



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, April 4, 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. Interview - Economic Development Advisory Board (EDAB) Position 1 Vacancy

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

C. Fireworks Discussion - Chief Jon Parkinson, East Pierce Fire and Rescue

D. Nelson Nature Park - Walking Path Overlay Contract

E. Six Year TIP Update

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: Interview - Economic Development Advisory Board (EDAB) Position 1 Vacancy	Agenda Item #: 2.A
	For Agenda of: 4/4/2023
	Prepared by: Morgan Dorner, Lauren Balisky
Attachments (list): 1. EDAB_ Public Roster - Current as of 1-18-23 2. EDAB Bylaws - EMC 2.32	
Approval of Materials: Morgan Dorner, Lauren Balisky Rachel Pitzel, City Clerk/HR Director 3/30/2023 Dave Gray 3/31/2023 Daryl Eidingen 3/31/2023	Expenditure Required:
	Amount Budgeted:
	Timeline: April 4, 2023 Council Study Session Interviews April 11, 2023 Regular Council Meeting Appointment

Summary Statement:

In accordance with Edgewood Municipal Code (EMC) Section 2.32.020 for Economic Development Advisory Board (EDAB) vacancies, City Council shall fill vacancies as stated in the Council Rules of Procedure. Per the Council Rules, once the applications are received, the City Council shall review and rank application packets. All candidates shall be interviewed by the Council.

Due to the resignation of an Economic Development Advisory Board (EDAB) member from the Position 1 seat there is currently a vacancy on the board. The current Position 1 term is set to expire on June 30, 2023. An appointment to this position would mean that their term would expire on June 30, 2023 (approximately two months) and they would need to reapply for the position. However, if appointed, Council may decide at the Regular Council Meeting to reappoint the then current Position 1 board member to a new term set to expire on June 30, 2025. Two (2) motions and votes would be required.

The City received one application for the EDAB Position 1 vacancy. This agenda item is intended to allow City Council to interview said applicant. After the City Council's interview, at the next scheduled Regular Council Meeting, the Mayor shall appoint the chosen interviewee and the Council shall confirm or deny the appointment proposed by the Mayor. The appointment confirmation is scheduled to occur during the regular council meeting next week (April 11, 2023) in anticipation of filling the vacant Position 1 vacancy.

There are a total of three (3) positions on the board with terms set to expire on June 30, 2023. This includes Positions 1, 2, and 3. The City is anticipating that interviews for these positions would be held May 16, 2023. Position 1 would not be included if the Council decides to reappoint Position 1 on April 11, 2023 after that position's appointment.

Item History:

N/A

Recommended Action:

Conduct interviews for the Economic Development Advisory Board Position 1 vacancy.

Fiscal Note/Consideration:

N/A

EDAB Membership Roster			
Position	Member	City Email	Term Ending
1	VACANT		2023
2	Andrew Wiesenfeld	awiesenfeld@cityofedgewood.org	2023
3	Lora Butterfield	lbutterfield@cityofedgewood.org	2023
4	Steven Weiss	sweiss@cityofedgewood.org	2024
5	Angel Swanson*	aswanson@cityofedgewood.org	2024
6	Michael Pearce**	mpearce@cityofedgewood.org	2024
7	Jason Neil	jneil@cityofedgewood.org	2024

***Chair**

****Vice-Chair**

Chapter 2.32 ECONOMIC DEVELOPMENT ADVISORY BOARD

Sections:

[2.32.010 Created – Membership.](#)

[2.32.020 Appointment of members – Terms.](#)

[2.32.030 Powers.](#)

[2.32.040 Organization.](#)

[2.32.050 Summary preparation \(minutes\).](#)

[2.32.060 Removal and vacancies.](#)

2.32.010 Created – Membership.

There is hereby created an economic development advisory board (board) consisting of seven members, the majority of which shall be residents of the city of Edgewood and, because of the regional nature of economic development, up to three members may be nonresidents. No member shall serve more than two full consecutive terms on the board. The city council shall reasonably endeavor to seek a diverse membership including without limitation members from the banking industry, real estate investment, real estate sales, commercial marketing, business professionals, and economic development specialists. (Ord. 13-393 § 1; Ord. 12-381 § 1).

2.32.020 Appointment of members – Terms.

A. The initial members of the board shall be appointed by the mayor and confirmed by the council, in accordance with the process set forth in the Council Rules of Procedure, by position number, and shall serve staggered terms as follows: positions one through three will initially serve a three-year term expiring on June 30, 2015, with two-year terms being assigned thereafter, and positions four through seven will be assigned two-year terms expiring on June 30, 2014, with two-year terms being assigned thereafter, in order to create staggered terms for the overall membership.

B. Future members shall be selected in accordance with the Council Rules of Procedure.

C. The board shall serve the city council as an advisory body with power to recommend policy to the council. The board shall not take binding action on behalf of the city. (Ord. 18-531 § 4; Ord. 12-381 § 1).

2.32.030 Powers.

The economic development advisory board is created to assist and advise the city council in connection with issues and programs involving economic policy, commercial business, land development policy and business retention as may be referred to the board by the city council, including:

- A. Facilitate cooperation and coordination between various business groups on business issues;
- B. Make recommendations to the city council and to city staff for programs in which the city could or should participate to enhance commercial and mixed use development opportunities in the city, which programs may be in cooperation with any appropriate private, public, civic or community agency, group or association of or in the city, county, state or federal government;
- C. Recommend ways and means of obtaining private, local, county, state or federal funds and other participation for the promotion of business development projects within the city;
- D. Work with city staff, city council boards or commissions, task forces and other city/community based groups, as directed by the city council, on relevant issues and projects;
- E. The board shall periodically have the responsibility of advising and making recommendations, to council, on economic policy;
- F. The board shall periodically recommend projects or planning tools necessary to carry out its vision and develop the long-range capital budget necessary to support the recommendations;
- G. The board shall, on a regular basis, be available for citizens' input concerning any matter which the board is considering or may consider;
- H. The board shall make recommendations to the council regarding adoption of or amendments to all economic development plans. (Ord. 12-381 § 1).

2.32.040 Organization.

- A. City staff will be assigned as deemed necessary by the mayor in support of the board.
- B. The mayor may appoint a chair and vice chair from the membership or choose to allow the board to elect them from its members. The chair shall be a resident of the city of Edgewood. The chair and vice chair terms of office shall be for one year beginning July 1st and ending June 30th. The elected vice chair shall preside in the absence of the chair. The chair and vice chair shall be voting members of the board. The mayor may create and fill other such offices as is determined necessary.
- C. At least once each year, the board shall meet with the council at a joint study session to discuss the board's work plan for the coming year and other issues of general interest.
- D. The board shall adopt such rules and regulations as are necessary for the conduct of its business, including rules of procedure, that are consistent with applicable city ordinances and resolutions.
- E. A simple majority of board members shall represent a quorum for the transaction of businesses, and a

majority vote of those present shall be necessary to carry any proposition.

F. The board shall conduct meetings in accordance with the Open Public Meetings Act, and shall, whenever possible, keep an audio recording and/or written record of its meetings, business transactions, findings and determinations.

G. The board chair shall provide monthly reports to the city council at the second regular council meeting of the month. (Ord. 15-447 § 1 (Exh. A); Ord. 12-381 § 1).

2.32.050 Summary preparation (minutes).

A. A sufficient record must be kept to furnish evidence that the board has complied with the rules by which it is governed.

B. Summaries shall show exactly what actions were taken and decisions made at the board meeting(s). The following is a list of information to be included in the summaries:

1. Date of meeting;
2. Location of meeting;
3. Type of meeting (regular, continued, public hearing, etc.);
4. Time of meeting;
5. Time meeting commenced;
6. Officials/members present*;
7. Officials/members absent or excused*;
8. Topics of business;
9. Actions taken on each business matter;
10. Record of motions;
11. Record of voting;
12. Date and time of next scheduled meeting; and
13. Time of adjournment.

*If a board member leaves during a meeting, note time of departure and time of return, if applicable. If a board member arrives after commencement of the meeting, note time of arrival.

C. Standard Format. Use of standardized format to create uniformity of summary entries and to save time in composing the record shall be developed by the city clerk. Composition of the meeting summaries shall require the input of only specifics, such as verbiage of motions made, maker of motions and second, and results of voting. Other statements, discussion, and remarks of individual board members and commentators will not be noted in the summaries. Written statements may be submitted to the city clerk and will be retained in the appropriate meeting file.

D. Summaries of each meeting will be prepared by staff, approved by the board, and placed on the council consent agenda for approval. (Ord. 12-381 § 1).

2.32.060 Removal and vacancies.

The city council may remove any appointed member of the board. The board may, by a vote in favor thereof by a majority of its members, recommend to the city council removal of an appointed member upon such grounds as inefficiency, neglect of duty, or malfeasance in office. Three consecutive unexcused absences by any board member from both regular and special meetings shall constitute grounds for removal. Attendance of any board member that falls below 80 percent due to unexcused absences during any 12-month period shall also be grounds for removal. Any board member may resign at any time by delivering written notice to the city clerk. Vacancies occurring other than by expiration of term shall be filled for the unexpired term in the manner used for regular appointment to the board. (Ord. 12-381 § 1).



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: Fireworks Discussion - Chief Jon Parkinson, East Pierce Fire and Rescue	Agenda Item #: 2.C
	For Agenda of: 4/4/2023
	Prepared by: Mark Berry
Attachments (list): 1. Fireworks incidents-Edgewood	
Approval of Materials: Mark Berry Rachel Pitzel, City Clerk/HR Director 3/30/2023 Dave Gray 3/31/2023 Daryl Eidinger 3/31/2023	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: N/A

Summary Statement:

Discussion at the request of City Council regarding fireworks related incidents in Edgewood. The information is being presented by East Pierce Fire and Rescue Chief Jon Parkinson.

Item History:

N/A

Recommended Action:

Discussion for Council

Fiscal Note/Consideration:

N/A



2022 Fireworks Reported Incidents

Injuries from Fireworks

Two fireworks injuries identified in 2021, both on July 4th.
One in Puyallup and one in Bonney Lake

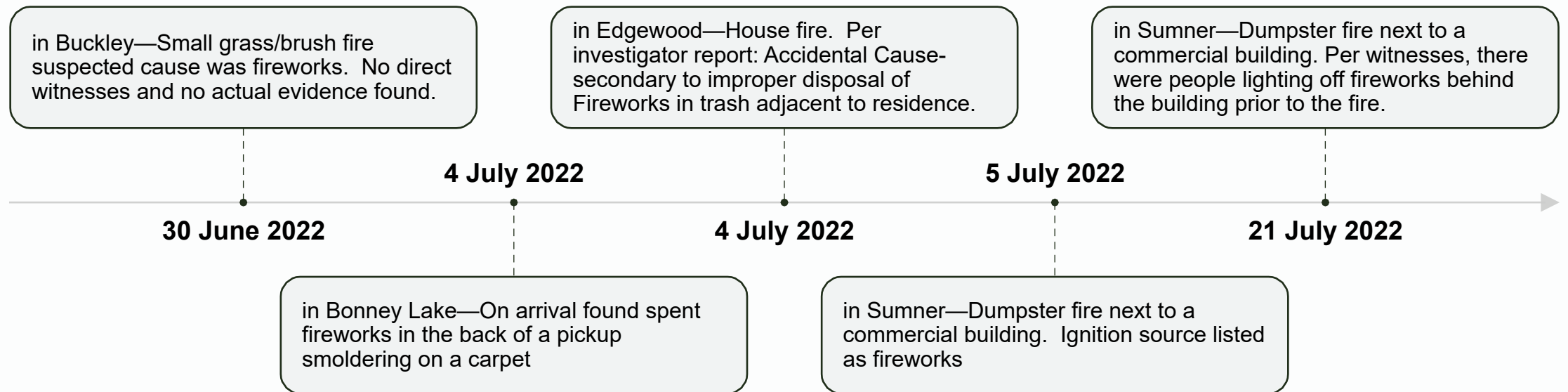
One reported injury from a roman candle. Incident
happened in late February 2022 in Orting, WA

Result: patient transported to Harborview for hand injury.

2021 Fires

Incident	Date	Type	Units	Location
6036	7/3/2021	142	BR4111, E111, E116	Buckley
6084	7/4/2021	143	BR116, Fire112, BR111, L113, E111	Bonney Lake
6092	7/4/2021	142	BR116, BR111, E111, E116	Bonney Lake
6093	7/4/2021	140	BR111, E112	Bonney Lake
6101	7/5/2021	100	E112	Bonney Lake
6109	7/5/2022	100	BR116	Bonney Lake

Fire-related incidents where fireworks were involved



Edgewood Fireworks Incidents 2017-2022

Incident #	Date	Type
5449	7/4/2017	Brush fire
5447	7/4/2017	Grass fire
5545	7/4/2018	Brush fire
5439	7/4/2020	EMS
5454	7/4/2020	Dumpster Fire
5458	7/4/2020	Metal recycle bin fire
5439	7/4/2020	Burns/shrapnel from homemade device
5453	7/7/2020	Brush fire
6248	7/4/2022	Building Fire
6498	7/11/2022	Fire in bushes



City Of Edgewood Council Agenda Summary Sheet

Subject: Nelson Nature Park - Walking Path Overlay Contract	Agenda Item #: 2.D
	For Agenda of: 4/4/2023
	Prepared by: Jeremy Metzler
Attachments (list): 1. 1 - Call for Bids 2. 2 - Construction Plan 3. 3 - Bid Tabulation 4. 4 - Proposal - Rainier 5. 5 - Rainier - Public Works Contract	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director 3/30/2023 Dave Gray 3/31/2023 Daryl Eidinger 3/31/2023	Expenditure Required: \$104,236.00 Amount Budgeted: \$150,000 (2023 CIP Project P-5) \$112,530 (Engineer's Estimate) Timeline: 04/04/2023 SS 04/11/2023 RCM

Summary Statement:

On February 14, 2023, the City advertised a Call for Bids and Construction Plans (attached). After meeting with four (4) contractors at the mandatory site walkthrough on February 28, 2023, the City received two (2) responses by the March 10, 2023 deadline. City staff tabulated the bid results (attached), reviewed the lowest apparent bidder's proposal (attached), checked references, and determined the lowest responsive, responsible bidder was Rainier Asphalt Sealing, LLC. Staff is seeking Council direction on whether or not to proceed with contract award and execution. Also attached for Council's information is the proposed construction contract.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Nelson Nature Park - Walking Path Overlay Contract

Fiscal Note/Consideration:

The Engineer's Construction Cost Estimate for this project was \$112,530. The Council-adopted Capital Improvement Plan identified \$150,000 in 2023 under Project P-5, to be paid for by General Fund (ordinary maintenance, not Impact Fee eligible). Construction bids received range from \$104,236 to \$111,749.

CALL FOR BIDS
CITY OF EDGEWOOD
NELSON NATURE PARK – WALKING PATH OVERLAY
ENGINEER’S ESTIMATE \$112,530.00

Sealed Proposals will be received by the undersigned at the City of Edgewood, 2224 104th Avenue East, Edgewood, Washington 98372, up to **11:00 am local time on Friday, March 10, 2023**, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct the aforementioned Park Rehabilitation Project.

A **MANDATORY** pre-bid walkthrough will occur at **1:00 pm local time on Tuesday, February 28, 2023** at the project site, 2228 118th Avenue East, Edgewood, WA 98372.

This project consists of furnishing all labor, materials and equipment necessary for the preparation of the existing asphalt pathway for performing a 2” overlay over the existing 6’ wide path, and associated site restoration.

The Work shall be substantially complete within **15** working days after the commencement date stated in the Notice to Proceed. All bidding and construction is to be performed in compliance with the Contract Provisions and Contract Plans for this project and any addenda issued thereto that are on file at the office of the City Clerk, City Hall, Edgewood, Washington.

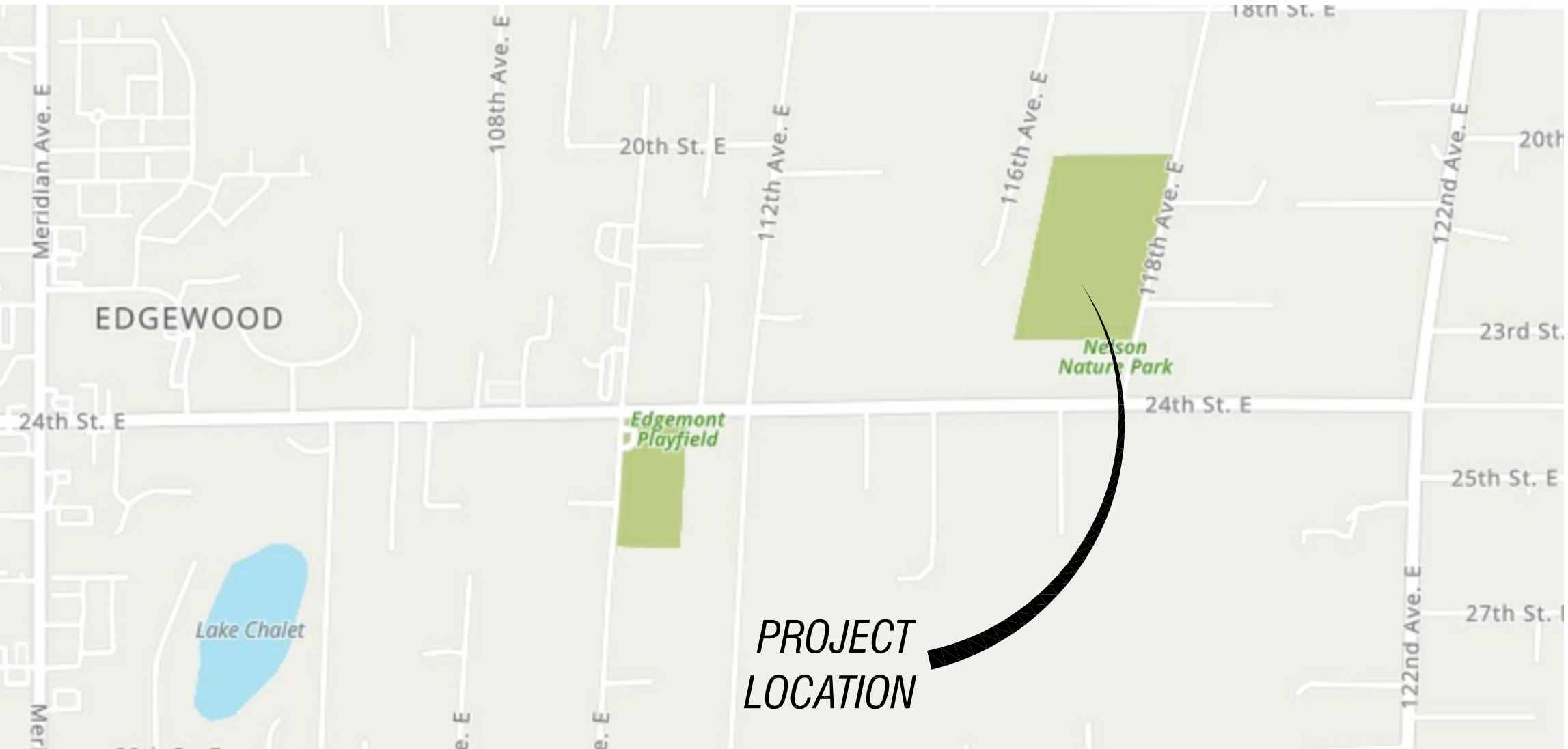
The Proposals will be publicly opened and read aloud shortly after the time and date stated above. Proposals are to be submitted only on the form provided with the Bid Documents. All Proposals must be accompanied by a certified check, postal money order, cashier’s check, or Proposal bond payable to the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

Bid Documents for this project are available free-of-charge on the City’s website: <https://www.cityofedgewood.org/bids.aspx>. A Bidders List will not be maintained with this solicitation, so bidders are encouraged to monitor the website for any addenda. Contract questions shall be directed to Chuck Hendricksen, City Engineer, City of Edgewood, (253) 392-2560.

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

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

NELSON NATURE PARK REPAVE



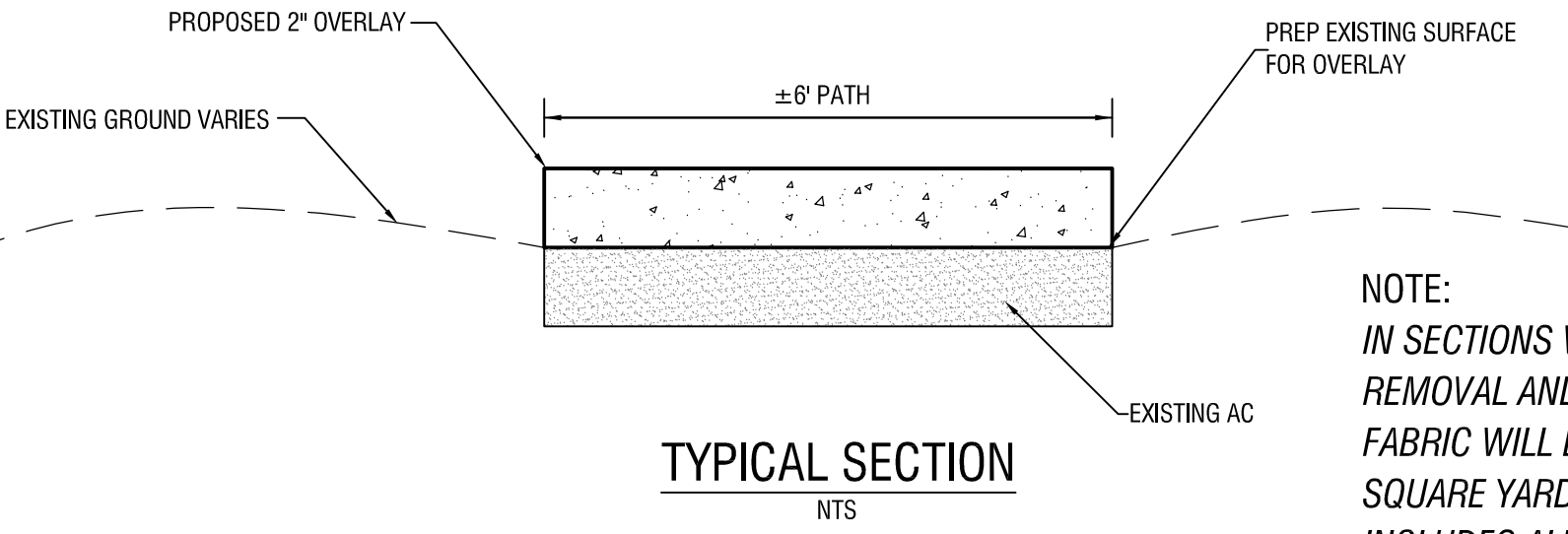
PROJECT
LOCATION

VICINITY MAP NTS

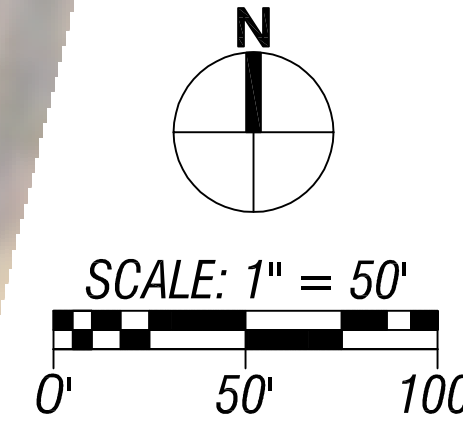
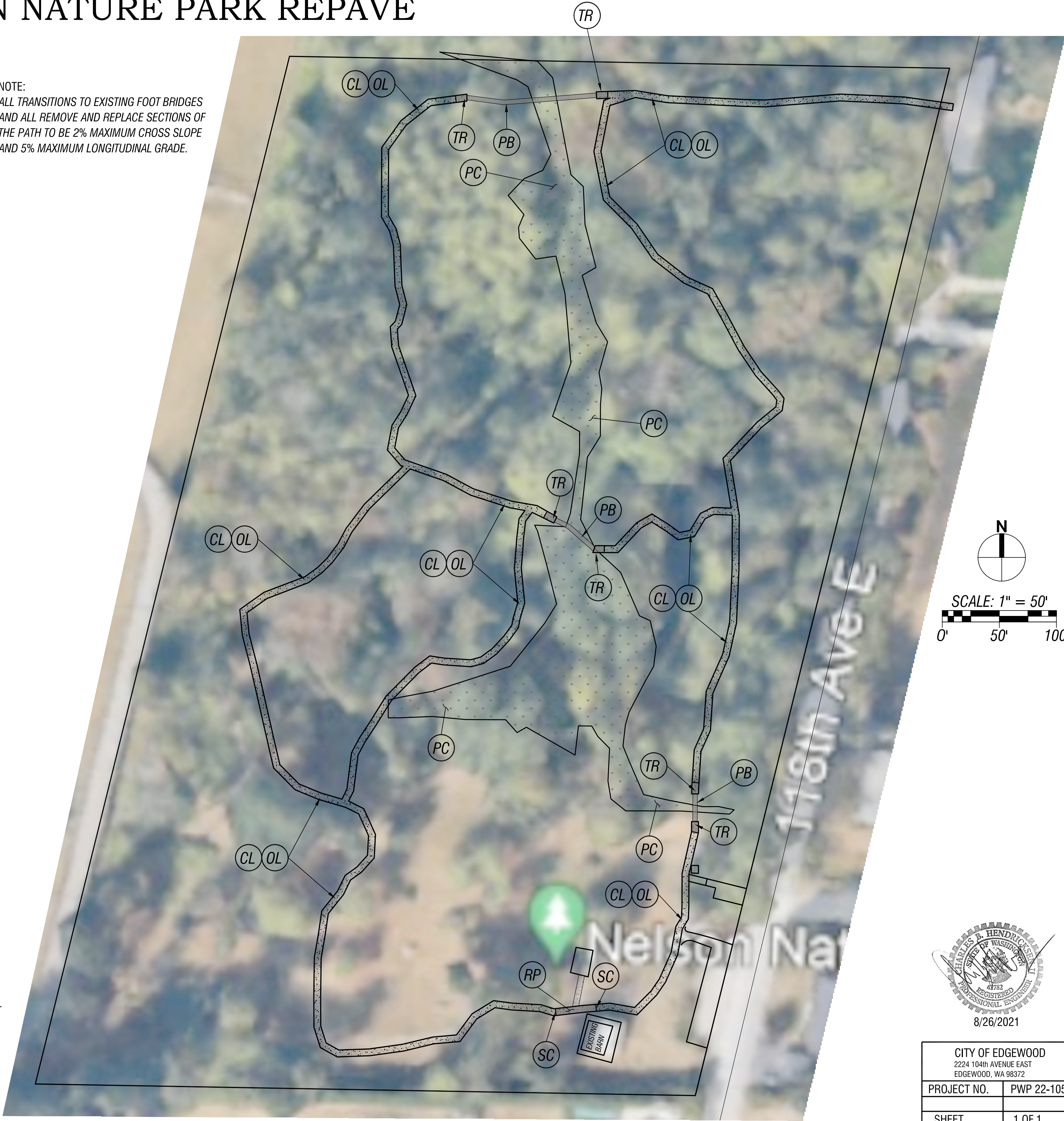
- PC** CONTRACTOR TO PROTECT EXISTING CRITICAL AREA DURING CONSTRUCTION.
- PB** CONTRACTOR TO PROTECT EXISTING FOOTBRIDGE DURING CONSTRUCTION. EXISTING BRIDGES ARE ONLY RATED FOR FOOT TRAFFIC.
- CL** CONTRACTOR TO CLEAN EXISTING AC. REMOVE ALL VEGETATION AND PREP THE SURFACE AND EDGES FOR OVERLAY. MEASUREMENT: PER SQUARE YARD OF SURFACE PREPARATION. BID ITEM: INCLUDES ALL MATERIALS, MANPOWER, EQUIPMENT, TOOLS, TO PERFORM THE WORK. PAYMENT: PER SQUARE YARD OF SURFACE PREPPED.
- TR** CONSTRUCT TRANSITION INTO EXISTING FOOTBRIDGE. TRANSITION TO BE AT 2% MAXIMUM GRADE. MEASUREMENT: PER SQUARE YARD OF TRANSITION CONSTRUCTED. BID ITEM: INCLUDES ALL EXCAVATION, MATERIALS, MANPOWER, EQUIPMENT, TOOLS, CSBC, CSTC, TAR, TO PERFORM THE WORK AND ENSURE A 2% TRANSITION INTO EXISTING FOOT BRIDGE. PAYMENT: PER SY.
- RP** CONSTRUCT TRANSITION TO EXISTING BY REMOVING EXISTING AC AND CONSTRUCTING NEW BASE ROCK. AC TO MATCH INTO EXISTING AT PROPER DEPTH AS TO NOT CREATE A LIP. BID ITEMS: CSBC, CSTC, AND AC.
- OL** CONTRACTOR TO PAVE 2" OVERLAY OVER EXISTING 6' WIDE ASPHALT PATH. MEASUREMENT: PER TON OF ASPHALT PLACED. BID ITEM: INCLUDES ALL MATERIALS, MANPOWER, EQUIPMENT, TOOLS, TAR, TACK COAT, TO PERFORM THE WORK AND PROVIDE A 2" COMPACTED DEPTH OVERLAY. PAYMENT: PER TON.
- SC** SAWCUT EXISTING PAVEMENT TO CREATE A CLEAN EDGE FOR PAVING. SAWCUTTING IS INCIDENTAL TO THE WORK.

GENERAL NOTES:

1. ALL MATERIALS AND WORKMANSHIP SHALL BE FURNISHED AND SUPPLIED IN ACCORDANCE WITH THE 2018 WASHINGTON STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION AND THESE CONTRACT DOCUMENTS UNLESS OTHERWISE SPECIFICALLY NOTED.
2. THE CONTRACTOR SHALL HAVE A COPY OF THESE PLANS, ANY ADDENDA, CHANGE ORDERS, AND THE CONTRACT SPECIFICATIONS ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
3. THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ENGINEER IN THE EVENT OR DISCOVERY OF UNSUITABLE SOILS OR HIGH GROUND WATER CONDITIONS OR DISCREPANCIES FROM THE PLANS.
4. WHENEVER PLANS REFER TO "SAWCUT" OF ASPHALT PAVEMENT OR OIL MAT, OR CONCRETE SURFACE, THE CONTRACTOR SHALL PERFORM A "NEAT LINE CUT" PER SPECIFICATIONS.
5. PROTECTION OF THE ENVIRONMENT: NO CONSTRUCTION RELATED ACTIVITY SHALL CONTRIBUTE TO THE DEGRADATION OF THE ENVIRONMENT, ALLOW MATERIAL TO ENTER SURFACE OR GROUNDWATERS, OR ALLOW PARTICULATE EMISSIONS TO THE ATMOSPHERE, WHICH EXCEED STATE OR FEDERAL STANDARDS. ANY ACTIONS THAT POTENTIALLY ALLOW A DISCHARGE TO STATE WATERS MUST HAVE PRIOR APPROVAL OF THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY.



NOTE:
IN SECTIONS WHERE IT IS DETERMINED BY CITY TO REQUIRE PAVEMENT REMOVAL AND OVER EXCAVATION TO REPAIR BASE A GEOTEXTILE FABRIC WILL BE REQUIRED. MEASUREMENT: PER TON HMA, PER SQUARE YARD OF GEOTEXTILE FABRIC, PER TON OF CSTC. BID ITEMS: INCLUDES ALL MATERIALS, MANPOWER, EQUIPMENT, TOOLS, TO PERFORM THE WORK. PAYMENT: PER TON OF HMA, PER SQUARE YARD OF GEOTEXTILE FABRIC, PER TON OF CSTS. EXCAVATION AND REMOVAL OF UNSUITABLE MATERIAL IS INCIDENTAL TO THESE BID ITEMS.



CITY OF EDGEWOOD 2224 104th AVENUE EAST EDGEWOOD, WA 98372	
PROJECT NO.	PWP 22-105
SHEET	1 OF 1

NOTE: CALL 1-800-424-5555 BEFORE YOU DIG.

	BIDDER			ENGINEER'S ESTIMATE		Rainier Asphalt Sealing, LLC		Looker Asphalt, Inc.							
	BIDDER ADDRESS					PO Box 1549		7623 Portland Ave. E.							
						North Bend, WA 98045		Tacoma, WA 98404							
	WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.					2393700		14857000							
	WASHINGTON STATE CONTRACTOR'S REG. NUMBER					RAINIAS991JO		LOOKEAI926C2							
	BID BOND OR OTHER GOOD FAITH TOKEN					Bond		Bond							
NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
Nelson Nature Park Overlay															
1	SPCC Plan (1-07.15(1))	1	LS	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$550.00	\$550.00	\$0.00	\$0.00	\$0.00	\$0.00		
2	Mobilization, Cleanup, and Demobilization (1-09.7)	1	LS	\$10,000.00	\$10,000.00	\$3,500.00	\$3,500.00	\$5,150.00	\$5,150.00	\$0.00	\$0.00	\$0.00	\$0.00		
3	Minor Change	1	CALC	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00		
4	Prepare Esiting AC for Overlay	2,100	SY	\$8.00	\$16,800.00	\$4.00	\$8,400.00	\$5.00	\$10,500.00	\$0.00	\$0.00	\$0.00	\$0.00		
5	Pre-Level	65	TN	\$200.00	\$13,000.00	\$180.00	\$11,700.00	\$260.00	\$16,900.00	\$0.00	\$0.00	\$0.00	\$0.00		
6	Planing Bituminous Pavement (5-04.5)	40	SY	\$25.00	\$1,000.00	\$125.00	\$5,000.00	\$55.00	\$2,200.00	\$0.00	\$0.00	\$0.00	\$0.00		
7	HMA Cl. 1/2" PG 58H-22 (5-04.5)	252	TN	\$175.00	\$44,100.00	\$180.00	\$45,360.00	\$195.00	\$49,140.00	\$0.00	\$0.00	\$0.00	\$0.00		
8	Bridge transitions	40	SY	\$50.00	\$2,000.00	\$50.00	\$2,000.00	\$95.00	\$3,800.00	\$0.00	\$0.00	\$0.00	\$0.00		
9	Crushed Surfacing Top Course (4-04.5)	80	TN	\$80.00	\$6,400.00	\$60.00	\$4,800.00	\$70.00	\$5,600.00	\$0.00	\$0.00	\$0.00	\$0.00		
10	Construction Geotextile for Soil Stabilization (2-12.5)	50	SY	\$10.00	\$500.00	\$50.00	\$2,500.00	\$20.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00		
11	Erosion Control and Water Pollution Prevention (8-01.5)	1	LS	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$1,750.00	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00		
	Subtotal, Base Bid				\$102,300.00		\$94,760.00		\$101,590.00		\$5,000.00		\$5,000.00		
	Sales Tax @ 10%				\$10,230.00		\$9,476.00		\$10,159.00		\$500.00		\$500.00		
	TOTAL CONSTRUCTION COST				\$112,530.00		\$104,236.00		\$111,749.00		\$5,500.00		\$5,500.00		
	Sealed bids were opened at the City of Edgewood, 2224 104th Avenue East, Edgewood, Washington 98372 on March 10, 2023, at 11:00 A.M. (local time).														
	I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.							DENOTES MATHEMATICAL OR ROUNDING ERROR							
															
	Charles Hendricksen, P.E.														

**CITY OF EDGEWOOD
NELSON NATURE PARK – WALKING PATH OVERLAY**

ENGINEER'S ESTIMATE \$112,530.00

PROPOSAL

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

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

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

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

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

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

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

BIDDER'S CHECKLIST

1. REQUIRED FORMS

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

- a. Proposal (including Statement of Bidder's Qualifications) (Pages P-2 - P-5)
- b. Bid Deposit or Proposal Bond

2. SUPPLEMENTAL BIDDER CRITERIA

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

3. AGREEMENT FORMS

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

- a. Agreement (Pages A-1 - A-15)
- b. Performance Bond (Page B-1)
- c. Public Works Payment Bond (Page B-2)
- d. Certificate of Insurance
- e. Certificate of Builders Risk Insurance

PROPOSAL - Continued

SCHEDULE A: NELSON NATURE WALKING PATH OVERLAY

<u>NO.</u>	<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	SPCC Plan (1-07.15(1))	1	LS	\$ 1,500.00	\$ 1,500.00
2.	Mobilization, Cleanup and Demobilization (1-09.7)	1	LS	\$ 3,500.00	\$ 3,500.00
3.	Minor Change (1-04.4(1))	1	LS	\$5,000.00	\$5,000.00
4.	Prepare Existing AC for Overlay	2,100	SY	\$ 4.00	\$ 8,400.00
5.	HMA Pre-Level	65	TN	\$ 180.00	\$ 11,700.00
6.	Plaining Bituminous Pavement (5-04.5)	40	SY	\$ 125.00	\$ 5,000.00
7.	HMA Cl. ½" PG 58H-22 (5-04.5)	252	TN	\$ 180.00	\$ 45,360.00
8.	Bridge Transitions	40	SY	\$ 50.00	\$ 2,000.00
9.	Crushed Surfacing Top Course (4-04.5)	80	TN	\$ 60.00	\$ 4,800.00
10.	Construction Geotextile for Soil Stabilization (2-12.5)	50	SY	\$ 50.00	\$ 2,500.00
11.	Erosion Control and Water Pollution Prevention (8-01.5)	1	LS	\$ 5,000.00	\$ 5,000.00
Subtotal (Schedule A):.....					\$ 94,760.00
Washington State Sales Tax 10.0%					\$ 9,476.00
TOTAL CONSTRUCTION COST (SCHEDULE A):.....					\$ 104,236.00

PROPOSAL - Continued

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm: Rainier Asphalt Sealing LLC

Address: PO Box 1549, North Bend, WA 98045

Telephone No. (800) 592-0311 Fax No. (425) 484-6140

Contact Person for this Project: Tom Merry

E-mail: merry@rainierasphalt.com

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

23

WORK TO BE COMPLETED BY BIDDER

List the Work and the dollar amount thereof that the Bidder will complete with its forces, if awarded the contract.

Work to be Performed	Dollar Amount
100%	\$94,760.00 (plus WSST)

PROPOSED SUBCONTRACTORS (Per RCW 39.30.060)

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

Work to be Performed	Subcontractor or Prime (Name and Registration Number)
None	

PROPOSAL - Continued

ADDENDA RECEIVED

Addendum No.	Date Received	Name of Recipient

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

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

	Time from NTP to Substantial Completion	Time from NTP to Physical Completion
Schedule A	15 working days	25 working days

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

The undersigned is, and will remain in, full compliance with all Washington State administrative agency requirements including, but not limited to registration requirements of Washington State Department of Labor & Industries for contractors, including but not limited to requirements for bond, proof of insurance and annual registration fee. The undersigned's Washington State:

Dept. of Labor and Industries Workman's Compensation Account No. is 2393700 ;
Dept. of Licensing Contractor's Registration No. is RAINIAS991JO ;
Unified Business Identifier Number is 602-057-202 ;
Excise Tax Registration Number is 602-057-202 ; and
Employment Security Account Number is 179240002 .

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

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

PROPOSAL - Continued

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

1. That the undersigned person(s) or entity(ies) has(have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.
2. The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (August 30, 2021), that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Sincerely,



Sign Name

3/8/2023

Date

By: Tom Merry, Owner

Print Name, Title

Text

North Bend, WA

Location Executed (City, State)

Rainier Asphalt Sealing LLC

Print Company Name

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

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

_____, issued through Philadelphia Indemnity Insurance Company

Name of Bank/Bonding Company

located at One Bala Plaza, Suite 100, Balla Cynwyd, PA 19004

Mailing Address

Text (425) 317-3561

Telephone Number of Bank/Bonding Company

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA FORMS

NELSON NATURE PARK - WALKING PATH OVERLAY

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

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

Contractor:

Name: Rainier Asphalt Sealing LLC
Address: PO Box 1549, North Bend, WA 98045
Phone: (800) 592-0311
Contact Person: Tom Merry

1. Delinquent State Taxes

Instructions to Bidders: Check the appropriate box

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

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

3/8/2023
(Date)


(Signature)
Tom Merry
(Print Name)
Owner
(Title)

2. Claims Against Retainage and Bonds:

Instructions to Bidders: Check the appropriate box

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

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

3/8/2023

(Date)



(Signature)

Tom Merry

(Print Name)

Owner

(Title)

3. Public Bidding Crime:

Instructions to Bidders: Check the appropriate box

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

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

3/8/2023

(Date)



(Signature)

Tom Merry

(Print Name)

Owner

(Title)

4. Termination for Cause/Termination for Default

Instructions to Bidders: Check the appropriate box

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

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

3/8/2023

(Date)



(Signature)

Tom Merry

(Print Name)

Owner

(Title)

5. Lawsuits

Instructions to Bidders: Check the appropriate box

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

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

3/8/2023

(Date)



(Signature)

Tom Merry

(Print Name)

Owner

(Title)

6. Contract Time (Liquidated Damages)

Instructions to Bidders: Check the appropriate box

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

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

3/8/2023

(Date)



(Signature)

Tom Merry

(Print Name)

Owner

(Title)

PUBLIC WORKS CONTRACT

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

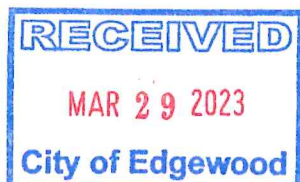
NELSON NATURE PARK WALKING PATH OVERLAY, to include furnishing all labor, materials and equipment necessary for the preparation of paving, repair of organic intrusions, and construction of paving at the Nelson Nature Park, including but not limited to, surface preparation, over excavation of damaged areas, transitions to existing structures and surfaces, overlay of existing walking path as further described in the Bid Documents.
3. **Effective date.** This Contract becomes effective and binding upon the Parties, including each Party's heirs, successors, and assigns, immediately upon execution of this contract by both parties.
4. **Notices to Parties.** Contractor agrees to accept notices under this Contract via email. It is the responsibility of Contractor to notify the City in writing if any of the contact information appearing below should change. Any notices required under this Contract shall be in writing and delivered to the following addresses. If notice by email, a hard copy shall be delivered or mailed the same date as email.

CITY:

CITY OF EDGEWOOD
 2224 104th Ave E
 Edgewood, WA 98372-1513
 Contact: Chuck Hendricksen
 Phone: (253) 392-2560
 Email: chuck@cityofedgewood.org

CONTRACTOR:

Rainier Asphalt Sealing L.L.C.
 Address: 43424 SE North Bend Way
North Bend, WA 98045
 Contact: Tom Merry
 Phone: (800) 592-0311
 Email: merry@rainierasphalt.com
 Tax ID #: 602-057-202



A-1

5. **Notice to Proceed / Completion Time.** Contractor will commence the work set forth herein immediately after receiving written notice from the City to proceed, and further agrees to carry on such work regularly and uninterruptedly thereafter with such force as to secure its completion within 25 working days, after such notice to begin work. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.
6. **Obligations of Contractor.** The following terms and conditions apply to this Contract:

A. *In general.*

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

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

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

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

B. *Work Performance.*

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

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

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

C. *Non-Discrimination.*

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

7. Compensation and Payment

- A. Unless otherwise mutually agreed through Change Order, as described in Section 10 below, the City shall pay the Contractor for the work performed under this contract as follows (select one):
 - ☐ Time and materials; not to exceed _____ plus all applicable taxes.
 - ☐ Lump sum price set forth on the Contractor's proposal; not to exceed _____ plus all applicable taxes.
 - ☒ Unit prices set forth in the Contractor's proposal; not to exceed \$94,760.00 plus all applicable taxes.
- B. Contractor shall request approval and acceptance of each category of work from the City. Contractor may not bill for the completed work until the City has accepted the completed work.
- C. All invoices shall be submitted for work after it has been performed, and paid by City warrant within thirty (30) days of receipt of a proper invoice, except those required to be withheld by law or agreed to in special contract provisions.
- D. Failure to perform any of the obligations under the Contract by Contractor may be decreed by the City to be adequate reason for withholding any payments until compliance is achieved. Progress payments for work performed shall not be evidence of acceptable performance or an admission by the City that any work has been satisfactorily completed.
- E. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

8. **Performance Bond.** If applicable, the Contractor shall provide a performance and payment bond to the City prior to commencement of work for 100% of the bid amount guaranteeing the full and faithful performance by Contractor of the terms and conditions of this Contract and the payment of all labor, mechanics, subcontractors, and materialmen and all persons who supply them with provisions and supplies for carrying out the work under this contract. This bond shall be in force until completion of the contract and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, in a company acceptable to the City and on the form attached hereto.

Initial: (Contractor)

9. **Retainage.** Pursuant to Chapter 60.28 RCW, a sum of five percent (5%) of the monies earned by Contractor will be retained from each invoice. Such retainage shall be used as a trust fund for the protection and payment: (1) to the State with respect to taxes imposed pursuant to RCW Title 82, and (2) the claims of any person arising under the Contract. No final payment or release of any retainage will be made until Contractor and each subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7 or other approved form) that has been certified by the industrial statistician of the Department of Labor and Industries. In addition, the retainage will not be released until the City has received certification that the Department of Revenue has received due payment of applicable taxes. Once the City has received certification from appropriate departments of the state of Washington, 45 days has passed from the date of acceptance of the Project and the City has not received any claims against the Project, then the City will release the retainage.
10. **Changes.** After execution of the Contract, changes in the scope of the work set forth in the Bid Documents may be accomplished by change order. Change orders shall be in writing signed by the Parties. If the total Contract Amount proposed under a Change Order exceeds 110% of the Contract Amount established in Section 7, above, the Change Order shall be reviewed and approved by the City Council prior to execution. All other Change Orders may be administratively approved by the City.
11. **Term and Termination of Contract.** This Agreement shall be in full force and effect for a period commencing upon execution and ending May 16, 2023 unless extended or sooner terminated under the provisions of this Contract. Time is of the essence of this Contract in each and all of its provisions in which performance is required. Further, this Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, Contractor shall not be entitled to receive any further payments under the Contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming

due to Contractor. Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Contract.

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

A. Responsibility Criteria.

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

- a. Contractor has a certificate of registration in compliance with chapter 18.27 RCW;
- b. Contractor has a current state unified business identifier number;
- c. If applicable, Contractor has industrial insurance coverage for Contractor's employees working in Washington as required under Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW;
- d. Contractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);
- e. If the public works project is subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation;
- f. Pursuant to RCW 39.04.350(1)(g), has received training on the requirements related to public works and prevailing wages under chapter 39.04 RCW and chapter 39.12 RCW; or has completed three or more public works projects and have had a valid business license in Washington for three or more years; and
- g. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

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

13. Insurance.

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

- (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations for a period of three years following substantial completion of the work for the benefit of the City, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations

endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the City has granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the City.

D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- (3) Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

E. City Full Availability of Contractor Limits

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

F. Other Insurance Provision

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

G. Contractor's Insurance for Other Losses

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

H. Waiver of Subrogation

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

K. Subcontractors

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as

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

L. Notice of Cancellation

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

M. Failure to Maintain Insurance

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

N. Extended Coverage for Completed Operations

The Contractor shall maintain Commercial General Liability completed operations coverage for a period of three years following substantial completion of the work for the benefit of the City by naming the City an additional insured using ISO Additional Insured-Completed Operations endorsement CG 20 37 10 01 or an endorsement providing at least as broad coverage.

14. Claims for damages.

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

a judicial proceeding and is exclusive of third party claims for damage primarily thereto.

- D. **Indemnification.** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of the City.

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

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

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

15. **Assigning or Subcontracting.** Contractor shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Contract without the express prior written consent of the City.
16. **Independent Contractor.** Contractor is and shall be at all times during the term of this Contract an independent contractor. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City. The Contractor will solely be responsible for its acts and for the acts of its agents, employees, subcontractors, or representatives during the performance of this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Contractor or any employee of the Contractor.
17. **Disputes.** Any action for claims arising out of or relating to this Contract shall be governed by the laws of the State of Washington. Venue shall be in Pierce County Superior Court.
18. **Attorney's Fees.** In any suit or action instituted to enforce any right granted in this

Contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

19. **Extent of Contract/Modification.** This Contract, together with attachments or addenda, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only by written instrument properly signed by both parties. Should any language in any of the Exhibits or Contract Documents conflict with language contained in this Contract, the provisions of this Contract shall prevail.
20. **Use and Ownership of Logos and Documents.** The Contractor will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent. On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.
21. **Non-waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.
22. **Severability.** Any provision or part of the Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as reasonably possible to expressing the intention of the stricken provision.

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

CITY OF EDGEWOOD

By: _____

Print name: _____

Title: _____

Date: _____

CONTRACTOR

By:  _____

Print name: THOMAS HENRY

Title: MANAGER MEMBER

Date: 3/22/22

APPROVED AS TO FORM:

Ann Marie J. Soto, City Attorney

Attachments

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 _____



City Of Edgewood Council Agenda Summary Sheet

Subject: Six Year TIP Update	Agenda Item #: 2.E
	For Agenda of: 4/4/2023
	Prepared by: Jeremy Metzler
Attachments (list): 1. DRAFT - 2024 TIP Budget Spreadsheet 2. Edgewood Concurrency Report_2022 FINAL	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director 3/30/2023 Dave Gray 3/31/2023 Daryl Eidingen 3/31/2023	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 04/04/2022 SS 04/11/2022 RCM PH 04/18/2022 SS 04/25/2022 RCM

Summary Statement:

The City is required to prepare a Transportation Improvement Plan (TIP), in accordance with RCW 35.77.010 and the Transportation Element of the City's adopted Comprehensive Plan. The TIP outlines the projects, estimated costs, anticipated timelines, and the expected funding sources for the next six years. These plans serve as the guiding documents for Staff to implement as resources are made available through City financial resources or other identified funding sources (i.e. TIB, WSDOT funding, other grants, loans, etc.).

The attached DRAFT resolution and plan represents Staff's recommendation as it pertains to project priorities, funding sources and timelines for implementation, as required under GMA. Staff relies on the City Council to guide this planning effort in alignment with Council's desires and the City's financial resources. While this year's Annual Concurrency Report has yet to be prepared, the recommendations provided in last year's report are still relevant. Staff is bringing this year's TIP update forward at this time to stay ahead of upcoming grant funding opportunities.

Please note that traffic concurrency will not be met if the Level of Service deficiencies are not addressed at three intersections with Meridian: 13th, 29th and 32nd. As discussed on Page 11 of the 2022 Concurrency Report (attached), Staff is working with the City's consultant to complete the Meridian Avenue Preliminary Design Study, and efforts continue to design and implement the Parallel Road Network.

Finally, this draft TIP is scheduled for Public Hearing at next week's Regular Council Meeting. After receiving public input, Council will review this TIP at the following study session and consider action after that.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Six Year TIP Update

Fiscal Note/Consideration:

As the Transportation Improvement Plan (TIP) is a component of the annual budgeting process, the anticipated impacts to the City's budget and General Fund are outlined therein. TIPs are planning documents that express the Council's desires for future transportation improvements within the City. Local agency TIPs are also utilized by State and other planning agencies, for evaluating projects on a regional scale and consideration for outside funding resources. This TIP represents an anticipated six-year program cost of \$23,329,000 - However, the TIP is not a final budget document; this is reserved for the actual budget that is adopted by the City Council towards the end of the City's fiscal year.

This TIP considers a total of \$7,133,960 in TIF funding from 2023 through 2029. Other funding sources considered herein (but yet to be secured unless noted otherwise) include TIB Grants, FHWA Grants, other unidentified grants, and the General Fund, for a total of \$16,195,040.

Transportation Improvement Program (TIP)
Years 2023-2028

Project No.		Transportation Project	Estimated Annual Project Expenditures									Total Project Cost	Comments
TIP	TIF Program		Prior Years (Actual)	2023 Estimate	2024	2025	2026	2027	2028	2029	Future Years		
1	R-3, R-9	Meridian/32nd & Meridian/36th Intersection improvements	\$ 35,000	\$ -	\$ -	TBD - Pending results of Project No. 2, below					\$ -	TBD	Coordinate intersection needs and alternatives with WSDOT, then construct improvements.
2	S-1	Meridian Ave E (SR-161) Preliminary Design	\$ 143,100	\$ 255,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 398,100	Corridor Study reviewing cross section and intersection treatment needs south of 24th. (80% TIF Eligible)
3	N/A	Emergency Road Repair (Weather Related - Annual)		\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000		\$ 175,000	Annual Program - Repair failures due to severe weather, wear and tear from freeze/thaw events and other causes.
4	R-4	Edgewood Drive Safety Improvements	\$ 562,225	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,535,000	\$ 11,097,225	Roadway widening, curb & gutter, stormwater system and pedestrian walkway. (40% TIF Eligible)
5	R-10	Chrisella Road East Safety Improvements	\$ 162,735	\$ 1,673,290	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,420,000	\$ 8,756,025	2021-2024: Improved markings, signage, lighting, sight distance, possible traffic calming measures; 2024+: Sidewalk, repair slopes south of 48th St E (40% TIF Eligible)
6	N/A	Citywide Road Preservation Program (Annual)		\$ 345,000	\$ 415,000	\$ 1,129,000	\$ 390,000	\$ 400,000	\$ 425,000	\$ 450,000		\$ 3,554,000	Annual program - Full width rubberized chipseal and/or 2" HMA grind and overlay. Minor crack sealing and repairs are included. (2024/2025: Added 48th St E Grant Funds)
7	S-3, N-1	Interurban Trail Phase III, Connection Feasibility Study	\$ -	\$ 500,000	\$ 1,100,000	\$ 4,000,000	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ 7,600,000	Develop approximately 1.05-mile corridor as a trail from 114th Avenue East to the City of Pacific. (20% TIF Eligible)
8	TBD - "N" Projects	Citywide Pedestrian Mobility and Safety Improvements (Annual)		\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000		\$ 525,000	Annual Program - Walkways and/or trails with vegetated buffers for traffic safety, low level pedestrian lighting where appropriate, signs and pavement markings, as shown in the 2004 Pedestrian Study (20% TIF Eligible)
9	N/A	Citywide Traffic Safety Program (Annual)		\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000		\$ 350,000	Annual program - Neighborhood Traffic Calming Projects, Safety Projects and reconstruction of ADA deficiencies.
10	N/A	Citywide Road Maintenance Program (Annual)		\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000		\$ 525,000	Annual program - Repair and maintenance of City transportation infrastructure, including traffic operations, signing and markings
11	MCE-2, MCE-7, MCE-16	Meridian Parallel Road Network Construction - Various Segments	\$ 288,426	\$ -	\$ 950,000	\$ 1,600,000	\$ 1,100,000	\$ 2,700,000	\$ 1,670,000	\$ -	\$ -	\$ 8,308,426	Construct high-priority parallel road segments, closing gaps and fixing access deficiencies - Priority Order: MCE-16 (Chrisella), MCE-7, MCE-2. (60% TIF Eligible)
12	NP-3	Meridian Ave E / Emerald Street Signal Improvements	\$ 290,730	\$ 240,460	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 531,190	Coordinate signal mast arm and detection design & construction with WSDOT. (100% TIF Eligible)
13	S-2, N-9	36th Street E Walkway Extension Feasibility/Design/Build	\$ -	\$ -	\$ -	\$ 85,000	\$ 665,000	\$ -	\$ -	\$ -	\$ -	\$ 750,000	Design and construct extension of existing walkway to new park property. (20% TIF Eligible)
14 (NEW)	R-6	Meridian & 12th/13th Intersection Improvements	\$ -	\$ -	\$ 250,000	\$ 750,000	\$ 1,400,000	\$ -	\$ -	\$ -	\$ -	\$ 2,400,000	Design and construct intersection improvement(s) to address deficiencies. (60% TIF Eligible)
Annual Totals			\$ 1,482,216	\$ 3,238,750	\$ 3,440,000	\$ 7,789,000	\$ 5,780,000	\$ 3,325,000	\$ 2,320,000	\$ 675,000	\$ 16,955,000	\$ 44,969,966	
					Proposed 6-Year Program Total:					\$ 23,329,000			
TIB Funding:				\$ -	\$ -	\$ 68,000	\$ 532,000	\$ -	\$ -	\$ -		\$ 600,000	2025/2026: 36th St E Walkway (projected)
RCO WWRP Trails Grant:				\$ -	\$ -	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -		\$ 3,000,000	2025: Interurban Trail (pending State budget)
FHWA Funding (PSRC/PCRC):				\$ 432,500	\$ 8,650	\$ 1,080,000	\$ 2,000,000	\$ -	\$ -	\$ -		\$ 3,521,150	2023-2026: Interurban Trail Funded
WSDOT Funding:				\$ 1,673,290	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 2,173,290	2025: \$600K for 48th St E Preservation
Public Works Trust Fund Loan:				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	Chrisella HSIP Grant (work in progress)
Other Grant Funds:				\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 25,000	2023: Interurban Trail (Port of Tacoma, Trails NP's)
Total Anticipated Grant Funding:				\$ 2,130,790	\$ 508,650	\$ 4,148,000	\$ 2,532,000	\$ -	\$ -	\$ -		\$ 9,319,440	
Total City Funds Needed:				\$ 1,107,960	\$ 2,931,350	\$ 3,641,000	\$ 3,248,000	\$ 3,325,000	\$ 2,320,000	\$ 675,000		\$ 17,248,310	
Traffic Impact Fees				\$ 501,960	\$ 955,000	\$ 1,362,000	\$ 1,648,000	\$ 1,635,000	\$ 1,017,000	\$ 15,000		\$ 7,133,960	
REET Funds				\$ 396,000	\$ 765,000	\$ 1,479,000	\$ 500,000	\$ 350,000	\$ 250,000	\$ 200,000		\$ 3,940,000	
School Zone Camera Fees				\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000		\$ 770,000	
Park Impact Fees				\$ -	\$ 871,350	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 871,350	2024: Interurban Trail (balance)
General Fund				\$ 100,000	\$ 230,000	\$ 690,000	\$ 990,000	\$ 1,230,000	\$ 943,000	\$ 350,000		\$ 4,533,000	

Prepared by: Jeremy Metzler, P.E.
Date Prepared: 3/30/2023

MEMORANDUM

Date:	June 8, 2022	TG:	1.18149.00
To:	Jeremy Metzler, PE, City of Edgewood		
From:	Jon Pascal, PE, Transpo Group		
Subject:	2022 Annual Transportation Concurrency Report		

This memorandum serves as the Annual Concurrency Report per the Edgewood Municipal Code (EMC) 18.105. The 2022 Annual Concurrency Report provides the current state of the City's transportation concurrency program. Per the EMC, the following items are addressed in the Annual Concurrency Report:

- **Development Summary.** A summary of development activity accounted for in the transportation concurrency program since the last annual concurrency report in March 2021.
- **Remaining Capacity.** Status of available intersection and roadway capacity and level of serve (LOS) metrics on current transportation facilities.
- **Recommendations.** Provides updated recommendations related to project priorities to help inform the update of the City's 6-year Transportation Improvement Program.

Background

The following topics provide a brief background on the City's Concurrency Program.

What is concurrency?

Concurrency is a tool to ensure that transportation facilities are constructed as growth occurs (one happens *concurrent* with the other). Concurrency provides a link between land use, transportation, and public investment.

What is the purpose of a concurrency program?

In general, if land use development and transportation infrastructure investments occur in a timeframe and at locations consistent with the Comprehensive Plan then concurrency would, in theory, always be achieved. The concurrency program is implemented by agencies to understand if the adopted LOS standards are being met "concurrent" with development. Concurrency programs in practice are used by agencies to monitor the current state of the transportation system on a system-wide basis.

What metrics does the City use to monitor concurrency?

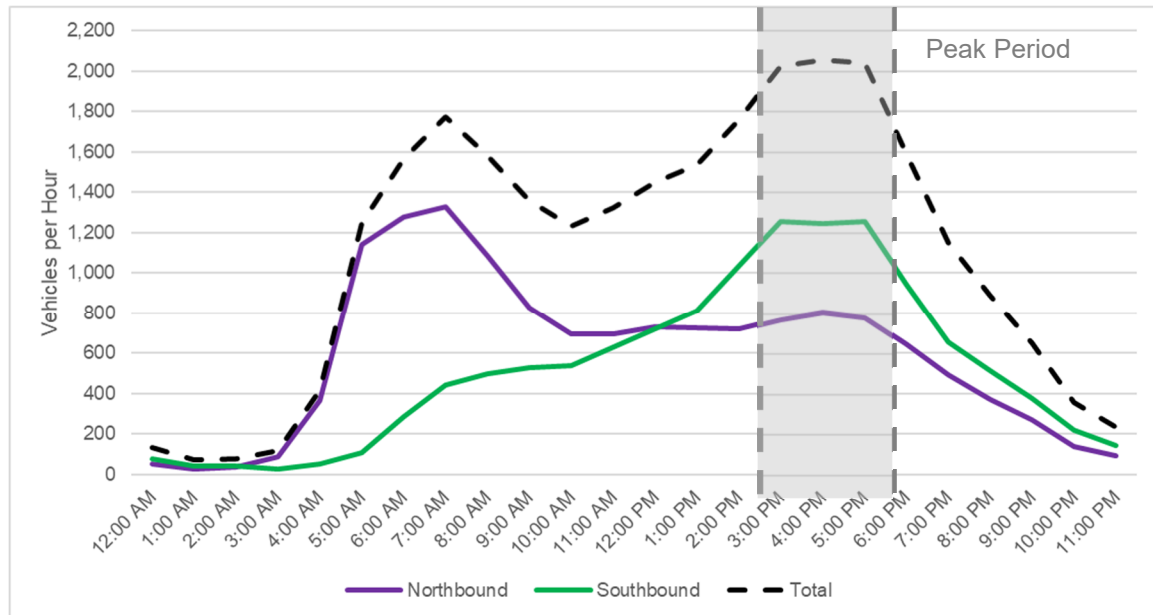
The City of Edgewood evaluates intersection LOS to understand delays and intersection capacity. The City also uses a roadway volume-to-capacity ratio to monitor the capacity of major arterials within the City.

Why does the City focus on the weekday PM peak hour?

Concurrency is typically linked with street or intersection capacity, and traffic volumes are typically closest to capacity during the weekday PM peak hour. For example, Figure 1 shows hourly vehicle volumes along Meridian Avenue collected during April 2022. Both the southbound volume and overall volume peaks occur during the PM peak period while the northbound volume peaks during

the AM peak period. The PM peak hour volumes have approximately 16 percent more vehicles than the AM peak hour. However the northbound volume during the AM peak hour serves the most directional amount of traffic at nearly 1,300 vehicles an hour. While the AM peak period might have a lower overall volume of traffic than the PM peak period, the high volumes during the AM period does influence design decisions related to future capital projects needs, access management solutions, and traffic control and signal timing improvements. Both time periods should be considered when considering impacts of development on Meridian Avenue and during the design evaluation process of any capital improvement along the corridor.

Figure 1 – Midweek Average Hourly Volumes on Meridian Ave (south of 11th Street) – April 2022



Development Summary

The concurrency evaluation analyzes six years in the future (i.e., the year 2028 in this instance) to capture developments already approved and transportation projects that are funded and will be completed within that timeframe. The developments that have been accounted for since the last update of the concurrency program in 2021 are listed in Table 1.

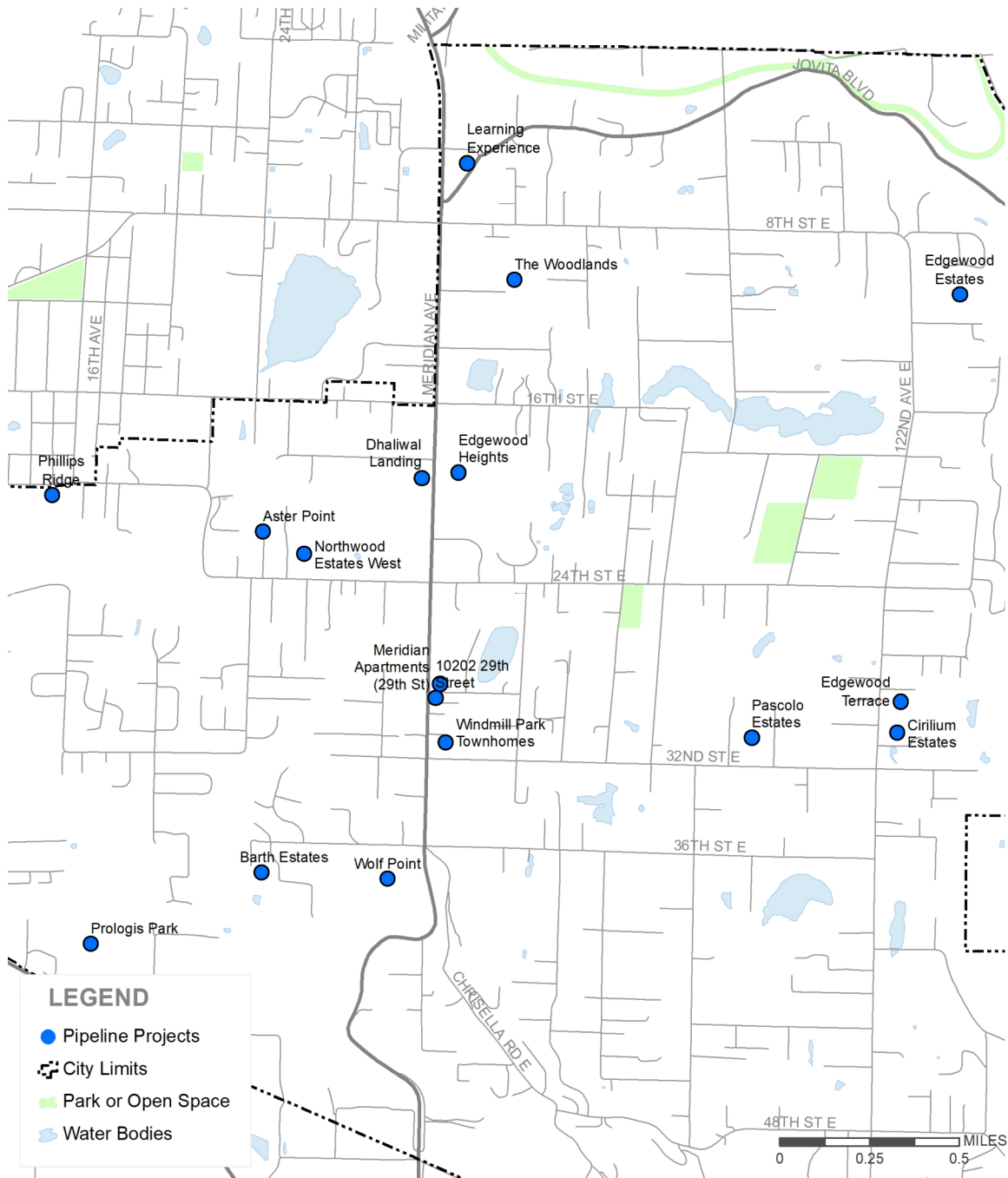
To account for smaller developments not subject to concurrency requirements and other changes in regional traffic, an annual 1 percent growth rate is applied to the existing traffic counts. Observed traffic growth rates along the City's transportation network have generally indicated that the one percent background growth rate is reasonable since specific development trips in the City are being tracked and accounted for separately. The actual annual traffic growth rates are closer to three percent after known development pipeline trips have been included.

Table 1. Summary of Developments Being Monitored

Pipeline Development	Type and Size	New PM Peak Hour Trips	Development Status
The Woodlands	55 condos, 4,265 sq ft commercial	29	37 of 55 units built
Edgewood Estates	14 single family DUs	18	Under construction
Edgewood Heights	452 unit multifamily DUs	276	Phase 2 under construction
Aster Point	46 single family units	43	45 of 46 units built
Pascolo Estates	18 single family units	22	7 of 18 units built
Northwood Estates West	44 single family units	44	Phase 1 Built, Phase 2 under construction
Wolf Point	56 single family units	62	Under construction
Cirilium Estates	17 single family units	19	13 of 17 units built
Edgewood Terrace	25 single family units	30	Not built
Barth Estates	32 single family units	34	Not built
Philip's Ridge	14 single family units	14	Not built
Dhaliwal Landing	583 apartments and 35,930 square feet commercial space	338	Not built
Learning Experience	Day care and learning center	37	Under construction
Prologis Park	Industrial park and warehousing	471	Not built
10202 29th Street	6,300 sf smoke shop/liquor store	9	Not built
Meridian Apartments (29th Street E)	33 multifamily units	15	Not built
Windmill Site	45 townhome units	17	Not built
TOTAL		1,478	PM Peak Hour Trips
Source: City of Edgewood			

The location of the developments is shown in Figure 2.

Figure 2 - Pipeline Development Projects



Six developments that were included in the 2021 concurrency update have been removed from this analysis, as they have been built-out or withdrawn and are reflected in the updated traffic counts, as summarized in Table 2.

Table 2. Developments Removed from 2022 Concurrency Analysis

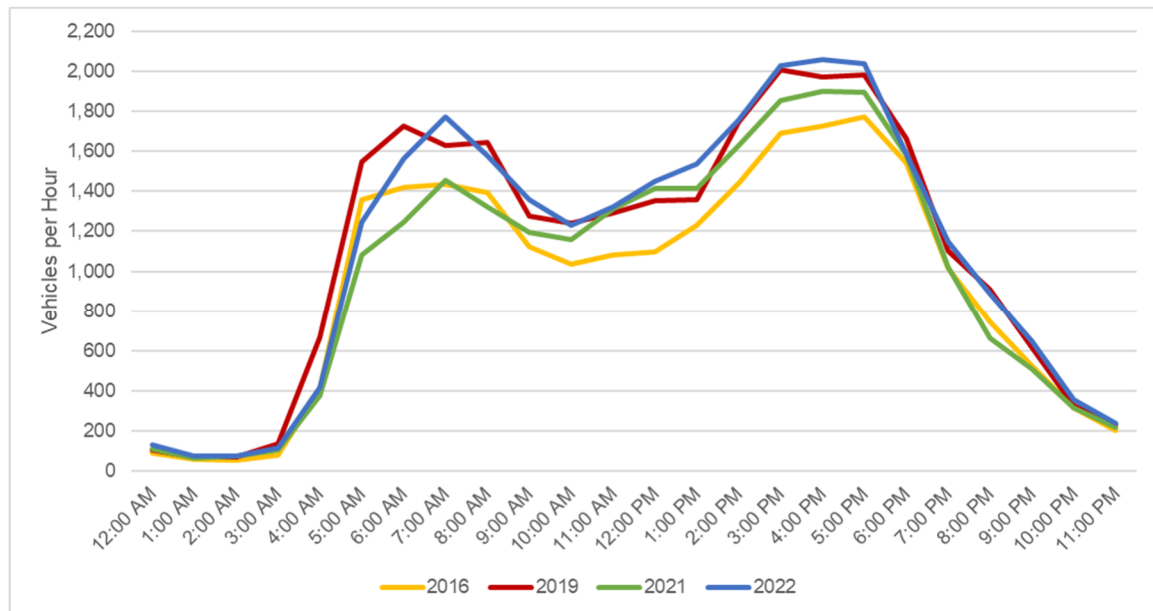
Pipeline Development	Type and Size	New PM Peak Hour Trips	Development Status
Caldwell Crest	18 single family DUs	18	Development complete
Westridge Plat	290 single family units, 60 apartments	311	Development complete
Edgewood View Estates	96 single family units	96	Development complete
2818 Meridian Apartments	19 multi-family units	13	Development complete
Edgewood Community Park	Community park and amphitheater	35	Development complete
Bridge Industrial	515,000 sf industrial park	202	Application withdrawn
TOTAL		662	PM Peak Hour Trips

Source: City of Edgewood

Traffic Volume Changes

A comparison of historical traffic volumes south of 11th Street along Meridian Avenue was evaluated to understand traffic volume changes in Edgewood. The historical counts have been summarized to illustrate the impacts of growth and also the COVID-19 pandemic on traffic volumes. Average hourly volumes were collected during midweek days (Tuesday through Thursday) in June 2016, April 2019, February 2021, and April 2022.

Figure 3 summarizes midweek traffic patterns at Meridian Avenue south of 11th Street.

Figure 3 – Historical Midweek Average Hourly Volumes on Meridian Avenue (south of 11th Street)

As shown in Figure 3, traffic volumes along Meridian Avenue peak at approximately 4 p.m. and 5 p.m., with a secondary peak during the AM hours at 7 a.m. Traffic patterns have remained

consistent between 2019 and 2022, with the AM peak hour shifting slightly later during 2021 and 2022.

Table 3 summarizes historical traffic volumes for Meridian Avenue E just south of 11th Street E to illustrate how volumes have grown over the last 6 years. Counts have been collected intermittently between 2016 and 2022, but the data does demonstrate various trends. Most notably the AM peak hour has grown at a faster rate than both the daily and PM peak hour time periods.

Table 3. Meridian Avenue Historical Traffic Volumes – 2016 to 2022

Midweek Average Traffic Volume	2016	2019	2021	2022	Annual Percent Growth
Daily Northbound	11,745	13,972	12,314	14,177	-
Daily Southbound	11,108	12,691	11,610	12,459	-
Daily Total	22,853	26,663	23,924	26,636	3%
PM Peak Hour Northbound	572	675	734	808	-
PM Peak Hour Southbound	1,201	1,307	1,178	1,256	-
PM Peak Hour Total	1,773	1,982	1,912	2,064	3%
AM Peak Hour Northbound	1,054	1,264	1,092	1,330	-
AM Peak Hour Southbound	436	459	471	496	-
AM Peak Hour Total	1,490	1,723	1,564	1,826	4%

Source: Transpo Group

Due to the COVID-19 pandemic, traffic volumes along Meridian Avenue decreased significantly between 2019 and 2021; however, Meridian Avenue experienced increased volumes in 2022, similar to pre-pandemic conditions observed in 2019. Therefore, no COVID adjustment factor was applied to the 2022 concurrency update analysis this year.

In addition, Table 4 summarizes historical PM peak hour traffic volumes for eight key roadway segments outside of Meridian Avenue E along Jovita Boulevard, 8th Street E, 24th Street E, and 36th Street E. PM peak hour turning movement counts were collected in intermittent years between 2016 and 2022 for each location and have been utilized to summarize past traffic volumes.

Table 4. Historical PM Peak Hour Traffic Volumes – 2016 to 2022

Roadway Segment	2016	2017	2018	2019	2020	2021	2022
1. Jovita Boulevard, north of Emerald Street	-	860	-	-	-	974	-
2. Jovita Boulevard, south of Emerald Street	-	283	-	-	-	304	-
3. 8th Street E, east of Meridian Avenue E	598	-	-	648	-	-	558
4. 8th Street E, west of Meridian Ave E	878	-	-	906	-	-	845
5. 24th Street E, east of Meridian Ave E	398	-	-	-	-	277	317
6. 24th Street E, west of Meridian Ave E	395	-	-	-	-	434	519
7. 36th Street E, east of Meridian Ave E	723	621	-	-	-	365	545
8. 36th Street E, west of Meridian Ave E	60	69	-	-	-	49	66

Source: Transpo Group

As shown in Table 4, traffic volumes generally experienced increases between 2016 and 2019, then decreased due to the COVID-19 pandemic during data collection in 2021, and increased between 2021 and 2022. 2022 traffic volumes on 8th Street E remain lower than their peak in 2019 and are slightly under 2016 conditions.

Level of Service Standards

Under the Washington State Growth Management Act, local jurisdictions have the discretion in how they define their level of service standards and how to apply transportation concurrency within their growth plans, policies, regulations, and permit systems. As part of the requirement to develop a comprehensive plan, jurisdictions are required to establish LOS standards for transportation arterials. Once a jurisdiction sets a standard, it is used to determine whether the impacts of a proposed development can be met through existing capacity and/or to decide what level of mitigation will be required.

The LOS standard for City roadways is outlined in the City's Transportation Element of the Comprehensive Plan.

Intersection LOS Methodology

The adopted intersection LOS standard is LOS E for all intersections along Meridian Avenue, and LOS D for all other intersections. Intersection LOS is based on the vehicular delay traveling through an intersection during the busiest one-hour period. Intersection LOS was analyzed in Synchro version 11, using The *Highway Capacity Manual* (HCM) 6th Edition.

Smaller delays result in better LOS (A, B, C), while long delays mean worse LOS (D, E, F). The HCM methodology for estimating LOS for signalized intersections is measured as an average delay for vehicles entering on all approaches. In contrast, the HCM methodology for estimating LOS for two-way stop control (TWSC) intersections is to report the delay for the worst movement (such as eastbound left turns) to ensure that side street delay is adequately measured. TWSC intersections will have poor LOS when side street delay becomes excessive.

Roadway LOS Methodology

The roadway LOS standard is based on a volume-to-capacity ratio of 0.80 or 80 percent of capacity. The capacity estimates of each of the study roadways is based on capacity estimates developed within the Transportation Element of the City of Edgewood's Comprehensive Plan.

Concurrency Evaluation Process

The process for evaluating transportation concurrency includes the following key steps:

- Begin with existing traffic counts for the PM peak hour (latest baseline concurrency model)
- Add known City pipeline development traffic to the traffic counts
- Add known other agency pipeline development traffic to the traffic counts
- Grow all existing counts by 1% per year to account for other background growth
- Test the intersections to determine if they meet adopted LOS standards:
 - LOS E for intersections along Meridian Avenue
 - Non-signalized or roundabout intersections are measured by the operation of the stop-controlled approach. The City's LOS standards allow for one or two-way stop control intersections to operate below standard if the approach would serve only a small volume of traffic and an alternative access was available.
 - LOS D for all other intersections in the City
- Calculate roadway volume to capacity ratios and see if they meet LOS standards
 - LOS C is standard for City minor arterials and collector streets as outlined in the Transportation Element. LOS C is a volume to capacity ratio of 0.80, or 80% of capacity.

The concurrency evaluation analyzes six years in the future (2028) to capture developments already approved and transportation projects that are funded and will be completed within that timeframe.

The transportation system assumptions include all future improvement projects that are funded and identified in the City's 6-year 2023-2028 Transportation Improvement Program. Three notable projects are directly relevant to the future findings, and they include:

- TIP #2: Completion of the Meridian Avenue E (SR 161) Preliminary Design to define corridor complete street improvements, along with intersection and access management considerations, between 24th Street and 36th Street.
- TIP #11: Construction of various segments of the Meridian Avenue Parallel Road Network.
- TIP #12: Upgrade the traffic signal at Meridian Avenue E / Emerald Street E to remove the current split-phase signal timing. This project should be complete in 2022.

Concurrency Status

Intersection LOS

Table 5 summarizes the intersection LOS for 2028 based on the most recent intersection traffic counts plus the pipeline development shown in Table 1 and a one percent annual background growth rate in traffic. The annual growth rate is in addition to the pipeline development growth, so

the actual growth rates are much higher than one percent depending on the intersection or roadway.

Table 5. Intersection LOS – Forecast 2028 Weekday PM Peak Hour

Intersection	2028 Traffic Control	LOS Standard	Forecast 2028 LOS	Estimated Trips Remaining ¹
1. 114th Street E / Jovita Blvd	Signal	D	C	1,600
2. Jovita Blvd E / Emerald Street E	Roundabout	D	A	1,640
3. Meridian Avenue E / Emerald Street E	Signal ²	E	C	1,410
4. Meridian Avenue E / 8th Street E	Signal	E	D	1,260
5. Meridian Avenue E / 12th Street E	TWSC	E	C	1,640
6. Meridian Avenue E / 13th Street E	TWSC	E	F	N/A
7. Meridian Avenue E / 16th Street E	Signal	E	B	2,180
8. Meridian Avenue E / 20th Street E	Roundabout ⁴	E	A	980
9. Meridian Avenue E / 22nd Street E	TWSC	E	C	2,340
10. Meridian Avenue E / 24th Street E	Signal	E	C	1,560
11. Meridian Avenue E / 29th Street E	TWSC	E	F	N/A
12. Meridian Avenue E / 32nd Street E	Signal ³	E	A	1,520
13. Meridian Avenue E / 36th Street E	Signal	E	C	1,630
14. 122nd Avenue E / 24th Street E	TWSC	E	B	1,550

Source: City of Edgewood

1. The estimated trips remaining at signalized intersection was calculated by growing all approach volumes at a uniform percentage until operations degraded below LOS standard. TWSC growth was estimated by proportionally increasing the side street volumes until LOS degraded below LOS standards.

2. This assumes a signal re-timing project that removes the split phasing at Meridian Ave E / Emerald St E has been completed.

3. Assumes the installation of a traffic signal or roundabout at Meridian Ave E / 32nd Street E as shown in the City's 6-year TIP.

4. Assumes the installation of a roundabout at Meridian Ave E/20th Street E based on the July 2021 Intersection Control Evaluation completed at the intersection.

All intersections are expected to operate at or better than LOS standards, except for the Meridian Avenue E/13th Street E and Meridian Avenue E/29th Street E intersections. These intersections are two-way stop-controlled intersection that are expected to experience excessive side street delay on the EB and WB legs for vehicles making left turns onto Meridian Avenue. The west leg of the Meridian Avenue E/13th Street E intersection is within the City of Milton and thus is not subject to Edgewood's concurrency requirements.

The LOS standards set within the Transportation Element of Edgewood's Comprehensive Plan states that "To avoid mitigation that would only serve a small volume of traffic, the City may allow two-way and one-way stop-controlled intersections to operate worse than LOS standards." Additionally, with the build-out of the parallel roadway network, vehicles will have alternative access points north and south of 13th Street E and 29th Street E that will improve access to Meridian Avenue.

Remaining Intersection Capacity

In addition to forecasting the intersection LOS, the estimated remaining trip capacity per intersection is shown in Table 5. For signalized intersections, the number of trips was calculated

by applying a consistent growth rate to all volumes (i.e. all turning movements grown by 10 percent), then testing intersection LOS. If the LOS was at or above the standard, the growth rate was continually increased until the intersection operated below the LOS standard. If trip growth does not occur uniformly by movement (which it likely will not), the actual number of additional trips that the intersection can process will be lower than those reported in Table 5.

Estimated trip capacity for TWSC intersections was estimated by proportionally increasing the side street volumes (without decreasing mainline volumes) until the intersection operations decreased below the LOS standard. This was done to show that these intersections are much more susceptible to LOS changes from a small change in volumes on side streets.

Roadway LOS

The forecasted roadway LOS is summarized in Table 6, based on the most recent intersection and roadway counts plus the pipeline development shown in Table 1 and a 1 percent annual background growth rate.

Table 6. Roadway LOS – Forecast 2028 Weekday PM Peak Hour

Roadway Segments	LOS Standard	Estimated Peak Hour Capacity ¹	2028 NB / EB LOS (v/c Ratio)	2028 SB / WB LOS (v/c Ratio)	Estimated Trips Remaining (NB/EB / SB/WB)
1. 114th Ave E, south of Jovita Blvd	C	990	A (0.13)	A (0.28)	665 / 510
2. 8th St E, east of Meridian Ave E	C	990	A (0.30)	B (0.35)	495 / 440
3. 24th St E, west of Meridian Ave E	C	990	B (0.38)	B (0.33)	410 / 465
4. 24th St E, east of Meridian Ave E	C	990	A (0.22)	A (0.19)	570 / 605
5. 24th St E, west of 122nd Ave	C	990	A (0.09)	A (0.05)	705 / 740
6. 122nd Ave E, north of 24th St E	C	990	A (0.12)	A (0.22)	675 / 575
7. 122nd Ave E, south of 24th St E	C	990	A (0.15)	B (0.27)	645 / 520
8. 32nd St E, west of Meridian Ave E	C	990	A (0.02)	A (0.01)	770 / 780
9. 36th St E, east of Chrisella Rd E	C	990	A (0.14)	A (0.02)	655 / 770
10. 48th St E, east of 122nd Ave E	C	990	A (0.16)	A (0.12)	630 / 670
11. Chrisella Rd E, south of 48th St E	C	990	A (0.13)	B (0.36)	665 / 435

Source: City of Edgewood Transportation Element

1. Based on Highway Capacity Manual Exhibit 16-14 in HCM 2010 as used in the City of Edgewood's Comprehensive Plan.

All roadway segments are expected to operate at or above the LOS standard in 2028.

Remaining Roadway Capacity

The roadway LOS is based on volume to capacity ratio, which enables a more accurate estimate of the available number of trips on each roadway. These remaining trip estimates are also provided in Table 6 and range from 410 to 780 additional vehicles per hour of available capacity.

Recommendations

Based on the results of the 2022 annual concurrency evaluation, the following strategies should continue to be a priority for the City in 2022 and beyond.

Complete the Meridian Avenue Preliminary Design Study (24th to 36th Street)

The 2023-2028 Transportation Improvement Program contains TIP Project #2 that will conduct a preliminary design study of the Meridian Avenue E (SR 161) corridor from 24th Street to 36th Street. The project will assist the City in defining the extent of the corridor “complete street” improvements such as sidewalks, bicycle facilities, and stormwater treatment and detention. The design effort will also consider intersection and access management improvements to address level of service and safety issues along this segment of the corridor.

The Meridian Avenue Preliminary Design Study has been informed by a feasibility assessment that was conducted in 2020 of installing a traffic signal or constructing a roundabout at the Meridian Avenue / 32nd Street E intersection. The traffic signal was found to not meet signal warrants, and constructing a roundabout was shown to cost more than \$2 million dollars. The roundabout would primarily benefit the approximately 30 vehicles per hour that are attempting to turn left from the west approach. Vehicles attempting to turn left from the east approach have alternative routes they could utilize during periods of heavy congestion.

Due to the costs and impacts of constructing a roundabout at the Meridian Avenue / 32nd Street E intersection, and the fact it would benefit a few vehicle trips, a more comprehensive evaluation of alternatives will be undertaken to address the LOS and safety issues along Meridian Avenue between 24th Street E and 36th Street. Alternatives could include access management treatments with complimentary designated u-turns at 24th Street E and 36th Street E intersections. A roundabout at 36th Street E, as identified in the recently adopted Chrisella Road Alternatives Assessment, will provide more benefits at a similar cost to a roundabout at 32nd Street E. The Meridian Avenue Preliminary Design Study will help the City work with WSDOT to confirm the long-term strategy for addressing operations and safety needs along this stretch of Meridian Avenue, while also identifying how any solution will support the Town Center Plan and the other planned land use growth along the corridor.

Continue Implementation of the Parallel Road Network

In addition to the Meridian Avenue Preliminary Design Study, the City should continue addressing missing segments of the parallel roadway network between 8th Street E and 20th Street E, along with 29th Street E to 36th Street E. Two of the stop-controlled intersections along Meridian Avenue at 13th Street E and 29th Street E are forecasted to operate at or below LOS standards by 2028. The expected poor performance of the intersections suggests that completion of segments of the parallel roadway network need to continue to be prioritized in the City's 6-year TIP to provide for improved access and circulation along Meridian Avenue and maintain transportation concurrency.