



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, May 2, 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.** Presentation - Puget Sound Energy Electric Supply
- B.** Equity, Diversity and Inclusion (Trainings, Planning, etc.)
- C.** City Hall Interior Paint and Wall Treatments
- D.** Traffic Control Services Contract
- E.** Custom Safety Personal Services Agreement
- F.** Strategic Planning

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: Presentation - Puget Sound Energy Electric Supply	Agenda Item #: 2.A
	For Agenda of: 5/2/2023
	Prepared by: Jeremy Metzler
Attachments (list): 1. (for packet) 2023-05-02 City of Edgewood_ESP_V3	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director 4/26/2023 Dave Gray 4/26/2023 Daryl Eidinger 4/26/2023	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 05/02/2023 SS

Summary Statement:

The Mayor has invited Puget Sound Energy (PSE) to make a presentation to the Council regarding their electrical system's existing capacity, and their plans for future use and needs in the City of Edgewood.

Item History:

N/A

Recommended Action:

Presentation Only

Fiscal Note/Consideration:

N/A

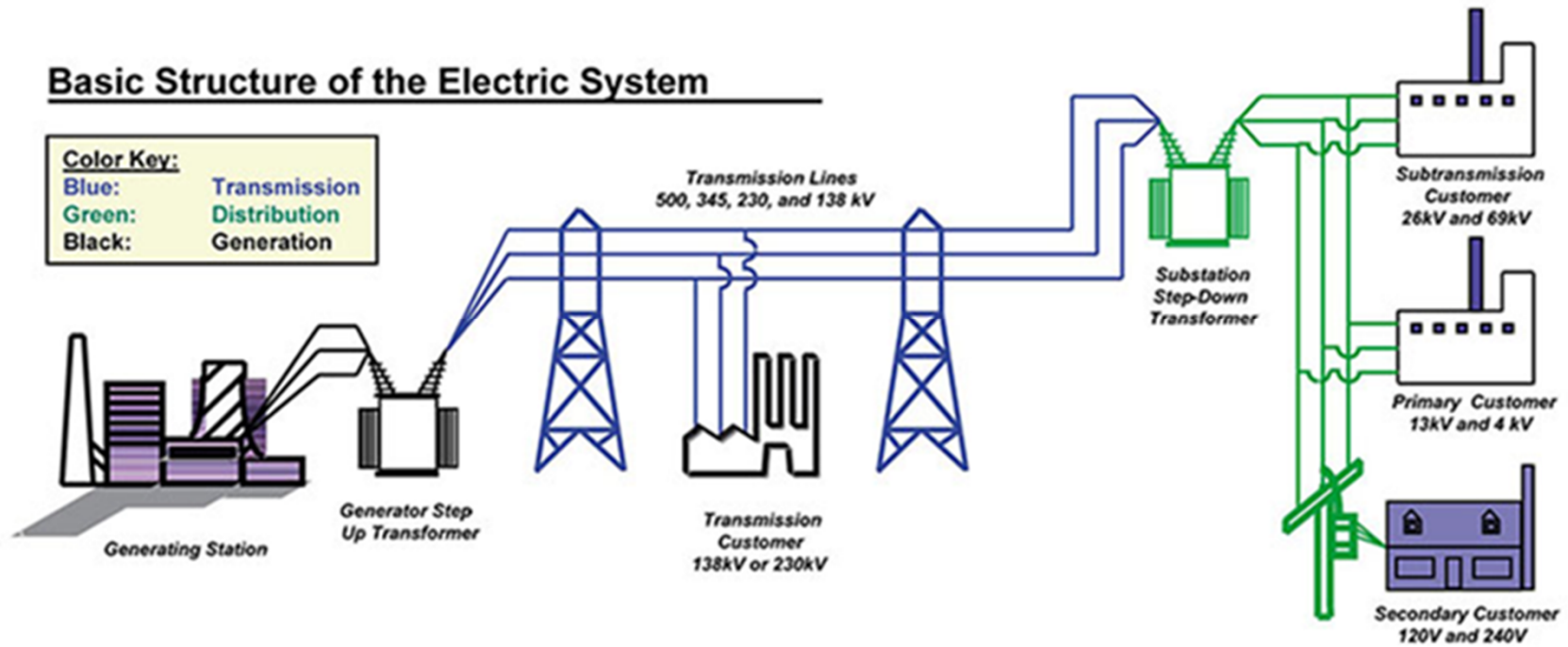
City of Edgewood – Capacity Discussion

Amy Tousley – Sr. Municipal Liaison Manager
Christine Nhan – Government Relations Manager
Colin O'Brien – Supervisor, Strategic System Planning

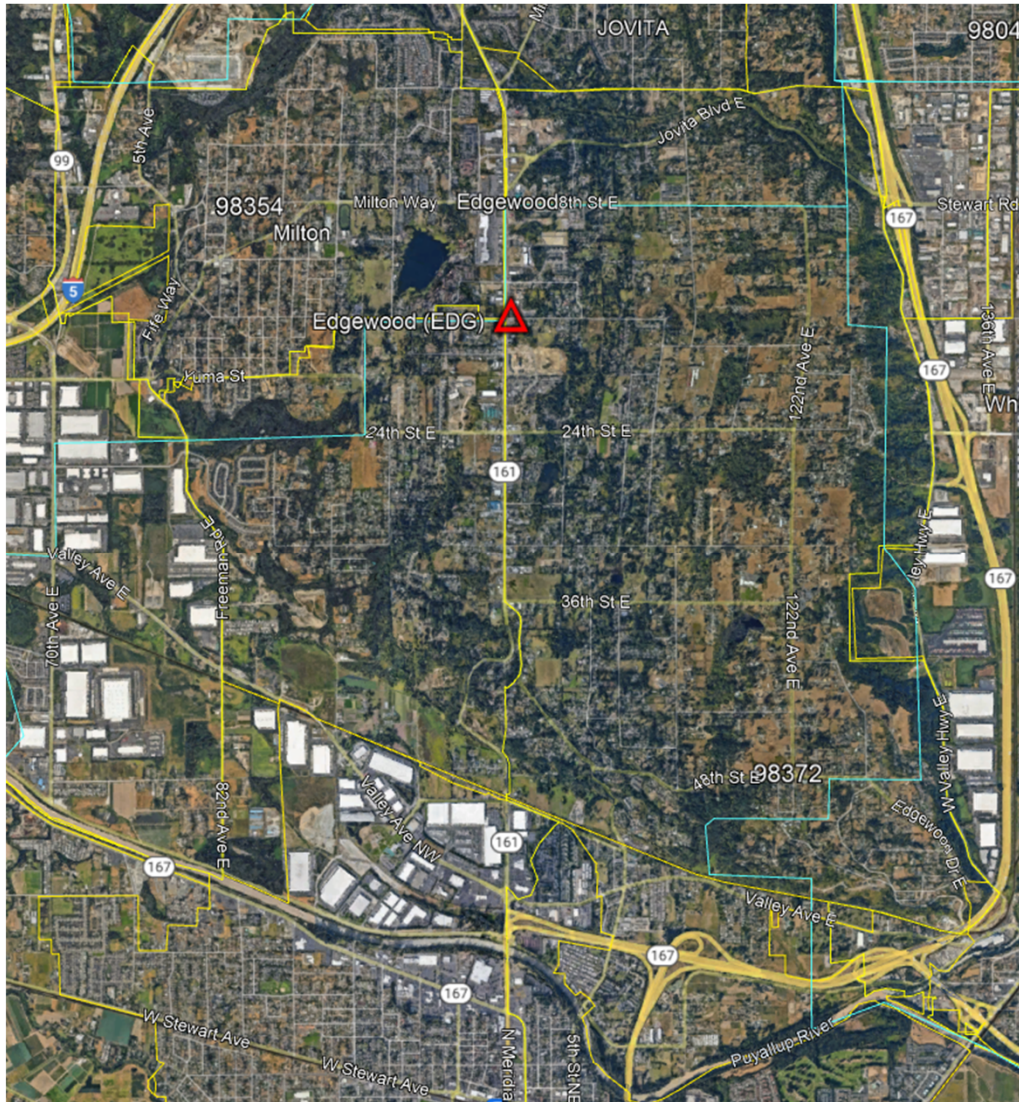


May 2, 2023

Electric System Delivery



Edgewood Substation (EDG)



EDG Substation Facts:

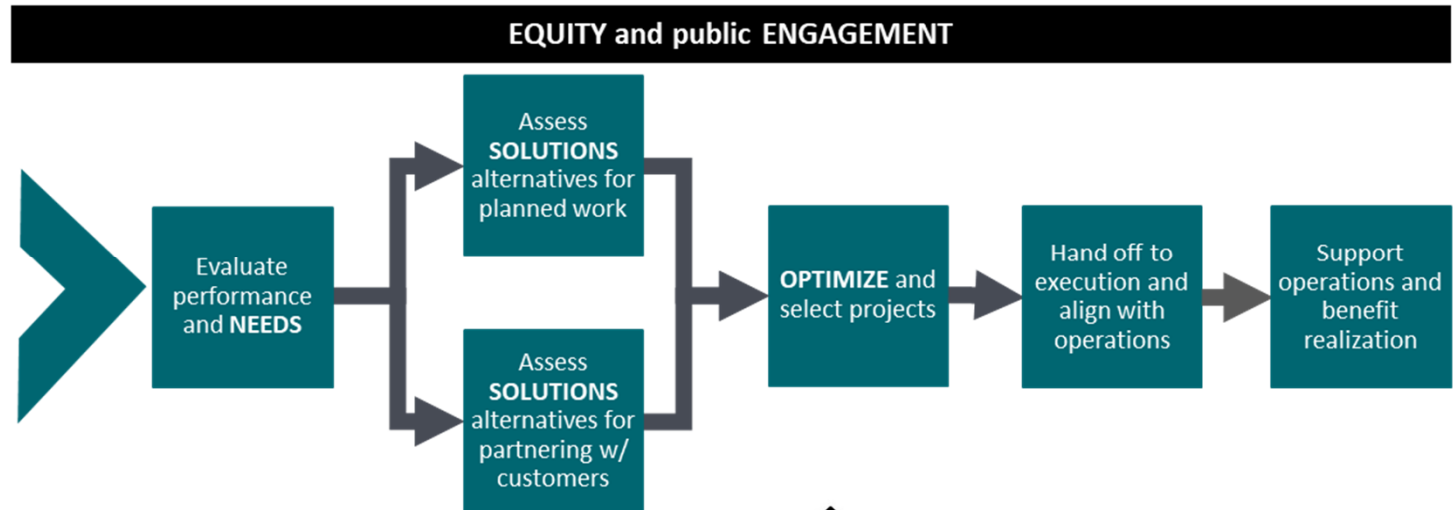
- 25 MVA Substation Bank
 - Installed in 1986
- 4 Standard 12.5kV Feeders
 - Border Tacoma Power
 - Ties to 5 adjacent substations



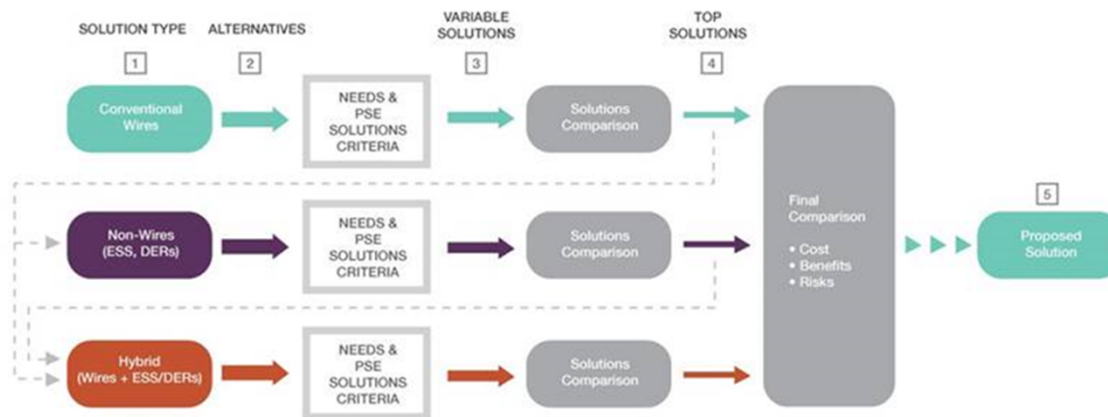
PSE Planning Process

Triggers:

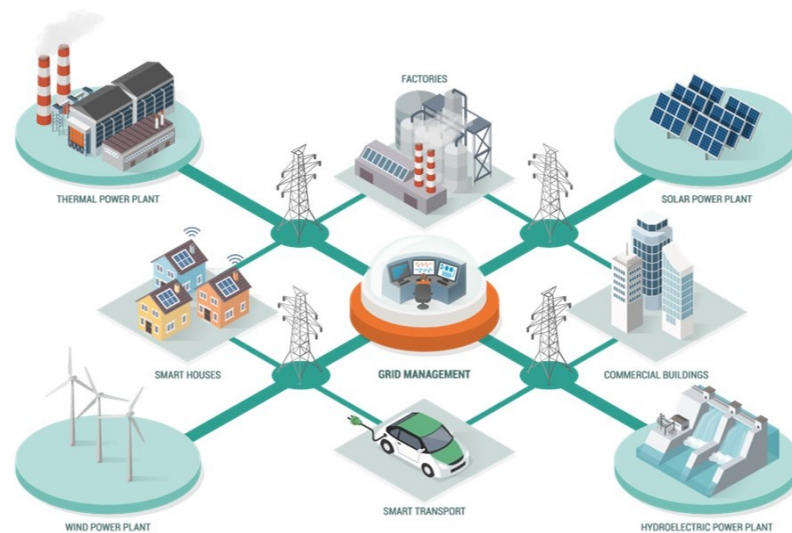
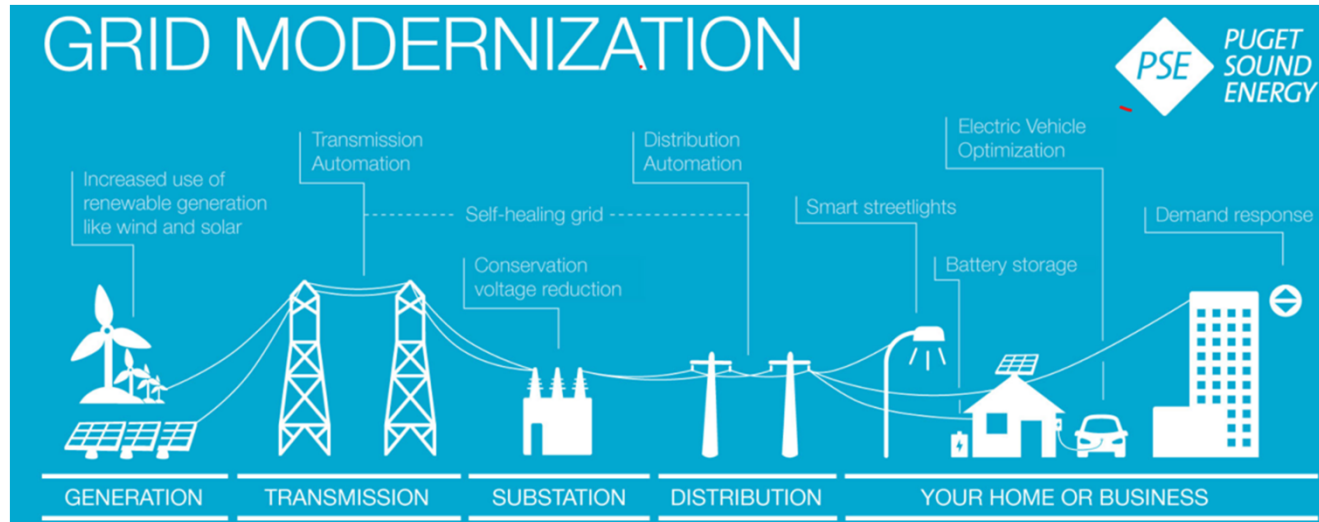
- Safety issues
- Customer requests
- Equity concerns
- Load shifts
- Delivery system modernization
- Asset health
- Asset reliability
- Asset integrity
- Compliance
- Resource integration



PSE PUGET SOUND ENERGY



Modern Grid





**City Of Edgewood
Council Agenda Summary Sheet**

Subject: Equity, Diversity and Inclusion (Trainings, Planning, etc.)	Agenda Item #: 2.B
	For Agenda of: 5/2/2023
	Prepared by: Jill Schwerzler-Herrera
Attachments (list):	
Approval of Materials: Jill Schwerzler-Herrera Rachel Pitzel, City Clerk/HR Director 4/27/2023 Dave Gray 4/27/2023 Daryl Eidinger 4/27/2023	Expenditure Required:
	Amount Budgeted:
	Timeline: Topic to be added to all future Study Sessions (see item history below)

Summary Statement:

Item History: Councilmember Buckley will host a discussion on the Puyallup Land Claims Settlement and The Medicine Creek Treaty. Please review the following Historylink article prior to the meeting: <https://www.historylink.org/file/20157>
The council has asked that this topic be discussed at all study sessions for the foreseeable future. As such, this has been a reoccurring agenda item since September of 2020.

Recommended Action:

N/A

Fiscal Note/Consideration:

N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: City Hall Interior Paint and Wall Treatments	Agenda Item #: 2.C
	For Agenda of: 5/2/2023
	Prepared by: Jeremy Metzler
Attachments (list): 1. MRSC Roster Solicitation 2. Bid Summary 3. Martinson Painting 4. Public Works Contract - Martinson Painting	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director 4/27/2023 Dave Gray 4/27/2023 Daryl Eidinger 4/27/2023	Expenditure Required: \$42,485.00 (includes sales tax) Amount Budgeted: N/A Timeline: 05/02/2023 SS 05/09/2023 RCM

Summary Statement:

On March 23, 2023, the City solicited bids via email using the MRSC Small Works Roster (attached). The City received five (5) responses by the April 10, 2023 deadline. City staff tabulated the bid results (attached), reviewed the lowest apparent bidder's proposal (attached), and determined the lowest responsive, responsible bidder was Martinson Painting, 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 contract.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding City Hall Interior Paint and Wall Treatments

Fiscal Note/Consideration:

N/A

From: [Jeremy Metzler](#)
To: [Matthew Ray](#)
Bcc: [Mahana.clipper@gmail.com](#); [ziva.officemanager@gmail.com](#); [zivabuilderstod@gmail.com](#); [Cobrapainting@hotmail.com](#); [bcpaintingandwallcovering@gmail.com](#); [bcpaintingandwallcovering@gmail.com](#); [claudia@brushnrollpaintingco.com](#); [lucero@brushnrollpaintingco.com](#); [julie@martinsonpainting.com](#); [josh@proendpainting.com](#); [ELISA@PROENDPAINTING.COM](#); [qualitypaintingnw@comcast.net](#); [APLUSPTG@comcast.net](#)
Subject: MRSC Roster Solicitation - Edgewood City Hall - Interior Paint and Wall Treatments
Date: Thursday, March 23, 2023 2:57:00 PM
Attachments: [image001.jpg](#)
[A1.0A.pdf](#)
[A1.1A.pdf](#)
[A2.2.pdf](#)
[A2.3.pdf](#)

To All Interested Parties:

The City of Edgewood is seeking a contractor to furnish necessary equipment, labor and materials perform the following scope of work at City Hall located at 2224 104th Ave E, subject to prevailing wages:

- Paint all visible Gypsum Wall Board (GWB) / drywall surfaces in the areas highlighted on the attached framing plans to match the existing paint color / finish in the entry lobby
- Move, cover, and otherwise protect all furnishings as needed to perform work described above, including returning said furnishings to pre-work condition upon completion
- Repair / refinish any damaged GWB noted above prior to painting
- Replace all existing Resilient Base that is attached to the GWB being painted above
- As an additive bid item, install protective wall board on the existing GWB surfaces marked with straight red lines on the attached plans, equal or better to [CS Acrovyn® Rigid Sheet and Trim - #A263](#)

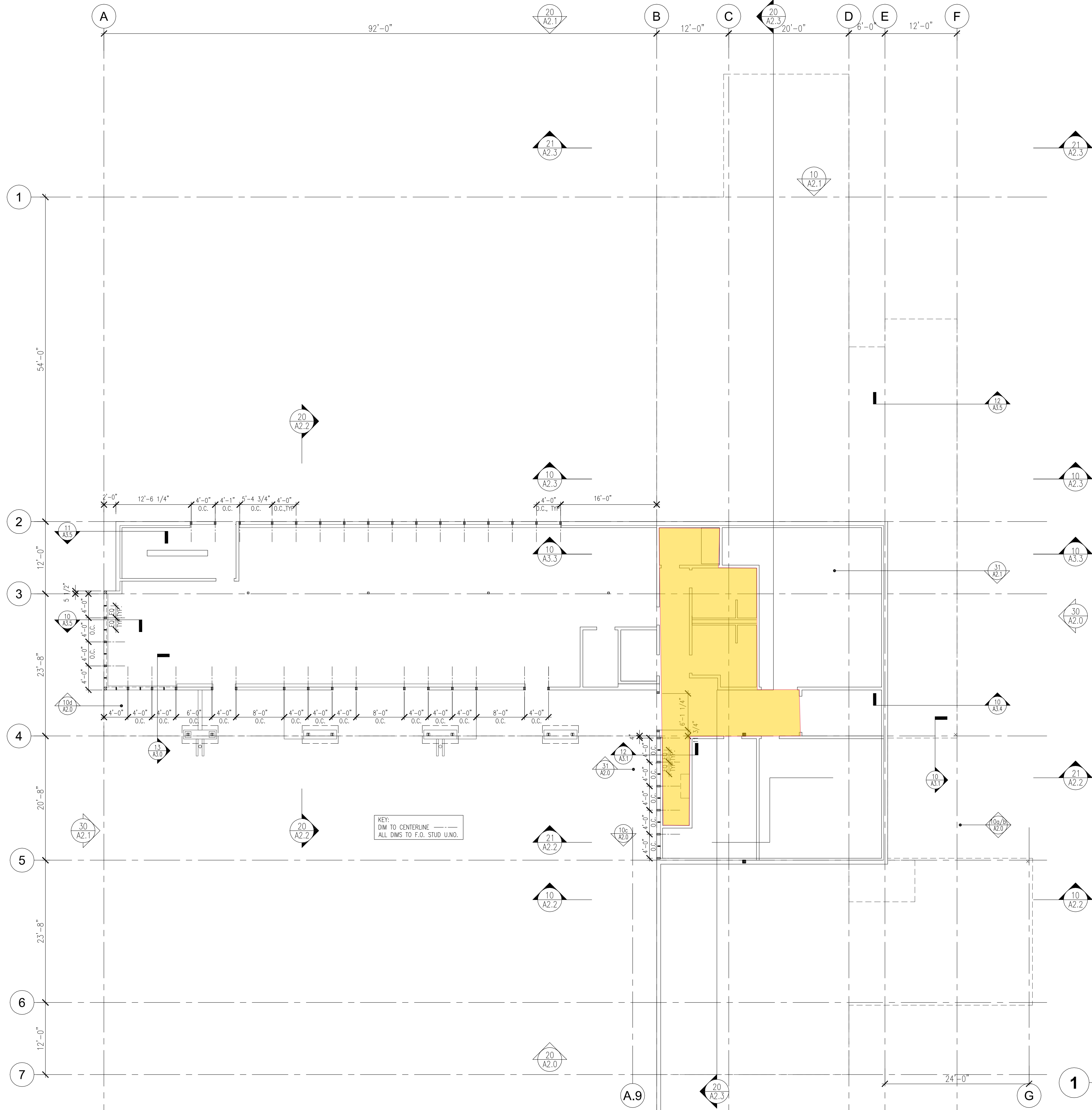
The deadline to submit your bid is Monday, April 10, 2023 at 11:00am. Please submit any questions via email to Matthew Ray, IT / Facilities Director at matthew@cityofedgewood.org no later than 5:00pm on Monday, April 3, 2023. *Interested parties are also encouraged to contact Mr. Ray and arrange a site walkthrough prior to bid submission.*



Jeremy Metzler, P.E. | Public Works Director

Direct: 253-831-4266 | City Hall: 253-952-3299
<http://cityofedgewood.org>
2224 104th Ave E., Edgewood, WA 98372

NOTICE OF PUBLIC DISCLOSURE: This e-mail is public domain. Any correspondence from or to this e-mail account may be a public record. Accordingly, this e-mail, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.



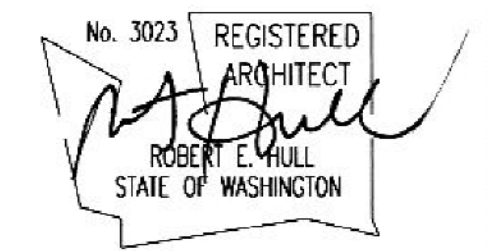
GENERAL NOTES:

- ALL CONSTRUCTION SHALL COMPLY WITH THE 2003 IBC.
- ALL APPLICABLE CODES, ORDINANCES, AND STRUCTURAL REQUIREMENTS SHALL BE MET OR EXCEEDED.
- DIMENSIONS ARE TO FACE OF CONC. OR WOOD FRAMING AND CENTERLINE OF STEEL STRUCTURE U.N.O. - DIMENSIONS NOTED AS "CLR." INDICATE CLEAR DISTANCES BETWEEN FINISHES. CONTRACTOR TO VERIFY ALL DIMENSIONS. IF ANY DIMENSIONS IN THE DRAWINGS PRESENT A CONFLICT OR CONTRADICT OTHER INFORMATION SHOWN IN THE DRAWINGS, CONTRACTOR SHALL NOTIFY THE ARCHITECT PRIOR TO PROCEEDING WITH WORK RELATED TO THE CONFLICT.
- PROVIDE HEAD FLASHINGS AND SILL PANS AT ALL WINDOW AND DOOR OPENINGS. REF. A8.9 AND SPECIFICATIONS.
- PARTITIONS AND WALLS NOT OTHERWISE DIMENSIONED SHALL BE LOCATED FLUSH WITH REFERENCE TO COLUMN OR ADJACENT WALL FACE OR WITH REFERENCE TO CENTERLINE OF COLUMN GRID.
- WHERE ON ANY OF THE DRAWINGS OR DETAILS, A PORTION OF THE WORK IS SHOWN AND/OR DETAILED, AND THE REMAINDER IS INDICATED IN OUTLINE, THE PARTS SHOWN AND/OR DETAILED SHALL APPLY TO ALL OTHER LIKE PORTIONS OF THE WORK.
- PROVIDE SUFFICIENT BLOCKING IN WALLS FOR SUPPORTING COUNTERS, CABINETS, TOILET ACCESSORIES, PLUMBING FIXTURES ETC., AS REQUIRED.

LOWER FL - PRIMARY FRAMING

1/8"=1'-0"

0623-fp.dwg



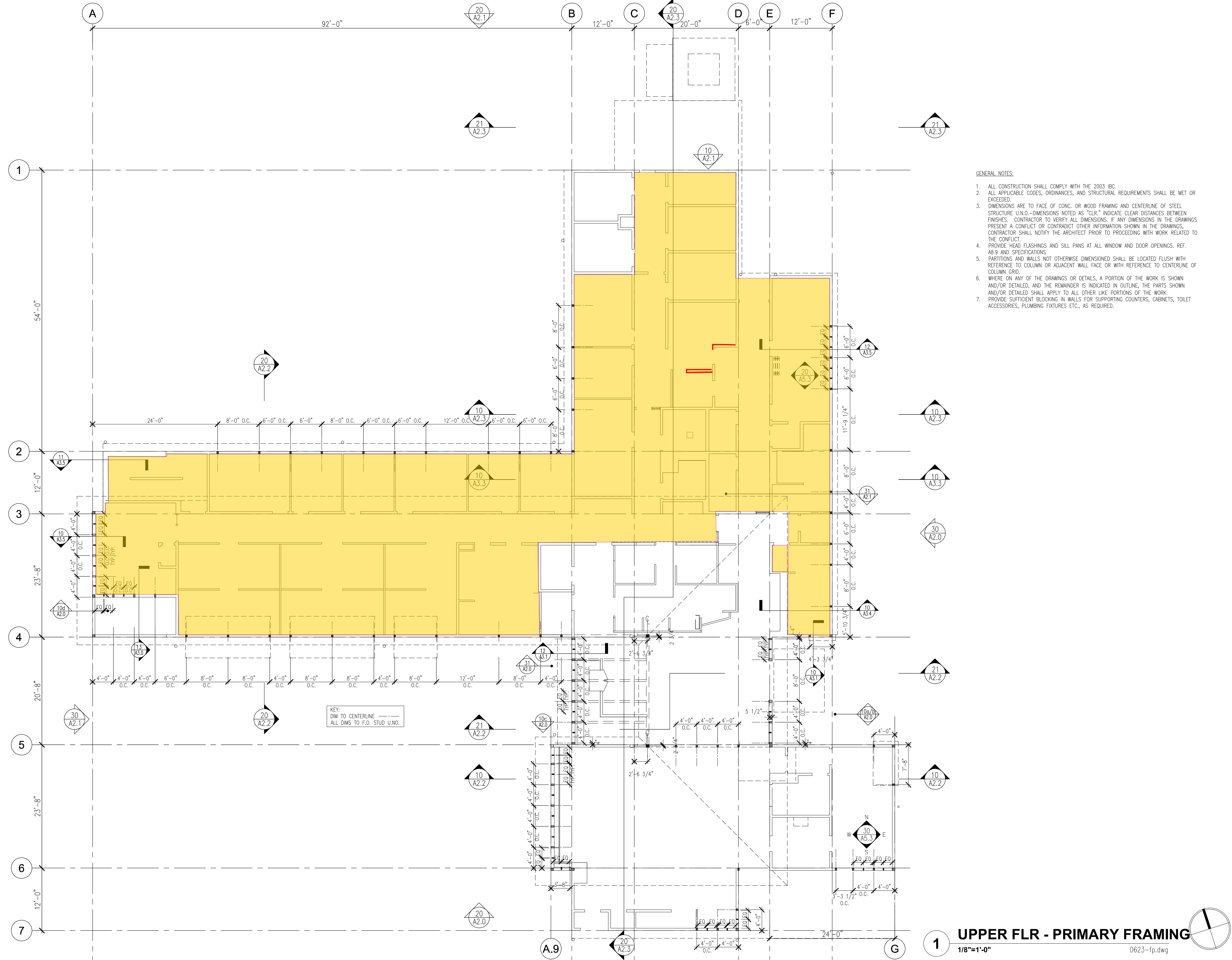
Revisions	Date

BID DOCUMENTS

Issue Date: 11 OCT 07
Drawn: -
Checked: -
M/H Project No.: 0623
Cod File: -

UPPER FLOOR
PRIMARY FRAMING PLAN

A1.1a

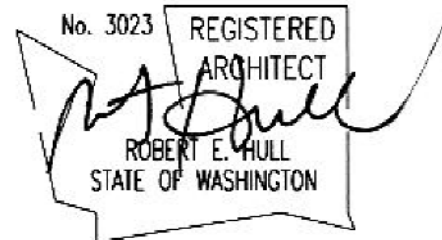


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1. ALL CONSTRUCTION SHALL COMPLY WITH THE 2003 IBC.
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 4. PROVIDE HEAD FLASHINGS AND SILL PANS AT ALL WINDOW AND DOOR OPENINGS. REF. A8.9 AND SPECIFICATIONS.
 5. PARTITIONS AND WALLS NOT OTHERWISE DIMENSIONED SHALL BE LOCATED FLUSH WITH REFERENCE TO COLUMN OR ADJACENT WALL FACE OR WITH REFERENCE TO CENTERLINE OF COLUMN GRID.
 6. WHERE ON ANY OF THE DRAWINGS OR DETAILS, A PORTION OF THE WORK IS SHOWN AND/OR DETAILED, AND THE REMAINDER IS INDICATED IN OUTLINE, THE PARTS SHOWN AND/OR DETAILED SHALL APPLY TO ALL OTHER LIKE PORTIONS OF THE WORK.
 7. PROVIDE SUFFICIENT BLOCKING IN WALLS FOR SUPPORTING COUNTERS, CABINETS, TOILET ACCESSORIES, PLUMBING FIXTURES ETC., AS REQUIRED.

CITY HALL

CITY OF EDGEWOOD

2221 MERIDIAN AVENUE EAST | EDGEWOOD, WA 98371



Revisions	Date
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ADDENDUM 01	10-29-07
ADDENDUM 02	11-01-07
ADDENDUM 03	11-08-07
ADDENDUM 04	11-13-07
REVISION 01	12-21-07

BID DOCUMENTS

Issue Date: 28 OCT 2007

Drawn: -

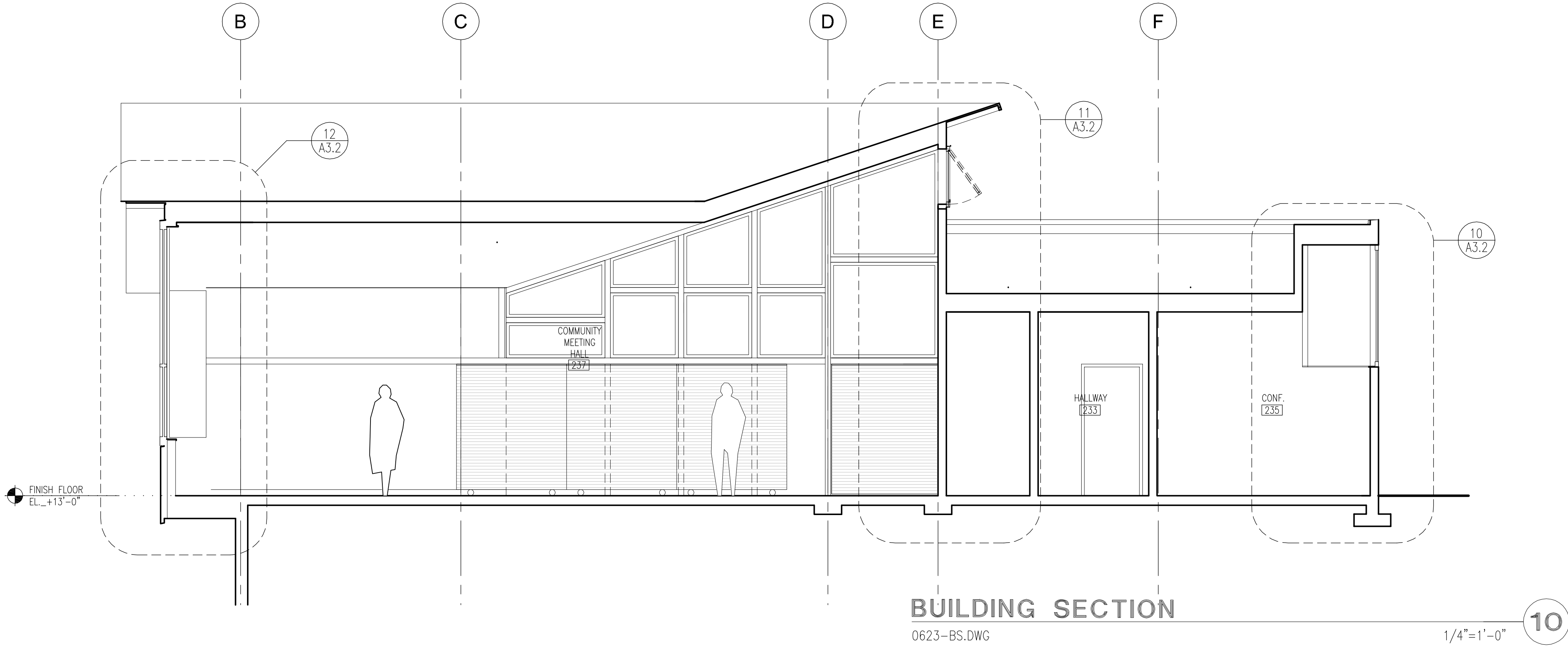
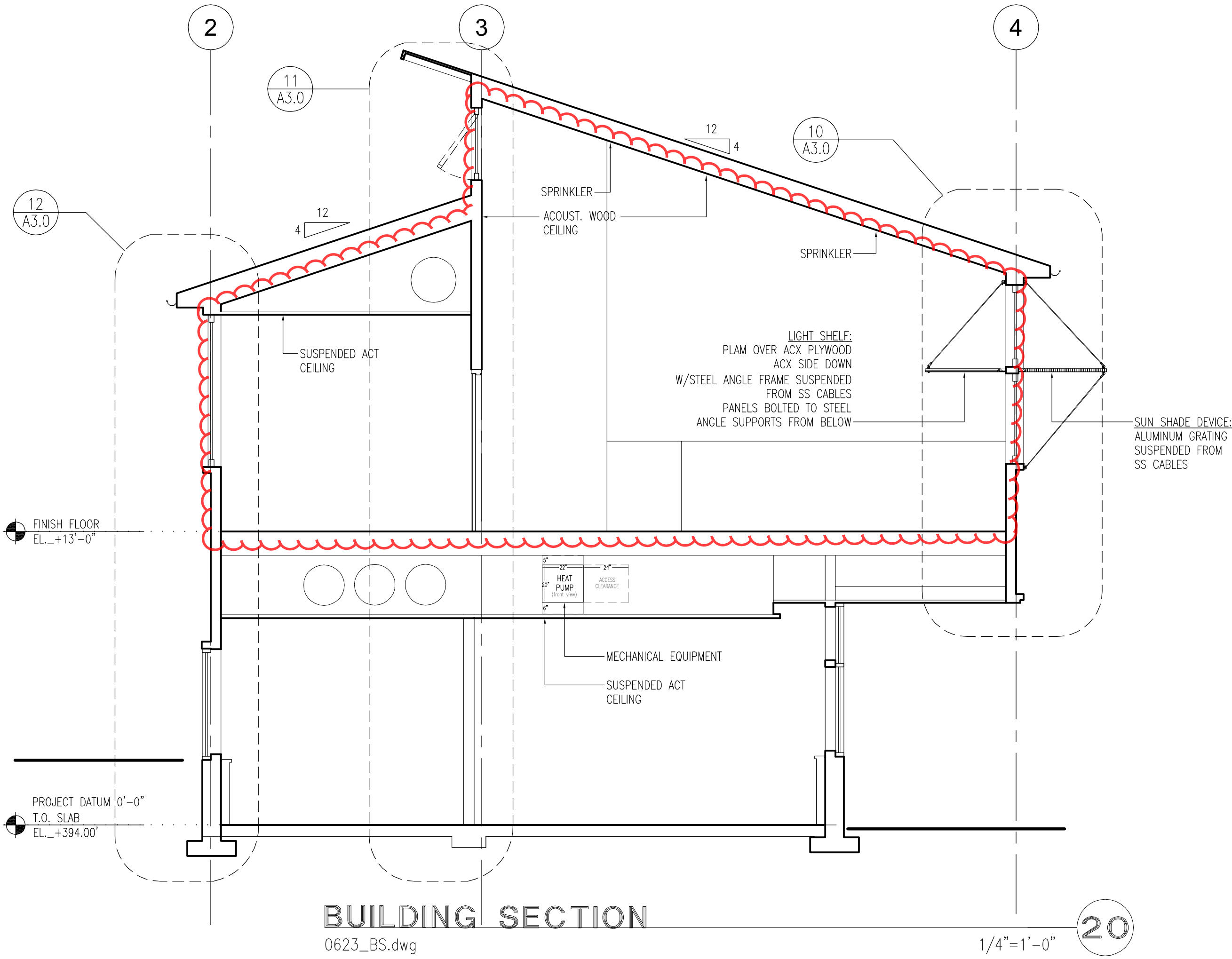
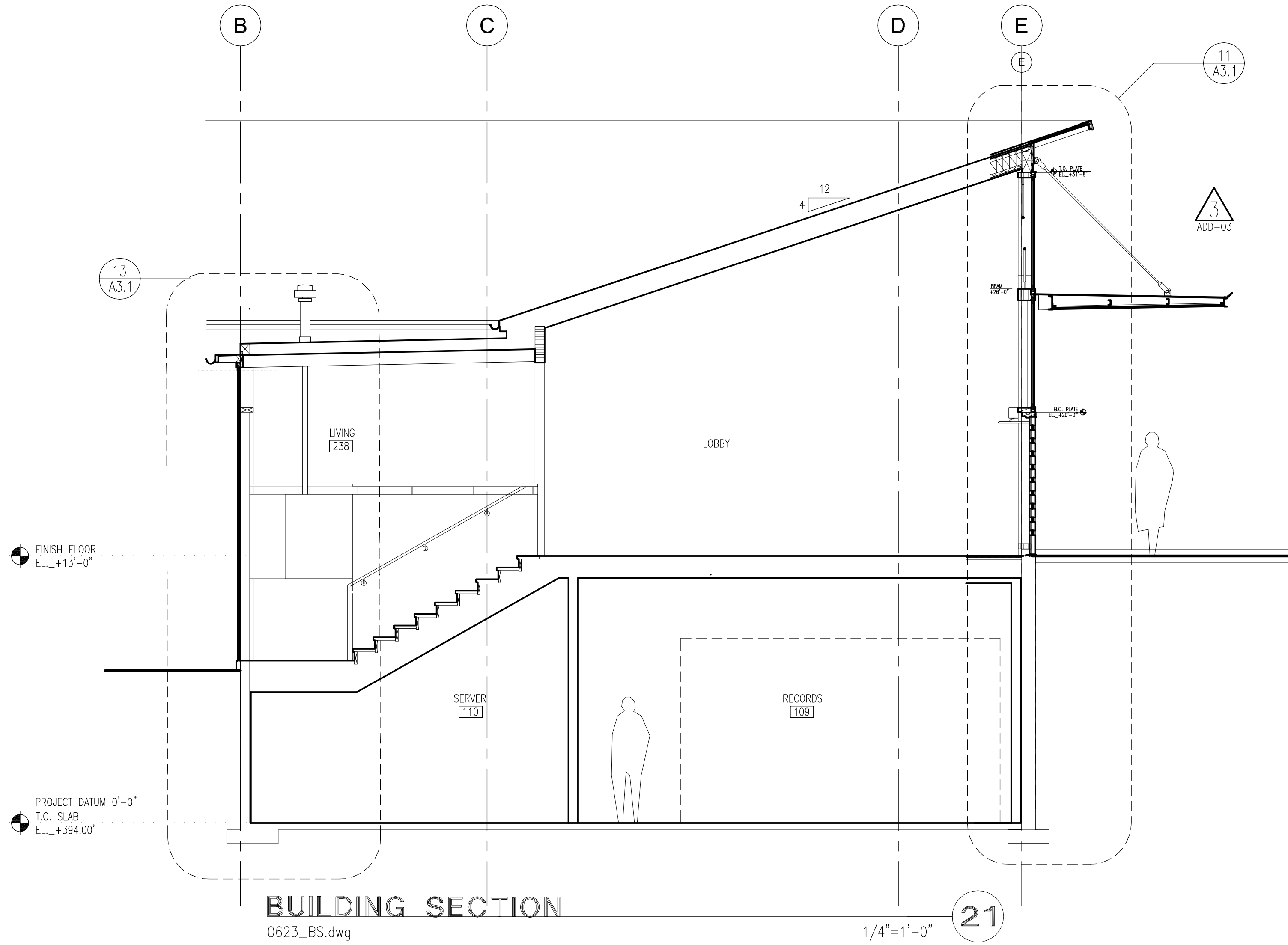
Checked: -

M|H Project No.: 0623

Cad File: -

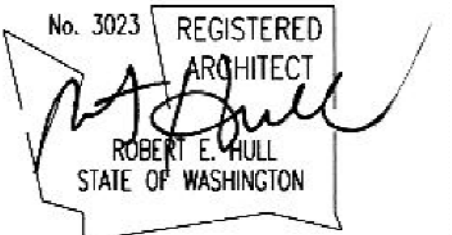
BUILDING SECTIONS

A2.2



CITY HALL
CITY OF EDGEWOOD

2221 MERIDIAN AVENUE EAST | EDGEWOOD, WA 98371



Revisions Date

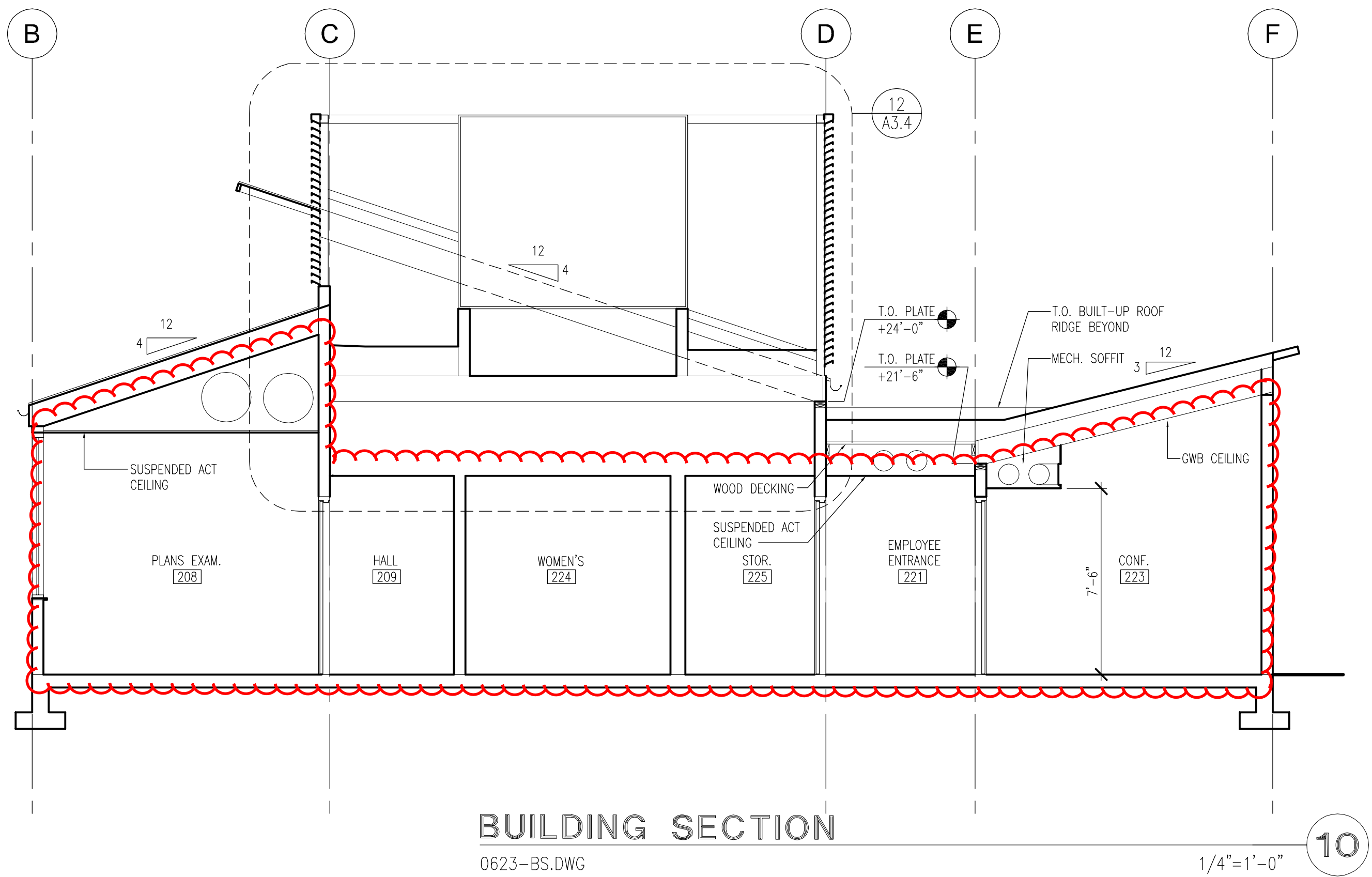
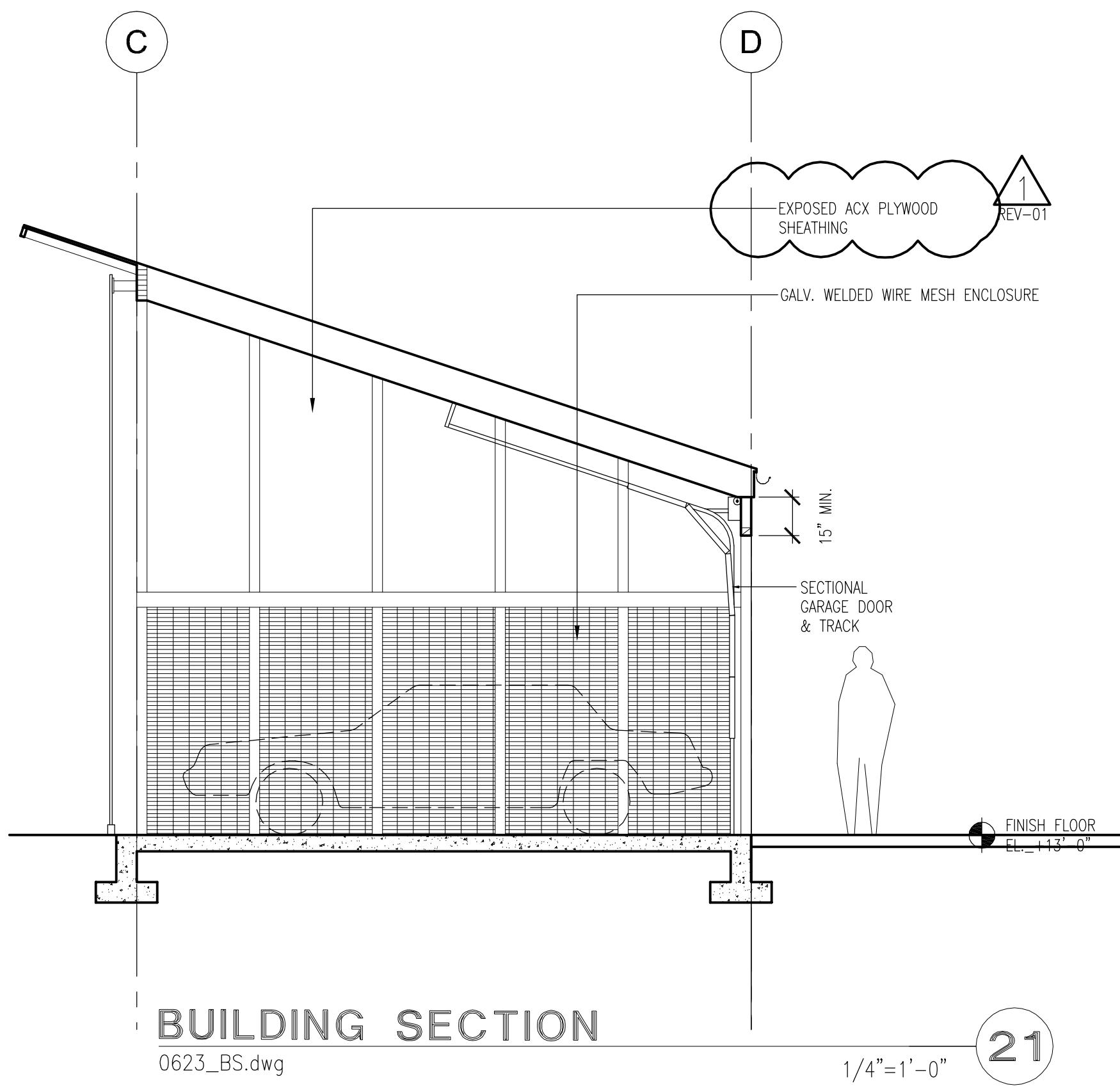
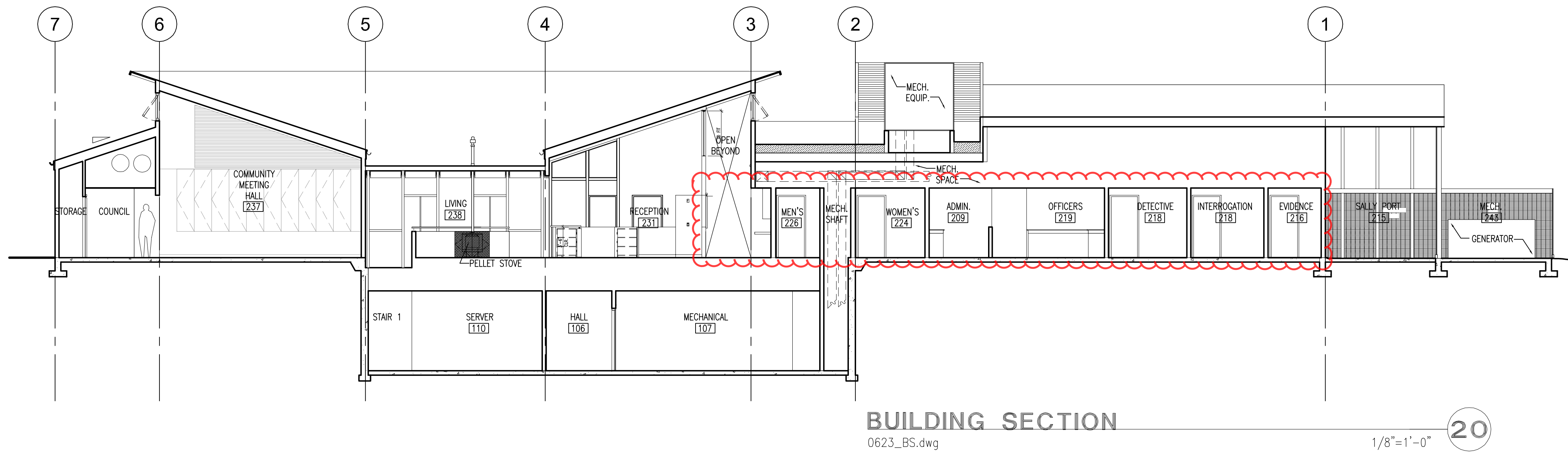
ADDENDUM 01	10-29-07
ADDENDUM 02	11-01-07
ADDENDUM 03	11-08-07
ADDENDUM 04	11-13-07
REVISION 01	12-21-07

BID DOCUMENTS

Issue Date: 28 OCT 2007
Drawn: -
Checked: -
MJH Project No.: 0623
Cod File: -

BUILDING SECTIONS

A2.3



Respondent	Martinson	Blumbeck	A+ Professional Coatings	Cobra	Brush n' Roll
Total Bid Price (pre-tax)	\$ 38,950.00	\$ 39,400.00	\$ 37,773.00	\$ 63,015.00	\$ 59,933.17
<i>Included Components:</i>					
GWB damage repair	√	√	Unclear	√	√
Two Coats of Paint	√	√	Unclear	√	√
Base replacement	√	√	√	√	Add
Wall Protection in PD	√	Add \$2,400	Add \$4,973	√	\$22,767.40
Move furniture as needed	√	√	Unclear	√	√



Estimate

2304-0313-8951

2023-04-07

Martinson Painting, LLC
PO Box 1848
Milton WA 98354
Office: (253) 777-6513 Fax: (253) 770-6042

Matthew Ray
matthew@cityofedgewood.com
(253) 392-2562

Edgewood City Hall Interior
2224 104th ave E, Edgewood, Wa, 98372

<i>Description</i>	<i>Total</i>
<u>Interior GWB Walls, Ceilings, Base, and Wall Protection</u>	\$38,950.00
• Mask and cover all surrounding surfaces and areas • Pull face plates, cans, etc. • Move furniture as needed (some will have been moved by city) • All wall hanging objects will have been removed by city • Move desks, etc. back in place once painted • City's responsibility to disconnect computers and move breakables • Drywall nick and ding repair • Spot prime nick and ding repair • * Remove old base trim in areas to be painted, prep, and install new RB after painting • Clean up and re-caulk at door frames where needed • Apply 2 coats to walls and ceilings with same product used in reception area • Paint around book shelving and cubicle partitions in Open area Offices • Base will be installed when there is 200 lineal feet ready per section (City Provides Color) • Install wall protection equal or better to CS Acrovyn Rigid Sheet and Trim #A623 in Police Front Reception Area • Assuming designated areas will be cleared out for work in sections and completed before being put back together • Assuming Prevailing Wage Pricing	

<i>Subtotal</i>	\$38,950.00
<i>Tax</i>	\$3,895.00
<i>Total</i>	\$42,845.00

Thank you for the opportunity to bid this project. If you have any questions please feel free to call me.

Joey Falvey
Cell: 206-769-3270
Office: (253) 777-6513
joey@martinsonpainting.com

<https://www.martinsonpainting.com>

For project specific question or concerns please contact:

Tommy - Project Manager (253) 381-1711 Brynna - Assistant Project Manager (253) 777-6513



PAINTING
CONTRACTORS
ASSOCIATION



mbapierce
« MASTER BUILDERS »

Signature _____ Date _____

Acceptance And Payment Terms: This proposal ("Proposal") is for Martinson Painting, LLC ("Martinson Painting") to provide the work described below (the "Work") in accord with the terms stated below. This Proposal may be accepted by the Customer by physical or electronic signature on this Proposal and the Notice to Customer.

Unless otherwise noted in the scope of Work, the agreement between Martinson Painting and Customer consists of this Proposal and the General Conditions (this "Agreement") and will be effective as of the date that both Martinson Painting and Customer sign this Proposal.

Exclusions: This Agreement covers only those items as described in the contract. Any additional work, changes to the work (including color changes) will be addressed and agreed upon as they occur and will be subject to the changed and additional work provisions of the General Conditions to this Agreement.

Additional Information: Martinson Painting is not responsible if Customer does not like a paint color that has been previously approved. Customer acknowledges that paint and/or stain colors can vary from sample to sample, that all samples are 'representative' only and that exact color matches may vary. Customer's approval of a sample shall be an acceptance of the product color.

We are not responsible for poor drywall, wood quality, substrate flaws, etc. However, we will gladly take care of any of the above issues at a fair price in accord with the terms of this Agreement.

Martinson Painting abides by all PDCA Standards. www.pdca.org/about-pdca/industry-standards

Clean Up: Martinson Painting shall only be responsible for cleaning and maintaining the area in which the work is performed. Martinson Painting will remove and dispose of all debris generated in the performance of the work including removal and disposal of all protective coverings. At the completion of the work, Martinson Painting will sweep and perform an initial 'wipe down' of the work area. Owner understands that dust will continue to settle after Martinson Painting completes its scope of work.

Contract Price: The pricing quoted in this Proposal is only effective for 30 days from the date of this Proposal and is thereafter subject to renegotiation and pricing changes.

Extra Work: The client/owner, without invalidating this Agreement, may order additional or changed Work in accord with the provisions of this Agreement.

Before Job Starts: Before Martinson Painting is on the job, we need to be informed of all requirement to access the work site including alarm codes, keys, etc. Martinson Painting needs to know who is going to be coming and going in and out of the work area to maintain security and safety.

Acceptance of Proposal: By my signature below, I accept the terms, exclusions, and conditions of this contract including the Notice To Customer attached below. I further represent that I have full legal authority to execute this Agreement:

General Conditions To The Agreement

1. **BUILDING CODES.** In the event that a building department or other government agency subsequently requires work to be performed by Martinson Painting that is not described within the agreed scope of this Agreement, or in the event that Martinson Painting uncovers or discovers defects or problems in the existing structure which should be corrected to conform to safety requirements or standard construction practices. If such conditions affecting the work are observed, Martinson Painting will advise the Customer of any necessary changes in the required work and proceed to perform such changes as extra work in accord with the requirements of Section 4 below.

2. **SCHEDULING.** Martinson Painting will expeditiously complete the work, subject to availability of materials and access to the work site. Any completion date contained in this Agreement is only an estimate and cannot be guaranteed. Estimates provided for completion of the work are for planning purposes only and represent Martinson Painting's best estimate of the time required but may vary depending upon factors outside of Martinson Painting's control including the availability of paint, equipment, and other factors.
3. **CORRECTION OR COMPLETION OF WORK.** Prior to making final payment, the Customer may personally review the work performed by Martinson Painting and make note(s) of any items which the Customer believes need to be corrected or completed. This is called a punch list. The punch list shall be signed by the Customer. There will be only one punch list. Martinson Painting shall be given reasonable access and opportunity to perform all work identified on the punch list. The Customer shall not offset the cost of completing any work stated on the punch list against any balance owed to the Martinson Painting. All further work other than the items included on the punch list shall be performed as warranty work as provided for in Paragraph 6 of this Agreement. Any accrued balance owing and unpaid to Martinson Painting, regardless of whether the amount in dispute is liquidated or unliquidated, shall bear an interest of 12% per annum from the date of invoice.
4. **CHANGES IN THE WORK.** The Customer may request changes, additions, or modifications in the scope of work or other modifications of the Agreement. These requests may be agreed upon orally ("Extra Work") or in writing. If agreed upon in writing, such changes or modifications shall be identified and agreed upon in a written change order ("Change Order") prepared by the Martinson Painting and signed by both parties. The "markup" rates applicable to Extra Work include all charges for profit, overhead, and other indirect costs applicable to the Extra Work.

Labor Rate: Unless otherwise agreed in writing and signed by both parties, all Extra Work and Change Orders performed by Martinson Painting shall be billed by Martinson Painting at a flat labor charge of \$65.00 per hour or as otherwise agreed in writing. The flat hourly labor charge applied to Extra Work may be substantially more or less than the actual cost of labor to Martinson Painting, and includes Martinson Painting's labor burden, indirect costs, overhead and profit.

Materials: Materials and consumable products incorporated into the Extra Work will be billed at cost plus 20% markup.

Subcontractors, Equipment, and other Direct Costs: will be billed at cost plus 15% markup.

1. **DISPUTES AND REMEDIES.** If a dispute should arise between the parties, the parties shall promptly meet and attempt in good faith to resolve it. Openness, fairness, and good faith are required of both parties. Any unsettled disputes between the parties shall be decided by an action filed in an appropriate court of jurisdiction. In the event a dispute or lawsuit arises and one or both parties seek and receive the assistance of legal counsel, the prevailing party shall be paid attorney fees and costs by the non-prevailing party.
2. **WARRANTY.** Martinson Painting warrants that all labor, materials, and taxes will be paid for, and there will be no potential lien claimants upon the completion of the work and final payment by the Customer. All work will be performed in a commercially reasonable manner and there will be no defects in workmanship. Martinson Painting will promptly return to the project and repair or replace, as reasonably necessary, any defect in workmanship at Martinson Painting's sole expense. Martinson Painting's warranty obligations expires without notice twelve (12) months (the "Warranty Period") from the date of substantial completion of the scope of work required by this Agreement.

Exclusions to the warranty: Flat surfaces, such as decks and exposed railing surfaces; any work done with homeowner supplied paint or materials; bubbling, chipping, or cracking of the paint that is determined to be caused by the condition of the substrate; areas damaged by any natural disaster, extreme weather conditions, flooding; areas subject to standing water (such as deck or railing surfaces); areas of high moisture intrusion; or any conditions that are outside manufacturer's label warranty.

Any legal or equitable claim or cause of action asserted by the Customer related directly or indirectly to the work performed under this Agreement must accrue and be filed as a lawsuit within four (4) months of the expiration of the Warranty Period. If a lawsuit is not so filed, or if any cause of action related to this Agreement does not accrue within four (4) months of the expiration of the Warranty Period, then all legal rights to pursue any such claim or cause of action related to this Agreement is forever waived. →Warranty work performed by Martinson Painting does not extend the Warranty Period. The warranty obligation is void if a person or firm other than Martinson Painting performs or re-performs any work within the scope of this Agreement. Martinson Painting is not responsible for consequential damages of any kind. This warranty is non-transferable. THIS WARRANTY IS GIVEN IN LIEU OF ANY EXPRESS OR IMPLIED WARRANTIES OTHERWISE PROVIDED UNDER THE LAWS OF WASHINGTON, INCLUDING ANY WARRANTIES OF FITNESS, MERCHANTABILITY OR HABITABILITY.

Manufactured or consumer products such as paint, roofing materials, siding, hardware, windows, fixtures, etc. are not warranted by Martinson Painting. If a customer encounters a defect in a manufactured or supplied product, Martinson Painting agrees to assign whatever manufacturer's or supplier's warranties to the Customer and assist the Customer in securing repair or replacement of these products pursuant to the particular manufacturer's or supplier's warranty, if any.

1. HAZARDOUS WASTE. The Martinson Painting is not responsible for the discovery or removal of asbestos or other hazardous waste. If asbestos or other hazardous waste is discovered during the course of the Martinson Painting's work, the Martinson Painting shall promptly notify the Customer and the applicable governmental agency. It shall thereafter be the Customer's responsibility to contact a certified hazardous waste removal Martinson Painting in order to perform all asbestos or hazardous waste removal.
2. NOTICE TO CUSTOMER: .State law requires Martinson Painting to inform you of your legal rights concerning compliance with Martinson Painting registration requirements in the State of Washington. The "Notice To Customer" required by Washington statute RCW 18.27.114 follows:

NOTICE TO CUSTOMER This contractor is registered with the state of Washington, registration no. MARTIPL959NU and has posted with the state a bond or deposit of \$6,000.00 for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business. The expiration date of this contractor's registration is September 28 each year and is required to be renewed annually. THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT. This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims up to \$6,000.00 that you and other customers, suppliers, subcontractors, or taxing authorities may have. FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT. You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help ensure that your project will be completed as required by your contract. YOUR PROPERTY MAY BE LIENED. If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may be liened to force payment and you could pay twice for the same work. FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR

SUBCONTRACTOR ON YOUR PROJECT. The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries. I have received a copy of this disclosure statement.

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 Martinson Painting, LLC (“Contractor”), a limited liability 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:

EDGEWOOD CITY HALL – INTERIOR PAINT AND WALL TREATMENTS, to include furnishing all labor, materials and equipment necessary for the following scope of work at City Hall located at 2224 104th Avenue East, subject to prevailing wages:

- *Paint all visible Gypsum Wall Board (GWB) / drywall surfaces in the areas highlighted on the attached plans to match the existing paint color / finish in the entry lobby*
- *Move, cover, and otherwise protect all furnishings as needed to perform work described above, including returning said furnishings to pre-work condition upon completion*
- *Repair / refinish any damaged GWB noted above prior to painting*
- *Replace all existing Resilient Base that is attached to the GWB being painted above*
- *Install protective wall board on the existing GWB surfaces marked with straight red lines on the attached plans, equal or better to CS Acrovyn® Rigid Sheet and Trim - #A263*

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: Matthew Ray
Phone: (253) 392-2562
Email: matthew@cityofedgewood.org

CONTRACTOR:
Martinson Painting, LLC
Attn: Joey Falvey
PO Box 1848
Milton, WA 98354
Phone: 206-769-3270
Email: joey@martinsonpainting.com

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 10 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 Payment Bonds
 - 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 work on days and at times to be agreed to with the City prior to commencement of work.
- (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.

- (10) Work Performed at the Contractor's Risk. The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-Contractors in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Contractor's own risk, and the Contractor shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Contractor for use in connection with the work.
- (11) Standard of Care. Contractor represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Contractor under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

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://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates>. 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 and compliance with laws.*

- (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) The Contractor agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- (3) Contractor shall obtain a City business license prior to receipt of written Notice to Proceed.
- (4) 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. Contractor shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.
- B. 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 \$42,845.00 including all applicable taxes.
 - ☐ Unit prices set forth in the Contractor's proposal; not to exceed _____ plus all applicable taxes.
- C. 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.
- D. All invoices shall be submitted for work after it has been performed, and paid by City warrant within sixty (60) days of receipt of a proper invoice, except those required to be withheld by law or agreed to in special contract provisions. If the City objects to all or any portion of any invoice, it shall so notify the Contractor of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.
- E. 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.
- F. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.
- G. Contractor shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

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. **Warranty.** Upon acceptance of the contract work, Contractor must provide the City a one-year warranty bond in a form and amount acceptable to the City. The Contractor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.
11. **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.

12. **Term and Termination of Contract.** This Agreement shall be in full force and effect for a period commencing upon execution and ending **June 30, 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.
13. **Suspension.** The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Contractor's reasonable expenses, and shall be subject to verification. The Contractor shall resume performance of services under this Agreement without delay when the suspension period ends.
14. **Notice of Termination or Suspension.** If delivered to the Contractor in person, termination shall be effective immediately upon the Contractor's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Contractor in writing upon one week's advance notice to Contractor. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Contractor at the address set forth in Section 4 herein.
15. **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.

16. 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 written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- (2) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury, advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability Insurance.

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.

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 Agreement 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 insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance: The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance 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

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this 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 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.

17. Claims for damages.

- A. Excluded situations. The City shall not be responsible for delays caused by 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, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

18. **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.
19. **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.
20. **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.
21. **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.
22. **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' authorized representatives. 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.

23. **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.
24. **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.
25. **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

CONTRACTOR

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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 _____



Estimate

2304-0313-8951

2023-04-07

Martinson Painting, LLC
PO Box 1848
Milton WA 98354
Office: (253) 777-6513 Fax: (253) 770-6042

Matthew Ray
matthew@cityofedgewood.com
(253) 392-2562

Edgewood City Hall Interior
2224 104th ave E, Edgewood, Wa, 98372

<i>Description</i>	<i>Total</i>
<u>Interior GWB Walls, Ceilings, Base, and Wall Protection</u>	\$38,950.00
• Mask and cover all surrounding surfaces and areas • Pull face plates, cans, etc. • Move furniture as needed (some will have been moved by city) • All wall hanging objects will have been removed by city • Move desks, etc. back in place once painted • City's responsibility to disconnect computers and move breakables • Drywall nick and ding repair • Spot prime nick and ding repair • * Remove old base trim in areas to be painted, prep, and install new RB after painting • Clean up and re-caulk at door frames where needed • Apply 2 coats to walls and ceilings with same product used in reception area • Paint around book shelving and cubicle partitions in Open area Offices • Base will be installed when there is 200 lineal feet ready per section (City Provides Color) • Install wall protection equal or better to CS Acrovyn Rigid Sheet and Trim #A623 in Police Front Reception Area • Assuming designated areas will be cleared out for work in sections and completed before being put back together • Assuming Prevailing Wage Pricing	

<i>Subtotal</i>	\$38,950.00
<i>Tax</i>	\$3,895.00
<i>Total</i>	\$42,845.00

Thank you for the opportunity to bid this project. If you have any questions please feel free to call me.

Joey Falvey
Cell: 206-769-3270
Office: (253) 777-6513
joey@martinsonpainting.com

<https://www.martinsonpainting.com>

For project specific question or concerns please contact:

Tommy - Project Manager (253) 381-1711 Brynna - Assistant Project Manager (253) 777-6513



PAINTING
CONTRACTORS
ASSOCIATION



mbapierce
« MASTER BUILDERS »

Signature _____ Date _____

Acceptance And Payment Terms: This proposal ("Proposal") is for Martinson Painting, LLC ("Martinson Painting") to provide the work described below (the "Work") in accord with the terms stated below. This Proposal may be accepted by the Customer by physical or electronic signature on this Proposal and the Notice to Customer.

Unless otherwise noted in the scope of Work, the agreement between Martinson Painting and Customer consists of this Proposal and the General Conditions (this "Agreement") and will be effective as of the date that both Martinson Painting and Customer sign this Proposal.

Exclusions: This Agreement covers only those items as described in the contract. Any additional work, changes to the work (including color changes) will be addressed and agreed upon as they occur and will be subject to the changed and additional work provisions of the General Conditions to this Agreement.

Additional Information: Martinson Painting is not responsible if Customer does not like a paint color that has been previously approved. Customer acknowledges that paint and/or stain colors can vary from sample to sample, that all samples are 'representative' only and that exact color matches may vary. Customer's approval of a sample shall be an acceptance of the product color.

We are not responsible for poor drywall, wood quality, substrate flaws, etc. However, we will gladly take care of any of the above issues at a fair price in accord with the terms of this Agreement.

Martinson Painting abides by all PDCA Standards. www.pdca.org/about-pdca/industry-standards

Clean Up: Martinson Painting shall only be responsible for cleaning and maintaining the area in which the work is performed. Martinson Painting will remove and dispose of all debris generated in the performance of the work including removal and disposal of all protective coverings. At the completion of the work, Martinson Painting will sweep and perform an initial 'wipe down' of the work area. Owner understands that dust will continue to settle after Martinson Painting completes its scope of work.

Contract Price: The pricing quoted in this Proposal is only effective for 30 days from the date of this Proposal and is thereafter subject to renegotiation and pricing changes.

Extra Work: The client/owner, without invalidating this Agreement, may order additional or changed Work in accord with the provisions of this Agreement.

Before Job Starts: Before Martinson Painting is on the job, we need to be informed of all requirement to access the work site including alarm codes, keys, etc. Martinson Painting needs to know who is going to be coming and going in and out of the work area to maintain security and safety.

Acceptance of Proposal: By my signature below, I accept the terms, exclusions, and conditions of this contract including the Notice To Customer attached below. I further represent that I have full legal authority to execute this Agreement:

General Conditions To The Agreement

1. **BUILDING CODES.** In the event that a building department or other government agency subsequently requires work to be performed by Martinson Painting that is not described within the agreed scope of this Agreement, or in the event that Martinson Painting uncovers or discovers defects or problems in the existing structure which should be corrected to conform to safety requirements or standard construction practices. If such conditions affecting the work are observed, Martinson Painting will advise the Customer of any necessary changes in the required work and proceed to perform such changes as extra work in accord with the requirements of Section 4 below.

2. **SCHEDULING.** Martinson Painting will expeditiously complete the work, subject to availability of materials and access to the work site. Any completion date contained in this Agreement is only an estimate and cannot be guaranteed. Estimates provided for completion of the work are for planning purposes only and represent Martinson Painting's best estimate of the time required but may vary depending upon factors outside of Martinson Painting's control including the availability of paint, equipment, and other factors.
3. **CORRECTION OR COMPLETION OF WORK.** Prior to making final payment, the Customer may personally review the work performed by Martinson Painting and make note(s) of any items which the Customer believes need to be corrected or completed. This is called a punch list. The punch list shall be signed by the Customer. There will be only one punch list. Martinson Painting shall be given reasonable access and opportunity to perform all work identified on the punch list. The Customer shall not offset the cost of completing any work stated on the punch list against any balance owed to the Martinson Painting. All further work other than the items included on the punch list shall be performed as warranty work as provided for in Paragraph 6 of this Agreement. Any accrued balance owing and unpaid to Martinson Painting, regardless of whether the amount in dispute is liquidated or unliquidated, shall bear an interest of 12% per annum from the date of invoice.
4. **CHANGES IN THE WORK.** The Customer may request changes, additions, or modifications in the scope of work or other modifications of the Agreement. These requests may be agreed upon orally ("Extra Work") or in writing. If agreed upon in writing, such changes or modifications shall be identified and agreed upon in a written change order ("Change Order") prepared by the Martinson Painting and signed by both parties. The "markup" rates applicable to Extra Work include all charges for profit, overhead, and other indirect costs applicable to the Extra Work.

Labor Rate: Unless otherwise agreed in writing and signed by both parties, all Extra Work and Change Orders performed by Martinson Painting shall be billed by Martinson Painting at a flat labor charge of \$65.00 per hour or as otherwise agreed in writing. The flat hourly labor charge applied to Extra Work may be substantially more or less than the actual cost of labor to Martinson Painting, and includes Martinson Painting's labor burden, indirect costs, overhead and profit.

Materials: Materials and consumable products incorporated into the Extra Work will be billed at cost plus 20% markup.

Subcontractors, Equipment, and other Direct Costs: will be billed at cost plus 15% markup.

1. **DISPUTES AND REMEDIES.** If a dispute should arise between the parties, the parties shall promptly meet and attempt in good faith to resolve it. Openness, fairness, and good faith are required of both parties. Any unsettled disputes between the parties shall be decided by an action filed in an appropriate court of jurisdiction. In the event a dispute or lawsuit arises and one or both parties seek and receive the assistance of legal counsel, the prevailing party shall be paid attorney fees and costs by the non-prevailing party.
2. **WARRANTY.** Martinson Painting warrants that all labor, materials, and taxes will be paid for, and there will be no potential lien claimants upon the completion of the work and final payment by the Customer. All work will be performed in a commercially reasonable manner and there will be no defects in workmanship. Martinson Painting will promptly return to the project and repair or replace, as reasonably necessary, any defect in workmanship at Martinson Painting's sole expense. Martinson Painting's warranty obligations expires without notice twelve (12) months (the "Warranty Period") from the date of substantial completion of the scope of work required by this Agreement.

Exclusions to the warranty: Flat surfaces, such as decks and exposed railing surfaces; any work done with homeowner supplied paint or materials; bubbling, chipping, or cracking of the paint that is determined to be caused by the condition of the substrate; areas damaged by any natural disaster, extreme weather conditions, flooding; areas subject to standing water (such as deck or railing surfaces); areas of high moisture intrusion; or any conditions that are outside manufacturer's label warranty.

Any legal or equitable claim or cause of action asserted by the Customer related directly or indirectly to the work performed under this Agreement must accrue and be filed as a lawsuit within four (4) months of the expiration of the Warranty Period. If a lawsuit is not so filed, or if any cause of action related to this Agreement does not accrue within four (4) months of the expiration of the Warranty Period, then all legal rights to pursue any such claim or cause of action related to this Agreement is forever waived. →Warranty work performed by Martinson Painting does not extend the Warranty Period. The warranty obligation is void if a person or firm other than Martinson Painting performs or re-performs any work within the scope of this Agreement. Martinson Painting is not responsible for consequential damages of any kind. This warranty is non-transferable. THIS WARRANTY IS GIVEN IN LIEU OF ANY EXPRESS OR IMPLIED WARRANTIES OTHERWISE PROVIDED UNDER THE LAWS OF WASHINGTON, INCLUDING ANY WARRANTIES OF FITNESS, MERCHANTABILITY OR HABITABILITY.

Manufactured or consumer products such as paint, roofing materials, siding, hardware, windows, fixtures, etc. are not warranted by Martinson Painting. If a customer encounters a defect in a manufactured or supplied product, Martinson Painting agrees to assign whatever manufacturer's or supplier's warranties to the Customer and assist the Customer in securing repair or replacement of these products pursuant to the particular manufacturer's or supplier's warranty, if any.

1. HAZARDOUS WASTE. The Martinson Painting is not responsible for the discovery or removal of asbestos or other hazardous waste. If asbestos or other hazardous waste is discovered during the course of the Martinson Painting's work, the Martinson Painting shall promptly notify the Customer and the applicable governmental agency. It shall thereafter be the Customer's responsibility to contact a certified hazardous waste removal Martinson Painting in order to perform all asbestos or hazardous waste removal.
2. NOTICE TO CUSTOMER: .State law requires Martinson Painting to inform you of your legal rights concerning compliance with Martinson Painting registration requirements in the State of Washington. The "Notice To Customer" required by Washington statute RCW 18.27.114 follows:

NOTICE TO CUSTOMER This contractor is registered with the state of Washington, registration no. MARTIPL959NU and has posted with the state a bond or deposit of \$6,000.00 for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business. The expiration date of this contractor's registration is September 28 each year and is required to be renewed annually. THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT. This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims up to \$6,000.00 that you and other customers, suppliers, subcontractors, or taxing authorities may have. FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT. You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help ensure that your project will be completed as required by your contract. YOUR PROPERTY MAY BE LIENED. If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may be liened to force payment and you could pay twice for the same work. FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR

SUBCONTRACTOR ON YOUR PROJECT. The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries. I have received a copy of this disclosure statement.



City Of Edgewood Council Agenda Summary Sheet

Subject: Traffic Control Services Contract	Agenda Item #: 2.D
	For Agenda of: 5/2/2023
	Prepared by: Jeremy Metzler
Attachments (list): 1. ITB - 2023 On-Call Traffic Control Services 2. Bid Summary 3. AGS2023OnCallCOE 4. REVISED Purchased Services Contract - Traffic Control 5. DRAFT Exhibit A	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidinger	Expenditure Required: up to \$100,000 over 3 years Amount Budgeted: N/A (included with related tasks) Timeline: 05/02/2023 SS 05/09/2023 RCM

Summary Statement:

On March 28, 2023, the City advertised an Invitation to Bid for Traffic Control Services (attached). The City received four (4) responses by the April 10, 2023 deadline. City staff tabulated the bid results (attached), reviewed the lowest apparent bidder's proposal (attached), and determined the lowest responsive, responsible bidder was Advanced Government Services, 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 contract.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Traffic Control Services Contract

Fiscal Note/Consideration:

In order to support ordinary maintenance activities in the public right-of-way, traffic control services are often necessary, and due to our limited number of staff we often require additional support from outside professionals. Execution of this on-call contract will satisfy statutory requirements for competitive bidding, enabling the City to proceed at pace over the next three years whenever maintenance is needed.

City of Edgewood
PURCHASED SERVICES AGREEMENT
INVITATION TO BID

2023-2026 ON-CALL TRAFFIC CONTROL SERVICES

I. CALL FOR BID

The City of Edgewood seeks a Contractor to furnish all labor, materials, and equipment necessary to meet the business and operational needs of the City for the category of work referenced above, including but not limited to: Traffic Control operations in support of ordinary maintenance activities performed by the City within and adjacent to public rights-of-way.

Notice is hereby given that bids will be received by the City of Edgewood by electronic mail. **Bids are due no later than Monday, April 10, 2023 at 4:00 pm EXACTLY Pacific Local Time**, according to the clock in the City Hall Council Chambers.

Estimated Agreement Terms and Value: This will be a purchased services agreement in accordance with the City's adopted policies, subject to Washington State Prevailing Wage laws. Work is anticipated on a recurring basis, under which the contractor agrees to a fixed period of indefinite quantity, indefinite frequency delivery of work, at a defined unit price for each category of work. The City will issue or release work assignments, work orders, or task authorizations through individual Task Orders, with a clearly defined scope of work and budget based on the hourly rates or unit prices provided by the contractor. The term of this contract shall be three (3) years. Maximum contract value shall not exceed \$100,000, including applicable Washington State sales tax. The estimated annual contract value is up to \$35,000. The contract will terminate after the term or when \$100,000 is met; whichever occurs first.

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

II. INSTRUCTIONS TO BIDDERS

- A. **One (1) electronic copy** of the bid must be received by the deadline established above. It is the responsibility of the firm to ensure the bid arrives on time and to the correct email address. Any bid received after the scheduled deadline shall be discarded.
- B. All bids shall be delivered to Jeremy Metzler, Public Works Director, at the following email address: jeremy@cityofedgewood.org.
- C. All Bids shall be submitted on the Bid Proposal Form enclosed herein. Substitutions will not be accepted during the bid process.

- D. Bids shall be signed by one of the legally authorized officers of said corporation. If awarded the contract, the Contract shall also be so executed. If a Bid or Contract is signed by an agent, the agent shall provide satisfactory evidence of authority to sign as legal representative of Bidder, upon City request. An authorized partner of a co-partnership may sign the contract, subject to the approval of the City Attorney, who may at their discretion, require each and every member of the co-partnership to sign the contract.

III. GENERAL TERMS AND CONDITIONS

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

- I. No City-issued permits will be required for work performed under this bid. It is the responsibility of the Contractor to obtain any other agency permits required to perform the work, if and when necessary.

IV. PREVAILING WAGE

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

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

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

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

V. BID AWARD

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

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

- A. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal.
- B. Have a current Washington Unified Business Identifier (UBI) number.
- C. If applicable:
 1. Have Industrial Insurance (workers’ compensation) coverage for the Bidder’s employees working in Washington, as required in Title 51 RCW.
 2. Have a Washington Employment Security Department number, as required in Title 50 RCW.
 3. Have a Department of Revenue state excise tax registration number, as required in Title 82 RCW.
- D. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor

and Industries (L&I) or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

VI. BID PRICE

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

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

VII. TAXES

Taxes are to be paid by the City for contractor's services following applicable laws and regulations.

VIII. TIME SCHEDULE

The City will attempt to follow this timetable:

Issue Invitation to Bid	March 28, 2023
Deadline for Submittal of Bid	April 10, 2023
Contract Review and Finalization	by April 26, 2023
Council Authorization to Execute Agreement with Contractor	by May 25, 2023

IX. INDEMNIFICATION / HOLD HARMLESS

If awarded a contract pursuant to this Invitation to Bid, the Contractor shall defend, indemnify, and hold the City of Edgewood, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of the Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this

indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

X. OTHER INFORMATION

General Background

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

Additional Task Orders

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

Questions / Contact

For additional information or explanation of the contents or intent of this invitation, please contact the City of Edgewood with your questions via email to Jeremy Metzler, P.E., Public Works Director, at jeremy@cityofedgewood.org (see Section III.D, above).

BIDDER'S CHECKLIST

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

☐ **BIDDER'S QUALIFICATION CERTIFICATE**

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

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

To be completed, signed and submitted.

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

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

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

☐ **CERTIFICATE OF INSURANCE**

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

☐ **CITY OF EDGEWOOD BUSINESS LICENSE**

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

☐ **PURCHASED SERVICES AGREEMENT - Sample Attached**

To be signed by the successful bidder.

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

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

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship ☐

Partnership ☐

Joint Venture ☐

Corporation ☐

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

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

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

Address:

Telephone:

Email:

Washington State Contractor License #:

Required prior to bid pursuant to RCW 18.27

City of Edgewood License #:

INVITATION TO BID FORM

ALL BIDDERS MUST COMPLETE AND SUBMIT THIS FORM

COMPANY NAME: _____

ADDENDA ACKNOWLEDGED (IF APPLICABLE): _____

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

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

Schedule of Unit Prices:

<u>FULLY-BURDENED HOURLY RATES</u>		
Worker Classification	Two-Person Traffic Control Operation	Additional Traffic Control Worker (each)
Regular Hours Rate (M-F 7:00am- 5:00pm)	\$	\$
Overtime Hours Rate (More than 8 hours / day, or Saturdays)	\$	\$
Double Time Hours Rate (More than 12 hours / day, Sundays, or Holidays)	\$	\$

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

BIDDER'S QUALIFICATION CERTIFICATE

The undersigned hereby certifies and submits the following qualifications:

Company and Address _____

BIDDER RESPONSIBILITY CRITERIA

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

8. List several recent projects performed with similar work:

Amount	Type	Owner	Name	Phone

9. Choose one of the following:

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

10. Choose one of the following:

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

11. Choose one of the following:

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

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

By: _____
Authorized Signature

Printed Name

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

Affidavit of Title VI Compliance

TITLE VI - NON-DISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS:

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

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

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

By: _____
Authorized Signature

Title:

Date:

END, AFFIDAVIT OF TITLE VI COMPLIANCE

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Corporate Officer Signature (*not Contract Signer*)

Print Name

Title

State of _____

County of _____

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

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

Notary Public (Signature)

Notary Public (Print)

My commission expires _____

	Respondent	Advanced Government Services, Inc.	Northwest Cascade, Inc.	Traffic Control Services	Transportation Systems, Inc.
Two-Person Traffic Control Operation	Regular Hours Rate	\$ 143.00	\$ 540.00	\$ 150.00	\$ 230.00
	Overtime Hours Rate	\$ 200.25	\$ 575.00	\$ 225.00	\$ 345.00
	Double Time Hours Rate	\$ 264.75	\$ 600.00	\$ 300.00	\$ 435.00
Additional Traffic Control Worker (each)	Regular Hours Rate	\$ 68.00	\$ 175.00	\$ 75.00	\$ 120.00
	Overtime Hours Rate	\$ 95.25	\$ 195.00	\$ 112.50	\$ 200.00
	Double Time Hours Rate	\$ 125.75	\$ 215.00	\$ 150.00	\$ 245.00
<i>Included Components:</i>					
	Bidder Qualification Certificate	√	√	√	√
	Affidavit of Title VI Compliance	√	√	√	√
	Compliance with Wage Payment Statutes	√	√	√	√
	Current Rate Sheet	√	--	√	√



Advanced Government Services, Inc. (AGS)

Bid Package for 2023 On-call traffic control services

Submitted
April 10, 2023

8644 Pacific Avenue, Tacoma, WA 98444 | www.advancedgovernmentservices.com | 253-531-9782
WA DBE: D4F0024875 MWBE: M4F0024875
OR DBE/MBE/WBE: 12664



Keep our PROMISES, COLLABORATE with each other, Are CREATIVE and INNOVATIVE, Are HONEST with everyone, Are ADAPTABLE and FLEXIBLE, Love WHAT WE DO and have FUN doing it, MAKE IT HAPPEN, Are PROFESSIONAL and RESPECT everyone, Love to LEARN, Love SERVING our CUSTOMERS, Have a sense of URGENCY!



First and foremost, we at Advanced Government Services (AGS) would like to thank the City of Edgewood Team. We look forward to the opportunity to service the City of Edgewood.

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BIDDER'S CHECKLIST

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

☒ **BIDDER'S QUALIFICATION CERTIFICATE**

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

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

To be completed, signed and submitted.

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

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

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

☐ **CERTIFICATE OF INSURANCE**

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

☐ **CITY OF EDGEWOOD BUSINESS LICENSE**

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

☐ **PURCHASED SERVICES AGREEMENT - Sample Attached**

To be signed by the successful bidder.

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

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

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

Advanced Government Services, Inc

Bidder's Business Name

Arti O'Brien

Signature of Authorized Official*

Arti O'Brien

Printed Name

President

Title

4/10/2023

Date

Tacoma

City

WA

State

Check One:

Sole Proprietorship ☐

Partnership ☐

Joint Venture ☐

Corporation ☒

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

State of Washington

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

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

Address: 8644 Pacific Ave Tacoma Wa, 98444

Telephone: (253) 531-9782

Email: Arti@advancedgovernmentservices.com; estimating@advancedgovernmentservices.com

Washington State Contractor License #: ADVANGS834R9

Required prior to bid pursuant to RCW 18.27

City of Edgewood License #: To Be Applied For Upon Award

INVITATION TO BID FORM

ALL BIDDERS MUST COMPLETE AND SUBMIT THIS FORM

COMPANY NAME: Advanced Government Services, Inc.

ADDENDA ACKNOWLEDGED (IF APPLICABLE): _____

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

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

Schedule of Unit Prices:

<u>FULLY-BURDENED HOURLY RATES</u>		
Worker Classification	Two-Person Traffic(1) Control Operation	Additional Traffic (2) Control Worker (each)
Regular Hours Rate (M-F 7:00am- 5:00pm)	\$ 143.00	\$ 68.00
Overtime Hours Rate (More than 8 hours / day, or Saturdays)	\$ 200.25	\$ 95.25
Double Time Hours Rate (More than 12 hours / day, Sundays, or Holidays)	\$ 264.75	\$ 125.75

(1) Represents billing rate for a TCS and a Flagger

(2) Represents billing rate for additional Flagger

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



Advanced Government Services
8644 Pacific Avenue Tacoma, WA 98444
Phone: (253) 531-9782
estimating@advancedgovernmentservices.com
www.advancedgovernmentservices.com

ESTIMATE

Estimate Date

4/10/2023

Customer

City of Edgewood

Job Information

2023-2026 ON-CALL TRAFFIC
CONTROL SERVICES -
Equipment and Labor Rate
Sheet

Estimator

Parker Wilkins
(253) 531-9782
estimating@advancedgovernmentservices.com

DESCRIPTION	UOM	QTY	UNIT PRICE	TOTAL
Traffic Control Supervisor	HR		\$ 75.00	\$ -
Traffic Control Supervisor (OT)	HR		\$ 105.00	\$ -
Traffic Control Supervisor (DT)	HR		\$ 139.00	\$ -
Emergency Dispatch Labor (5pm-7am Mon-Fri per person)	HR		\$ 90.00	\$ -
Emergency Dispatch Labor (5pm-7am Sat or OT per person)	HR		\$ 126.00	\$ -
Emergency Dispatch Labor (5pm-7am Sun or DT per person)	HR		\$ 160.00	\$ -
48" x 48" Reflective Sigh w/Stand	EA/DY		\$ 9.00	\$ -
Equipment Truck (w/Mob; Unless Excessive Mileage)	EA/DY		\$ 320.00	\$ -
Arrow Board	EA/DY		\$ 100.00	\$ -
PCM Board (Qty: 1)	EA/DY		\$ 175.00	\$ -
Barricade (Type I & II)	EA/DY		\$ 1.50	\$ -
Barricade (Type III)	EA/DY		\$ 5.00	\$ -
18" or 28" Cones	EA/DY		\$ 1.00	\$ -
Special Make Signs (Fabrication Only)	SQFT		\$ 17.00	\$ -
TCP Design (Per Sheet) - (Standard Rate - 3 to 5 Business days)	EA		\$ 200.00	\$ -
TCP Design (Per Sheet) - (Expedited Rate - 12 to 48 Hours)	EA		\$ 250.00	\$ -

SUBTOTAL \$0.00

TAX RATE 0.00%

TOTAL TAX \$0.00

X
Signature

Print Name & Title

Date

Estimate Total \$ -

AGS Terms & Conditions

1) Time and Material Basis: All AGS estimates are based on the best publicly available information at time of bid and may be subject to fluctuations based on various factors (i.e., OT/DT hours, additional crew added, additional equipment, etc.). With the exception of identified lump sum items (Mob, Admin, etc.), AGS bills on actual time and material basis.

2) Union Shop: AGS is a union shop and its Field Crew members belong to the Laborer's Union in Washington. As such, AGS field crew employees are subject to Labor Union work and pay rules (portions of agreement will be made available upon Prime Contractor request as Prime is responsible for familiarizing themselves with union work and pay rules in advance of project). All hours will be charged in increments of 2 hours (i.e., 2, 4, 6, 8, 10) depending on shift schedule of 5/8s or 4/10s.

3) Missed Lunches: Per Union work rules regarding lunch breaks, the Contractor is responsible for allowing AGS TCS and field crew (or in case of no AGS TCS present on jobs) to take a 30-minute unpaid lunch if the work shift lasts more than a five (5) hours shift. If the crew member is unable to take a lunch (not due to their own decision), the Contractor will be invoiced one-half (1/2) hour at the applicable over time billing rate. When field crew members are required to work more than ten (10) hours, they shall be allowed a second one-half (1/2) hour meal period after the eleventh hour. If not given one-half (1/2) hour meal period, one-half (1/2) hour at the applicable overtime rate shall be added to hours worked. Field crew members required to work more than fifteen (15) hours shall be allowed an additional one-half (1/2) hour meal period (a third lunch period for 8-hour shift field crew members and a second lunch period for 10-hour shift employees) after the seventh hour worked which shall be considered as time worked. If not given the one-half (1/2) hour meal period, one half (1/2) hour at the applicable overtime billing rate shall be added to hours worked.

4) Cancellation Policy: A minimum 4-hour charge per laborer along with truck/equipment and MOB (If Applicable) for the day for all jobs and any jobs cancelled within 2 hours of start time.

5) Work Schedule: Estimate assumes all work to be done on a 5/8 or 4/10 shifts on weekdays. OT/DT rates will be applied to any hours worked outside these hours to OT/DT rate.

6) Insurance Coverage: The AGS Estimate assumes following insurance coverage: General Liability \$1.0M/occurrence; \$2.0M Aggregate limit; Excess Liability of \$1.0M, and Commercial Auto \$1.0M/occurrence. Costs of any additional coverage or higher amount of coverage will be passed along to Prime.

7) Meetings: AGS requests invitation to Project Pre-Construction meeting and to the weekly project meetings.

8) This equipment and labor rate sheet is valid until 12/31/23.

Exclusions:

Construction of Pedestrian Ramps and Platforms

Performance and Payment Bond Fee (Cost not included in Estimate, TBD)

BIDDER'S QUALIFICATION CERTIFICATE

The undersigned hereby certifies and submits the following qualifications:

Company and Address Advanced Government Services, Inc.
8644 Pacific Ave Tacoma Wa, 98444

BIDDER RESPONSIBILITY CRITERIA

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

YES ☒

NO ☐

2. State of Washington UBI Registration #: 603-585-454 Expires: 2/29/2024

3. Number of years in business under present name: 20 Years

4. City of Edgewood Business License #: To Be Applied For Upon Award
Required prior to start of contract.

5. Company Federal ID #: 81-1564788

6. State of Washington Contractor's License #: ADVANGS834R9
Required prior to bid pursuant to RCW 18.27.

7. Particular types of work performed by your company:
Full Service Traffic Control, including but not limited to Flagging, Bridge, Arterial and Highway Traffic Control.

8. List several recent projects performed with similar work:

Amount	Type	Owner	Name	Phone
\$1,500,000 (3-Years)	Flagging/ Traffic Control Contract	City of Tacoma	Joe Parris	253-502-8463
\$411,000 (240 Working Days)	Flagging/ Traffic Control Services	City of Seattle	Ryan McGraw (Michels)	503-364-1199
\$230,000 (70 Working Days)	Flagging/ Traffic Control Services	King County	Jake Kimmerly (Petersen Brothers)	253-380-5106

9. Choose one of the following:

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

10. Choose one of the following:

- ☒ Bidder's Washington Employment Security Department registration number is: 683-741-00-0
- ☐ Bidder is not required to register with the Washington Employment Security Department pursuant to Title 50 RCW.

11. Choose one of the following:

- ☒ Bidder's Washington State Department of Revenue registration number is : 81-1564788 ; or
- ☐ Bidder is not required to register with the Washington State Department of Revenue pursuant to Title 82 RCW.

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

YES ☒

NO ☐

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

YES ☒

NO ☐

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

Dated this 10th day of April, 2023 at Tacoma (City), Washington.

By:

Arti O'Brien
Authorized Signature

Arti O'Brien

Printed Name

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- b. Cancellation, termination, or suspension of the contract, in whole or in part.

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

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

By: *PA O'Brien*
Authorized Signature

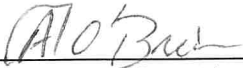
Title: President
Date: 4/10/2023



END, AFFIDAVIT OF TITLE VI COMPLIANCE

CERTIFICATE AS TO CORPORATE PRINCIPAL

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


Corporate Officer Signature *(not Contract Signer)*

Arti O'Brien
Print Name

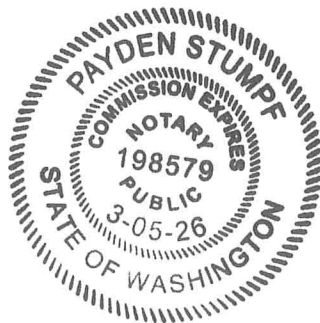
President
Title

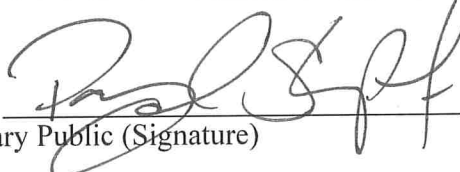
State of Washington

County of Pierce

Arti O'Brien, *(Corporate Officer (not Contract Signer))* being duly sworn, deposes and says that he/she is President *(Corporate Title)* of Advanced Government Services, Inc *(Name of Corporation)*.

Subscribed and sworn to before me this 10th day of April, 20 23.




Notary Public (Signature)

Payden Stumpf
Notary Public (Print)
My commission expires 3/5/26

CITY OF EDGEWOOD PURCHASED SERVICES AGREEMENT

THIS Agreement is made effective as of the 9th day of May, 2023, by and between the City of Edgewood, a municipal corporation, organized under the laws of the State of Washington, whose address is:

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

and Advanced Government Services, LLC, a limited liability corporation organized under the laws of the State of Washington, doing business at:

Advanced Government Services, LLC (hereinafter the “CONTRACTOR”)
8644 Pacific Avenue
Tacoma, WA 98444

Contact: Arti O’Brien, President Phone: 253-531-9782

for personal services in connection with the following Project:

2023-2026 ON-CALL TRAFFIC CONTROL SERVICES

TERMS AND CONDITIONS

1. Services by Contractor.

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

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

2. Schedule of Work.

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

3. **Terms.** This Agreement shall commence on June 1, 2023, ("Commencement Date") and shall terminate on May 31, 2026 unless extended or terminated in writing as provided herein.

4. Compensation.

- ☐ LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____, which includes all applicable tax.
- ☒ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$100,000, including all applicable tax, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A.
- ☐ TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "_____."
- ☐ OTHER. _____

5. Payment.

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

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

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

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

6. Discrimination and Compliance with Laws

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

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

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

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

D. Prevailing wages. Contractor shall pay the then current prevailing wages, as that term is defined under the laws of the State of Washington, for all work performed on this Project by Contractor and by Contractor's employees, agents and subcontractors. Contractor is fully responsible for prevailing wage compliance. As this is a multi-year contract, prevailing wage rates must be updated annually. Intentions and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of this Contract.

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

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

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

8. Suspension and Termination of Agreement

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

B. Rights Upon Termination.

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

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

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

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

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

10. Ownership of Work Product.

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

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

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

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

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

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

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

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

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury, advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability Insurance.

C. Minimum Amounts of Insurance

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.

D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provision for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

E. Acceptability of Insurers

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

F. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

G. Notice of Cancellation.

The Contractor shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

H. 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.

I. City Full Availability of Contractor Limits

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

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

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

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

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

Advanced Government Services, LLC
Attn: Arti O'Brien
8644 Pacific Avenue
Tacoma, WA 98444

Phone: 253-531-9782
Email: arti@advancedgovernmentservices.com

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

16. Resolution of Disputes and Governing Law.

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

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

17. General Provisions.

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

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

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

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

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

CITY OF EDGEWOOD, WASHINGTON

CONTRACTOR

By: _____

Daryl Eidinger
Mayor

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

Attest:

By: _____

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

By: _____

Ann Marie J. Soto
City Attorney

Exhibit A

INVITATION TO BID FORM

ALL BIDDERS MUST COMPLETE AND SUBMIT THIS FORM

COMPANY NAME: Advanced Government Services, Inc.

ADDENDA ACKNOWLEDGED (IF APPLICABLE): _____

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

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

Schedule of Unit Prices:

<u>FULLY-BURDENED HOURLY RATES</u>		
Worker Classification	Two-Person Traffic(1) Control Operation	Additional Traffic (2) Control Worker (each)
Regular Hours Rate (M-F 7:00am- 5:00pm)	\$ 143.00	\$ 68.00
Overtime Hours Rate (3) (More than 8 hours / day, or Saturdays)	\$ 200.25	\$ 95.25
Double Time Hours Rate (3) (More than 12 hours / day, Sundays, or Holidays)	\$ 264.75	\$ 125.75

(1) Represents billing rate for a TCS and a Flagger

(2) Represents billing rate for additional Flagger

(3) While hours and days are summarized here, these pay rates shall be subject to the conditions in the current labor agreement in effect at the time work is performed.

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



Advanced Government Services
8644 Pacific Avenue Tacoma, WA 98444
Phone: (253) 531-9782
estimating@advancedgovernmentsservices.com
www.advancedgovernmentsservices.com

ESTIMATE

Estimate Date

4/10/2023

Customer

City of Edgewood

Job Information

2023-2026 ON-CALL TRAFFIC
CONTROL SERVICES -
Equipment and Labor Rate
Sheet

Estimator

Parker Wilkins
(253) 531-9782
estimating@advancedgovernmentsservices.com

DESCRIPTION	UOM	QTY	UNIT PRICE	TOTAL
Traffic Control Supervisor	HR		\$ 75.00	\$ -
Traffic Control Supervisor (OT)	HR		\$ 105.00	\$ -
Traffic Control Supervisor (DT)	HR		\$ 139.00	\$ -
Emergency Dispatch Labor (5pm-7am Mon-Fri per person)	HR		\$ 90.00	\$ -
Emergency Dispatch Labor (5pm-7am Sat or OT per person)	HR		\$ 126.00	\$ -
Emergency Dispatch Labor (5pm-7am Sun or DT per person)	HR		\$ 160.00	\$ -
48" x 48" Reflective Sigh w/Stand	EA/DY		\$ 9.00	\$ -
Equipment Truck (w/Mob; Unless Excessive Mileage)	EA/DY		\$ 320.00	\$ -
Arrow Board	EA/DY		\$ 100.00	\$ -
PCM Board (Qty: 1)	EA/DY		\$ 175.00	\$ -
Barricade (Type I & II)	EA/DY		\$ 1.50	\$ -
Barricade (Type III)	EA/DY		\$ 5.00	\$ -
18" or 28" Cones	EA/DY		\$ 1.00	\$ -
Special Make Signs (Fabrication Only)	SQFT		\$ 17.00	\$ -
TCP Design (Per Sheet) - (Standard Rate - 3 to 5 Business days)	EA		\$ 200.00	\$ -
TCP Design (Per Sheet) - (Expedited Rate - 12 to 48 Hours)	EA		\$ 250.00	\$ -

SUBTOTAL \$0.00

TAX RATE 0.00%

TOTAL TAX \$0.00

X
Signature

Print Name & Title

Date

Estimate Total \$ -

AGS Terms & Conditions

- 1) Time and Material Basis: All AGS estimates are based on the best publicly available information at time of bid and may be subject to fluctuations based on various factors (i.e., OT/DT hours, additional crew added, additional equipment, etc.). With the exception of identified lump sum items (Mob, Admin, etc.), AGS bills on actual time and material basis.
- 2) Union Shop: AGS is a union shop and its Field Crew members belong to the Laborer's Union in Washington. As such, AGS field crew employees are subject to Labor Union work and pay rules (portions of agreement will be made available upon Prime Contractor request as Prime is responsible for familiarizing themselves with union work and pay rules in advance of project). All hours will be charged in increments of 2 hours (i.e., 2, 4, 6, 8, 10) depending on shift schedule of 5/8s or 4/10s.

3) Missed Lunches: Per Union work rules regarding lunch breaks, the Contractor is responsible for allowing AGS TCS and field crew (or in case of no AGS TCS present on jobs) to take a 30-minute unpaid lunch if the work shift lasts more than a five (5) hours shift. If the crew member is unable to take a lunch (not due to their own decision), the Contractor will be invoiced one-half (1/2) hour at the applicable over time billing rate. When field crew members are required to work more than ten (10) hours, they shall be allowed a second one-half (1/2) hour meal period after the eleventh hour. If not given one-half (1/2) hour meal period, one-half (1/2) hour at the applicable overtime rate shall be added to hours worked. Field crew members required to work more than fifteen (15) hours shall be allowed an additional one-half (1/2) hour meal period (a third lunch period for 8-hour shift field crew members and a second lunch period for 10-hour shift employees) after the seventh hour worked which shall be considered as time worked. If not given the one-half (1/2) hour meal period, one half (1/2) hour at the applicable overtime billing rate shall be added to hours worked.

4) Cancellation Policy: A minimum 4-hour charge per laborer along with truck/equipment and MOB (If Applicable) for the day for all jobs and any jobs cancelled within 2 hours of start time.

5) Work Schedule: Estimate assumes all work to be done on a 5/8 or 4/10 shifts on weekdays. OT/DT rates will be applied to any hours worked outside these hours to OT/DT rate.

6) Insurance Coverage: The AGS Estimate assumes following insurance coverage: General Liability \$1.0M/occurrence; \$2.0M Aggregate limit; Excess Liability of \$1.0M, and Commercial Auto \$1.0M/occurrence. Costs of any additional coverage or higher amount of coverage will be passed along to Prime.

7) Meetings: AGS requests invitation to Project Pre-Construction meeting and to the weekly project meetings.

8) This equipment and labor rate sheet is valid until 12/31/23.

Exclusions:

Construction of Pedestrian Ramps and Platforms

Performance and Payment Bond Fee (Cost not included in Estimate, TBD)



City Of Edgewood Council Agenda Summary Sheet

Subject: Custom Safety Personal Services Agreement	Agenda Item #: 2.E
	For Agenda of: 5/2/2023
	Prepared by: Dave Gray, Joe Blaine
Attachments (list): 1. Resolution 23-XXXX Custom Safety Personal Services Agreement - AMS edits 2. 4-23-23 2023 Signed - Custom Safety Personal Services Agreement AND EXHIBIT A Professional Services Agreement 3. Resume & Certification - BJ Bunch, CSP 4-13-2023	
Approval of Materials: Dave Gray, Joe Blaine Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidinger 4/25/2023 4/25/2023 4/25/2023	Expenditure Required: Not to exceed \$30,000. (Current expenditure estimate is \$25, 603.75)
	Amount Budgeted: \$30,350.
	Timeline: SS May 2, 2023 for Council Discussion and Review RCM May9, 2023 for Potential Council Action on the Consent Agenda

Summary Statement:

The current "Safety Policy" has not been substantially updated since prior to 2015. The comprehensive city wide Accident Prevention Program is designed to customize a safety protocol that meets current RCW requirements and, beyond checking the compliance box, puts into daily practice an ongoing training and operations program to keep our employees informed, working as they train, and situationally aware of risks from their activities and the environment in which they perform their duties. Training as a team helps to ensure we are watching out for each other in an effort to maintain a healthy and safe working culture. Custom Safety will help the city customize it's Accident Prevention Program by tailoring it specific to the City of Edgewood Team.

Item History:

Recommended Action:

Discuss and review the agreement and scope of work and make a recommendation to the mayor as to moving the agreement to the next Regular Council Meeting of May 9th.

Fiscal Note/Consideration:

Entails a budgeted expenditure not to exceed \$30,000.

RESOLUTION NO. 23-0XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH DBA BUNCH OCCUPATIONAL HEALTH & SAFETY SERVICES, LLC FOR THE DESIGN, TRAINING, AND IMPLEMENTATION OF A CITY-WIDE ACCIDENT PREVENTION PROGRAM.

WHEREAS, the City has identified the need to revise and update the existing safety program; and

WHEREAS, after forming a more inclusive safety committee and tasking them with researching the existing safety program; and

WHEREAS, the Mayor, acting on the committee recommendations, tasked staff with finding a qualified and experienced company capable of leading the City through a revision and update, including design, training and implementation of a comprehensive City-wide accident prevention program; and

WHEREAS, DBA Bunch Occupational Health & Safety Services, LLC was identified and recommended by the City safety committee; and

WHEREAS, the City performed a diligence evaluation including a review of credentials, the provider's past work product, ensuring competitive rates, finding the provider acceptable.

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

Section 1. Agreement Authorized. The Mayor is hereby authorized to execute a personal services agreement with DBA Bunch Occupational Health & Safety Services, LLC, attached hereto as Exhibit A.

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

ADOPTED THIS 10TH DAY OF MAY 2023

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

CITY OF EDGEWOOD PERSONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 10th day of May 2023, by and between the City of Edgewood, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF EDGEWOOD, WASHINGTON (hereinafter the "**CITY**")
2224 - 104th Avenue E.
Edgewood, Washington 98372
Contact: Mayor Daryl Eidinger Phone: 253-952-3299 Fax: 253-952-3537

and DBA Bunch Occupational Health & Safety Services, LLC, doing business as Custom Safety, a Washington limited liability company organized under the laws of the State of Washington, (hereinafter the "**CONSULTANT**") :

Address: PO Box 40356
City, State, Zip: Bellevue, WA 98006

Contact: Beverly J Bunch Phone: (888)820-2926 Email: bjbunch@customsafety.com

for personal services in connection with the following Project:

Accident Prevention Program for the City of Edgewood

TERMS AND CONDITIONS

1. Services by Consultant.

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

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

2. Schedule of Work.

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

3. **Terms.** This Agreement shall commence on May 10, 2023, ("Commencement Date") and shall terminate on December 31, 2023, unless extended or terminated in writing as provided herein.

4. **Compensation.**

X TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$30,000, including all applicable tax, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A.

5. **Payment.**

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

B. All invoices shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

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

6. **Discrimination and Compliance with Laws**

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

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

C. Consultant is required to obtain a City of Edgewood business license as the scope of work is to be performed both on and off site.

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

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

8. Suspension and Termination of Agreement

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

B. Rights Upon Termination.

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

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

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

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as

stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

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

10. Ownership of Work Product.

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

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

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

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

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

been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

B. Minimum Scope of Insurance

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

1. 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 independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

C. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$300,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$100,000 each occurrence, \$100,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$50,000 per claim and \$50,000 policy aggregate limit.

D. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella

liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

E. Other Insurance Provisions

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

F. Acceptability of Insurers

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

G. Verification of Coverage

The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

H. Notice of Cancellation.

The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance.

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

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

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

Rachel Pitzel
City Clerk

NAME OF CONSULTANT
Attn: Beverly J. Bunch, CSP

Revised 03/2023

2224 - 104th Avenue E.
Edgewood, WA 98372

PO Box 40356
Bellevue, WA 98006

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

Phone: (888)820-2926
Email: bjbunch@customsafety.com

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

16. Resolution of Disputes and Governing Law.

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

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

17. General Provisions.

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

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

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

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement.

Revised 03/2023

All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

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

CITY OF EDGEWOOD, WASHINGTON

CONSULTANT

By: _____
Daryl Eidinger
Mayor

By: Bj Bunch

Name: Beverly J. Bunch

Date: May 10, 2023

Title: EHS Consultant

Date: May 10, 2023

Attest:

By: _____
Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

By: _____
Ann Marie J. Soto
City Attorney

EXHIBIT A

Custom Safety Personal Services Agreement

April 10, 2023

SCOPE OF WORK

Overview of Project:

1. To produce a site-specific Accident Prevention Program (APP) for the City of Edgewood. The program will be compliant with *WAC 296-140; 296-800-14005*.
2. Develop legally required supplementary written programs and training.
3. Conduct training that is required according to the APP.

Project Definitions:

1. Hazard Analysis = a safe vs potential injury/death causing job, equipment or practices evaluation.
2. Gap Analysis = legally non-compliant with existing laws.
3. HIDRA (Hazard Identification and Risk Assessment) – a risk management tool used to assess the risks associated with a particular activity.
4. PPE = Personal Protective Equipment

Key Deliverable Elements:

1. Custom Safety will perform a Hazard and Gap Analysis of all operations, workplaces, and personnel.
[Noise level, air flow, light, and Woodhead receptacle testing will be performed in all locations. All SDSs (Safety Data Sheets) will be gathered.]
2. The Mayor will execute a Statement of Safety Policy that will include the delegation of responsibilities and chain of command authority including city employees and interns, volunteers (specifying those under 18 years of age), and temporary workers.
3. Bulletin Boards at locations visible to workers (*WAC 296-800-19005*) with information including:
 - a. Job Safety & Health Law
 - b. How to Report an Injury, Illness or “Close Call”.
 - c. Hospitalization of Fatality
 - d. Worker Rights-Part 1
 - e. Worker Rights-Part2
 - f. Citation & Notice
 - g. OSHA 300A
 - h. Safety Meetings
 - i. Safety Meeting Notes

4. Site Specific Emergency Action Plans and Drills
 - a. Evacuation Floor Plans
 - b. Fire Extinguishers
 - c. Pandemic or other Emergency Medically Imposed Protocol
5. Site-Specific written programs
 - a. Global Harmonization/Hazard Communication - *WAC 296-901*
 - b. PPE (Personal Protective Equipment) - *WAC 296-800-160*
 - c. PPE Certification - *WAC 296-800-16010*
 - d. Hearing Loss Prevention/Conservation Program - *WAC 296-817*
Respirator Program - *WAC 296-842-12005*
 - e. Fall Protection Program – *WAC 296-880*
 - f. Lockout/Tagout –*WAC 296-803*
6. Develop and perform Site-Specific training programs
 - a. Global Harmonization/Hazard Communication training - *WAC 296-901*
 - b. PPE (Personal Protective Equipment) training - *WAC 296-800-160*
 - c. Hearing Loss Prevention/Conservation Program training - *WAC 296-817*
Respirator training - *WAC 296-842-12005*
 - d. Fall Protection training – *WAC 296-880*
 - e. Lockout/Tagout training –*WAC 296-803*

PROPOSAL COST ESTIMATE

Estimate	Price
1. Three (3) day walk-around Hazard Analysis [Noise level, air flow, light, and Woodhead receptacle testing will be performed in all locations. All SDSs (Safety Data Sheets) will be gathered.] - \$190/hour x 24	\$4,560.00
2. Write five (5) documents – HIDRA, PPE meeting with management = PPE Certification, APP chapters 1 – 3 - \$190/hour x 24	\$4,560.00
3. Add 7 chapters to APP - \$190/hour x 24	\$4,560.00
4. Site Specific Training Program Development - Hazard Communication, PPE, Respiratory Protection, Hearing Loss Prevention, Foot, hands, Fall Protection, & Lockout/tagout training. - \$190/hour x 32	\$6,080.00
5. Site Specific training – 2 hours or 4 hours sessions based on subject matter. Hazard Communication – 4 hours PPE – Eyes, hands, hearing, feet, other misc. safety protective gear) Respiratory (with mask fit-testing), fall protection, lockout tagout devices; etc. - \$190/hour x 30	\$5,700.00
6. Travel mileage from office to location and return = 50 round-trip Five (5) trips @ 50 miles .575/mile	\$143.75
PROPOSAL COST ESTIMATE	\$25,603.75

- All work hours are estimated.

Board of Certified Safety Professionals

Upon the recommendation of the
Board of Certified Safety Professionals,
by virtue of the authority vested in it,
has conferred on

Beverly J Bunch

the credential of

Certified Safety Professional

and has granted the title as evidence of meeting the qualifications and passing
the required examination so long as this credential is not suspended or
revoked and is renewed annually and meets all recertification requirements.

September 28, 2017

DATE ISSUED

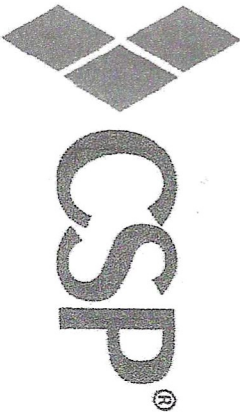
CSP-33407

CERTIFICATION NUMBER

BOARD PRESIDENT SIGNATURE

BOARD SECRETARY SIGNATURE

Beverly J Bunch



BEVERLY J. BUNCH

Post Office Box 40356 / 12400 SE 38th Street – Bellevue, WA 98015-40356

Mobile: (888)820-2926

linkedin.com/in/beverlybunch

bjbunch@customsafety.com

EHS (ENVIRONMENTAL, HEALTH & SAFETY) PROFESSIONAL

Highly experienced EHS professional with over 40 years of diversified domestic and international Safety, Health, & Environmental Engineering experience, including manufacturing, aerospace, construction, public sector; Department of Defense (DOD), Department of Energy (DOE) and Army Core of Engineers contracting.

Recent Achievements:

- Developed and implemented environmental, health and safety programs for aerospace parts suppliers. Interacted with management, manufacturing leadership, engineering, and employees to establish acceptance of and commitment to specific EHS policies and procedures. Conducted hazard assessments, established HIDRA (Hazard Identification and Risk Assessment) scores, assured compliance with the most current State and Federal Environmental Health & Safety standards, conducted industrial hygiene testing, developed EHS policies/procedures, and conducted training.
- Supported the integration of safety in tooling, equipment, and production designs for Boeing Commercial Airlines' - 777X program. Partnered with manufacturing, tooling engineers, and construction contractors to assess risks and mitigate them prior to final acceptance testing and production.
- Worked for a defense contractor that provided HAZWOPER training for entities that destroyed chemical weapons stockpiles. Collaborations included work alongside the United States Army's Chemical Demilitarization Programs, the Chemical Materials Agency (CMA), Non-Stockpile Chemical Material Program (NSCMP), the Organization for the Prohibition of Chemical Weapon (OPCW) in The Hague, Netherlands; and the Defense Treaty Reduction Agency (DTRA) at Fort Belvoir.

SKILLS

Skilled accident investigator and root cause analyzer; safety, health & environmental auditor; hazard and system safety assessor (Job Safety Analysis- JSA; Job Hazard Analysis-JHA, Management Oversight Risk Trees – MORT; Fault Tree Analysis). Proficient in conducting industrial hygiene testing of workplace noise, respirator quantitative fit-testing, and ergonomics evaluations.

Incisive understandings of emerging safety, health and environmental issues, regulations, and legislation, as they relate to workplace safety. Able to interpret and assert the need for compliance to Federal, State, and Local laws, regulations and standards (OSHA, WISHA, MOSH, Global Harmonization/Hazard Communication/Right-to-Know, ANSI, ISO, NFPA – 101 & 70E, NEC, EPA, RCRA, CERCLA, SARA Title III, DOT HAZMAT, etc.) Experience developing and implementing safety, health, and environmental policies, procedures, and training programs to address and reduce risks of injury, illness, property damage, and environmental liability.

Proficiencies (including Policy Development & Training)

- | | |
|--|---|
| - Material Hazard Communication/Global Harmonization | - Hearing Conservation |
| - Confined Space Entry | - First Aid, CPR, AED, Bloodborne Pathogens |
| - Respiratory Protection | - Lockout/Tagout |
| - Hazardous Waste & Emergency Response (HAZWOPER) | - Hazardous Waste Management & Disposal (HAZMAT) |
| - Material Handling – Forklifts, Aerial Lifts & Cranes | - Environmental Permitting (Air, Water, Waste, etc.) |
| - Emergency Response Procedures and Evacuation | - Life Safety |
| - Hot Work | - Fall Protection |
| - OSHA Recordkeeping | - Life Safety Codes (NFPA 101) |
| | - PPE Risk Assessments & Training (Respirators, Eye, Hand, Foot Protection) |
| | - Construction Contractors & Sub-contractors |

TECHNOLOGY

IH Monitoring Equipment: PortaCount Respirator Fit Tester; Dosimeters & handheld noise monitoring devices; ImpactPro Portable Air Monitoring Equipment.

Software: Microsoft Office Suite (Word, PowerPoint, Excel, Access), OSHA Log, Concept Draw (Mindmap, Project Pro)

Languages: Conversational Spanish; German and French reading capabilities.

PROFESSIONAL EXPERIENCE

OCCUPATIONAL HEALTH & SAFETY SERVICES – Bellevue, Washington	2019 to PRESENT
Environmental, Health & Safety Principal Consultant	
VAUPELL INDUSTRIAL PLASTICS – Seattle, Washington	2018 to 2019
Environmental, Health & Safety Manager	
BUREAU VERITAS – Health, Safety, and Environmental Senior Consultant	2016 to 2018
Contractor at Boeing Commercial Airplanes in Everett, Washington & Electroimpact in Mukilteo, Washington	
WASHINGTON STATE DEPARTMENT OF LABOR & INDUSTRY – Dept. of Occupational Safety & Health (DOSH) – Bellevue, WA - L&I Safety & Health Specialist 3 / Compliance Officer	2015 to 2016
GP STRATEGIES CORPORATION – Aberdeen Proving Ground - Gunpowder, MD	2002 to 2015
Safety, Health & Environmental Leader	
Training Specialist	
Safety & Health Instructor	

EDUCATION

Master of Science – Safety

University of Wisconsin - Stout, Menomonie, WI

Associate in Applied Sciences – Occupational Safety

Community College of Southern Nevada (formerly Clark County Community College) – North Las Vegas, NV

Bachelor of Arts – German, French & Spanish

Carroll College University (formerly Carroll College), Waukesha, WI

Semester of Spanish academics at Universidad Interamericana (San Juan, Puerto Rico) & another semester of Spanish studies including “home-stay” with non-English speaking family in Zacatecas, Mexico

PROFESSIONAL MEMBERSHIPS /CERTIFICATIONS

Certified Safety Professional (CSP) - No. CSP-33407: Board of Certified Safety Professionals

Associate Safety Professional (ASP) - No. ASP-A17385: Board of Certified Safety Professionals

American Society of Safety Professionals (ASSP): Professional Member – Puget Sound Chapter

EM 385-1-1 Corps of Engineers Certification – OSHAcademy – Beaverton, OR

EPA HUD & State RRP Lead Paint Certification: Renovator Initial

EPA HUD & State RRP Lead Paint Accredited Trainer

Certified Red Cross First Aid/CPR/AED ATP (Authorized Training Provider) Instructor: American Red Cross

Adjunct Instructor – 15 years certifying forklift operators: Harford County Community College – Churchville, MD

OSHA 510 Certification: Mid Atlantic OTI Education Center

30-Hour OSHA Construction Certification: Washington DOSH

30-Hour OSHA General Industry Certification: Washington DOSH

LEPC (Local Emergency Planning Commission) Member – (Governatorial Appointment) for Montgomery County, MD

Environmental Audits Certification: Government Institutes, Inc. – Washington, DC

Practical Environmental Law Certification: Federal Publications – Washington, DC

Hazardous Materials Technician Certification: University of Maryland Fire and Rescue Institute – College Park, MD

Instructor Training Level I Certification: University of Maryland Fire and Rescue Institute – College Park, MD

Instructor Training Level II Certification: University of Maryland Fire and Rescue Institute – College Park, MD



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: Strategic Planning	Agenda Item #: 2.F
	For Agenda of: 5/2/2023
	Prepared by: Dave Gray
Attachments (list):	
Approval of Materials: Dave Gray	Expenditure Required: Discussion only.
	Amount Budgeted: Discussion only: Session 5 of 6 in a series.
	Timeline: Study Session Discussion Topic-03/07/2023; 03/21/2023; 04/18/2023.; 05/02/2023

Summary Statement:

Discussion Only

Item History:

Recommended Action:

None recommended

Fiscal Note/Consideration:

N/A