140	–	–	–	–	–	–	–	CUP	CUP	–	CUP	
Administrative Public Facility Government Facilities and Services	92 except 922140	–	–	–	–	–	✓	✓	✓	✓	✓	✓	
Non-Administrative Public Facility	Special	=	=	=	=	=	=	=	=	=	=	A	Activities with Outside Storage also subject to EMC 18.90.120.
Parks, Open Space, and Public Recreation	Special	✓	✓	✓	✓	✓	✓	✓	✓	✓	A	✓	
Other Uses													
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1
Parking Lots	812930, part	–	–	–	–	–	–	–	CUP	–	–	–CUP	

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Parking Structures	812930, part	–	–	–	–	–	–	CUP	CUP	–	–	–CUP	
Drive-Up Windows	Special	–	–	–	–	–	CUP	CUP	CUP	CUP	CUP	CUP	Window shall not face a public ROW and facility must be screened from ROW
Outside Displays	Special	–	–	–	–	–	✓	✓	✓	✓	✓	✓	Activities also subject to EMC 18.95.030(I)
Outside Storage	Special	–	–	–	–	–	–	CUP	CUP	CUP	A		Activities also subject to EMC 18.90.120

Conditions
(1) Operations shall not disseminate dust, fumes, gas, noxious odor, smoke, glare, or other atmospheric influence beyond the boundaries of the site, property, or parcel on which such use is located. (2) Subject to regulation and classification by the Washington State Liquor and Cannabis Board, where applicable and must comply with Edgewood City Ordinance Nos. 14-425 and/or 17-502; plus any regulations regarding cannabis in Chapter 69.51A RCW or I-502. (3) Subject to Washington Utilities and Transportation Commission regulations and the federal Pipeline and Hazardous Materials Safety Administration (PHMSA). As allowed under state or federal regulations, any use(s) or appurtenances subject to local municipal control will require a CUP in all zoning districts. (4) NAICS Subsector Codes 481-485 and 487 (Air Transportation; Rail Transportation; Water Transportation; Truck Transportation; Transit and Ground Passenger Transportation; and Scenic and Sightseeing Transportation) permitted as services or systems, to include necessary support activities. The physical location of facilities, maintenance grounds, offices, or other structures incidental to the service or system is subject to the use regulations for said structure. (5) Essential Public Facilities are subject to EMC 18.50.060, Essential Public facilities permit. (6) Subject to EMC 18.100.030, Animals.

Chapter 18.100 DEVELOPMENT STANDARDS – USE SPECIFIC

~~18.100.050 Essential public facilities.~~

~~Under the state Growth Management Act, essential public facilities include those facilities that are typically difficult to site such as airports, state education facilities and state or regional transportation facilities as defined in RCW 47.06.140; state and local correctional facilities; solid waste handling facilities; and in-patient facilities including substance abuse facilities, mental health facilities, and group homes. For the purposes of and within this title, essential public facilities are treated as listed or substantially similar to listed use types, thereby affirming their siting in appropriate areas; except as applied to public lands, where they are liberally construed to include a broad array of public services. Essential public facilities do not include wireless telecommunications facilities. (Ord. 20-579 § 7 (Exh. F); Ord. 03-203 § 1).~~

From: Devereux, Brian J. <DevereBJ@puyallup.k12.wa.us>
Sent: Thursday, February 2, 2023 4:09 PM
To: Morgan Dorner <morgan@cityofedgewood.org>
Cc: Martin, Brady L. <MartiBL@puyallup.k12.wa.us>; Marcoe, Laura K. <MarcoeLK@puyallup.k12.wa.us>
Subject: RE: EMC Title 18 Public Zoning District Land Uses and Public Facility Code Amendments_SEPA DNS 1.30.23

Hi Morgan,

Thank you for providing the Puyallup School District notice of the proposed Public Zoning District Land Use amendments.

As you know, all Puyallup School District property within the City of Edgewood is zoned Public, including Northwood Elementary, Mt. View Elementary, and Edgemont Junior High. In review of the existing Edgewood Land Use Table, I noticed that Elementary and Secondary Schools require a CUP (including portable classrooms) within the Public zone, while schools are permitted outright in other zones such as TC, C, BP. The MUR zone allows schools through a less cumbersome AUP (compared to the CUP process). I don't know the history of how this table was developed, but I'd like to take this comment period opportunity to request that Elementary and Secondary Schools be amended as a permitted land use in the Public zone.

I understand you will discuss the matter interanlly for further review. Let me know if I can be of any assistance.

Brian Devereux
 Director of Facilities Planning
 Puyallup School District
 253-841-8772

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Commercial and Industrial Equipment Rentals	5323, part; 5324	-	-	-	-	-	-	-	A	✓	✓	-	
Waste Management and Remediation Services													
Waste Management and Remediation Services, All Other	5622, part; 5629	-	-	-	-	-	-	-	-	-	CUP	-	
Educational Services (Sector 61)													
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1
Elementary and Secondary Schools	6111	CUP	CUP	CUP	CUP	CUP	A	✓	✓	✓	CUP	CUP	
Junior Colleges, Colleges, Universities, and Professional Schools	6112; 6113; 6114	-	-	-	-	-	A	✓	✓	✓	CUP	-	
Technical and Trade Schools	6115	-	-	-	-	-	A	✓	✓	✓	CUP	-	
Educational Services, All Other	6116; 6117	-	-	-	-	-	A	✓	✓	✓	CUP	-	
Health Care and Social Assistance (Sector 62)													



City Of Edgewood Council Agenda Summary Sheet

Subject: Resolution - McKinstry Contract	Agenda Item #: 2.E
	For Agenda of: 2/21/2023
	Prepared by: Matthew Ray
Attachments (list): 1. McKinstry HVAC Resolution 2. City of Edgewood - 2023	
Approval of Materials: Matthew Ray Rachel Pitzel, City Clerk/HR Director Daryl Eidinger	Expenditure Required: \$21,000 Annually Amount Budgeted: \$25,000 Timeline: 02/21/2023 SS Discussion

Summary Statement:

In March of 2020, the City switched HVAC maintenance companies to McKinstry. At the time of the switch, our system was only marginally operational and preventative maintenance like balancing water chemistry was not being done.

I am happy to report that our system is now completely operational and, with partnership with McKinstry, we have corrected many of the issues that have plagued the system since it was built and upgraded filtration to meet current (COVID) standards. Over the course of the last three years, we have included/amended the original contract to include our annual required Backflow testing. As McKinstry Company remains on the Washington State Department of Enterprise Master Contract, the city has the ability to "piggyback" on the State Contract without bidding. The new contract is for one year with the ability to roll over from year to year, but can be canceled at anytime with a thirty-day written notice.

Item History:

Recommended Action:

Hold a discussion and provide staff guidance regarding Resolution - McKinstry Contract

Fiscal Note/Consideration:

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A PURCHASED SERVICES AGREEMENT WITH MCKINSTRY COMPANY, LLC FOR HVAC MAINTENANCE SERVICES AT CITY HALL

WHEREAS, the City has need for ongoing ordinary maintenance and repair of the HVAC system at City Hall, including air handling and computer control systems to provide heating, fresh air, cooling, associated electrical and plumbing, pressure vessels, valves, and chemical controls; and

WHEREAS, the State of Washington has entered into a Master Contract with McKinstry Company, LLC through the Department of Enterprise services to provide HVAC ordinary maintenance services at fixed prices for the State and political subdivisions such as the City of Edgewood; and

WHEREAS, McKinstry is known to the City as a reputable service provider for HVAC services and has agreed to contract with the City under the provisions of the State Master Contract; and

WHEREAS, the City wishes to execute, under the provisions of the State Master Contract Number 02919, a contract for Purchased Services together with a specific scope of work and cost identified in the contract; and

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

Section 1. Agreement authorized. The Mayor is authorized to execute a contract for purchased services with McKinstry Company, LLC, attached hereto as Exhibit A and incorporated herein.

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

ADOPTED THIS 28TH DAY OF February, 2023

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk



City Of Edgewood

EDGEWOOD, WA 98372
13 FEBRUARY 2023

FOR THE
LIFE OF
YOUR
BUILDING



City Of Edgewood
Matthew Ray
2224 104th Ave. E.
Edgewood, WA 98372

Dear Matthew,

Thank you for the opportunity to present our maintenance plan for your facility. Our goal has been to listen carefully to your needs so we can understand the challenges and issues you face in managing your facility.

If our plan meets your expectations, please sign the executable agreement page located in the back of this proposal and return it to me via email darrinw@mckinstry.com. A copy of the agreement page is located in the financial section of this proposal and may be kept for your records.

Again, we thank you for this opportunity and we look forward to working with you.

Regards,

Darrin Wellentin
Account Manager

Scope of Coverage

Our scope of coverage for City Of Edgewood, Edgewood location, includes maintenance services as described below and in more detail in "Schedule" and "Task Lists."

SPECIFIC SCOPE OF COVERAGE

- 1 . HVAC preventive maintenance (four times annually)
- 2 . HVAC Filter Changes preventive maintenance (two times annually) (Merv 13 Filters)
- 3 . HVAC Controls preventive maintenance (four times annually)
- 4 . Plumbing preventive maintenance (one time annually)
- 5 . Water Treatment preventive maintenance (four times annually)

GENERAL SCOPE OF COVERAGE

- 1 . Written reports for maintenance inspections
- 2 . Written reports for service calls
- 3 . Priority scheduling and response for all McKinstry service offerings
- 4 . 24x7 Emergency Response availability
- 5 . 20-minute call back and 4-hours on site for emergency service calls
- 6 . Service history tracking by Equipment ID for all equipment under contract
- 7 . Preferred service rates for all services
- 8 . Work to be performed during normal business hours

COMMENTS/CLARIFICATIONS

All work is done subject to McKinstry's standard Service Warranty

McKinstry will not be responsible for:

- Any services not specifically listed in the Scope of Work
- The quality or suitability of Customer furnished materials and/or equipment; the system performance; and/or system design
- Emergency calls resulting from system design issues
- Liability for underground utilities, obstructions, locating services and location of utilities, and/or unforeseen obstacles or conditions
- Any damages that are not reasonably foreseeable from any incident, including special, indirect, or consequential damages
- Water supply and drain issues beyond the requirements listed in the Scope of Work
- Electrical service beyond the equipment disconnect switch, or electrical service requirements due to power failure
- Any work not paid in full
- Downtime for IT infrastructure and/or IT network(s) to which McKinstry had no responsibility for
- Damage caused by freezing
- Repair of damage or increase in service time resulting from accident, transportation, relocation, neglect, misuse, or anything else other than caused ordinary use
- Repair to equipment located in an unsuitable place of installation or an unsafe or hazardous environment
- Non-moving or non-maintainable parts, heat exchangers (all styles), coils, ductwork, equipment housing, casings, enclosures and/or boiler vessels.
- Any claims, damages, losses or expenses, arising from or related to conditions that existed in, or, or upon the premises before the effective date of this Agreement. These preexisting conditions include, without limitation, damages, losses, or expenses involving building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold and/or fungi
- Data management and impacts including accessibility, integrity, and system uptime or downtime



Equipment List for
City Of Edgewood

Site: City Of Edgewood
2224 104th Ave. E.
Edgewood, WA 98372

Tag Number	Equipment Type	Manufacturer	Criticality	Duty Cycle	Operation Conditions	Description	Model Number	Serial Number	Location	Filters/Belts
			1 or 2 or 3	Light Medium Heavy	Clean Moderate Dirty					
AHU-01	Air Handler Built Up (up to 15 tons)	Greenheck	2	Medium	Moderate	Air Handler Unit	Field Verify	Field Verify	Roof	20 X 20 X 1 Pleat-40
WWHP-01	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Water Heat Pump	Field Verify	Field Verify	Office Celing	12 X 20 X 2 Pleat-40
GSHP-01	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	20 X 25 X 2 Pleat-40
GSHP-02	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	18 X 18 X 2 Pleat-40
GSHP-03	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	18 X 18 X 2 Pleat-40
GSHP-04	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	18 X 18 X 2 Pleat-40
GSHP-05	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	10 X 20 X 2 Disposable



Equipment List for
City Of Edgewood

Site: City Of Edgewood
2224 104th Ave. E.
Edgewood, WA 98372

Tag Number	Equipment Type	Manufacturer	Criticality	Duty Cycle	Operation Conditions	Description	Model Number	Serial Number	Location	Filters/Belts
			1 or 2 or 3	Light Medium Heavy	Clean Moderate Dirty					
GSHP-06	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celimg	20 X 20 X 2 Pleat-40
GSHP 2-1	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celimg	15 X 30 X 2 Pleat-40
GSHP 2-2	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celimg	15 X 30 X 2 Pleat-40
GSHP 2-3	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celimg	15 X 30 X 2 Pleat-40
GSHP 2-4	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celimg	15 X 30 X 2 Pleat-40
GSHP 2-5	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celimg	15 X 30 X 2 Pleat-40
GSHP 2-6	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celimg	15 X 30 X 2 Pleat-40



Equipment List for
City Of Edgewood

Site: City Of Edgewood
2224 104th Ave. E.
Edgewood, WA 98372

Tag Number	Equipment Type	Manufacturer	Criticality	Duty Cycle	Operation Conditions	Description	Model Number	Serial Number	Location	Filters/Belts
			1 or 2 or 3	Light Medium Heavy	Clean Moderate Dirty					
GSHP 2-7	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-8	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-9	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-10	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-11	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-12	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-13	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40



Equipment List for
City Of Edgewood

Site: City Of Edgewood
2224 104th Ave. E.
Edgewood, WA 98372

Tag Number	Equipment Type	Manufacturer	Criticality	Duty Cycle	Operation Conditions	Description	Model Number	Serial Number	Location	Filters/Belts
			1 or 2 or 3	Light Medium Heavy	Clean Moderate Dirty					
GSHP 2-14	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-15	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-16	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-17	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-18	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-19	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-20	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40



Equipment List for
City Of Edgewood

Site: City Of Edgewood
2224 104th Ave. E.
Edgewood, WA 98372

Tag Number	Equipment Type	Manufacturer	Criticality	Duty Cycle	Operation Conditions	Description	Model Number	Serial Number	Location	Filters/Belts
			1 or 2 or 3	Light Medium Heavy	Clean Moderate Dirty					
P-01	Pump Circulation (up to 30 HP)	Taco	1	Medium	Moderate	Pump	Field Verify	Field Verify	Boiler Room	
P-02	Pump Circulation (up to 30 HP)	Taco	1	Medium	Moderate	Pump	Field Verify	Field Verify	Boiler Room	
C-01	Digital Controls Site Access	Facility Explorer	2	Medium	Moderate	HVAC Control	Field Verify	Field Verify	Boiler Room	
BFD-01	Backflow Device Domestic	Wilkins	1	Medium	Moderate	Backflow Device	950XLTU	2849771	By Meter	
BFD-02	Backflow Device Fire	Wilkins	1	Medium	Moderate	Backflow Device	975XLD	2971024	East of Bldg in Hot Box	
BFD-03	Backflow Device Fire	Wilkins	1	Medium	Moderate	Backflow Device	475ADA	R02421	East of Bldg in Hot Box	
BFD-04	Backflow Device Domestic	Wilkins	1	Medium	Moderate	Backflow Device	975XL	3004767	East of Bldg in Hot Box	
BFD-05	Backflow Device Domestic	Wilkins	1	Medium	Moderate	Backflow Device	950XLT	1817426	By Meter	
BFD-06	Backflow Device Domestic	Wilkins	1	Medium	Moderate	Backflow Device	950XLT	4479832	By Meter	



Equipment List for
City Of Edgewood

Site: City Of Edgewood
2224 104th Ave. E.
Edgewood, WA 98372

Tag Number	Equipment Type	Manufacturer	Criticality	Duty Cycle	Operation Conditions	Description	Model Number	Serial Number	Location	Filters/Belts
			1 or 2 or 3	Light Medium Heavy	Clean Moderate Dirty					
BFD-07	Backflow Device Domestic	Wilkins	1	Medium	Moderate	Backflow Device	950XLTU	4138112	By Meter	
BFD-08	Backflow Device Domestic	Wilkins	1	Medium	Moderate	Backflow Device	975XL	4046945X LTCU	By Meter	
BFD-09	Backflow Device Domestic	Febco	1	Medium	Moderate	Backflow Device	850	30682	By Meter - North of Access Road	
BFD-10	Backflow Device Domestic	Febco	1	Medium	Moderate	Backflow Device	850	29356	By Meter- North of Bus Shelter	
BFD-11	Backflow Device Domestic	Wilkins	1	Medium	Moderate	Backflow Device	950XLTU	4867270	In meter Box along Meridian	



Schedule for
City Of Edgewood

Site: City Of Edgewood
2224 104th Ave. E.
Edgewood, WA 98372

Tag Number	Equipment Type	Description	Preventive/Predictive/Proactive Maintenance Schedule											
			JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
MJ=Major Insp. MI=Minor Insp. AN=Annual Insp. OP=Operational Insp. FC=Filter Change Only CC=Coil Cleaning SPM=Bearing Analysis VIB=Vibration Analysis MCA=Motor Circuit Analysis US=Ultrasonic Survey OIL=Oil Analysis LA=Laser Alignment BC=Belt Change WT=Water Treatment EB=Energy Benchmark OA=Operational Assessment														
AHU-01	Air Handler Built Up (up to 15 tons)	Air Handler Unit		MJ			MJ/FC			MJ			MJ/FC	
WWHP-01	Heat Pump Water Source (up to 5 tons)	Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP-01	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP-02	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP-03	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP-04	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP-05	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP-06	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-1	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-2	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	



Schedule for
City Of Edgewood

Site: City Of Edgewood
2224 104th Ave. E.
Edgewood, WA 98372

Tag Number	Equipment Type	Description	Preventive/Predictive/Proactive Maintenance Schedule											
			JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
GSHP 2-3	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-4	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-5	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-6	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-7	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-8	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-9	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-10	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-11	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-12	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	



Schedule for
City Of Edgewood

Site: City Of Edgewood
2224 104th Ave. E.
Edgewood, WA 98372

Tag Number	Equipment Type	Description	Preventive/Predictive/Proactive Maintenance Schedule											
			JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
GSHP 2-13	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-14	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-15	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-16	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-17	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-18	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
GSHP 2-19	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	



Schedule for
City Of Edgewood

Site: City Of Edgewood
2224 104th Ave. E.
Edgewood, WA 98372

Tag Number	Equipment Type	Description	Preventive/Predictive/Proactive Maintenance Schedule											
			JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
GSHP 2-20	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ			MJ/FC			MJ			MJ/FC	
P-01	Pump Circulation (up to 30 HP)	Pump		MJ			MJ			MJ			MJ	
P-02	Pump Circulation (up to 30 HP)	Pump		MJ			MJ			MJ			MJ	
C-01	Digital Controls Site Access	HVAC Control		MJ			MJ			MJ			MJ	
BFD-01	Backflow Device Domestic	Backflow Device						AN						
BFD-02	Backflow Device Fire	Backflow Device						AN						
BFD-03	Backflow Device Fire	Backflow Device						AN						
BFD-04	Backflow Device Domestic	Backflow Device						AN						
BFD-05	Backflow Device Domestic	Backflow Device						AN						
BFD-06	Backflow Device Domestic	Backflow Device						AN						
BFD-07	Backflow Device Domestic	Backflow Device						AN						
BFD-08	Backflow Device Domestic	Backflow Device						AN						
BFD-09	Backflow Device Domestic	Backflow Device						AN						
BFD-10	Backflow Device Domestic	Backflow Device						AN						
BFD-11	Backflow Device Domestic	Backflow Device						AN						

MAINTENANCE & SERVICE AGREEMENT

Contractor

McKinstry Co. LLC
5005 Third Avenue South
Seattle, WA 98134
Phone: 206.762.3311
Fax: 206.762.2624
Email: darrinw@mckinstry.com

Customer

City Of Edgewood
2224 104th Ave. E.
Edgewood, WA 98372
Phone: (253) 392-2562
Fax:
Email: matthew@cityofedgewood.org

Agree preventive maintenance and repair service will be provided at:

City Of Edgewood
2224 104th Ave. E.
Edgewood, WA 98372

In accordance with the enclosed specifications, the terms and conditions set forth in this agreement; and other attachments which are made a part of this agreement:

Maintenance shall commence on:	3/1/2023	
At an annual fee of:	\$ 18,381.00	Annually
Which is payable:	\$ 4,595.25	Quarterly
Sales Tax excluded if applicable		
PRE-AUTHORIZED REPAIR LIMIT	\$ 1500.00	

This agreement shall continue in effect for a period of one (1) year, and from year to year thereafter, except that either party may provide written notice to the other party of an intention not to continue with thirty (30) days written notice.

Contractor agrees to provide repair service to the customers, twenty-four (24) hours per day seven (7) days per week at the contracted rates quoted by the contractor. All repair services performed shall be billed separate of the maintenance agreement and shall not be deemed a part of the preventive maintenance program. It is further agreed that the customer shall be billed for any and all components and materials required to successfully complete such repairs. MCKINSTRY CO. will increase this maintenance agreement each year at renewal based on the annual Consumer Price Index (CPI) or Union Labor Contract increases, whichever is greater, not to exceed 4% annually. CPI Index will be calculated by using annual rate for the prior calendar year rounded to the nearest whole number, Union Labor increases will be based on percentage of total salary package increase rounded to the nearest whole number.

Predictive Maintenance

☐ SPM Bearing Analysis	☐ Computer/Laser Alignment	☐ Vibration Analysis	☐ Oil Analysis
☐ Motor Circuit Analysis	☐ Eddy Current Analysis	☐ Refrigerant Analysis	☐ Other

Preventive Maintenance

HVAC	PLUMBING	CONTROLS
☒ Maintenance	☒ Backflow Devices	☐ Connection Agreement
☒ Service/Repair/Replace	☐ Jetting/Camera	☐ Controls Maintenance
☒ Water Treatment	☐ Drain Maintenance	☐ Remote Alarming/Monitoring
☐ Chillers/Centrifugal	☐ Boilers	☐ Other
FACILITY SERVICES	FIRE	OTHER SERVICES
☐ Service Desk	☐ Sprinkler Confidence Testing	☐ Compressed Air Systems
☐ Info Center	☐ Fire Alarm Testing	☐ Vacuum-Pumps
☐ Facility Mgr./Coordinator	☐ Fire Alarm Monitoring	☐ Hood-Cleaning
☐ Other	☐ Fire Extinguishers	☐ Other

This agreement is accepted by:
McKinstry Co. LLC:

City Of Edgewood

Signature (Authorized Representative)

Name (Authorized Representative)

Darrin Wellentin

Name

Account Manager

Title

02/13/23

Date

Signature (Authorized Representative)

Name

Title

Date

Scope Clarifications

CUSTOMER OBLIGATIONS

The customer shall be responsible for and agrees to: a) properly operate the equipment in accordance with the applicable recommended procedures and operating manuals; b) ensure that qualified personnel are provided for such operation; c) promptly report unusual equipment operating conditions or operations; d) furnish to McKinstry clean and secure access to all equipment to be serviced; and e) provide professional cooling tower water treatment as needed.

EXISTING EQUIPMENT

All work within the Scope of Coverage assumes that the systems covered to be in maintainable condition. If repairs are found necessary upon initial inspection or initial seasonal start-up, unless otherwise agreed to in writing, repair charges will be submitted for approval. McKinstry shall not be liable for failure to discover conditions necessitating further repair or replacements nor shall any inspections be construed as an approval or guarantee of the system or equipment. For necessary repairs that are not approved, the non-maintainable items will be suspended from the Scope of Coverage. McKinstry reserves the right to charge an inspection fee if the repairs are not authorized.

Any work not specifically included in the repair submittal is specifically excluded. McKinstry will not be required to make safety test or install new attachments, additional controls, or equipment directed by insurance companies or other authority that are outside of the proposed repair. Those would be additional services if required, and must be agreed to in writing.

SERVICE AVAILABILITY

Unless otherwise agreed to, McKinstry agrees to provide service availability during normal business hours, i.e., 7:00 AM to 4:30 PM, Monday through Friday, holidays excepted, and service at other than normal business hours, if contracted for, at the hourly rate and terms, including vehicle charges or special assessments, then in effect McKinstry.

If any emergency service call is made at Customer's request and inspection does not reveal any defect for which McKinstry is responsible, Customer will be liable for regular charges prevailing for such service. Customer acknowledges that there is a minimum charge of one (1) hour.

McKinstry shall have full and free access to the equipment to provide service. If persons other than representatives of McKinstry perform maintenance or repair of a unit of equipment, and as a result further repair by McKinstry is required, such repairs will be made at McKinstry's applicable time and material rates and terms then in effect.

EXCLUSIONS

Maintenance Service does not include: (a) water supply and drain beyond the subject equipment; (b) equipment housing, casing or enclosure; (c) electrical service beyond the equipment disconnect switch, or service requirements due to power failure; (d) damage caused by freezing; (e) work required by government codes, building and union regulations; (f) repair of damage or increase in service time resulting from accident, transportation, relocation, neglect, misuse, or other than ordinary use; (g) repair to equipment located in an unsuitable place of installation or an unsafe or hazardous environment; (h) emergency calls resulting from system design problems; (i) non-moving or non-maintainable parts, heat exchangers (all styles), coils, ductwork, and boiler vessels. Plumbing services and energy management and emergency calls resulting from energy management activities will only be included if specifically noted and agreed to within the Scope of Services.

HAZARDOUS MATERIALS

Customer acknowledges that McKinstry's obligation under this service agreement and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials, or any fungus(es) or spore(s); substance, vapor or gas produced by or arising out of any fungus(es) or spore(s); or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s). In the event such substances, wastes and materials are encountered, McKinstry's sole obligation will be to notify the Customer of their existence. McKinstry shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

DISPOSAL

Customer agrees to allow disposal of all replaced filters on site. If filter disposal is not allowed on premises, customer agrees to reimburse McKinstry for labor to transport and dispose of filters off site.

WARRANTY

McKinstry warrants that the work will be performed in a good and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of thirty (30) days from the completion of any Services. Repair work, excluding clearing stoppage, guaranteed for one (1) year. Any warranty of goods or materials shall only be that of the manufacturer. Charges for labor will be made for replacement of manufacturer's materials if deemed defective due to poor workmanship by manufacturer. McKinstry makes no other warranties expressed or implied and its technicians are NOT authorized to make such warranties.

Any warranties provided will not apply to (i) any deliverable that is modified by Customer or its employees or agents (other than a modification authorized or approved by McKinstry), (ii) any deliverable that is damaged after acceptance by Customer by any cause other than a failure that results from a breach of warranty by McKinstry, (iii) any Deliverable that is damaged after acceptance by Customer, (iv) any deliverable that is damaged after acceptance by Customer by abuse, misuse, operation other than in accordance with applicable documentation or through Customer's failure to perform routine or required maintenance, or (v) any failure of a Deliverable to be compatible with any other systems or operating environment unless such compatibility was set forth as an applicable requirement in the applicable SOW.

Customer's sole and exclusive remedy and McKinstry's entire liability for any cause of action will be to promptly re-perform any Services at McKinstry's expense or refund to Customer the fees incurred by McKinstry for that Statement of Work that gave rise to the liability.

Except as expressly set forth above, McKinstry is providing the Services and the Deliverables "as is" and "with all faults" and without any warranties or representations. McKinstry hereby disclaims all implied warranties, including any warranty of fitness for a particular purpose, any warranty of merchantability and any warranty of non-infringement.

PRICING

The pricing included is provided with the understanding that neither party shall be liable to the other party for any consequential, indirect, special, incidental, exemplary, or similar damages or losses, including loss of profits, arising out of or relating to this agreement, whether based in contract, tort, or any other theory, even if a party has been advised of the possibility of such damages and that the aggregate liability of either party shall not exceed the price of the work.

Terms & Conditions

PERFORMANCE OF WORK. McKinstry shall perform the scope of work ("Work") specified herein. McKinstry shall furnish all services necessary to perform the Work and perform the Work to completion diligently, expeditiously and with adequate forces. Customer shall use its best efforts to provide all information, materials, documents, and assistance that is reasonably required for McKinstry to perform any and all aspects of the Work.

CHARGES AND TERMS. Maintenance contract charges will be invoiced in advance, except for any time and material accounts and any extra work which will be invoiced.

PAYMENTS. Customer shall pay McKinstry the compensation specified herein ("Price") for the value of Work that McKinstry has completed, as the Work is completed. Customer shall pay McKinstry within thirty (30) days of receiving an invoice. McKinstry will be entitled to interest at the maximum rate allowed by law on all sums overdue and unpaid from the date due. If payment is not made for invoiced work or for any other breach of this Agreement, McKinstry may pursue any legal remedies it may have and may suspend or terminate the service agreement.

TERM. Unless otherwise agreed to, after the initial term, this agreement shall remain in effect from year to year or until canceled by either party on 30 days written notice. Maintenance agreements will be renewed each year at an increase based on the annual Consumer Price Index (CPI) or Union Labor Contract increases, whichever is greater, not to exceed 4% annually. CPI Index will be calculated by using the annual rate for the prior calendar year rounded to the nearest whole number, Union Labor increases will be based on percentage of total salary package increase rounded to the nearest whole number. McKinstry reserves the right to adjust the price on a yearly basis due to changes in the labor or material rates.

DISPUTES. In case of dispute between the Parties, the Parties will attempt to negotiate a resolution. If a dispute remains unresolved more than thirty (30) calendar days after the commencement of negotiation, then the Parties shall pursue mediation. If any dispute remains unresolved more than sixty (60) calendar days after the commencement of mediation, then either Party may commence binding arbitration. No litigation will be commenced by either Party unless all of the foregoing steps have been pursued to completion.

CHOICE OF LAW, VENUE. The validity, interpretation, and performance of this agreement shall be governed by the laws of the state in which the Work is performed. The venue for resolving any dispute shall be the county in which the Work is performed.

FORCE MAJEURE. Neither McKinstry nor Customer shall be considered in breach of this agreement to the extent that the Party's performance is prevented by an event or events that are beyond the control of such party, including but not limited to acts of God, fire, earthquake, flood, storm, war, rebellion, revolution, insurrection, riot, strike, nuclear contamination, and/or acts or threats of terrorism.

NO WAIVER. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver.

INTELLECTUAL PROPERTY. Intellectual property provided by McKinstry to Customer as part of the Work are instruments of service owned by McKinstry and are not "work made for hire" as such term is defined under U.S.

INDEMNIFICATION. Each party shall indemnify and hold harmless the other party from and against all third party claims, damages, losses and expenses for bodily injury, sickness, disease, or death or destruction of tangible property but only to the extent directly caused by the negligent acts or omissions of the indemnitor.

DAMAGES LIMITATION. Neither party shall be liable for any consequential, indirect, special, incidental, exemplary, or similar, damages or losses, including loss of profits, whether based in contract or tort or any other theory, even if a party has been advised of the possibility of such damages. Furthermore, the total aggregate liability of either party, under any theory, is limited to the amount of fees paid or payable by the Customer to McKinstry for the Services giving rise to the cause of action within the calendar year.

SEVERABILITY, SURVIVAL. If any portion of this agreement shall be held invalid in whole or in part under any law, rule, regulation, or order, then such portion shall remain in effect only to the extent permitted, and the remaining portions of the agreement shall remain in full force and effect. Any invalid portions shall be substituted with an interpretation that most accurately reflects the Parties' intentions.

RESTRICTIONS ON HIRING. If Customer hires or retains as an independent contractor any present or former employee of McKinstry. within 180 days subsequent to termination of this Agreement, Customer agrees to pay McKinstry the sum equal to 6 months service charge, as a reasonable reimbursement to McKinstry for its expenses in training and familiarizing the present or former employee with Customer's system.

AMENDMENT. This agreement may not be amended except pursuant to a written amendment signed by an authorized signer of each Party.

COMPLETE AGREEMENT. This agreement, including the exhibits attached hereto, is a fully integrated agreement. Any legal terms and conditions appearing elsewhere in this agreement shall be ignored to the extent they contradict or are inconsistent with the terms and conditions contained in the foregoing list. All previous agreements between McKinstry

Service Warranty

OUR WARRANTY TO THE CUSTOMER:

McKinstry warrants to use the industry standard knowledge, efforts, skill and judgement generally applicable within the area to inspect and service the equipment listed in the Scope of Coverage in accordance with the schedule and task list of the Service Agreement. This warranty will be in effect for a period of thirty (30) days from the completion of any service. McKinstry will carry out these obligations with reasonable promptness in a workmanlike manner and strives to assure reliable equipment operation consistent with the capabilities of the equipment itself. Any warranty of goods or materials, including consumable products, shall only be that of the manufacturer, if any. Except as expressly set forth above, McKinstry is providing the services and deliverables "as is" and "with all faults" and without any warranties or representations. McKinstry hereby disclaims all implied warranties, including any warranty of fitness for a particular purpose, any warranty of merchantability and any warranty of non-infringement.

ISSUES NOT COVERED BY THIS WARRANTY:

This warranty shall not apply to equipment which (a) have been opened, disassembled, repaired, or altered by anyone other than McKinstry or its authorized representatives; or (b) have been subjected to misuse, negligence, accidents, damage, or abnormal use or service; or (c) have been operated, installed, or started up in a manner contrary to the manufacturer's instructions, or (d) have been exposed to contaminants, or corrosive agents, chemicals, or minerals, or (e) have not been fully paid for by Owner. This warranty shall not apply to consumable and/or expendable items, including filters, refrigerants, fluids, and/or lubricants.

LIMITS OF LIABILITY

In no case shall McKinstry, its directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any indirect, incidental, punitive, special, or consequential damages arising from the use of McKinstry's Service or for any other claim related in any way to the use of McKinstry's Service, if advised of their possibility. Customer's sole and exclusive remedy and McKinstry's entire liability for any cause of action will be for McKinstry to promptly re-perform any services at McKinstry's expense or refund to Customer the fees incurred by McKinstry for that Statement of Work that gave rise to the liability. McKinstry makes no other warranties expressed or implied and its technicians are NOT authorized to make such warranties.

HOW TO OBTAIN SERVICE UNDER THIS WARRANTY:

To obtain services under this warranty, the Customer must file a claim with their assigned McKinstry Account Executive within 30 days of discovery of the defect.



Service Contacts

McKinstry is staffed to respond to your service requests 24-hours a day, 365 days per year. Our goal is to meet and exceed your expectations in everything we do.

To assure the quickest and best response from our Service Team, please direct all service requests and service technician scheduling issues to our Dispatch Team or Account Manager.

Listed below are your service contacts. These contacts are available during standard business hours of 7:00 AM to 4:30 PM. **For after hours emergency service, please contact McKinstry Dispatch at (206) 762 5900.**

DISPATCH TEAM

HVAC and Plumbing	Dispatch	(206) 762-5900	dispatch1@mckinstry.com
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BILLING TEAM

Service Billing	Billing Desk	(206) 832-8328	billing@mckinstry.com
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ACCOUNT MANAGEMENT

Your Account Manager is responsible for maintaining personal contact with you and assuring that McKinstry Service meets and exceeds your expectations. They will serve as your liaison with all other departments within McKinstry and are responsible for aligning you with any McKinstry resources you need to help you take care of your facility. Your account manager will be assigned to you after a contract is in place.

OUR MESSAGE

McKinstry has been a Pacific Northwest leader in comprehensive building systems maintenance and repair services since 1975. We recognize that for many of our clients, one of the key challenges is finding a trusted maintenance services partner to help them preserve and operate their building's systems. We understand the importance of scheduled preventative maintenance on systems to increase the life of the equipment and ensure efficient operation.

Our service and facilities group strives to compete every day to fully maintain and enhance your built environment. McKinstry's mobile service technicians can provide a wide variety of preventive, predictive, proactive, and corrective maintenance services on systems including mechanical, plumbing, electrical, building automation, fire protection, and refrigeration. Their diverse experience proves invaluable to the lifespan of your equipment and in the resolution of issues your building may experience. We continue to be constantly innovative and push the boundaries of excellence and we will work tirelessly to help your site be energy efficient, productive, and comfortable.

DEPARTMENT MANAGERS

Mike Porter
Vice President Facility Solutions

Jennifer Koch
Operations Director

Obtaining Service

McKinstry Service has a large fleet of vehicles with licensed, union trained technicians available to respond to your needs. Each on-call technician is permanently assigned with the needed technology and smart-phone to enable quick response to emergency situations.

SEATTLE EMERGENCY RESPONSE

REGULAR SERVICE CALLS : 206.762.3311 or 206.762.5900 the switchboard will direct your call (Normal working hours are Monday - Friday, 7:00 AM - 4:30 PM).

EMERGENCY SERVICE AFTER-HOURS : 206.762.3311 or 206.762.5900 (You will be connected to our after-hours operator.)

The appropriate technician will be notified and your call will be returned within 15 minutes.

For non-emergency or next business day service messages (after-hours), call 206.762.3311 or 206.762.5900 and you will be transferred to our after-hours operator. Your call will be returned the next normal business morning.





RIGOROUSLY TRAINED; HIGHLY QUALIFIED

It's your guarantee that you're getting the best-trained heating, cooling, plumbing & fitting service technicians available in the industry. The United Association S.T.A.R. Certification means these technicians have completed a stringent 5 year training program and have passed the UA S.T.A.R. Certification exam, giving them service journeyman status and over 30 hours of college credit toward an Associates Degree in HVACR or Construction Supervision. The UA S.T.A.R. Program was developed jointly by the UA and Ferris State University, one of the most highly acclaimed providers of education programs in the mechanical industry. Technicians are tested by an independent testing corporation NITC.

Tested for expertise in:

Mechanical Systems	Steam System	Safety
Electrical Systems	Plumbing	Mathematics
Controls	Ventilation	Customer Service
Air Conditioning	Piping	Refrigeration
Heating	Lifting Equipment	

These technicians work more efficiency, work safer and work smarter. Your job gets completed on time and you save money because the work is done efficiently. And you have the peace of mind of knowing it's done right!



VALUE

McKinstry will actively work toward reducing your operational costs by focusing on your system holistically as opposed to just considering individual pieces of equipment. We will keep you involved in the process and always use resources, methods and materials that provide the best long term value to your needs.

SATISFACTION

McKinstry will resolve issues to your satisfaction. We will strive to continually improve our level of service by actively measuring customer satisfaction and acting on the recommendations from our customers.

COMMUNICATION

McKinstry will patiently listen to our clients and then provide timely, respectful and comprehensive communication to them. We will notify our customers prior to arriving on site, checking in with the appropriate site contact, documenting our findings in writing, providing solutions on site whenever possible and checking out with the appropriate site contact. We will keep our clients involved in the process. We will do what we say and say what we do.

SAFETY

McKinstry will provide a culture of safety first and perform all work in a professional manner that puts the safety of our team and our client's team first and foremost. We will always leave your facility cleaner and safer than we found it.

PEOPLE

McKinstry will hire, train and retain the most qualified, committed and professional office staff and field technicians in the facility service industry. We will empower our people to take ownership, responsibility and accountability by providing them with them with the appropriate resources, training and coaching.

INTEGRITY

McKinstry will be honest, ethical, fair and equitable in all business dealings with our clients, suppliers and employees.



City Of Edgewood Council Agenda Summary Sheet

Subject: Resolution – Tree Maintenance PSA – Bob’s Property Maintenance, Inc.	Agenda Item #: 2.F
	For Agenda of: 2/21/2023
	Prepared by: Jeremy Metzler
Attachments (list): 1. IAAC Tree Maintenance PSA - Final 2022 2. FINAL ITB - 2023 On-Call Tree Maintenance Services 3. DRAFT Resolution No. 23-XXXX - Bobs Property Solutions on call contract 4. Purchased Services Contract - Tree Maintenance - Bob's	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director Daryl Eidingen	Expenditure Required: up to \$200,000 over 3 years Amount Budgeted: \$175,000 (2023) Timeline: 02/21/2023 SS 02/28/2023 RCM

Summary Statement:

The City does not have the necessary staff to perform all of the vegetation maintenance services required throughout the City, particularly tree management and removal. Staff developed the attached policy regarding Tree Removal Agreements dated October 21, 2022. This was in an effort to address this deficiency by utilizing contractors, while at the same time minimizing any barriers to contractor participation. In accordance with this policy, the City sought bids to procure such on-call services through a purchased services contract. The Invitation to Bid (attached) was distributed by email solicitation on January 5, 2023, utilizing a list of available service providers maintained by the Municipal Research and Services Center of Washington (MRSC).

The City received responses from two bidders by the February 3, 2023 deadline. Upon review, staff recommends executing contracts with both responsive bidders for on-call vegetation maintenance services over the next three years. Attached for Council's consideration is the draft resolution and contract for Bob's Property Solutions, Inc.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Resolution – Tree Maintenance PSA – Bob’s Property Maintenance, Inc.

Fiscal Note/Consideration:

As proposed, the attached contract would allow for up to \$75,000 per year in tree maintenance expenditures, with a cap of \$200,000 over the three-year contract term. The 2023 budget appropriated \$175,000 for vegetation management using street and surface water utility funds. This budgeted amount also includes the annual maintenance contract for the Meridian Corridor landscaping.



**CITY OF EDGEWOOD
INTERNAL ACCOUNTING & ADMINISTRATIVE CONTROLS (IAAC)**

TITLE: Tree Removal Agreements (Purchased Services)	IAAC NO. xxxxx
REVISED OR SUPERSEDED N/A	EFFECTIVE DATE: 10/21/2022

PURPOSE: To clarify the process of entering into and administering a tree removal purchased services agreement.

PURCHASED SERVICES CONTRACTS: MRSC identifies purchased services (as distinguished from public works contracts) as follows:

Purchased services are those provided by vendors for routine, necessary, and continuing functions of a local agency, mostly relating to physical activities. These services are usually repetitive, routine, or mechanical in nature, support the agency's day-to-day operations, involve the completion of specific tasks or projects and involve minimal decision-making. Examples include, but are not limited to:

- Delivery/courier service;
- Herbicide application;
- Recycling/disposal/litter pickup service;
- Vehicle inspection, lubricating, and repair services.

Purchased services contracts may require payment of prevailing wages.

The Washington State Department of Labor and Industries considers some services, such as HVAC maintenance or road striping, to be public works projects. Some other services fall into a gray area between purchased services and public works. Purchased service contracts generally require much less paperwork than public works contracts, but if a particular contract is in the grey area, consider it a public works contract.

Note: if tree removal is part of a public works project (RCW 39.04.010(4)), it must be included in the public works project as a bid component, and therefore said work must not be performed as a purchased service.

SCOPE: The intent of this IAAC is to ensure tree removal agreements are administered consistently by the city, in a transparent "best practice" process. Except as noted above

with respect to tree removal in conjunction with a public works project, the City considers tree removal to be a purchased service.

It is legal and customary for the City to enter “on-call” purchased service agreements to perform maintenance regardless of scheduling timelines (emergency or annually scheduled). Some types of maintenance may require specialized expertise or equipment that the City does not have in house.

Combining emergency “call-out” needs with scheduled maintenance may enhance the opportunity for the City to attract qualified vendors by allowing the vendor to include the City in their overall workload model. Proximity to the City for call-out hazardous tree removal also has obvious benefits that should be considered, such as timelier service and reduced costs. As in all cases, this type of agreement is a candidate for women- or minority-preference as a component of the evaluation of proposals process, as permitted by law.

PROCEDURE: The City will use the standard best practice of attempting to receive at least three (3) bids to ensure competitive pricing for like-kind services. For agreements with a three-year aggregate not-to-exceed threshold of two hundred thousand dollars or less (\$200,000), bids may be done using the small works roster of record, or by direct email solicitation. Those projects exceeding this amount will utilize the full public works formal bid process.

Agreements will be for a “not to exceed” maximum for a three-year period, based upon the average annual activity adjusted for known increases or decreases identified by the Public Works Director. Annual expenditure amounts will be regulated by the budget appropriation and may not be exceeded without a budget amendment. Variances in pricing may be evaluated based upon response time for emergency call-out.

It is not uncommon for a specialized service to have little competition available for a reasonable response time. In such cases, the City should endeavor to secure pricing comparisons from service providers not likely to be considered as a contract candidate – for example, service providers in other areas of the state.

To ensure like-kind pricing, the Public Works Department will provide notice of the scope of work adequately describing the City’s requirements, attached to the bid solicitation.

Those requirements will include:

Type of work to be performed, including:

- Ordinary scheduled maintenance and emergency call-out responses.
 - Prevailing Wage Requirements.
- Task Order Process:
 - Scope of task work detail with not to exceed cost.
 - Scope of work approval and routing process.
 - Task payment approval and payment process.

Purchased services evaluation shall include:

- Cost or Price

- Quality of previous performance
- Ability to meet deadlines for contract performance
- Responsiveness to solicitation requirements
- Demonstrated compliance with employment security and sales tax requirements (all as applicable)
- Ability, experience, and reputation
- References
- Staff readily available for the project
- Financial capacity
- Meets applicable licensing requirements
- Safety record
- Ability to meet necessary response times for unscheduled work and emergencies

Reference Materials:

RCW 39.04.010(4)

RCW Ch. 39.80

MRSC Contracting for Services (Guidelines for local governments in Washington State)

City of Edgewood
PURCHASED SERVICES CONTRACT
INVITATION TO BID

**2023 ON-CALL CITYWIDE VEGETATION MAINTENANCE
SERVICES**

I. CALL FOR BID

The City of Edgewood seeks a Contractor to furnish all labor, materials, and equipment necessary to meet the business and operational needs of the City for the category of work referenced above, including but not limited to: General maintenance, trimming, and removal of trees and other vegetation throughout the City. All work must comply with standards approved by the American National Standards Institute, Washington Industrial Safety and Health Act (WISHA) State Laws, and Federal Occupational Safety and Health Act (OSHA) laws.

Notice is hereby given that bids will be received by the City of Edgewood by electronic mail. **Bids are due no later than Friday, February 3, 2023 at 11:00 am EXACTLY Pacific Local Time**, according to the clock in the City Hall Council Chambers.

Estimated Contract Terms and Value: This will be a purchased services contract in accordance with the City's adopted policies, subject to Washington State Prevailing Wage laws. Work is anticipated on a recurring basis, under which the contractor agrees to a fixed period of indefinite quantity, indefinite frequency delivery of work, at a defined unit price for each category of work. Contracts will be awarded pursuant to the evaluation criteria listed in City of Edgewood IAAC regarding Tree Removal Agreements (dated Oct. 21, 2022). The City will issue or release work assignments, work orders, or task authorizations through individual Task Orders, with a clearly defined scope of work and budget based on the hourly rates or unit prices provided by the contractor. The term of this contract shall be three (3) years. Maximum contract value shall not exceed \$200,000, including applicable Washington State sales tax. The estimated annual contract value is up to \$75,000. The contract will terminate after the term or when \$200,000 is met; whichever occurs first.

The City of Edgewood hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4.

II. INSTRUCTIONS TO BIDDERS

- A. **One (1) electronic copy** of the bid must be received by the deadline established above. It is the responsibility of the firm to ensure the bid arrives on time and to the correct email address. Any bid received after the scheduled deadline shall be discarded.
- B. All bids shall be delivered to Jeremy Metzler, Public Works Director, at jeremy@cityofedgewood.org.

- C. All Bids shall be submitted on the Bid Proposal Form enclosed herein. Substitutions will not be accepted during the bid process.
- D. Bids shall be signed by one of the legally authorized officers of said corporation. If awarded the contract, the Contract shall also be so executed. If a Bid or Contract is signed by an agent, the agent shall provide satisfactory evidence of authority to sign as legal representative of Bidder, upon City request. An authorized partner of a co-partnership may sign the contract, subject to the approval of the City Attorney, who may at their discretion, require each and every member of the co-partnership to sign the contract.

III. GENERAL TERMS AND CONDITIONS

- A. The City expressly reserves the right to reject any or all bids and to waive minor irregularities or informalities, and to further make award of the project to the lowest responsive, responsible bidder(s) as it best serves the interest of the City.
- B. The selected Contractor(s) will be expected to work with the City as a partner, working with City staff as directed to support needs as they arise. Work under this contract will be performed on a task order basis, each with a specific scope, budget, and schedule for the required services. The Contractor will be expected to respond to short notice requests and should be capable of performing urgent task order assignments while working on other simultaneous task orders.
- C. The contract resulting from acceptance of a bid by the City shall be in a form supplied or approved by the City, and shall reflect the specifications in this invitation. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this invitation, and which is not approved by the City Attorney.
- D. No oral interpretations will be made to any Bidder as to the meaning of the bid or contract documents, and any oral communication is not binding on the City of Edgewood. Requests for interpretation or questions in regard to this invitation must be directed via email to Jeremy Metzler, Public Works Director at jeremy@cityofedgewood.org. **Bidders shall submit questions no later than Tuesday, January 31, 2023, 5:00 PM Pacific local time.**
- E. Any interpretation deemed necessary by the City will be in the form of an addendum to the bid documents. Addendums will be posted on the City's website, and all addenda shall become part of the bid specifications. No alteration or modification of the terms and conditions of these Contract Documents will be binding unless included in a written addendum issued and approved by the City. Bidders are responsible for checking the City's website for the issuance of addenda prior to submitting a bid. Bids shall reflect performance according to the Addenda.
- F. By bid signature, the Bidder certifies that the Bid is non-collusive, and not made in the interest of any person not named, and that the Bidder has not induced or solicited others to submit a sham offer or to refrain from proposing.
- G. Washington State law prohibits City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with said law, the Bidder shall not give a gift of any kind to City employees or officials at any time, even after award of contract.

- H. The City shall not be responsible for any costs incurred by any firm in preparing, submitting, or presenting its bid.
- I. No City-issued permits will be required for work performed under this bid. It is the responsibility of the Contractor to obtain any other agency permits required to perform the work, if and when necessary.

IV. PREVAILING WAGE

Contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW. Prevailing wages for all work performed pursuant to each task or work order must be the prevailing wage rates in effect at the beginning date for each contract year. Contracts must have prevailing wage rates updated annually. Intents and Affidavits for prevailing wages paid must be submitted regularly for all work completed under the contract.

No worker, laborer, or mechanic employed in the performance of any part of this contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician. The State of Washington prevailing wage rates for Pierce County apply to work performed under this contract. The applicable prevailing wage rates may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

Prior to making any payments under this contract, the City must receive a certified copy of the “Statement of Intent to pay Prevailing Wages on Public Works Contracts” from the Prime Contractor, all sub-Contractors, and lower tier Contractors, along with the Department of Labor and Industries. The cost of filing Prevailing Wage forms with the State Department of Labor and Industries shall be at no additional cost to the City.

It is the Contractor’s responsibility to obtain and file the statement. The Contractor shall be responsible for all filing fees.

V. SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

The responsibility criteria listed below will apply to this invitation as minimum qualifications to submit a bid. In a timely manner, Bidders may request, in writing, that the City modify or not modify any or all of the supplemental criteria in its discretion. The City reserves the right to modify any or all of the supplemental criteria. The City shall issue an Addendum, prior to the Bid Due Date, should it modify the supplemental criteria. The City shall not modify the supplemental criteria after the Bid Due Date, therefore, Bidders are encouraged to discuss with the project manager immediately and before the Bid Due Date the relevancy of the supplemental bidder criteria.

The City reserves the right, but is not obligated, to clarify if compliance to the minimum qualifications is not clear in Bidder’s response. Those not responsive shall be rejected by the City without further consideration. The bidder determined to be not responsible, based on these supplemental criteria, may appeal the City's determination by providing additional information to the City within 2 business days following receipt of the City's written determination that the bidder was determined not responsible.

1. The firm must have been in business performing similar work for at least two years at the time of the bid submittal.

VI. BID AWARD

Award shall be to the lowest responsive responsible bidder(s). Bid documents shall include original Bidder Qualification Certificate, original Title VI Affidavit, original Invitation to Bid Form, and Certificate of Insurance. Failure to return these documents within the prescribed time period may deem Contractor's Bid as Non-Responsive.

Before award, the Bidder must meet the following Bidder responsibility criteria to be considered a responsible Bidder. The Bidder may be required to submit documentation demonstrating compliance with the criteria. The Bidder must:

- A. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal.
- B. Have a current Washington Unified Business Identifier (UBI) number.
- C. If applicable:
 - 1. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington, as required in Title 51 RCW.
 - 2. Have a Washington Employment Security Department number, as required in Title 50 RCW.
 - 3. Have a Department of Revenue state excise tax registration number, as required in Title 82 RCW.
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- E. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries (L&I) or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

VII. BID PRICE

The Bid shall include everything necessary for the prosecution and completion of the Contract including, but not limited to: overhead, mobilization, traffic control, furnishing all material, labor, equipment, and other facilities, restoration, disposal, and all management, superintendent's labor and service, except as may be provided otherwise in the Contract documents. In the event of a discrepancy between the unit price and the total price, the unit price will govern. The City of Edgewood tax rate shall prevail over any calculated tax provided on the Invitation to Bid Form. If tax is calculated improperly, City shall utilize the Edgewood tax rate and calculate accordingly.

Prices set forth in the Bid will be reviewed by the City for mathematical accuracy. The City reserves the right to correct mathematical errors or complete mathematical calculations that are obvious on the face of the Bid. In the event of a discrepancy between a unit price and the extended amount for a Bid item, the unit price will control. The prices, corrected for mathematical errors, shall be used as the amount of the Bid items for evaluation and award purposes.

VIII. TAXES

Taxes are to be paid by the City as indicated on the Bid Proposal Sheet. Where no line item is provided for Washington State Sales Tax, Rule 171 (WAC 458-20-171) applies.

IX. WAC RULE 458-20-171

According to WAC 458-20-171 (Rule 171), the City of Edgewood assumes that construction, repair and maintenance of roads, walkways, and bike paths located in public right-of-way and/or a city-owned park are considered public road construction and, therefore, not subject to retail sales tax. This includes all related maintenance services, lighting, signage, fencing, irrigation, handrails, and landscaping.

X. FORCE ACCOUNT

A force account is a line item in a bid, and in the estimate, that has a fixed dollar amount. The terms of the contract, or of a change order, may call for work or material to be paid for by force account. If so, then the objective is to reimburse the Contractor for all costs associated with the work, including cost of labor, small tools, supplies, equipment, specialized services, materials, applicable taxes, and overhead and to include a profit commensurate with these costs. The items included within this line item can only be used when the work has been pre-authorized by the City. The force account is only an estimate and is not a guarantee that the City will actually execute or utilize any or all of the force account dollars. The most popular items to use for a force account, from the WSDOT Standard Specifications, are “property restoration,” “roadside cleanup,” and “potholing.”

XI. TIME SCHEDULE

The City will attempt to follow this timetable:

Issue Invitation to Bid	January 6, 2023
Deadline for Submittal of Bid	February 3, 2023
Contract Review and Finalization	by February 15, 2023
Council Authorization to Execute Agreement with Contractor	February 28, 2023

XII. INDEMNIFICATION / HOLD HARMLESS

If awarded a contract pursuant to this Invitation to Bid, the Contractor shall defend, indemnify, and hold the City of Edgewood, 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 the Agreement, except for injuries and 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 specifically and expressly understood that the indemnification provided herein constitutes the 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 Agreement.

XIII. OTHER INFORMATION

General Background

The City of Edgewood is 8.9 square miles and home to over 13,000 residents. The City is entirely within Pierce County and is geographically located in the “North Hill” area surrounded by the cities of Milton, Fife, Puyallup and Sumner. The City’s northern boundary is adjacent to King County. Incorporated as a code city, the City of Edgewood formed on February 28, 1996 and has operated under the strong Mayor form of government since August 2015. The City of Edgewood is a contract city with a small staff; therefore, it is necessary to have contractors available to assist with projects on an as needed basis to perform specialized services that cannot be performed by on-staff personnel.

Additional Task Orders

As a contract City, Edgewood typically issues a variety of task-based work in several fields of expertise to on-call consultants and contractors. The City expects to develop long-term relationships with efficient service providers that can effectively respond to continuing work on a priority and on-call/as needed basis, provide exemplary service and perform to the satisfaction of the City.

Questions / Contact

For additional information or explanation of the contents or intent of this invitation, please contact the City of Edgewood with your questions via email to Jeremy Metzler, P.E., Public Works Director, at jeremy@cityofedgewood.org, or by telephone at (253) 831-4266.

BIDDER'S CHECKLIST

The first three (3) forms listed below, provided herein, must be executed by **ALL BIDDERS** and submitted at the due date and time. Not submitting these forms at time of due date and time may deem your Bid as non-responsive

☐ **BIDDER'S QUALIFICATION CERTIFICATE**

To be completed, signed and submitted. The City reserves the right to check all statements and to judge the adequacy of the bidder's qualifications.

☐ **BIDDER'S AFFIDAVIT OF TITLE VI COMPLIANCE**

To be completed, signed and submitted.

☐ **INVITATION TO BID FORM & CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES**

To be completed, signed and submitted. When applicable, the unit prices must be shown in the spaces provided. Bidders must bid on all items contained in the Invitation to Bid Form. The omission or deletion of any bid item will be considered non-responsive and shall be cause for rejection of the bid.

The following forms, provided herein, to be completed by each SUCCESSFUL bidder after award.

☐ **CERTIFICATE OF INSURANCE**

Successful bidder shall be required to obtain and submit a certificate of insurance with coverage as required in this Invitation to Bid.

☐ **CITY OF EDGEWOOD BUSINESS LICENSE**

Successful bidder shall be required to obtain a City of Edgewood business license.

☐ **PURCHASED SERVICES CONTRACT- Sample Attached**

To be signed by the successful bidder.

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship ☐

Partnership ☐

Joint Venture ☐

Corporation ☐

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

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

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

Address:

Telephone:

Email:

Washington State Contractor License #:

Required prior to bid pursuant to RCW 18.27

City of Edgewood License #:

INVITATION TO BID FORM

ALL BIDDERS MUST COMPLETE AND SUBMIT THIS FORM

COMPANY NAME: _____

ADDENDA ACKNOWLEDGED: _____

Pursuant to and in compliance with your Invitation to Bid Form, and all other documents relating thereto, the undersigned hereby certifies that Contractor has read and thoroughly understands the terms of the contract. Contractor proposes and agrees to perform the contract, including all of its component parts, and to provide and furnish any and all labor, prevailing wages, materials, equipment, superintendence, insurance, performance bond, payment bond, safety requirements, overhead, permits, fees, Intent and Affidavit filings, administration, management, profit, mobilization, utility and transportation and other accessories and services necessary to perform and complete all of the work required by and in strict accordance with the contract documents and the implied intent thereof.

- The Invitation to Bid Form must be signed.
- Use ink and print legibly.
- Unit prices are mandatory and shall control.
- Initial and date any changes, erasures or cross-outs.

Schedule of Unit Prices:

<u>FULLY-BURDENED HOURLY RATES</u>			
Worker Classification	Foreman	Tree Trimmer Journeyman	Groundman/ Apprentice
Regular Hours Rate (M-F 7:00am- 5:00pm)	\$	\$	\$
Emergency Call Out	\$	\$	\$

Subcontractor Markup _____ %

Other equipment, if needed, shall be billed per the current rate sheet for that piece of equipment. Please submit your equipment rate sheet with this form.

BIDDER'S QUALIFICATION CERTIFICATE

The undersigned hereby certifies and submits the following qualifications:

Company and Address _____

BIDDER RESPONSIBILITY CRITERIA

1. The firm must have been in business performing similar work for at least two years at the time of the bid submittal.
YES ☐ NO ☐
2. State of Washington UBI Registration #: _____ Expires: _____
3. Number of years in contracting business under present name: _____
4. City of Edgewood Business License #: _____
Required prior to start of contract.
5. Company Federal ID #: _____
6. State of Washington Contractor’s License #: _____
Required prior to bid pursuant to RCW 18.27.
7. Particular types of work performed by your company:

8. List several recent projects performed with similar work:

Amount	Type	Owner	Name	Phone

9. Choose one of the following:

- ☐ Bidder has industrial insurance coverage for employees working in Washington as required in Title 51 RCW: or
- ☐ Bidder is not required to have industrial insurance coverage for employees working in Washington as required in Title 51 RCW.

10. Choose one of the following:

- ☐ Bidder's Washington Employment Security Department registration number is: _____
- ☐ Bidder is not required to register with the Washington Employment Security Department pursuant to Title 50 RCW.

11. Choose one of the following:

- ☐ Bidder's Washington State Department of Revenue registration number is : _____; or
- ☐ Bidder is not required to register with the Washington State Department of Revenue pursuant to Title 82 RCW.

12. Bidder is not disqualified from bidding on any public works contract under RCW 39.06.010 or under RCW 36.12.065.

YES ☐ NO ☐

13. Bidder has not within the three-year period immediately preceding the date of the bid solicitation, have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

YES ☐ NO ☐

I am the _____ (title of Bidder), have authority to bind Bidder, am over the age of 18 and have personal knowledge of the facts set forth above and affirm that such is accurate and true under penalty of perjury.

Dated this ____ day of _____, 202__ at _____ (City), Washington.

By: _____
Authorized Signature

Printed Name

All Bidders Must Complete and Sign In The Space Provided Above And Submit This Form.

Affidavit of Title VI Compliance

TITLE VI - NON-DISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS:

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

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

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

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

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

PART 1 – TITLE VI PROCEDURAL INFORMATION

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

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

1. **COMPLIANCE WITH REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as Regulations), which are herein incorporated by reference and made part of this contract.
2. **NONDISCRIMINATION:** The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations.
3. **SOLICITATION FOR SUBCONTRACTORS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiations made by the contractor for the work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the

contractor's obligations under this contract and the Regulations relative to the nondiscrimination on the ground of race, color, sex, or national origin.

4. **INFORMATION AND REPORTS:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Edgewood or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is an exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the City of Edgewood or the Washington State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

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

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

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

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

By: _____
Authorized Signature

Title:

Date:

END, AFFIDAVIT OF TITLE VI COMPLIANCE

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Corporate Officer Signature (*not Contract Signer*)

Print Name

Title

State of _____

County of _____

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

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

Notary Public (Signature)

Notary Public (Print)
My commission expires _____

RESOLUTION NO. 23-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR ON-CALL VEGETATION MAINTENANCE SERVICES WITH BOB'S PROPERTY SOLUTIONS INC. IN AN AMOUNT NOT TO EXCEED \$200,000.00 OVER A THREE-YEAR PERIOD.

WHEREAS, the City does not have the necessary staff to perform vegetation maintenance services required throughout the City; and

WHEREAS, in accordance with the City's adopted policy regarding Tree Removal Agreements dated October 21, 2022, the City sought bids to procure such on-call services through a purchased services contract; and

WHEREAS, Bob's Property Solutions, Inc. was selected as one of the contractors to provide vegetation maintenance services as the need arises for the City of Edgewood;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement for on-call vegetation maintenance services with Bob's Property Solutions, Inc., attached hereto as Exhibit A and incorporated herein by this reference, in an amount not to exceed \$200,000.00 over a three year period.

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

ADOPTED THIS 28TH DAY OF FEBRUARY, 2023

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A
On-Call Services Contract

DRAFT

CITY OF EDGEWOOD PURCHASED SERVICES AGREEMENT

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

CITY OF EDGEWOOD, WASHINGTON (hereinafter the “CITY”)
2224 - 104th Avenue E.
Edgewood, Washington 98372
Contact: Mayor Daryl Eidinger Phone: 253-952-3299

and Bob’s Property Solutions, Inc., a corporation organized under the laws of the State of Washington, doing business at:

Bob’s Property Solutions, Inc. (hereinafter the “CONTRACTOR”)
11012 Canyon Road East
Puyallup, WA, 98373
Contact: Bob Smith Phone: 253-651-7494

for personal services in connection with the following Project:

2023 ON-CALL CITYWIDE VEGETATION MAINTENANCE SERVICES

TERMS AND CONDITIONS

1. Services by Contractor.

A. Contractor shall furnish all labor, materials, and equipment necessary to meet the business and operational needs of the City for the project referenced above, including but not limited to: General maintenance, trimming, and removal of trees and other vegetation throughout the City. All work must comply with standards approved by the American National Standards Institute, Washington Industrial Safety and Health Act (WISHA) State Laws, and Federal Occupational Safety and Health Act (OSHA) laws. The Scope of Work for each task shall be provided within individual task orders. The services performed by the Contractor shall not exceed the Scope of Work within the relevant task order(s) without prior written authorization from the City.

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

2. Schedule of Work.

Contractor shall perform the services described in the Scope of Work in accordance with Work or Task Orders issued by the City, and shall complete said work within the time frame provided by each Work or Task Order. If delays beyond Contractor's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

3. Terms. This Agreement shall commence on March 1, 2023, ("Commencement Date") and shall terminate on February 28, 2026 unless extended or terminated in writing as provided herein.

4. Compensation.

- ☐ LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____, which includes all applicable tax.
- ☒ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$200,000, including all applicable tax, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A.
- ☐ TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "_____."
- ☐ OTHER. _____

5. Payment.

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

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

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

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

6. Discrimination and Compliance with Laws

A. Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin,

marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

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

C. Contractor shall obtain a City of Edgewood business license prior to receipt of written Notice to Proceed.

D. 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. As this is a multi-year contract, prevailing wage rates must be updated annually. Intentions and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of this Contract.

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 is a multi-year contract and that prevailing wage rates are updated annually.

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

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

8. Suspension and Termination of Agreement

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

B. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Contractor pursuant to this Agreement shall be submitted to City, and Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. 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 Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The 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.

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

E. Notice of Termination or Suspension. If delivered to the Contractor in person, termination shall be effective immediately upon the Contractor's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Contractor in writing upon one week's advance notice to Contractor. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Contractor at the address set forth in Section 15 herein.

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

10. Ownership of Work Product.

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its

request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Contractor pursuant to this Agreement shall be submitted to City.

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

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

12. Indemnification / Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE 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 AGREEMENT.

13. Insurance. 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 this Agreement and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

- A. 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.
- B. Minimum Scope of Insurance

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

Revised 02/2023

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, independent contractors, products-completed operations, stop gap liability, 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 and Employer's Liability Insurance.

C. 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 \$2,000,000 products-completed operations aggregate limit.

D. 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 Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

E. Other Insurance Provisions

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the

Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

F. Acceptability of Insurers

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

G. Verification of Coverage

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 insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.

H. Subcontractors' Insurance

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 Public Entity is an additional insured on each and every 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.

I. 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.

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

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

City of Edgewood
Jeremy Metzler, Public Works Director
2224 - 104th Avenue East
Edgewood, WA 98372

Bob's Property Solutions, Inc.
Attn: Bob Smith, Owner
11012 Canyon Road East
Puyallup, WA 98373

Phone: 253-952-3299
Email: jeremym@cityofedgewood.org

Phone: 253-651-7494
Email: emailbobs@gmail.com

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

16. Resolution of Disputes and Governing Law.

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

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

17. General Provisions.

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

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

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

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the

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

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

CITY OF EDGEWOOD, WASHINGTON

CONTRACTOR

By: _____
Daryl Eidinger
Mayor

By: _____
Bob Smith
Owner

Date: _____

Date: _____

Attest:

By: _____
Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

By:  _____
Ann Marie J. Soto
City Attorney

INVITATION TO BID FORM

ALL BIDDERS MUST COMPLETE AND SUBMIT THIS FORM

COMPANY NAME:

Bobs Property Solutions

ADDENDA ACKNOWLEDGED: _____

Pursuant to and in compliance with your Invitation to Bid Form, and all other documents relating thereto, the undersigned hereby certifies that Contractor has read and thoroughly understands the terms of the contract. Contractor proposes and agrees to perform the contract, including all of its component parts, and to provide and furnish any and all labor, prevailing wages, materials, equipment, superintendence, insurance, performance bond, payment bond, safety requirements, overhead, permits, fees, Intent and Affidavit filings, administration, management, profit, mobilization, utility and transportation and other accessories and services necessary to perform and complete all of the work required by and in strict accordance with the contract documents and the implied intent thereof.

- The Invitation to Bid Form must be signed.
- Use ink and print legibly.
- Unit prices are mandatory and shall control.
- Initial and date any changes, erasures or cross-outs.

Schedule of Unit Prices:

<u>FULLY-BURDENED HOURLY RATES</u>			
Worker Classification	Foreman	Tree Trimmer Journeyman	Groundman/ Apprentice
Regular Hours Rate (M-F 7:00am- 5:00pm)	\$ <u>400⁰⁰</u>	\$ <u>400⁰⁰</u>	\$ <u>100⁰⁰</u>
Emergency Call Out	\$ <u>500⁰⁰</u>	\$ <u>500⁰⁰</u>	\$ <u>100⁰⁰</u>

Subcontractor Markup

25.00 %

Other equipment, if needed, shall be billed per the current rate sheet for that piece of equipment. Please submit your equipment rate sheet with this form.

NOTE: Foreman Hour Rate includes chipper-chip
Truck - Excavator.
Stump Grinders Additional \$200 per hour
Excludes: Traffic control and crane service
Sub Contractors



City Of Edgewood Council Agenda Summary Sheet

Subject: Resolution – Tree Maintenance PSA – Hanson Tree Service, LLC	Agenda Item #: 2.G
	For Agenda of: 2/21/2023
	Prepared by: Jeremy Metzler
Attachments (list): 1. IAAC Tree Maintenance PSA - Final 2022 2. FINAL ITB - 2023 On-Call Tree Maintenance Services 3. DRAFT Resolution No. 23-XXXX - Hanson Tree Service on call contract 4. Purchased Services Contract - Tree Maintenance - Hanson	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director Daryl Eidinge	Expenditure Required: up to \$200,000 over 3 years Amount Budgeted: \$175,000 (2023) Timeline: 02/21/2023 SS 02/28/2023 RCM

Summary Statement:

The City does not have the necessary staff to perform all of the vegetation maintenance services required throughout the City, particularly tree management and removal. Staff developed the attached policy regarding Tree Removal Agreements dated October 21, 2022. This was in an effort to address this deficiency by utilizing contractors, while at the same time minimizing any barriers to contractor participation. In accordance with this policy, the City sought bids to procure such on-call services through a purchased services contract. The Invitation to Bid (attached) was distributed by email solicitation on January 5, 2023, utilizing a list of available service providers maintained by the Municipal Research and Services Center of Washington (MRSC).

The City received responses from two bidders by the February 3, 2023 deadline. Upon review, staff recommends executing contracts with both responsive bidders for on-call vegetation maintenance services over the next three years. Attached for Council's consideration is the draft resolution and contract for Bob's Property Solutions, Inc.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Resolution – Tree Maintenance PSA – Hanson Tree Service, LLC

Fiscal Note/Consideration:

As proposed, the attached contract would allow for up to \$75,000 per year in tree maintenance expenditures, with a cap of \$200,000 over the three-year contract term. The 2023 budget appropriated \$175,000 for vegetation management using street and surface water utility funds. This budgeted amount also includes the annual maintenance contract for the Meridian Corridor landscaping.



**CITY OF EDGEWOOD
INTERNAL ACCOUNTING & ADMINISTRATIVE CONTROLS (IAAC)**

TITLE: Tree Removal Agreements (Purchased Services)	IAAC NO. xxxxx
REVISED OR SUPERSEDED N/A	EFFECTIVE DATE: 10/21/2022

PURPOSE: To clarify the process of entering into and administering a tree removal purchased services agreement.

PURCHASED SERVICES CONTRACTS: MRSC identifies purchased services (as distinguished from public works contracts) as follows:

Purchased services are those provided by vendors for routine, necessary, and continuing functions of a local agency, mostly relating to physical activities. These services are usually repetitive, routine, or mechanical in nature, support the agency's day-to-day operations, involve the completion of specific tasks or projects and involve minimal decision-making. Examples include, but are not limited to:

- Delivery/courier service;
- Herbicide application;
- Recycling/disposal/litter pickup service;
- Vehicle inspection, lubricating, and repair services.

Purchased services contracts may require payment of prevailing wages.

The Washington State Department of Labor and Industries considers some services, such as HVAC maintenance or road striping, to be public works projects. Some other services fall into a gray area between purchased services and public works. Purchased service contracts generally require much less paperwork than public works contracts, but if a particular contract is in the grey area, consider it a public works contract.

Note: if tree removal is part of a public works project (RCW 39.04.010(4)), it must be included in the public works project as a bid component, and therefore said work must not be performed as a purchased service.

SCOPE: The intent of this IAAC is to ensure tree removal agreements are administered consistently by the city, in a transparent "best practice" process. Except as noted above

with respect to tree removal in conjunction with a public works project, the City considers tree removal to be a purchased service.

It is legal and customary for the City to enter “on-call” purchased service agreements to perform maintenance regardless of scheduling timelines (emergency or annually scheduled). Some types of maintenance may require specialized expertise or equipment that the City does not have in house.

Combining emergency “call-out” needs with scheduled maintenance may enhance the opportunity for the City to attract qualified vendors by allowing the vendor to include the City in their overall workload model. Proximity to the City for call-out hazardous tree removal also has obvious benefits that should be considered, such as timelier service and reduced costs. As in all cases, this type of agreement is a candidate for women- or minority-preference as a component of the evaluation of proposals process, as permitted by law.

PROCEDURE: The City will use the standard best practice of attempting to receive at least three (3) bids to ensure competitive pricing for like-kind services. For agreements with a three-year aggregate not-to-exceed threshold of two hundred thousand dollars or less (\$200,000), bids may be done using the small works roster of record, or by direct email solicitation. Those projects exceeding this amount will utilize the full public works formal bid process.

Agreements will be for a “not to exceed” maximum for a three-year period, based upon the average annual activity adjusted for known increases or decreases identified by the Public Works Director. Annual expenditure amounts will be regulated by the budget appropriation and may not be exceeded without a budget amendment. Variances in pricing may be evaluated based upon response time for emergency call-out.

It is not uncommon for a specialized service to have little competition available for a reasonable response time. In such cases, the City should endeavor to secure pricing comparisons from service providers not likely to be considered as a contract candidate – for example, service providers in other areas of the state.

To ensure like-kind pricing, the Public Works Department will provide notice of the scope of work adequately describing the City’s requirements, attached to the bid solicitation.

Those requirements will include:

Type of work to be performed, including:

- Ordinary scheduled maintenance and emergency call-out responses.
 - Prevailing Wage Requirements.
- Task Order Process:
 - Scope of task work detail with not to exceed cost.
 - Scope of work approval and routing process.
 - Task payment approval and payment process.

Purchased services evaluation shall include:

- Cost or Price

- Quality of previous performance
- Ability to meet deadlines for contract performance
- Responsiveness to solicitation requirements
- Demonstrated compliance with employment security and sales tax requirements (all as applicable)
- Ability, experience, and reputation
- References
- Staff readily available for the project
- Financial capacity
- Meets applicable licensing requirements
- Safety record
- Ability to meet necessary response times for unscheduled work and emergencies

Reference Materials:

RCW 39.04.010(4)

RCW Ch. 39.80

MRSC Contracting for Services (Guidelines for local governments in Washington State)

City of Edgewood
PURCHASED SERVICES CONTRACT
INVITATION TO BID

**2023 ON-CALL CITYWIDE VEGETATION MAINTENANCE
SERVICES**

I. CALL FOR BID

The City of Edgewood seeks a Contractor to furnish all labor, materials, and equipment necessary to meet the business and operational needs of the City for the category of work referenced above, including but not limited to: General maintenance, trimming, and removal of trees and other vegetation throughout the City. All work must comply with standards approved by the American National Standards Institute, Washington Industrial Safety and Health Act (WISHA) State Laws, and Federal Occupational Safety and Health Act (OSHA) laws.

Notice is hereby given that bids will be received by the City of Edgewood by electronic mail. **Bids are due no later than Friday, February 3, 2023 at 11:00 am EXACTLY Pacific Local Time**, according to the clock in the City Hall Council Chambers.

Estimated Contract Terms and Value: This will be a purchased services contract in accordance with the City's adopted policies, subject to Washington State Prevailing Wage laws. Work is anticipated on a recurring basis, under which the contractor agrees to a fixed period of indefinite quantity, indefinite frequency delivery of work, at a defined unit price for each category of work. Contracts will be awarded pursuant to the evaluation criteria listed in City of Edgewood IAAC regarding Tree Removal Agreements (dated Oct. 21, 2022). The City will issue or release work assignments, work orders, or task authorizations through individual Task Orders, with a clearly defined scope of work and budget based on the hourly rates or unit prices provided by the contractor. The term of this contract shall be three (3) years. Maximum contract value shall not exceed \$200,000, including applicable Washington State sales tax. The estimated annual contract value is up to \$75,000. The contract will terminate after the term or when \$200,000 is met; whichever occurs first.

The City of Edgewood hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4.

II. INSTRUCTIONS TO BIDDERS

- A. **One (1) electronic copy** of the bid must be received by the deadline established above. It is the responsibility of the firm to ensure the bid arrives on time and to the correct email address. Any bid received after the scheduled deadline shall be discarded.
- B. All bids shall be delivered to Jeremy Metzler, Public Works Director, at jeremy@cityofedgewood.org.

- C. All Bids shall be submitted on the Bid Proposal Form enclosed herein. Substitutions will not be accepted during the bid process.
- D. Bids shall be signed by one of the legally authorized officers of said corporation. If awarded the contract, the Contract shall also be so executed. If a Bid or Contract is signed by an agent, the agent shall provide satisfactory evidence of authority to sign as legal representative of Bidder, upon City request. An authorized partner of a co-partnership may sign the contract, subject to the approval of the City Attorney, who may at their discretion, require each and every member of the co-partnership to sign the contract.

III. GENERAL TERMS AND CONDITIONS

- A. The City expressly reserves the right to reject any or all bids and to waive minor irregularities or informalities, and to further make award of the project to the lowest responsive, responsible bidder(s) as it best serves the interest of the City.
- B. The selected Contractor(s) will be expected to work with the City as a partner, working with City staff as directed to support needs as they arise. Work under this contract will be performed on a task order basis, each with a specific scope, budget, and schedule for the required services. The Contractor will be expected to respond to short notice requests and should be capable of performing urgent task order assignments while working on other simultaneous task orders.
- C. The contract resulting from acceptance of a bid by the City shall be in a form supplied or approved by the City, and shall reflect the specifications in this invitation. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this invitation, and which is not approved by the City Attorney.
- D. No oral interpretations will be made to any Bidder as to the meaning of the bid or contract documents, and any oral communication is not binding on the City of Edgewood. Requests for interpretation or questions in regard to this invitation must be directed via email to Jeremy Metzler, Public Works Director at jeremy@cityofedgewood.org. **Bidders shall submit questions no later than Tuesday, January 31, 2023, 5:00 PM Pacific local time.**
- E. Any interpretation deemed necessary by the City will be in the form of an addendum to the bid documents. Addendums will be posted on the City's website, and all addenda shall become part of the bid specifications. No alteration or modification of the terms and conditions of these Contract Documents will be binding unless included in a written addendum issued and approved by the City. Bidders are responsible for checking the City's website for the issuance of addenda prior to submitting a bid. Bids shall reflect performance according to the Addenda.
- F. By bid signature, the Bidder certifies that the Bid is non-collusive, and not made in the interest of any person not named, and that the Bidder has not induced or solicited others to submit a sham offer or to refrain from proposing.
- G. Washington State law prohibits City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with said law, the Bidder shall not give a gift of any kind to City employees or officials at any time, even after award of contract.

- H. The City shall not be responsible for any costs incurred by any firm in preparing, submitting, or presenting its bid.
- I. No City-issued permits will be required for work performed under this bid. It is the responsibility of the Contractor to obtain any other agency permits required to perform the work, if and when necessary.

IV. PREVAILING WAGE

Contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW. Prevailing wages for all work performed pursuant to each task or work order must be the prevailing wage rates in effect at the beginning date for each contract year. Contracts must have prevailing wage rates updated annually. Intents and Affidavits for prevailing wages paid must be submitted regularly for all work completed under the contract.

No worker, laborer, or mechanic employed in the performance of any part of this contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician. The State of Washington prevailing wage rates for Pierce County apply to work performed under this contract. The applicable prevailing wage rates may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

Prior to making any payments under this contract, the City must receive a certified copy of the "Statement of Intent to pay Prevailing Wages on Public Works Contracts" from the Prime Contractor, all sub-Contractors, and lower tier Contractors, along with the Department of Labor and Industries. The cost of filing Prevailing Wage forms with the State Department of Labor and Industries shall be at no additional cost to the City.

It is the Contractor's responsibility to obtain and file the statement. The Contractor shall be responsible for all filing fees.

V. SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

The responsibility criteria listed below will apply to this invitation as minimum qualifications to submit a bid. In a timely manner, Bidders may request, in writing, that the City modify or not modify any or all of the supplemental criteria in its discretion. The City reserves the right to modify any or all of the supplemental criteria. The City shall issue an Addendum, prior to the Bid Due Date, should it modify the supplemental criteria. The City shall not modify the supplemental criteria after the Bid Due Date, therefore, Bidders are encouraged to discuss with the project manager immediately and before the Bid Due Date the relevancy of the supplemental bidder criteria.

The City reserves the right, but is not obligated, to clarify if compliance to the minimum qualifications is not clear in Bidder's response. Those not responsive shall be rejected by the City without further consideration. The bidder determined to be not responsible, based on these supplemental criteria, may appeal the City's determination by providing additional information to the City within 2 business days following receipt of the City's written determination that the bidder was determined not responsible.

1. The firm must have been in business performing similar work for at least two years at the time of the bid submittal.

VI. BID AWARD

Award shall be to the lowest responsive responsible bidder(s). Bid documents shall include original Bidder Qualification Certificate, original Title VI Affidavit, original Invitation to Bid Form, and Certificate of Insurance. Failure to return these documents within the prescribed time period may deem Contractor's Bid as Non-Responsive.

Before award, the Bidder must meet the following Bidder responsibility criteria to be considered a responsible Bidder. The Bidder may be required to submit documentation demonstrating compliance with the criteria. The Bidder must:

- A. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal.
- B. Have a current Washington Unified Business Identifier (UBI) number.
- C. If applicable:
 - 1. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington, as required in Title 51 RCW.
 - 2. Have a Washington Employment Security Department number, as required in Title 50 RCW.
 - 3. Have a Department of Revenue state excise tax registration number, as required in Title 82 RCW.
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- E. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries (L&I) or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

VII. BID PRICE

The Bid shall include everything necessary for the prosecution and completion of the Contract including, but not limited to: overhead, mobilization, traffic control, furnishing all material, labor, equipment, and other facilities, restoration, disposal, and all management, superintendent's labor and service, except as may be provided otherwise in the Contract documents. In the event of a discrepancy between the unit price and the total price, the unit price will govern. The City of Edgewood tax rate shall prevail over any calculated tax provided on the Invitation to Bid Form. If tax is calculated improperly, City shall utilize the Edgewood tax rate and calculate accordingly.

Prices set forth in the Bid will be reviewed by the City for mathematical accuracy. The City reserves the right to correct mathematical errors or complete mathematical calculations that are obvious on the face of the Bid. In the event of a discrepancy between a unit price and the extended amount for a Bid item, the unit price will control. The prices, corrected for mathematical errors, shall be used as the amount of the Bid items for evaluation and award purposes.

VIII. TAXES

Taxes are to be paid by the City as indicated on the Bid Proposal Sheet. Where no line item is provided for Washington State Sales Tax, Rule 171 (WAC 458-20-171) applies.

IX. WAC RULE 458-20-171

According to WAC 458-20-171 (Rule 171), the City of Edgewood assumes that construction, repair and maintenance of roads, walkways, and bike paths located in public right-of-way and/or a city-owned park are considered public road construction and, therefore, not subject to retail sales tax. This includes all related maintenance services, lighting, signage, fencing, irrigation, handrails, and landscaping.

X. FORCE ACCOUNT

A force account is a line item in a bid, and in the estimate, that has a fixed dollar amount. The terms of the contract, or of a change order, may call for work or material to be paid for by force account. If so, then the objective is to reimburse the Contractor for all costs associated with the work, including cost of labor, small tools, supplies, equipment, specialized services, materials, applicable taxes, and overhead and to include a profit commensurate with these costs. The items included within this line item can only be used when the work has been pre-authorized by the City. The force account is only an estimate and is not a guarantee that the City will actually execute or utilize any or all of the force account dollars. The most popular items to use for a force account, from the WSDOT Standard Specifications, are “property restoration,” “roadside cleanup,” and “potholing.”

XI. TIME SCHEDULE

The City will attempt to follow this timetable:

Issue Invitation to Bid	January 6, 2023
Deadline for Submittal of Bid	February 3, 2023
Contract Review and Finalization	by February 15, 2023
Council Authorization to Execute Agreement with Contractor	February 28, 2023

XII. INDEMNIFICATION / HOLD HARMLESS

If awarded a contract pursuant to this Invitation to Bid, the Contractor shall defend, indemnify, and hold the City of Edgewood, 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 the Agreement, except for injuries and 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 specifically and expressly understood that the indemnification provided herein constitutes the 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 Agreement.

XIII. OTHER INFORMATION

General Background

The City of Edgewood is 8.9 square miles and home to over 13,000 residents. The City is entirely within Pierce County and is geographically located in the “North Hill” area surrounded by the cities of Milton, Fife, Puyallup and Sumner. The City’s northern boundary is adjacent to King County. Incorporated as a code city, the City of Edgewood formed on February 28, 1996 and has operated under the strong Mayor form of government since August 2015. The City of Edgewood is a contract city with a small staff; therefore, it is necessary to have contractors available to assist with projects on an as needed basis to perform specialized services that cannot be performed by on-staff personnel.

Additional Task Orders

As a contract City, Edgewood typically issues a variety of task-based work in several fields of expertise to on-call consultants and contractors. The City expects to develop long-term relationships with efficient service providers that can effectively respond to continuing work on a priority and on-call/as needed basis, provide exemplary service and perform to the satisfaction of the City.

Questions / Contact

For additional information or explanation of the contents or intent of this invitation, please contact the City of Edgewood with your questions via email to Jeremy Metzler, P.E., Public Works Director, at jeremy@cityofedgewood.org, or by telephone at (253) 831-4266.

BIDDER'S CHECKLIST

The first three (3) forms listed below, provided herein, must be executed by **ALL BIDDERS** and submitted at the due date and time. Not submitting these forms at time of due date and time may deem your Bid as non-responsive

☐ **BIDDER'S QUALIFICATION CERTIFICATE**

To be completed, signed and submitted. The City reserves the right to check all statements and to judge the adequacy of the bidder's qualifications.

☐ **BIDDER'S AFFIDAVIT OF TITLE VI COMPLIANCE**

To be completed, signed and submitted.

☐ **INVITATION TO BID FORM & CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES**

To be completed, signed and submitted. When applicable, the unit prices must be shown in the spaces provided. Bidders must bid on all items contained in the Invitation to Bid Form. The omission or deletion of any bid item will be considered non-responsive and shall be cause for rejection of the bid.

The following forms, provided herein, to be completed by each SUCCESSFUL bidder after award.

☐ **CERTIFICATE OF INSURANCE**

Successful bidder shall be required to obtain and submit a certificate of insurance with coverage as required in this Invitation to Bid.

☐ **CITY OF EDGEWOOD BUSINESS LICENSE**

Successful bidder shall be required to obtain a City of Edgewood business license.

☐ **PURCHASED SERVICES CONTRACT- Sample Attached**

To be signed by the successful bidder.

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship ☐

Partnership ☐

Joint Venture ☐

Corporation ☐

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

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

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

Address:

Telephone:

Email:

Washington State Contractor License #:

Required prior to bid pursuant to RCW 18.27

City of Edgewood License #:

INVITATION TO BID FORM

ALL BIDDERS MUST COMPLETE AND SUBMIT THIS FORM

COMPANY NAME: _____

ADDENDA ACKNOWLEDGED: _____

Pursuant to and in compliance with your Invitation to Bid Form, and all other documents relating thereto, the undersigned hereby certifies that Contractor has read and thoroughly understands the terms of the contract. Contractor proposes and agrees to perform the contract, including all of its component parts, and to provide and furnish any and all labor, prevailing wages, materials, equipment, superintendence, insurance, performance bond, payment bond, safety requirements, overhead, permits, fees, Intent and Affidavit filings, administration, management, profit, mobilization, utility and transportation and other accessories and services necessary to perform and complete all of the work required by and in strict accordance with the contract documents and the implied intent thereof.

- The Invitation to Bid Form must be signed.
- Use ink and print legibly.
- Unit prices are mandatory and shall control.
- Initial and date any changes, erasures or cross-outs.

Schedule of Unit Prices:

<u>FULLY-BURDENED HOURLY RATES</u>			
Worker Classification	Foreman	Tree Trimmer Journeyman	Groundman/ Apprentice
Regular Hours Rate (M-F 7:00am- 5:00pm)	\$	\$	\$
Emergency Call Out	\$	\$	\$

Subcontractor Markup _____ %

Other equipment, if needed, shall be billed per the current rate sheet for that piece of equipment. Please submit your equipment rate sheet with this form.

BIDDER'S QUALIFICATION CERTIFICATE

The undersigned hereby certifies and submits the following qualifications:

Company and Address _____

BIDDER RESPONSIBILITY CRITERIA

1. The firm must have been in business performing similar work for at least two years at the time of the bid submittal.
YES ☐ NO ☐
2. State of Washington UBI Registration #: _____ Expires: _____
3. Number of years in contracting business under present name: _____
4. City of Edgewood Business License #: _____
Required prior to start of contract.
5. Company Federal ID #: _____
6. State of Washington Contractor’s License #: _____
Required prior to bid pursuant to RCW 18.27.
7. Particular types of work performed by your company:

8. List several recent projects performed with similar work:

Amount	Type	Owner	Name	Phone

9. Choose one of the following:

- ☐ Bidder has industrial insurance coverage for employees working in Washington as required in Title 51 RCW: or
- ☐ Bidder is not required to have industrial insurance coverage for employees working in Washington as required in Title 51 RCW.

10. Choose one of the following:

- ☐ Bidder's Washington Employment Security Department registration number is: _____
- ☐ Bidder is not required to register with the Washington Employment Security Department pursuant to Title 50 RCW.

11. Choose one of the following:

- ☐ Bidder's Washington State Department of Revenue registration number is : _____; or
- ☐ Bidder is not required to register with the Washington State Department of Revenue pursuant to Title 82 RCW.

12. Bidder is not disqualified from bidding on any public works contract under RCW 39.06.010 or under RCW 36.12.065.

YES ☐ NO ☐

13. Bidder has not within the three-year period immediately preceding the date of the bid solicitation, have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

YES ☐ NO ☐

I am the _____ (title of Bidder), have authority to bind Bidder, am over the age of 18 and have personal knowledge of the facts set forth above and affirm that such is accurate and true under penalty of perjury.

Dated this ____ day of _____, 202__ at _____ (City), Washington.

By: _____
Authorized Signature

Printed Name

All Bidders Must Complete and Sign In The Space Provided Above And Submit This Form.

Affidavit of Title VI Compliance

TITLE VI - NON-DISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS:

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

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

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

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

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

PART 1 – TITLE VI PROCEDURAL INFORMATION

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

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

1. **COMPLIANCE WITH REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as Regulations), which are herein incorporated by reference and made part of this contract.
2. **NONDISCRIMINATION:** The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations.
3. **SOLICITATION FOR SUBCONTRACTORS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiations made by the contractor for the work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the

contractor's obligations under this contract and the Regulations relative to the nondiscrimination on the ground of race, color, sex, or national origin.

4. **INFORMATION AND REPORTS:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Edgewood or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is an exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the City of Edgewood or the Washington State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

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

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

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

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

By: _____
Authorized Signature

Title:

Date:

END, AFFIDAVIT OF TITLE VI COMPLIANCE

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Corporate Officer Signature (*not Contract Signer*)

Print Name

Title

State of _____

County of _____

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

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

Notary Public (Signature)

Notary Public (Print)
My commission expires _____

RESOLUTION NO. 23-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR ON-CALL VEGETATION MAINTENANCE SERVICES WITH HANSON TREE SERVICE, LLC, IN AN AMOUNT NOT TO EXCEED \$200,000.00 OVER A THREE-YEAR PERIOD.

WHEREAS, the City does not have the necessary staff to perform vegetation maintenance services required throughout the City; and

WHEREAS, in accordance with the City's adopted policy regarding Tree Removal Agreements dated October 21, 2022, the City sought bids to procure such on-call services through a purchased services contract; and

WHEREAS, Hanson Tree Service, LLC was selected as one of the contractors to provide vegetation maintenance services as the need arises for the City of Edgewood;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement for on-call vegetation maintenance services with Hanson Tree Service, LLC, attached hereto as Exhibit A and incorporated herein by this reference, in an amount not to exceed \$200,000.00 over a three year period.

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

ADOPTED THIS 28TH DAY OF FEBRUARY, 2023

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A
On-Call Services Contract

DRAFT

CITY OF EDGEWOOD PURCHASED SERVICES AGREEMENT

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

CITY OF EDGEWOOD, WASHINGTON (hereinafter the “CITY”)
2224 - 104th Avenue E.
Edgewood, Washington 98372
Contact: Mayor Daryl Eidinger Phone: 253-952-3299

and Hanson Tree Service, LLC, a limited liability corporation organized under the laws of the State of Washington, doing business at:

Hanson Tree Service, LLC (hereinafter the “CONTRACTOR”)
18728 SE 373rd Street
Auburn, WA, 98092
Contact: Knut Hanson Phone: 425-922-8978

for personal services in connection with the following Project:

2023 ON-CALL CITYWIDE VEGETATION MAINTENANCE SERVICES

TERMS AND CONDITIONS

1. Services by Contractor.

A. Contractor shall furnish all labor, materials, and equipment necessary to meet the business and operational needs of the City for the project referenced above, including but not limited to: General maintenance, trimming, and removal of trees and other vegetation throughout the City. All work must comply with standards approved by the American National Standards Institute, Washington Industrial Safety and Health Act (WISHA) State Laws, and Federal Occupational Safety and Health Act (OSHA) laws. The Scope of Work for each task shall be provided within individual task orders. The services performed by the Contractor shall not exceed the Scope of Work within the relevant task order(s) without prior written authorization from the City.

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

2. Schedule of Work.

Contractor shall perform the services described in the Scope of Work in accordance with Work or Task Orders issued by the City, and shall complete said work within the time frame provided by each Work or Task Order. If delays beyond Contractor's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

3. Terms. This Agreement shall commence on March 1, 2023, ("Commencement Date") and shall terminate on February 28, 2026 unless extended or terminated in writing as provided herein.

4. Compensation.

- ☐ LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____, which includes all applicable tax.
- ☒ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$200,000, including all applicable tax, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A.
- ☐ TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "_____."
- ☐ OTHER. _____

5. Payment.

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

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

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

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

6. Discrimination and Compliance with Laws

A. Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin,

marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

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

C. Contractor shall obtain a City of Edgewood business license prior to receipt of written Notice to Proceed.

D. 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. As this is a multi-year contract, prevailing wage rates must be updated annually. Intentions and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of this Contract.

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 is a multi-year contract and that prevailing wage rates are updated annually.

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

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

8. Suspension and Termination of Agreement

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

B. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Contractor pursuant to this Agreement shall be submitted to City, and Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. 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 Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The 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.

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

E. Notice of Termination or Suspension. If delivered to the Contractor in person, termination shall be effective immediately upon the Contractor's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Contractor in writing upon one week's advance notice to Contractor. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Contractor at the address set forth in Section 15 herein.

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

10. Ownership of Work Product.

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its

request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Contractor pursuant to this Agreement shall be submitted to City.

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

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

12. Indemnification / Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE 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 AGREEMENT.

13. Insurance. 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 this Agreement and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

- A. 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.
- B. Minimum Scope of Insurance

The Contractor's required insurance shall be of the types and coverages 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, independent contractors, products-completed operations, stop gap liability, 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 and Employer's Liability Insurance.

C. 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 \$2,000,000 products-completed operations aggregate limit.

D. 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 Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

E. Other Insurance Provisions

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the

Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

F. Acceptability of Insurers

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

G. Verification of Coverage

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 insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.

H. Subcontractors' Insurance

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 Public Entity is an additional insured on each and every 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.

I. 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.

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

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

City of Edgewood
Jeremy Metzler, Public Works Director
2224 - 104th Avenue East
Edgewood, WA 98372

Hanson Tree Service, LLC
Attn: Knut Hanson, Owner
18728 SE 373rd Street
Auburn, WA 98092

Phone: 253-952-3299
Email: jeremym@cityofedgewood.org

Phone: 425-922-8978
Email: HansonTreeServiceLLC@gmail.com

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

16. Resolution of Disputes and Governing Law.

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

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

17. General Provisions.

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

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

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

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the

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

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

CITY OF EDGEWOOD, WASHINGTON

CONTRACTOR

By: _____
Daryl Eidinger
Mayor

By: _____
Knut Hanson
Owner

Date: _____

Date: _____

Attest:

By: _____
Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

By:  _____
Ann Marie J. Soto
City Attorney

Exhibit A

INVITATION TO BID FORM

ALL BIDDERS MUST COMPLETE AND SUBMIT THIS FORM

COMPANY NAME: **Hanson Tree Service LLC**

ADDENDA ACKNOWLEDGED: **Yes**

Pursuant to and in compliance with your Invitation to Bid Form, and all other documents relating thereto, the undersigned hereby certifies that Contractor has read and thoroughly understands the terms of the contract. Contractor proposes and agrees to perform the contract, including all of its component parts, and to provide and furnish any and all labor, prevailing wages, materials, equipment, superintendence, insurance, performance bond, payment bond, safety requirements, overhead, permits, fees, Intent and Affidavit filings, administration, management, profit, mobilization, utility and transportation and other accessories and services necessary to perform and complete all of the work required by and in strict accordance with the contract documents and the implied intent thereof.

- The Invitation to Bid Form must be signed.
- Use ink and print legibly.
- Unit prices are mandatory and shall control.
- Initial and date any changes, erasures or cross-outs.

Schedule of Unit Prices:

<u>FULLY-BURDENED HOURLY RATES</u>			
Worker Classification	Foreman	Tree Trimmer Journeyman	Groundman/ Apprentice
Regular Hours Rate (M-F 7:00am- 5:00pm)	\$ 100.00	\$ 75.00	\$ N/A
Emergency Call Out	\$ 125.00	\$ 93.75	\$ N/A

Subcontractor Markup **5** %

Other equipment, if needed, shall be billed per the current rate sheet for that piece of equipment. Please submit your equipment rate sheet with this form.

Equipment		Hourly	Daily
	Boom Truck	\$200.00	\$1,400.00
	Dump Truck	\$120.00	\$600.00
	Chip Truck	\$120.00	\$600.00
	15" Chipper	\$100.00	\$500.00
	12" Chipper	\$90.00	\$400.00
	Stump Grinder	\$100.00	\$500.00
	Avant Wheeled Loader	\$100.00	\$500.00
	Excavator	\$125.00	\$700.00