



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tuesday, May 9, 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

2. PRESENTATION

- A. Mt. View Community Center - Jesie Holden
- B. Meridian Corridor Study - Survey Results & Status Update

3. AUDIENCE COMMENT

4. MAYOR'S REPORT

5. CONSENT AGENDA: *The consent agenda includes items that are routine in nature and are adopted by one motion. Should Council wish to discuss a consent agenda item, the item would be removed from the consent agenda and discussed under Council Business.*

The following items are presented for Council approval:

- A. Regular City Council Meeting Minutes of April 25, 2023
- B. Study Session Meeting Minutes of May 2, 2023
- C. Review of Board/Commission Minutes
- D. **AB23-012** – a motion approving May 2023 Budgeted Expenditures as follows: AWC Employee Benefit Trust; Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941 in the amount of \$213,269.53 and Vendor Check Numbers 25765 through 25779 with EFT and Direct Pay Payments in the amount of \$425,875.18. Total distributions submitted for review and authorization in the amount of \$639,144.71.
- E. **AB23-0670** - Resolution 23-0670 awarding the contract for on-call Traffic Control Services to Advanced Government Services LLC
- F. **AB23-0671** - Resolution 23-0671 awarding the contract for the Edgewood City Hall Interior Paint and Wall Treatments to Martinson Painting
- G. **AB-23-0672** - Resolution 23-0672 authorizing the Mayor to execute a Personal Services Agreement with DBA Bunch Occupational Health and Safety Services LLC

6. COUNCIL BUSINESS

7. COUNCIL COMMENTS

8. ADJOURN

This meeting is accessible to persons with disabilities. For individuals who may require special accommodations, please contact City Hall at (253) 952.3299, 24 hours in advance.



MOUNTAIN VIEW COMMUNITY CENTER

Presentation to Edgewood City Council
May 2023

AGENDA

- ▶ INTRODUCTIONS
- ▶ ORGANIZATIONAL REVIEW
- ▶ CITY OF EDGEWOOD CONTRIBUTION UPDATE
- ▶ UPCOMING OPPORTUNITIES
- ▶ THANK YOU's

Our Vision

A community in which all experience belonging and wellness

Our Mission

Develop successful kids, hopeful families, and active seniors

Our Values

Respect
Collaboration
Service
Connection
Hope

Our Areas of Focus

SUCCESSFUL KIDS

Providing children the resources they need to thrive



Youth Hunger

Removing barriers to learning by alleviating hunger. Offering supplemental nutrition to students through weekend food packs, family soup kits, and summer feeding programs.



Educational Enrichment

Equipping students with the resources and support they need to succeed in school. Providing supplies and instruction through events and programs.



Service Opportunities

Giving children and youth the chance to volunteer in their community. Opportunities include packing food, serving meals, and fun events.

HOPEFUL FAMILIES

Building community and support between neighbors



Community Building

Creating relational environments where families can connect with each other and with other families. Includes our Seeds of Change Community Dinner and annual family friendly events.



Basic Needs and Support

Providing basic resources for families in need through our Good Neighbor Fund, and partnering with community organizations to direct them to resources.



Holistic Health

Helping families grow by hosting classes to learn skills they need to manage family life and to grow in their passions and gifts through service opportunities.

ACTIVE SENIORS

Promoting wellness through friendship and fitness



Lunch and Nutrition

Sharing stories and laughter with other seniors while enjoying a nutritious lunch. Meals are based on the nutritional needs of seniors.



Fitness and Health

Increasing balance and strength while improving health through free fitness classes. Organizing guest speakers who address whole-person health and valuable resources.



Social Connections

Building friendships and support between seniors in the community over games, activities, and conversation.

Successful Kids

- ▶ **Kid PowerPacks-** weekly supplemental food for FME students; serving around 200-225 students weekly year around
- ▶ **SouperFamilies-** Crockpots and family meal kits to FME ECEAP Program; serving 40 families weekly during school year
- ▶ **Camp Community Explorers:** 2 FREE week-long summer day camps; projecting to serve 100 kids this summer
- ▶ **Back to School Event :** Annual distributing of backpacks and supplies, hosted at 3 locations: Edgewood, Milton and Fife. Serves around 1,000 students annually
- ▶ **Study Buddies:** Twice weekly after school tutoring and mentorship program. 100% of students showed an improvement in sight words and reading comprehension.
- ▶ **Service Projects:** Many of our most loyal volunteers are youth; packing food, serving meals, and performing for our seniors are how we keep our youth engaged and giving back



Hopeful Families

- ▶ **Good Neighbor Program:** Providing resource navigation and financial assistance to those impacted by covid-19 or other hardships. Since its inception in April 2020, we have supported 100 families with housing support and other basic needs and navigated over 225 families to additional resources.
- ▶ **Seeds of Change Community Meals** – Free weekly meal on Thursdays with social and education opportunities. Serving an average of 100 meals weekly.
- ▶ **Family Connection Events:** Monthly family-friendly social opportunities; activities take place at MVCC.
- ▶ **Holiday Hope:** Providing the link and administration between families and sponsors for holiday assistance; in 2022, 36 families were sponsored, with gifts, coats, and food for Christmas



Active Seniors

- ▶ **S.A.I.L Fitness Classes:** Currently offering four free fitness classes to seniors Monday-Thursday; serving an average of 57 unduplicated seniors monthly
- ▶ **Senior Café–** Senior Café provides a free weekly lunch each Tuesday to any senior 55+. Most weeks this includes a free presentation that will provide vital information or build connection with other entities in our community. We currently serve an average of 50 unduplicated seniors monthly.
- ▶ **Opening Minds Through Music & Art:** 6-week art series for people living with dementia and other cognitive challenges. Lutheran Community Services NW provides the instruction and supplies at no cost.
- ▶ **Krafty Krafters:** Weekly senior crafting group organized by the Milton Senior Society. Average of 15 seniors attending weekly.
- ▶ **Senior Garden:** New in 2023! Creating connection & friendships while growing produce for Senior Café and striving for abundance to share with local seniors.



Update on City of Edgewood Contribution

Contribution/Contract Parameters

- ▶ The council approved a \$100,000 contribution to MVCC in December 2022
- ▶ This support is to cover reimbursements for hunger relief (food) and rental and utility support
- ▶ All expenses go directly to the relief and support of youth, families, and individuals living in Edgewood, Milton, and Fife. No administration or payroll costs.
- ▶ The time period for reimbursements is January 21st 2022-June 30th 2023

Contribution Expenses So Far (Jan 2022-April 2023)

- ▶ Food
 - ▶ Youth Programs \$49,775.84
 - ▶ Senior Programs \$8,321.79
 - ▶ Community Programs \$726.71
- ▶ Rental & Utility Assistance: \$24,380.01
- ▶ In total we have expended: \$83,204.35
- ▶ Funds left: \$16,795.65

Update on City of Edgewood Contribution

Food Related Program Updates:

- ▶ Youth Programs:
 - ▶ January 2022 through the end of April 2023 we have provided 9,337 supplemental food packs and 2,192 family meals.
 - ▶ Numbers of food packs provided have gone up dramatically this school year (inflation, food costs) March 2022 we provided 430 food packs, in March 2023 863 food packs, **a 100% increase in youth served.**
- ▶ Community Programs
 - ▶ Our Thursday Community Dinners resumed twice a month in October of 2023. We began weekly dinners in March 2023. Most meals are covered by gracious volunteer teams, so expenses are very low.
 - ▶ We have served a total of 1,796 meals through the end of April 2023.
- ▶ Senior Programs:
 - ▶ January 2022 through the end of April 2023 we have provided 1,553 lunches for local seniors.
 - ▶ Numbers served continue to grow gradually. March 2022 we served 195 meals March 2023 we served 225 meals.

Update on City of Edgewood Contribution

Rental and Utility Support Updates

- ▶ From January 2022 through end of April 2023 we have supported 49 households with utility or rental assistance. We also have navigated an additional 143 households to additional supports. 88% of those surveyed reported an increase in at least one sector of self-sufficiency.
- ▶ The Good Neighbor Fund was not fully staffed until just recently (March 2023). Our capacity to serve more, given the availability of funds, has increased dramatically.

Update on City of Edgewood Contribution

Changes for the 23-24 Fiscal Year Budget (July 2023-June 2024)

► Rental/Utility Assistance:

- Now that the program is properly staffed, our goal is to have the capacity to serve around 10 families per month with housing support, budgeting \$5,000 per month. (\$60,000 annually). **This would be a 60% (\$36,000) increase in expenses from current FY.**
- Our fund is currently sitting at \$39,537 (not including city's contribution)
- We are seeking other grant/funding opportunities and would love to pursue speaking with the City of Milton and City of Fife to expand our capabilities

► Food

- Youth: Just to keep up with the current need we are expecting a minimum of a 25% (\$8,000) increase to expenses.
- Seniors/Community: We project minimum increase (5%) on the current budget numbers

Your support is making a difference in the lives of our neighbors!

- ▶ "There's so much to say, but I'll try and keep it simple. This fund didn't just help myself and my family through a tough time, it saved us from a disaster by allowing us to keep the one thing necessary for self-sufficiency during the worst time of our lives; our home. The Navigation Team was beyond kind and made us feel like part of a community. What a wonderful experience! We are so relieved." **-Father supported through the Good Neighbor Fund**
- ▶ "After being home bound because of Covid, and then with my wife's illness, the Mountain View Community Center has given me an opportunity to once again get out and meet people and to be involved in worthwhile activities while helping myself stay fit! The food is good too! " **-Local senior who recently became a widower**
- ▶ "Just knowing that someone is really caring about our kids makes a difference in our lives. We don't have a week that goes by that I am not grateful for the Power Pack that comes home with my son. It is hard when your kid is hungry and you don't have a way to feed him. It hurts. The Power Pack makes the weekends a lot better for the entire family." **-Parent of a youth that receives food assistance**



Upcoming Opportunities

We invite you to join us for the dedication of the MVCC Senior Garden!

Thursday, June 8th
11:30AM-12:30PM

Light refreshments will be served.
Please call 253-826-4329 to
RSVP.

Introducing the MVCC Senior Garden!



Special Thanks to:



Upcoming Opportunities

2023 Kilometers 4 Kids

The Fun Run is at Mt View Elementary to raise funds to support our summer youth programs! Run, walk, or jog. You pick the distance and pace that works best for you.

Registration includes an official 2023 KM4K t-shirt and a celebratory treat. Complete your laps to receive prizes from our sponsors ! Adult registration is \$25 and youth is \$15. All proceeds go directly to support local kids.

SPONSORSHIPS ARE AVAILABLE!





2023
Saturday June 24th
10AM - NOON

**Join us for a family friendly
fun run supporting MVCC's summer
youth programs!**

REGISTRATION IS OPEN!

**SATURDAY, JUNE 24TH 10AM-NOON
AT MT VIEW ELEMENTARY**



Upcoming Opportunities

2023 Camp Community Explorers

Mark your calendars and save these dates! Camp Community Explorers, our free summer day camp, will open enrollment on Monday, May 15th at 9am. Please visit our website to register www.mtviewcc.org. Plan on selecting and registering for ONE WEEK only to allow more youth the opportunity to experience camp.

Interested in volunteering? Please contact Amanda Goetz at amandag@mtviewcc.org or call 253-826-4329 x 106.

REGISTRATION OPENS MAY 15TH



CAMP COMMUNITY EXPLORERS

FREE SUMMER DAY CAMP

JULY 24th-July 28th OR JULY 31st-August 4th

9:30AM-2:00PM

**REGISTRATION IS LIMITED
PLEASE SELECT ONE WEEK ONLY**



VISIT WWW.MTVIEWCC.ORG TO REGISTER

Upcoming Opportunities

2023 Backpack Give-a-Way

Mark your calendars and save this date! We will be at three pick up locations distributing backpacks and supplies. We serve around 1,000 local students annually.

Interested in volunteering? Please contact Amanda Goetz at amandag@mtviewcc.org or call 253-826-4329 x 106.

SAVE THE DATE!

BACKPACK GIVEAWAY
Saturday, August 19th
10am-Noon



BACKPACK
Giveaway

VISIT WWW.MTVIEWCC.ORG

The background features a series of overlapping triangles in various shades of blue and green, creating a modern, geometric aesthetic. The triangles are positioned primarily on the left and right sides of the slide, leaving a large white central area for the text.

THANK YOU!

Stay Connected

- ▶ Caitlyn Remington-Board Chairperson
caitlynr@mtviewcc.org
- ▶ Jessie Holden-Executive Director
jessieh@mtviewcc.org
- ▶ Rachael Gibbons- Programs Manager
rachaelg@mtviewcc.org

- ▶ Kitty Coates-Office Manager
kittyc@mtviewcc.org
- ▶ Jennifer Dumo-Senior Programs Coordinator
melissac@mtviewcc.org
- ▶ Amanda Goetz-Youth Programs Coordinator
amandag@mtviewcc.org
- Adriel Foxley- Community Programs Coordinator
adrielf@mtviewcc.org



City Of Edgewood Council Agenda Summary Sheet

Subject: Meridian Corridor Study - Survey Results & Status Update	Agenda Item #: 2.B
	For Agenda of: 5/9/2023
	Prepared by:
Attachments (list): 1. Meridian Corridor - Council Meeting 05.09.23	
Approval of Materials: Rachel Pitzel, City Clerk/HR Director 5/4/2023 Dave Gray 5/5/2023 Daryl Eidinger 5/5/2023	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 05/09/2023 RCM

Summary Statement:

Transpo and Transportation Solutions are here this evening to provide Council with an update on the Meridian Corridor Study, the recent public input survey's results, and next steps.

Item History:

N/A

Recommended Action:

Presentation Only

Fiscal Note/Consideration:

N/A



MERIDIAN AVENUE (SR 161) CORRIDOR STUDY

City Council Meeting

May 9, 2023



AGENDA

- Project Overview / Approach
- Project Goals & Objectives
- Public Engagement Plan
- Analysis & Alternatives Development
- Public Survey Results
- Next Steps / Questions





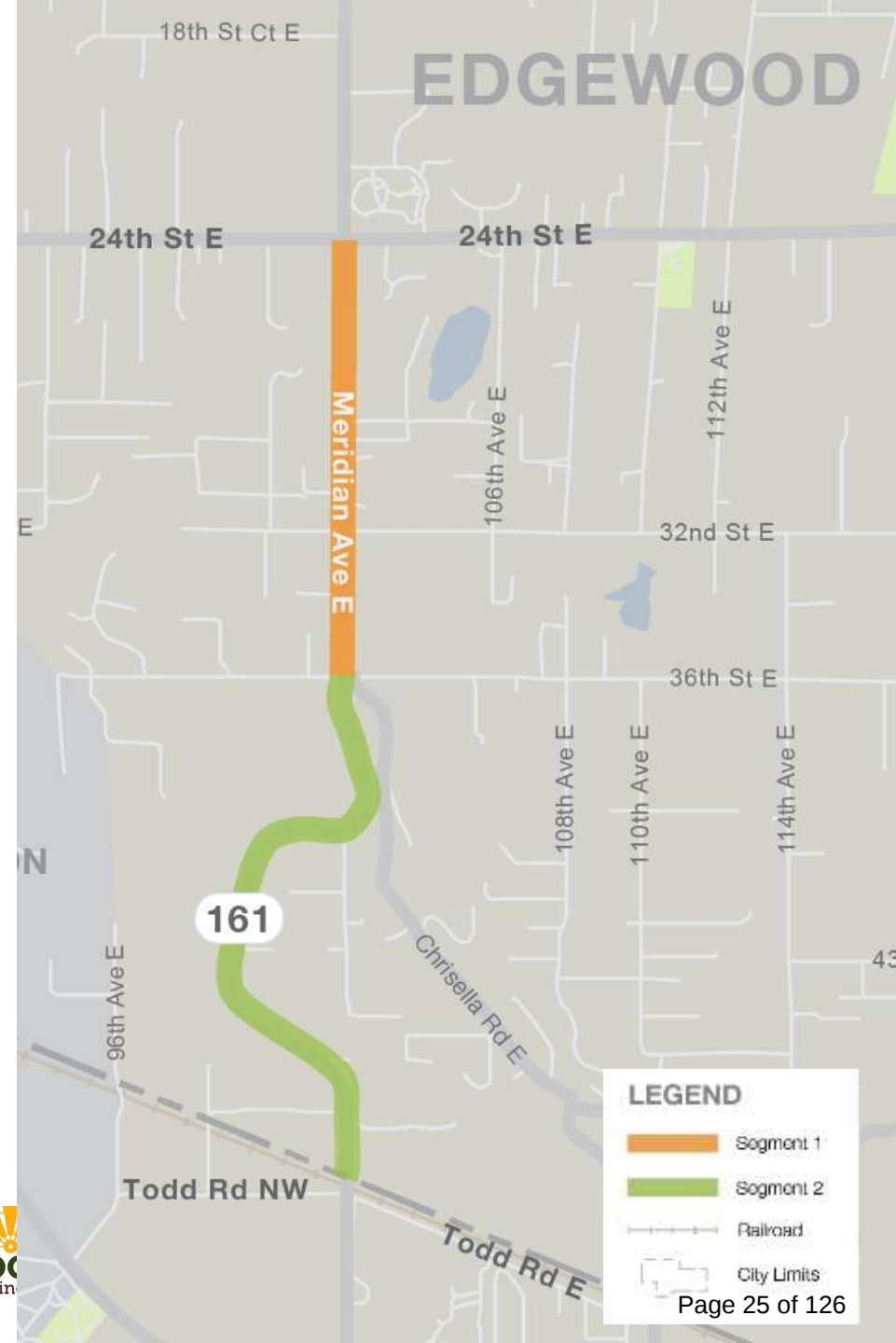
PROJECT OVERVIEW

STUDY AREA

Meridian Avenue between 24th Street E and south City limits

The analysis will also include:

- Segment of the corridor through the Town Center from 24th Street to 18th Street Court E
- Short segment into City of Puyallup to account for influences from adjoining intersections
- Local and regional influences outside the corridor
 - Land use growth in the City and region
 - Changes to the regional highway system (SR 167 Extension)



CORRIDOR OVERVIEW

- WSDOT completed improvements nearly 10 years ago north of 24th Street
- Last corridor study completed by WSDOT in 1997
- Lots has changed over 25 years
- WSDOT just completing SR 167 Master Plan

Segment 1:
24th Street to 36th Street



Segment 2:
From 36th St to City Limits (UP Rail line)



STUDY APPROACH



WE ARE HERE



PROJECT GOALS & OBJECTIVES

STUDY GOALS



Mobility and Safety

Develop a long-term strategy for addressing multimodal mobility, access and safety needs along the corridor



Land Use

Support the City's Town Center and other growth along the corridor



Community Involvement

Collaborate with WSDOT, stakeholders, and the public to confirm future needs



Natural Environment

Minimize impact to the environment

STUDY GOALS & OBJECTIVES

Improve Multimodal Mobility, Safety, and Access

- Balance corridor operations with local access and “complete street” improvements
- Enhance active transportation connectivity and comfort
- Increase transit access and reliability
- Improve system resiliency

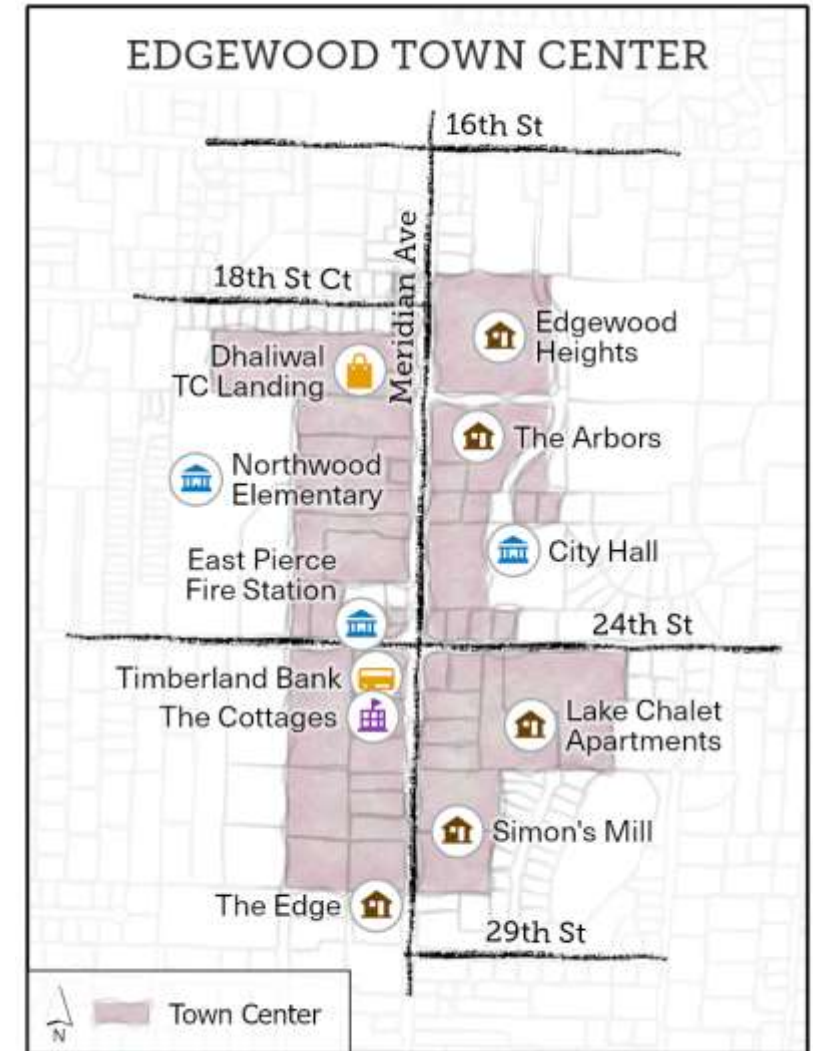


STUDY GOALS & OBJECTIVES



Support the vision for Town Center

- Create a walkable, connected community
- Incorporate the City's parallel road vision



STUDY GOALS & OBJECTIVES



Collaborate with the Community

- Obtain broad input from the public
- Seek WSDOT concurrence on the long-term vision
- Provide the groundwork for seeking funding for the solutions



Minimize impact to the environment

- Protect surrounding steep slopes
- Avoid impacting adjacent critical areas
- Improve surface water runoff and treatment



PUBLIC OUTREACH PLAN

OUTREACH ACTIVITIES



Stakeholder Interviews



Project Fact Sheet



Corridor Working Group



**City Council
Meetings**



Public Open House (#1)



**Public Open House/
Workshop (#2)**

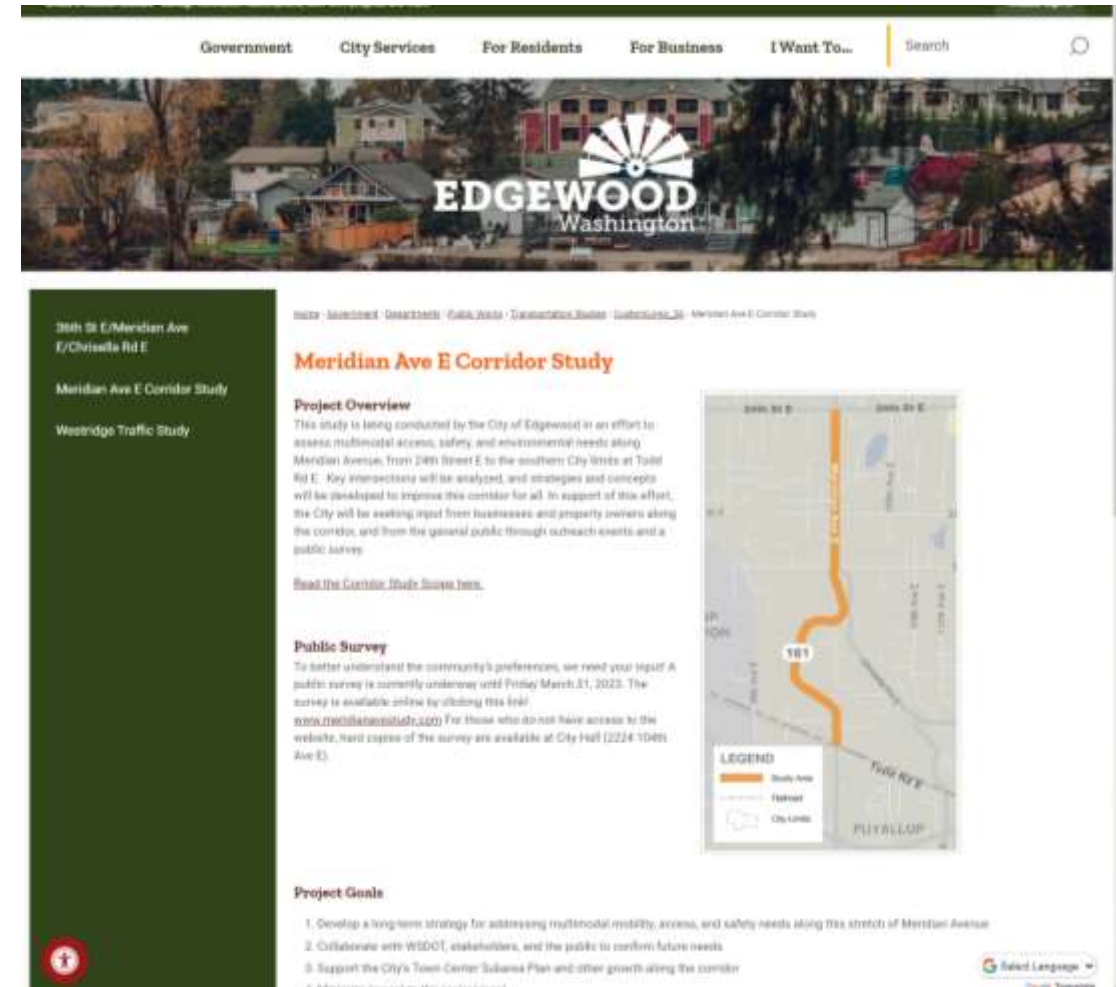


Online Survey



COMMUNICATION GOALS

- Establish a working group to guide the study, provide input, and communicate recommendations
- Actively engage stakeholders and impacted property owners
- Educate and engage the public to generate ideas, gather input, and ensure public expectations are being met



Project Website

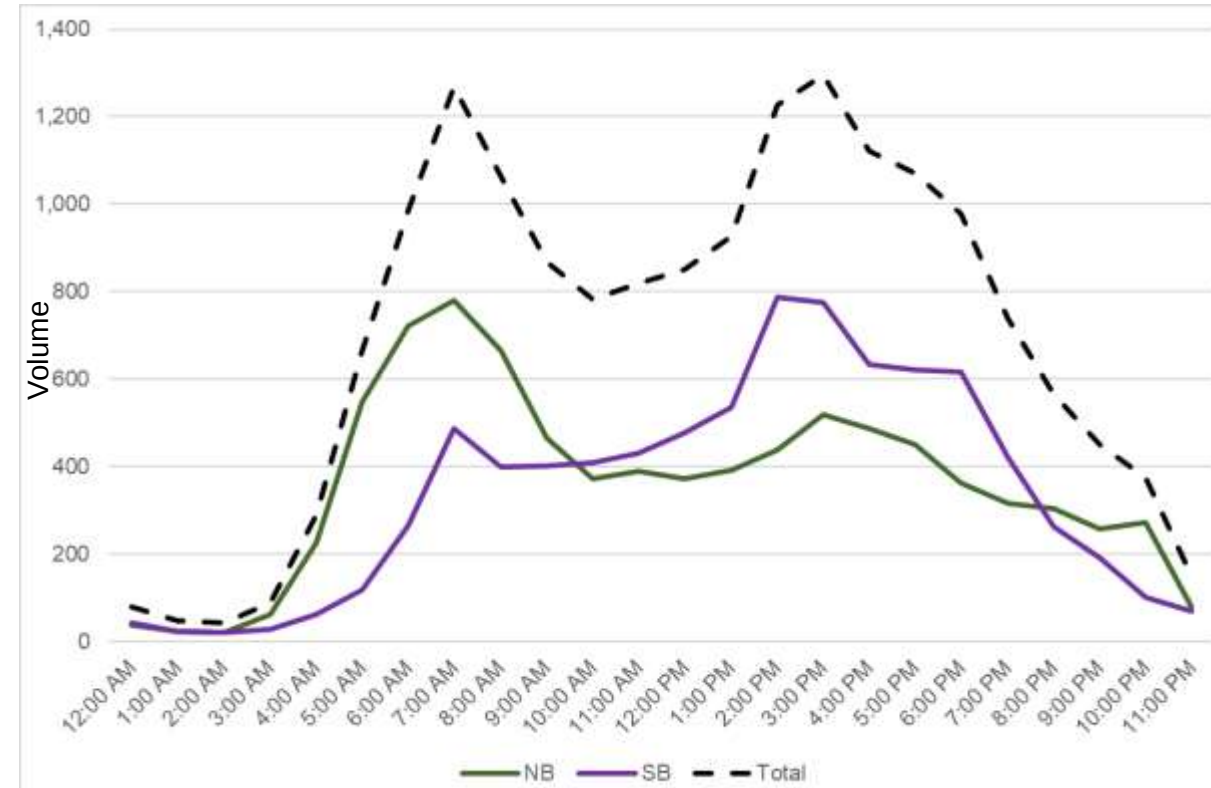
www.cityofedgewood.org/414/



ANALYSIS / ALTERNATIVE DEVELOPMENT

TRAFFIC VOLUMES

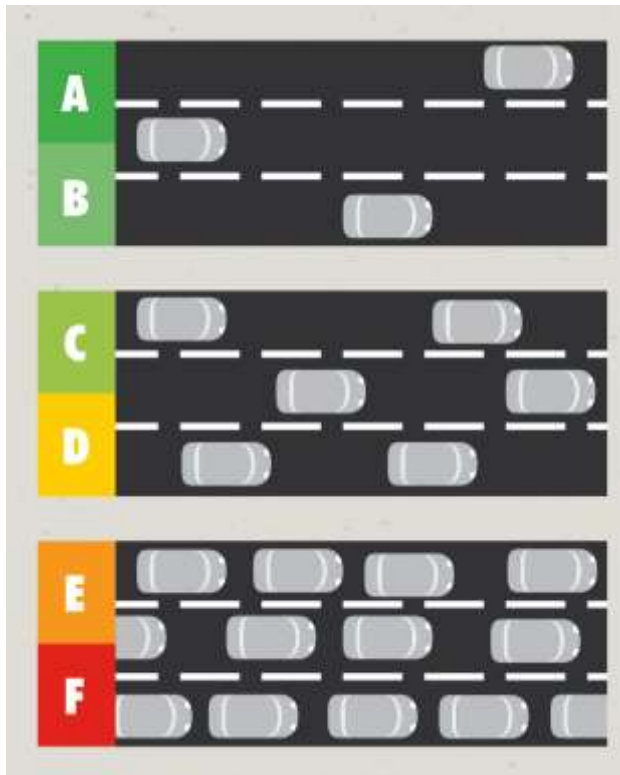
- Data collected during one week in September 2022
- Meridian Avenue serves the highest number of vehicles in the City
- Large directional peaks in the morning and afternoon



Midweek Average Hourly Volumes on Meridian Avenue
south of 36th Street E– September 2022

INTERSECTION “LEVEL OF SERVICE” (LOS) RESULTS

What is LOS? LOS is a planning metric used to define how well vehicle traffic flows along a street or road.



Existing weekday AM and PM peak hour LOS analysis

SAFETY ANALYSIS

- Collisions are clustered near intersections
- High collision density at
 - 24th Street E
 - 32nd Street E
 - 36th Street E
 - 102nd Avenue E
- No pedestrian/bike collisions or fatalities



ALT DEVELOPMENT – CONTEXT OF CORRIDOR

- Town Center Vision & Subarea Plan
- Comprehensive Plan
- Public Engagement
- WSDOT Design Standards
- State Complete Streets Requirements
- Safety, Traffic Operations, Multimodal Mobility, Transit Access



INFLUENCE OF WSDOT

Traditional Design Requirements

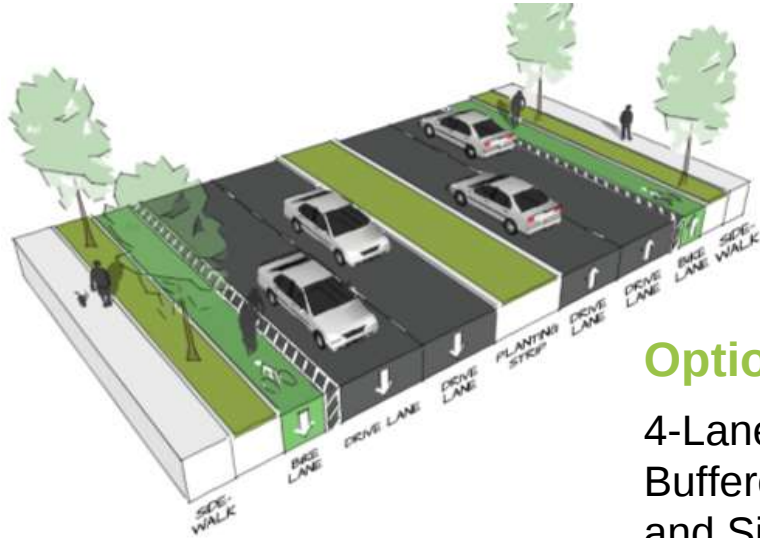
Complete Streets Design Requirements



WSDOT is “creating a system that enables safe, convenient access for all types of transportation options - walking, biking, driving and riding transit.”

“A transportation system that accommodates all forms of transportation is more efficient in the travel space provided, more accessible, safer, more economical and sustainable.”

DESIGN OPTIONS – SEGMENT 1 (24TH TO 36TH)



Option A:

4-Lane Section with Buffered Bike Lanes and Sidewalks



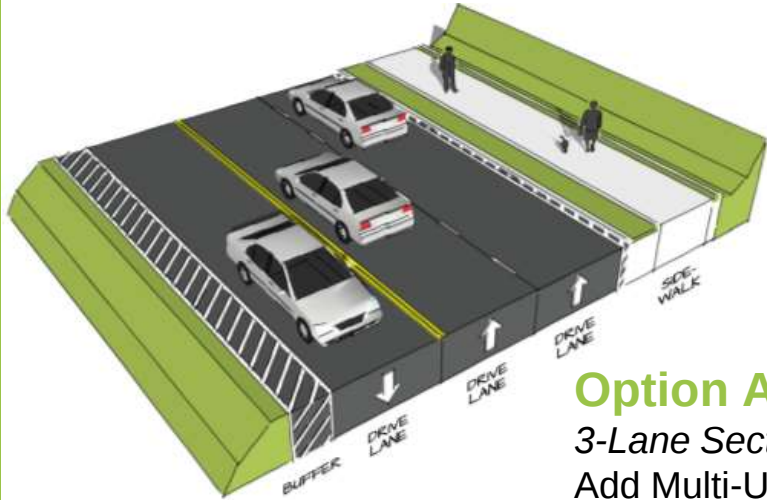
Option B:

4-Lane Section with Multi-Use Non-Motorized Zones

Both Options

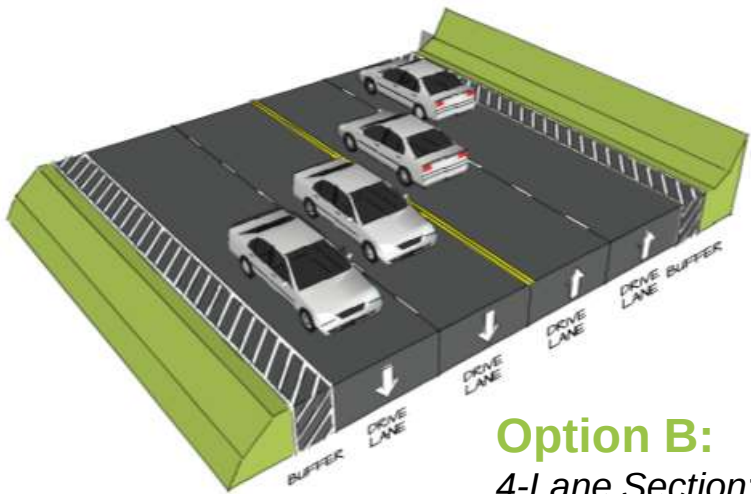
- Develop a 90' wide ROW corridor
- Provide equal width non-motorized areas each side
- Provide access management with center median
- Accommodate U-Turns
- Break up “super blocks” with signalized pedestrian crossings
- Have in-line transit stops, locations TBD
- Allow option to have outside lanes be Business Access Transit (BAT) lanes

DESIGN OPTIONS – SEGMENT 2 (SOUTH OF 36TH)



Option A:

3-Lane Section: Maintain Exist. 1 SB + 2 NB Lanes
Add Multi-Use Non-Motorized Zone (east side)
Widen UPRR for Non-Motorized Use (east side)



Option B:

4-Lane Section: Add 2nd Southbound Lane
Add Shoulders (both sides)
Widen UPRR to 4 Lanes + Sidewalk (east side)

Both Options

- Improve or relocate intersection with Dechaux Rd
- Consider intersection modifications at 102nd Ave E
- Are compliant with City's Non-Motorized Transportation Projects Plan. Connect to alternate north-south routes
 - 114th & 122nd or Chrisella (existing corridors east of Meridian)
 - 96th (a future corridor west of Meridian)

Evaluation Criteria and Scoring Overview

- Based on study goals
- Both quantitative and qualitative
- “Consumer reports” style
- Used to assess and compare alternatives and identify preferred design

Project Goals



CRITERIA

MOBILITY AND SAFETY

Intersection Operations

Roadway (vehicle) Safety

Pedestrian Comfort/Safety

Bicycle Comfort/Safety

ADA Accessibility

Effective Transit



LAND USE

Town Center Development

Effective Parallel Corridors

Local Business Access/Integration

Corridor Aesthetics



COMMUNITY INVOLVEMENT

Community Support/Acceptance (survey results)

Regional Mobility/ Continuity/Resiliency

Funding Availability/ Grant Applicability



NATURAL ENVIRONMENT

Minimal Environmental Impact

Constructability/Extendability

Segment 1

Option A

Option B

Segment 2

Option A

Option B

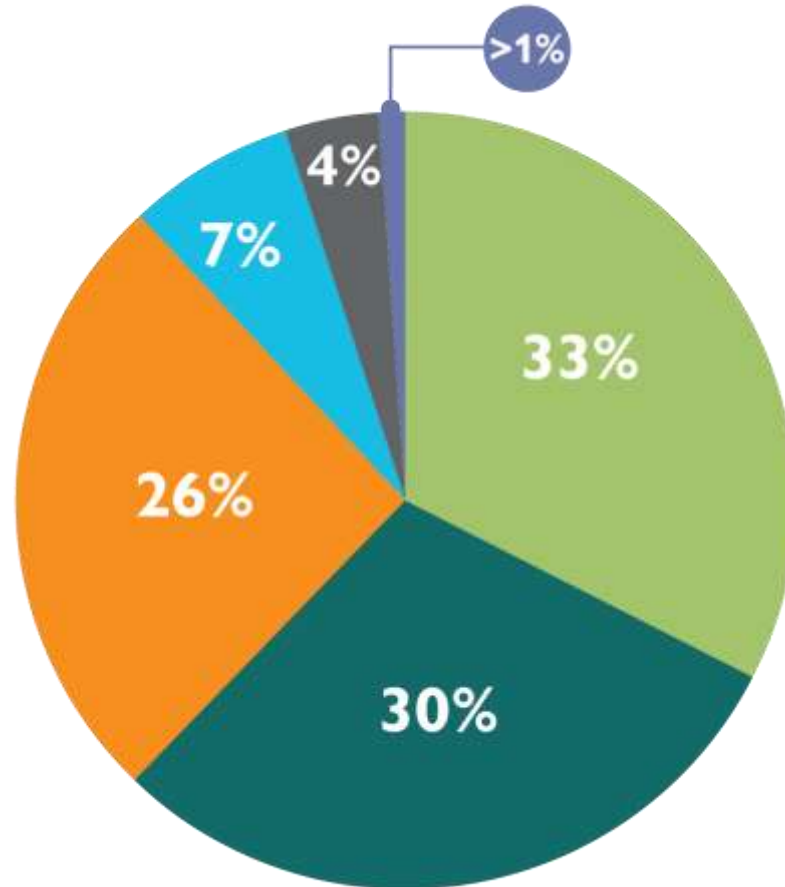


PUBLIC SURVEY RESPONSES

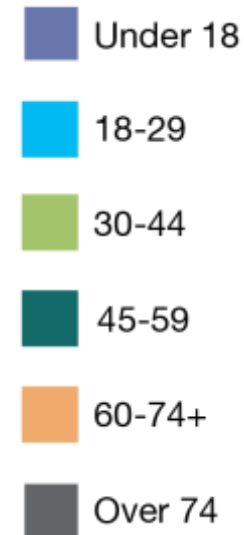
WHO TOOK THE SURVEY?

674 RESPONSES

55% women | 45% men



Age



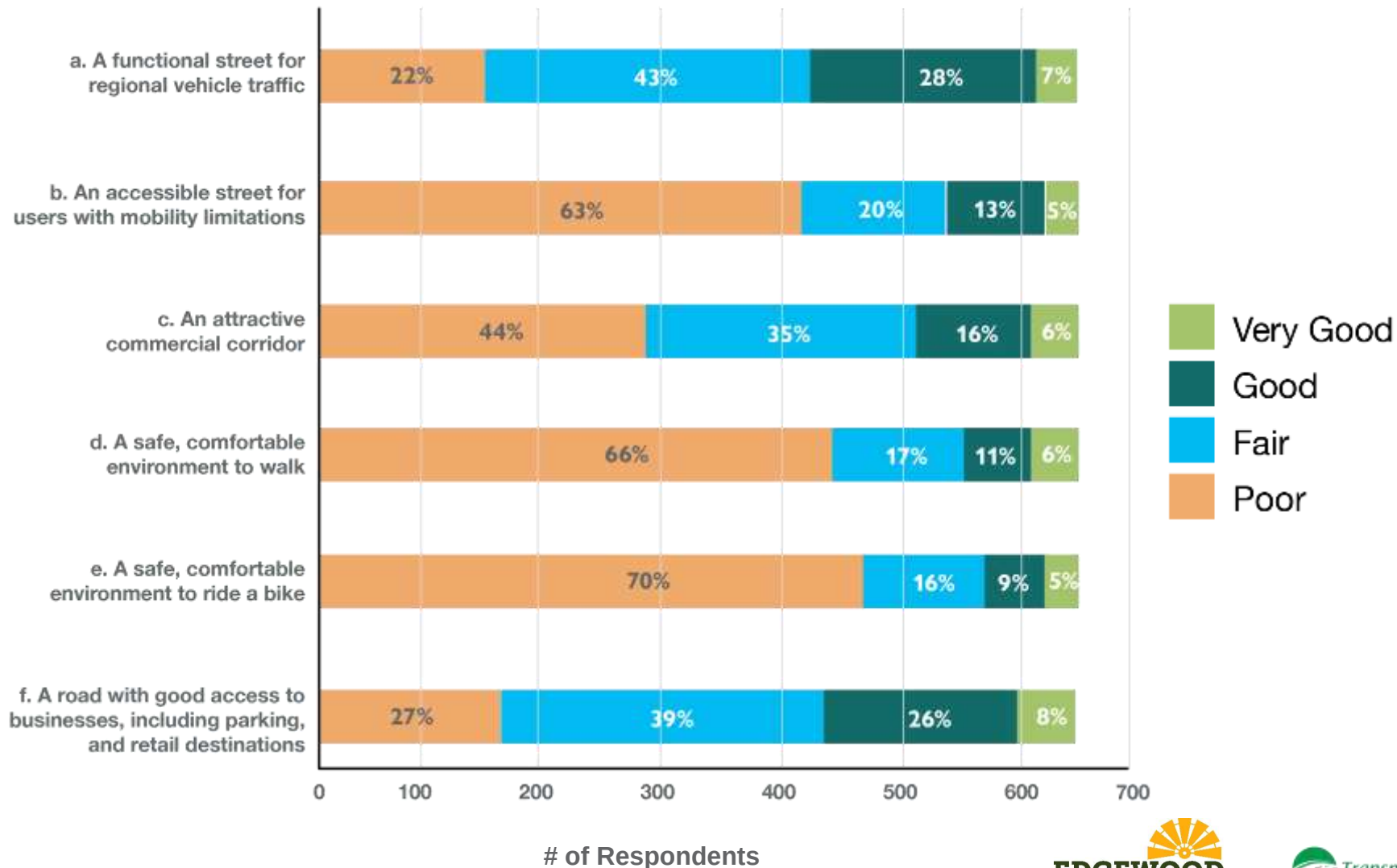
10%

Rent vs Own



90%

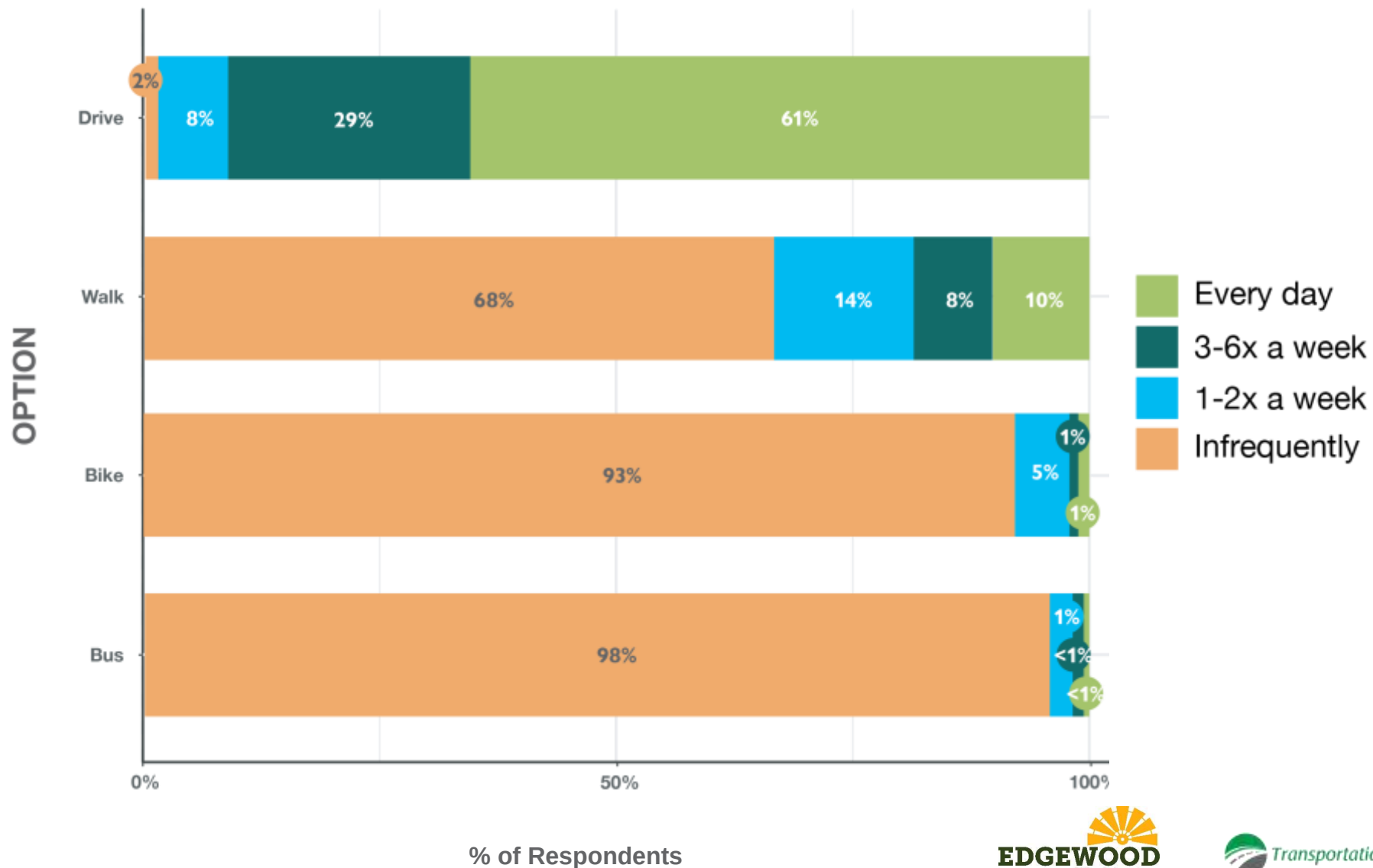
1. HOW DOES THE MERIDIAN AVENUE CORRIDOR FULFILL THE FOLLOWING FUNCTIONS?



KEY TAKEAWAYS

- The corridor better functions as a road for vehicles, with good access to adjoining businesses
- Safety and comfort for walkers and rollers was rated very low

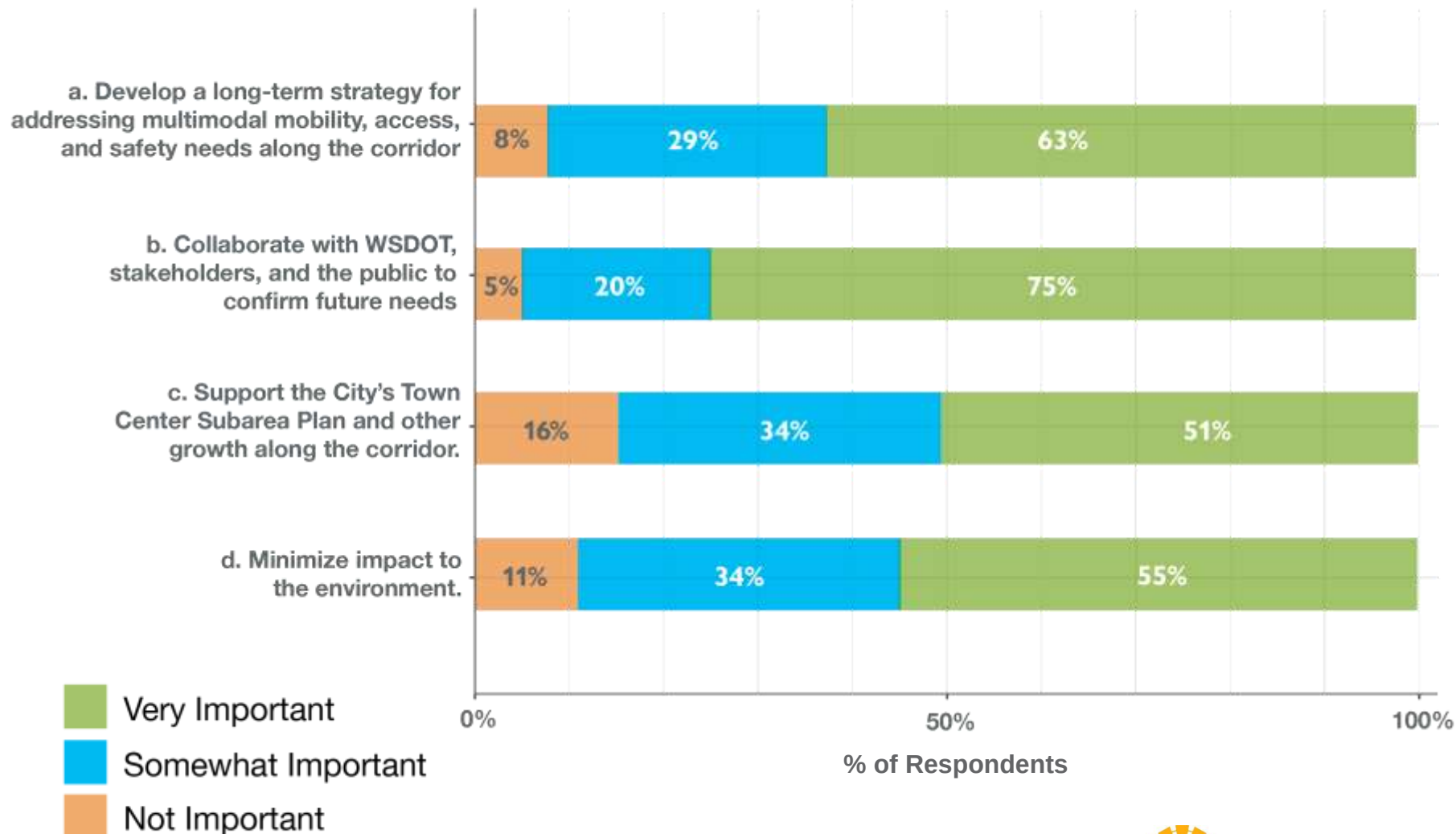
2. HOW OFTEN DO YOU WALK, BIKE, RIDE TRANSIT, OR DRIVE ALONG MERIDIAN AVENUE?



KEY TAKEAWAYS

- Most people drive the corridor frequently
- Few people ride the bus or bike
- Nearly 1/3 of the people walk on the corridor fairly often

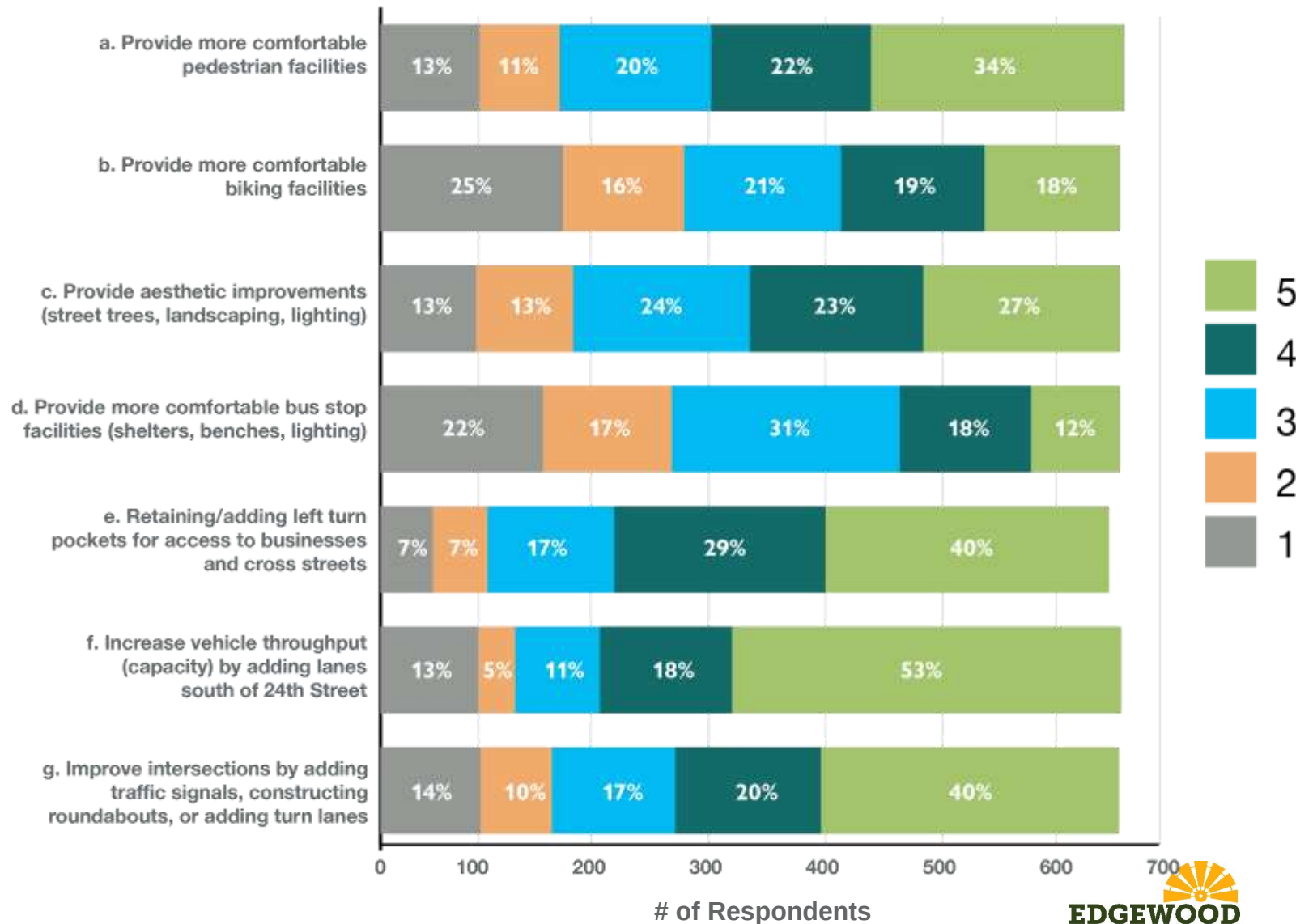
3. HOW IMPORTANT ARE THE PROJECT GOALS TO YOU?



KEY TAKEAWAYS

- Collaboration with the public and stakeholders is the most important goal
- Addressing multimodal access and safety was the next most important goal

4. ON A SCALE OF 1 (LEAST) TO 5 (MOST), PLEASE INDICATE LEVEL OF IMPORTANCE FOR THE FOLLOWING DESIGN CRITERIA FOR MERIDIAN AVE:



KEY TAKEAWAYS

- Improving vehicle capacity, access and operations were most important
- Providing comfortable pedestrian facilities and aesthetic improvements were important to many people
- Nearly 40% of people felt bus and bike improvements were not very important

5. ARE THERE CRITERIA NOT LISTED IN QUESTION #4 THAT YOU FEEL WOULD BE IMPORTANT TO INCLUDE TO HELP IMPROVE MERIDIAN AVENUE?

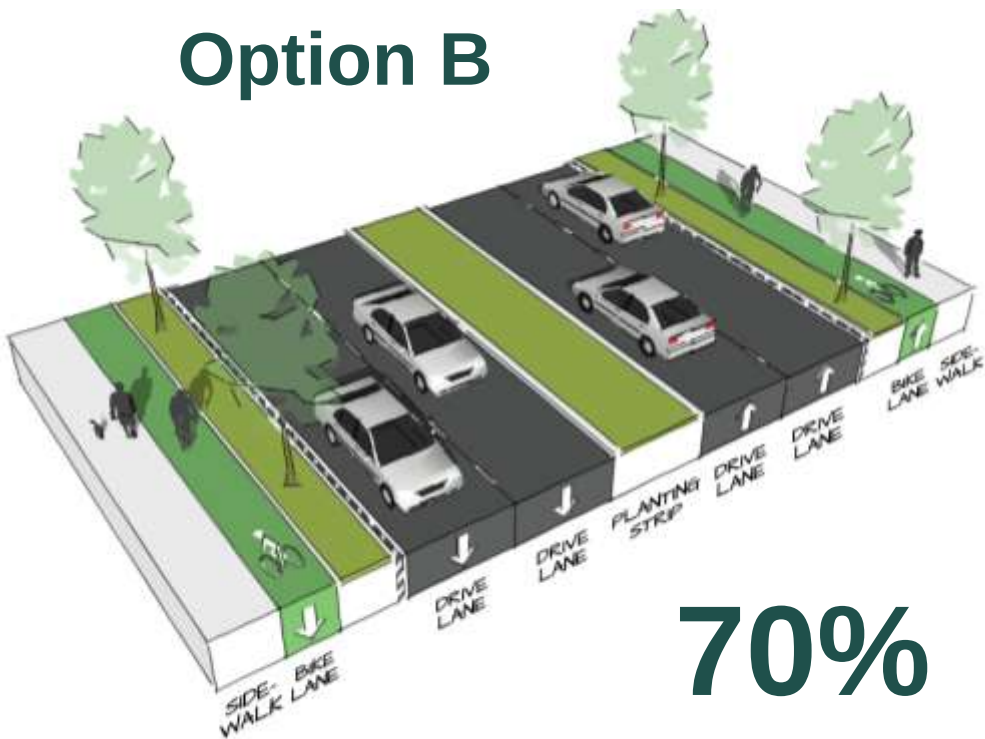


Other suggested design options

- Streetlights
- Crosswalks with pedestrian activated lights
- Speed limit changes
- Traffic safety cameras

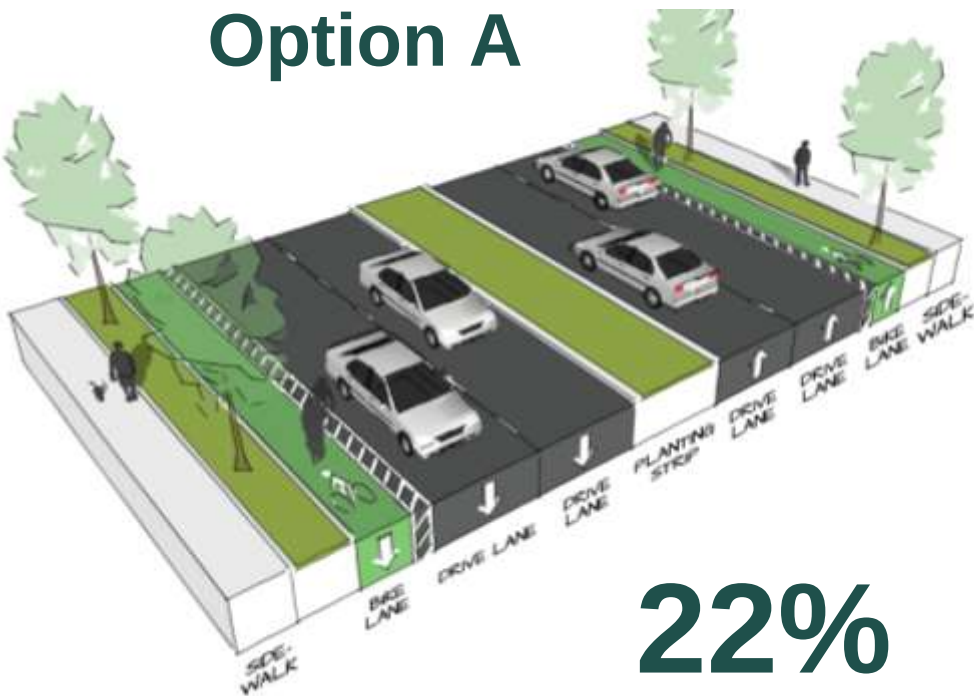
6. PLEASE RANK THE PRELIMINARY OPTIONS FOR SEGMENT 1 (24TH TO 36TH)

Option B



70%
first choice

Option A

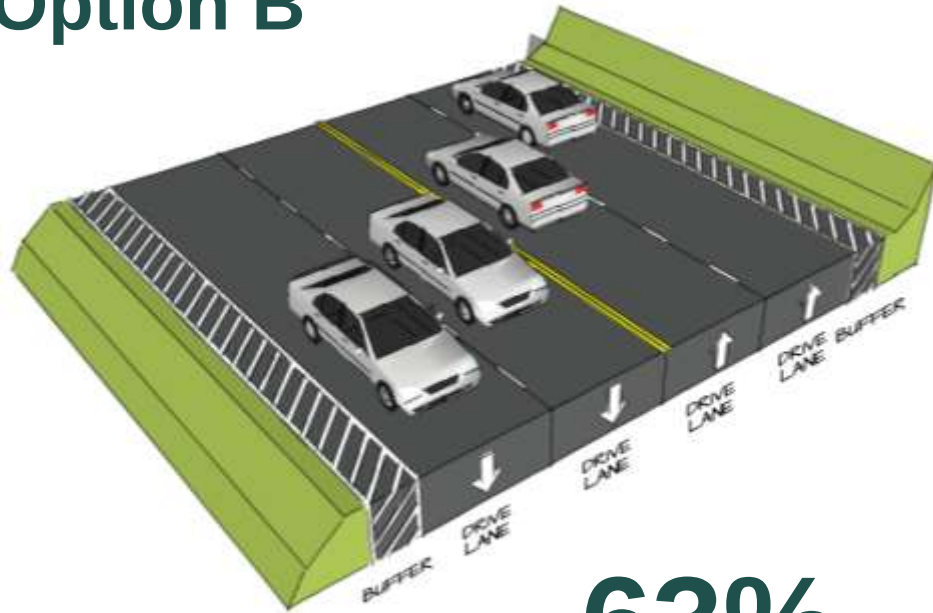


22%
first choice

8% undecided/
did not answer

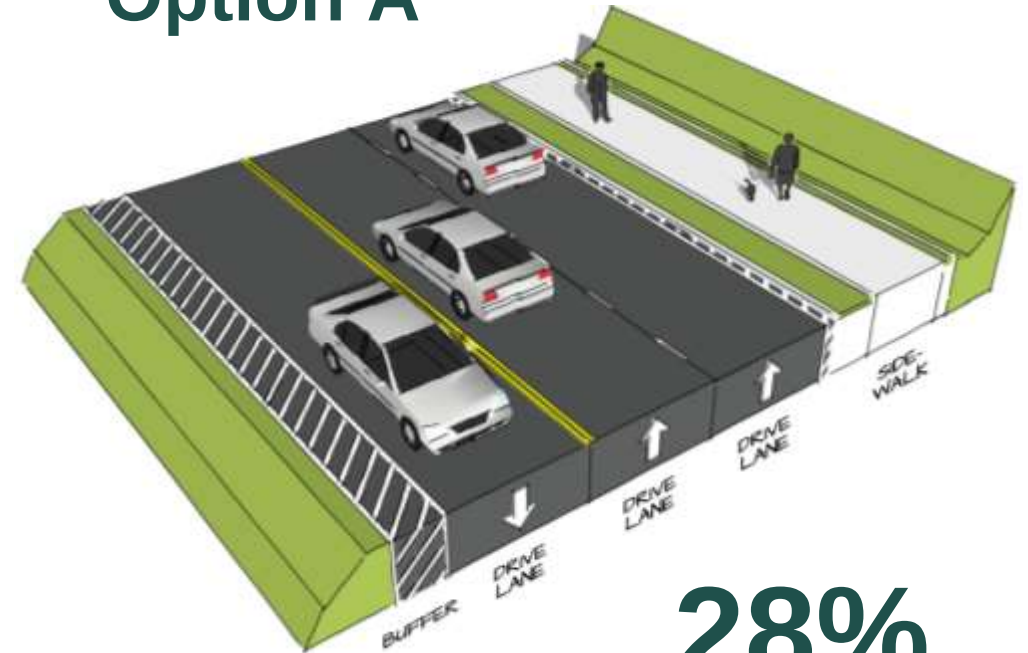
9. PLEASE RANK THE PRELIMINARY OPTIONS FOR SEGMENT 2 (36TH TO PUYALLUP CITY LIMITS)

Option B



63%
first choice

Option A



28%
first choice

*9% undecided/
did not answer*



NEXT STEPS



NEXT STEPS

- Complete concept design plans
- Evaluate alternatives
- Prepare project cost estimates
- Identify funding opportunities
- Schedule public workshop

QUESTIONS



CONTACT

Evan Hietpas, Senior Planner

City of Edgewood

evan@cityofedgewood.org

Jeremy Metzler, Public Works Director

City of Edgewood

jeremy@cityofedgewood.org



CITY OF EDGEWOOD REGULAR COUNCIL MEETING AGENDA SUMMARY

Tuesday, April 25, 2023 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

Mayor Eidinger called the meeting to order at 7:00pm and led the attendees in the Pledge of Allegiance.

Present: Deputy Mayor Tomin, Councilmember Creley, Councilmember Buckley, Councilmember Lowry, Councilmember Day, Councilmember West, Councilmember Keith **Staff Present:** Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Community & Economic Development Director Lauren Balisky, IT Director Matthew Ray, Public Works Director Jeremy Metzler, Chief Mark Berry, City Attorney Ann Marie Soto

2 AUDIENCE COMMENT

Terry Faherty spoke.

3 MAYOR'S REPORT

Mayor Eidinger read his report into the record and then invited each Director to speak on topics of their choosing.

4 CONSENT AGENDA:

- A. Regular Meeting Minutes of April 11, 2023
- B. Study Session Meeting Minutes of April 18, 2023
- C. **AB23-011** – a motion approving April 2023 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; Employment Security Department- PFML; IRS 941; and Dept of Labor & Industry in the amount of \$170,157.43 and Vendor Check Numbers 25755 through 25764 with EFT and Direct Pay Payments in the amount of \$222,845.73. Total distributions submitted for review and authorization in the amount of \$393,003.16.
Motion: As read **Action:** Approved **Moved by:** Councilmember Creley **Seconded by:** Councilmember West **Motion Passed 7-0**

5 COUNCIL BUSINESS

There was no council business to discuss.

6 COUNCIL COMMENTS

Councilmember Day spoke.

Councilmember Lowry spoke.

7 EXECUTIVE SESSION

- A. Pursuant to RCW 42.30.110(1)(b) – Lease or purchase of real estate
The meeting was recessed at 7:14pm for ten minutes and the Council went into Executive Session, with Mayor Eidinger announcing there would be no further Council business to discuss.

8 ADJOURN

Mayor Eidinger reconvened the meeting, and then promptly adjourned it at 7:24pm.



Jill S. Herrera
Communications Coordinator / Deputy City Clerk



Daryl Eiding
Mayor



CITY OF EDGEWOOD

STUDY SESSION MEETING AGENDA SUMMARY

Tuesday, May 2, 2023 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

Mayor Eidinger called the meeting to order at 7:00pm and led the attendees in the Pledge of Allegiance.

Present: Councilmember Day, Councilmember Creley, Deputy Mayor Tomin, Councilmember West, Councilmember Keith, Councilmember Buckley, Councilmember Lowry **Staff Present:** Assistant City Administrator Dave Gray, Community & Economic Development Director Lauren Balisky, Public Works Director Jeremy Metzler, IT Director Matthew Ray

2 COUNCIL BUSINESS

A. Presentation - Puget Sound Energy Electric Supply

Representatives from Puget Sound Energy, Christine Nhan, Amy Tousley, and Colin O'Brien spoke about the electric grid within the City of Edgewood, and then answered the Council's questions.

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

Councilmember Buckley shared information pertaining to the Puyallup Land Claims Settlement and the Medicine Creek Treaty.

C. City Hall Interior Paint and Wall Treatments

Public Works Director Metzler briefed the Council on the details behind the need for this contract approval, asking if it was granted to allow him to place it on the consent agenda at the following meeting.

D. Traffic Control Services Contract

Joe Blaine discussed the need for this contract, and the details behind it, asking that it be placed on an upcoming consent agenda.

E. Custom Safety Personal Services Agreement

Assistant City Administrator Gray briefed the Council on the need for this agenda item.

F. Strategic Planning

Assistant City Administrator Gray brought this agenda item back for further discussion.

3 OTHER COUNCIL ITEMS

Mayor Eidinger spoke.

4 ADJOURN

Mayor Eidinger adjourned the meeting at 8:25pm.

Jill S. Herrera
Communications Coordinator / Deputy City Clerk

Daryl Eidinger
Mayor



**CITY OF EDGEWOOD
ECONOMIC DEVELOPMENT ADVISORY BOARD (EDAB)
MEETING AGENDA SUMMARY**

Monday, March 6, 2023 – 6:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

Michael Pearce called the meeting to order at 6:08pm

Board Members Present: Michael Pearce, Andrew Wiesenfeld, Steven Weiss

A.

- i. Position 1: VACANT
- ii. Position 2: Andrew Wiesenfeld
- iii. Position 3: Lora Butterfield
- iv. Position 4: Steve Weiss
- v. Position 5: Angel Swanson
- vi. Position 6: Michael Pearce
- vii. Position 7: Jason Neil

2 CONSENT AGENDA:

- A.** Agenda Approval or Modifications
- B.** Approval of Meeting Minutes for February 6, 2023
- C.** Review of February 13, 2023 Planning Commission Meeting Minutes
- D.** Review of January Development Review Reports

3 CITIZEN COMMENT PERIOD:

4 OLD BUSINESS

- A.** 2023 EDAB Meeting Calendar
- B.** 2024 Comprehensive Plan Update

5 NEW BUSINESS

- A.** 2023 Work Plan Program and Prioritization

6 STAFF COMMENTS

- A.** Meeting Facilitation Training Videos:
Robert's Rules of Order - Mastering the 3 Most Important Motions
https://www.youtube.com/watch?v=eYwKX_P8YkU
Robert's Rules of Order QuickStart
https://www.youtube.com/watch?v=fm4hxxh3_19o

7 BOARD MEMBER UPDATES

8 ADJOURN

There was no quorum, and the meeting was adjourned at 6:08pm.



SPECIAL MEETING TRI-JURISDICTION

PARKS AND RECREATION ADVISORY BOARD MEETING SUMMARY

Wednesday, March 8, 2023 – 6pm ♦ City Hall – 2224 104th Avenue East ♦

1. Call to Order

Chair Levenhagen called the meeting to order at 6:00pm

2. Roll Call

Present: Brian Levenhagen, Stacie Famer, Bill Hilton, Amity Highley, Jeff Southard, Shawn Olesen, Anne Percival

Council liaison: Councilmember Tomyen

City Staff Present: Public Works Director (PWD) Jeremy Metzler IT Director Matthew Ray, NPDES/Surface Water Program Coordinator Joe Blaine

New Business

a. City of Edgewood Upcoming Events

Public Works Director Metzler discussed changes to the Community Garden program, and touched on the annual Edgewood Picnic July 15th, and Tree Lighting November 24th, and updates to the Interurban Trail design effort, and improvements to the Nelson Nature Park. Stormwater expert Joe Blaine discussed the upcoming Earth Day April 22nd and the Natural Yard Care Webinars that the city is sponsoring through the Tacoma Pierce County Health Department. Chair Levenhagen discussed the addition of the Edgewood Community Park, and the playground equipment updates to Edgemont Park.

b. City of Milton Upcoming Events

Dustin Madden, Justin Murray, and Shannon Elliott were on hand to discuss improvements to Milton Community Park, finalizing design on an outdoor meeting center/stage setting, improvements to Hill Tower Parks playground equipment, two parks appreciation events tentatively scheduled for April and September, their skate park event in June, and Milton Days in August.

c. City of Fife Upcoming Events

Parks and Rec Aquatic Director Megan Jendrick spoke about the Movie in the Pool March 18th, the Easter Egg Hunt April 8th at Dacca Park, Parks Appreciation Day April 22nd at Five Acre Park, Mother's Day tea, the Father's Day field event, Trails Day July 29th, the music in the park

summer series kicking off at Dacca Park July 13th, the Harvest Festival October 7th , the Tree Lighting December 5th, and breakfast with Santa December 9th. She briefed on the Homeless Job Fair Village, the splash pad being added to Colburn Park, ADA upgrades to Sheffield Trail, and the pool lining renovation project. Park Advisory Board members Brian Humphreys and Lauren Bonck spoke about their recently created event sub-committees, and various collaboration ideas.

d. Interagency Coordination

Attendees then discussed various ways to collaborate with one another moving forward, and establishing a contact person at each city to share information and updates.

3. Adjourn –

Motion: Adjourn **Action:** Approve, **Moved by:** Shawn Olesen **Seconded by:** Bill Hilton

Motion Carried meeting adjourned at 6:40pm.



CITY OF EDGEWOOD PLANNING COMMISSION MEETING MINUTES

Monday, March 13, 2023 – 6 p.m. • Edgewood City Hall – 2224 104th Ave. E

Meeting Held Virtually via Zoom

1. **CALL TO ORDER:** Chair Overfield called the meeting to order at 6:01 PM.
 - A. **Commissioners Present:** Guillory; Overfield; Greene; Wagner; Ramirez; Pincas; Slate (*arrived after Consent Agenda voting*)
 - B. **Commissioners Absent:** None
 - C. **Staff Members Present:** Evan Hietpas, Senior Planner
Lauren Balisky, CED Director
Jeremy Metzler, Public Works Director
 - D. **Others Present:** None
2. **CONSENT AGENDA:** Chair Overfield requested a motion to approve the consent agenda. Vice-Chair Pincas motioned to approve as presented, Guillory seconded. Commission voted 6-0 to approve.
3. **CITIZEN COMMENTS:** None
4. **PUBLIC HEARINGS:** None
5. **ACTION ITEMS:** None
6. **DISCUSSION ITEMS:**
 - A. Public Zone and Public Facilities Code Amendments
 - i. Hietpas provided an update on the code amendments that were adopted by City Council under Ordinance No. 23-0644 on February 28, 2023.
 - B. General Sewer Plan
 - i. City staff provided an update on the project timeline and process for the City's General Sewer Plan.



**CITY OF EDGEWOOD
PLANNING COMMISSION MEETING MINUTES**

Monday, March 13, 2023 – 6 p.m. • Edgewood City Hall – 2224 104th Ave. E

Meeting Held Virtually via Zoom

C. Periodic Update

- i. City staff and Commissioners watched a brief recording of a presentation from the Department of Commerce.
- ii. City staff and Commissioners discussed the Periodic Update process, especially the Planning Commission's meeting schedule and public participation schedule.

D. 2023 Work Plan

- i. No discussion held.

7. STAFF COMMENTS:

8. COMMISSIONER COMMENTS:

- A. Vice-Chair Pincas announced that they will be absent from the May meeting.

9. ADJOURN: Chair Overfield adjourned meeting at 7:09 PM.

City of Edgewood 2023

May 9th 2023 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10611 Last Number Issued Previous Authorization			
<u>AWC EFT 4/28/23</u>	AWC Employee Benefit Trust	4/28/2023	\$50,214.82
<u>DCP EFT 4/28/23</u>	Deferred Compensation Program	4/28/2023	\$18,454.92
<u>Direct Deposit Run -</u>	Payroll Vendor	4/28/2023	\$101,209.25
<u>DRS EFT 4/28/23</u>	Dept of Retirement Systems	4/28/2023	\$23,108.05
<u>DSHS-DCS EFT</u>	WA State Support Registry	4/28/2023	\$719.00
<u>IRS 941 EFT 4/28/23</u>	IRS 941	4/28/2023	\$19,563.49
Total			\$213,269.53

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
25764 Last Number Issued Previous Authorization			
<u>25765</u>	A & R Services dba Angela Rojo	5/9/2023	\$1,135.00
<u>25766</u>	City of Sumner	5/9/2023	\$20,280.00
<u>25767</u>	Gray & Osborne, Inc	5/9/2023	\$9,284.69
<u>25768</u>	Heirs and Devisess of Evan L. Owen III, Deceased	5/9/2023	\$15,700.00
<u>25769</u>	International Code Council, Inc.	5/9/2023	\$145.00
<u>25770</u>	Legend Data Systems, Inc., dba Legend ID	5/9/2023	\$27.23
<u>25771</u>	Mt. View-Edgewood Water Co.	5/9/2023	\$24.65
<u>25772</u>	OAI PS	5/9/2023	\$2,925.00
<u>25773</u>	One Beat Medical	5/9/2023	\$300.00
<u>25774</u>	Peak Industrial Inc	5/9/2023	\$264.86
<u>25775</u>	Petty Cash Custodian	5/9/2023	\$205.54
<u>25776</u>	Pierce County Budget & Finance Court	5/9/2023	\$58,394.00
<u>25777</u>	Pierce County Budget & Finance PW	5/9/2023	\$4,045.38
<u>25778</u>	Pierce County Budget & Finance Sheriff	5/9/2023	\$255,461.14
<u>25779</u>	Sound Electronics	5/9/2023	\$264.00
<u>Direct Pay Payment</u>	American Traffic Solutions	5/9/2023	\$33,250.00
<u>Direct Pay Payment</u>	Herrera Environmental Consultants, Inc.	5/9/2023	\$7,693.11
<u>Direct Pay Payment</u>	Kyocera Document Solutions NW	5/9/2023	\$601.35
<u>Direct Pay Payment</u>	McKinstry Co, LLC	5/9/2023	\$1,684.93
<u>Direct Pay Payment</u>	SS Landscaping Services	5/9/2023	\$2,590.85
<u>Direct Pay Payment</u>	Traffic Management, Inc.	5/9/2023	\$5,368.13
<u>Direct Pay Payment</u>	Utilities Underground Location Center	5/9/2023	\$82.56
<u>Direct Pay Payment</u>	Whistle Workwear / Workworld	5/9/2023	\$934.09
<u>EFT Payment 5/4/2023</u>	Century Link	5/9/2023	\$166.25
<u>EFT Payment 5/4/2023</u>	Verizon Wireless	5/9/2023	\$1,720.24
<u>EFT Payment 5/4/2023</u>	Comcast	5/9/2023	\$1,535.69
<u>EFT Payment 5/4/2023</u>	Crystal Springs	5/9/2023	\$197.32
<u>EFT Payment 5/4/2023</u>	ESI Security	5/9/2023	\$110.00
<u>EFT Payment 5/4/2023</u>	Grainger	5/9/2023	\$541.62
<u>EFT Payment 5/4/2023</u>	Lakehaven Water & Sewer District	5/9/2023	\$254.80
<u>EFT Payment 5/4/2023</u>	Murrey's Disposal Company	5/9/2023	\$380.69
<u>EFT Payment 5/4/2023</u>	Office Depot	5/9/2023	\$270.66
<u>EFT Payment 5/4/2023</u>	T-Mobile	5/9/2023	\$36.40

Total Claims Voucher Distribution	\$425,875.18
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Total Distribution Submitted for Review & Authorization	\$639,144.71
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Authorization Adjustments:	
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Total Distribution Net of Prior Authorized Adjustments	\$639,144.71
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Claims Voucher Approval: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Edgewood, and that I am authorized to authenticate and certify to said claim.

Accounting Manager, Stephanie Goff

Mayor, Daryl Eidinger

Council Member



Voucher Directory

Fiscal: : 2023 - May
Council Date: : 2023 - May - 1st Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
A & R Services dba Angela Rojo	25765			2023 - May - 1st Council Meeting	
		569- A&R			
			May Services		
			001-018-000-518-30-41-01	Professional Services	\$1,135.00
				Monthly Janitorial Svs. for May	
		Total 569- A&R			\$1,135.00
	Total 25765				\$1,135.00
Total A & R Services dba Angela Rojo					\$1,135.00
American Traffic Solutions					
	Direct Pay Payment 5/4/2023 1:23:44 PM - 1			2023 - May - 1st Council Meeting	
	INV0053590				
			April Traffic Camera Services		
			001-021-000-521-70-41-11	Traffic Policing-Traffic Camera Contract	\$33,250.00
				7 Traffic Cameras	
		Total INV0053590			\$33,250.00
	Total Direct Pay Payment 5/4/2023 1:23:44 PM - 1				\$33,250.00
Total American Traffic Solutions					\$33,250.00
Century Link					
	EFT Payment 5/4/2023 1:13:08 PM - 1			2023 - May - 1st Council Meeting	
	253-928-2018 680 4/25-5/25/23				
			4/25-5/25/23 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$166.25
				Elevator and Fire Alarm Line	
		Total 253-928-2018 680 4/25-5/25/23			\$166.25
	Total EFT Payment 5/4/2023 1:13:08 PM - 1				\$166.25
Total Century Link					\$166.25
City of Sumner					
	25766			2023 - May - 1st Council Meeting	
		923-COS			
			March Services		
			001-019-000-554-30-41-01	Animal Control Services	\$6,760.00
				Animal Control Svs. for March	
		Total 923-COS			\$6,760.00

Vendor	Number	Reference	Account Number	Description	Amount
		929-COS			
			April Services		
			001-019-000-554-30-41-01	Animal Control Services	\$6,760.00
				Animal Control Svs. for April	
		Total 929-COS			\$6,760.00
		935-COS			
			May Services		
			001-019-000-554-30-41-01	Animal Control Services	\$6,760.00
				Animal Control Svs. for May	
		Total 935-COS			\$6,760.00
	Total 25766				\$20,280.00
Total City of Sumner					\$20,280.00
Comcast					
	EFT Payment 5/4/2023 1:13:08 PM - 2		2023 - May - 1st Council Meeting		
	171090479				
			4/10-5/14/23 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$917.11
				City Hall Internet (New- Fiber Upgrade)	
	Total 171090479				\$917.11
	8498 34 018 0012868 4/30-5/29/23				
			4/30-5/29/23 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$117.83
				Home Internet- M.Ray (IT Director)	
	Total 8498 34 018 0012868 4/30-5/29/23				\$117.83
	8498 35 021 0458551 4/25-5/24/23				
			4/25-5/24/23 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$406.85
				City Hall Internet	
	Total 8498 35 021 0458551 4/25-5/24/23				\$406.85
	8498 35 021 0602869 4/29-5/28/23				
			4/29-5/28/23 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$93.90
				City Hall Public Internet	
	Total 8498 35 021 0602869 4/29-5/28/23				\$93.90
	Total EFT Payment 5/4/2023 1:13:08 PM - 2				\$1,535.69
Total Comcast					\$1,535.69
Crystal Springs					
	EFT Payment 5/4/2023 1:13:08 PM - 3		2023 - May - 1st Council Meeting		
	15787820 041923				
			April Water Delivery		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$197.32

Vendor	Number	Reference	Account Number	Description	Amount
				Water Delivery	
		Total 15787820 041923			\$197.32
		Total EFT Payment 5/4/2023 1:13:08 PM - 3			\$197.32
Total Crystal Springs					\$197.32
ESI Security					
	EFT Payment 5/4/2023 1:13:08 PM - 4		2023 - May - 1st Council Meeting		
	001695				
		May Purchase			
		001-076-000-576-80-31-01		Operational Supplies	\$110.00
				ReKey Edgemont Park Restroom	
		Total 001695			\$110.00
	Total EFT Payment 5/4/2023 1:13:08 PM - 4				\$110.00
Total ESI Security					\$110.00
Grainger					
	EFT Payment 5/4/2023 1:13:08 PM - 5		2023 - May - 1st Council Meeting		
	9679980343				
		April Purchases			
		001-076-000-576-80-31-01		Operational Supplies	\$541.62
				Parts for Edgewood Community Park Restrooms	
		Total 9679980343			\$541.62
	Total EFT Payment 5/4/2023 1:13:08 PM - 5				\$541.62
Total Grainger					\$541.62
Gray & Osborne, Inc					
25767			2023 - May - 1st Council Meeting		
		19-G&O Prj. 21621.00			
		April Svcs-Chrisella Road East Safety Improvements			
		101-000-000-595-10-41-01		Professional Services-Capital Exp	\$8,343.74
				Chrisella Road East Safety Improvements	
		Total 19-G&O Prj. 21621.00			\$8,343.74
		9-G&O Prj. 22585.00			
		April Svcs-City of Puyallup General Sewer Plan Update			
		401-000-000-594-35-61-01		Cap Improvements-Sewer Plan Update	\$940.95
				City of Puyallup General Sewer Plan Update	
		Total 9-G&O Prj. 22585.00			\$940.95
	Total 25767				\$9,284.69
Total Gray & Osborne, Inc					\$9,284.69

Vendor	Number	Reference	Account Number	Description	Amount
Heirs and Devisess of Evan L. Owen III, Deceased					
	25768			2023 - May - 1st Council Meeting	
		042823- Heirs and Devises of E. O. III			
			ROW Property Acquisition (Parcel No. 3025000051)		
			101-000-000-595-10-41-01	Professional Services-Capital Exp	\$15,700.00
				Chrisella Rd E Safety Improvements- Grant HSIP-3209 (007)	
		Total 042823- Heirs and Devises of E. O. III			\$15,700.00
	Total 25768				\$15,700.00
Total Heirs and Devisess of Evan L. Owen III, Deceased					\$15,700.00
Herrera Environmental Consultants, Inc.					
		Direct Pay Payment 5/4/2023 1:23:44 PM - 2		2023 - May - 1st Council Meeting	
	53483				
			Prj 21-07638-004 March Services		
			410-000-000-531-38-41-01	Professional Service	\$7,693.11
				SW Management Action Plan	
		Total 53483			\$7,693.11
	Total Direct Pay Payment 5/4/2023 1:23:44 PM - 2				\$7,693.11
Total Herrera Environmental Consultants, Inc.					\$7,693.11
International Code Council, Inc.					
	25769			2023 - May - 1st Council Meeting	
		Q15000008548			
			Membership Renewal- J.Tumelson		
			004-058-000-558-50-49-01	Memberships	\$145.00
				2023 Membership Renewal	
		Total Q15000008548			\$145.00
	Total 25769				\$145.00
Total International Code Council, Inc.					\$145.00
Kyocera Document Solutions NW					
		Direct Pay Payment 5/4/2023 1:23:44 PM - 3		2023 - May - 1st Council Meeting	
	55T1129737				
			1/31-4/29/23 Copy Charges		
			001-018-000-518-20-42-03	Copy Machine Charges	\$601.35
				Copy Overage Charges	
		Total 55T1129737			\$601.35
	Total Direct Pay Payment 5/4/2023 1:23:44 PM - 3				\$601.35
Total Kyocera Document Solutions NW					\$601.35
Lakehaven Water & Sewer District					
		EFT Payment 5/4/2023 1:13:08 PM - 6		2023 - May - 1st Council Meeting	
	3574701 2/8-4/7/23				
			2/8-4/7/23 Svcs 2224 104th Ave E		
			001-018-000-518-30-47-04	Sewer Charges	\$127.40

Vendor	Number	Reference	Account Number	Description	Amount
			City Hall		
		Total 3574701 2/8-4/7/23			\$127.40
		3833501 2/8-4/7/23			
			2/8-4/7/23 Svcs 10301 36th St E		
			001-018-000-518-30-47-04	Sewer Charges	\$127.40
				Edgewood Community Park	
		Total 3833501 2/8-4/7/23			\$127.40
		Total EFT Payment 5/4/2023 1:13:08 PM - 6			\$254.80
		Total Lakehaven Water & Sewer District			\$254.80
Legend Data Systems, Inc., dba Legend ID					
	25770		2023 - May - 1st Council Meeting		
		137044			
			April Purchase		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$27.23
				Photo ID Badge- H.Goraya (Finance Director)	
		Total 137044			\$27.23
	Total 25770				\$27.23
	Total Legend Data Systems, Inc., dba Legend ID				\$27.23
McKinstry Co, LLC					
	Direct Pay Payment 5/4/2023 1:23:44 PM - 4		2023 - May - 1st Council Meeting		
		10209383			
			May Maintenance		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,684.93
				May Maintenance	
		Total 10209383			\$1,684.93
	Total Direct Pay Payment 5/4/2023 1:23:44 PM - 4				\$1,684.93
	Total McKinstry Co, LLC				\$1,684.93
Mt. View-Edgewood Water Co.					
	25771		2023 - May - 1st Council Meeting		
		2-3401-WS0423			
			Water Consumption-Sept 2022		
			101-000-000-542-70-31-01	Roadside-Operational Supplies	\$24.65
				Water Consumption- September Roads Project	
		Total 2-3401-WS0423			\$24.65
	Total 25771				\$24.65
	Total Mt. View-Edgewood Water Co.				\$24.65

Vendor	Number	Reference	Account Number	Description	Amount
Murrey's Disposal Company					
		EFT Payment 5/4/2023 1:13:08 PM - 7		2023 - May - 1st Council Meeting	
		11352602S111			
			April Services		
			001-018-000-518-20-47-03	Waste Disposal	\$380.69
			PW Yard		
		Total 11352602S111			\$380.69
		Total EFT Payment 5/4/2023 1:13:08 PM - 7			\$380.69
Total Murrey's Disposal Company					\$380.69
OAI PS					
	25772			2023 - May - 1st Council Meeting	
		1594			
			March Services		
			001-076-000-576-80-41-01	Professional Services	\$2,925.00
				Building Evaluations (Resolution No. 23-0666)	
		Total 1594			\$2,925.00
	Total 25772				\$2,925.00
Total OAI PS					\$2,925.00
Office Depot					
		EFT Payment 5/4/2023 1:13:08 PM - 8		2023 - May - 1st Council Meeting	
		308904559001			
			March Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$198.87
				Office Supplies	
		Total 308904559001			\$198.87
		310289728001			
			March Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$11.96
				Office Supplies	
		Total 310289728001			\$11.96
		310289983001			
			March Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$59.83
				Office & Restroom Supplies	
		Total 310289983001			\$59.83
		Total EFT Payment 5/4/2023 1:13:08 PM - 8			\$270.66
Total Office Depot					\$270.66
One Beat Medical					
	25773			2023 - May - 1st Council Meeting	
		INV247460			
			PO 2023018		
			001-018-000-518-20-31-13	Safety Equipment	\$300.00

Vendor	Number	Reference	Account Number	Description	Amount
				PO 2023018-4 SMART Pads for HeartStart Defibrillators	
		Total INV247460			\$300.00
	Total 25773				\$300.00
Total One Beat Medical					\$300.00
Peak Industrial Inc					
	25774			2023 - May - 1st Council Meeting	
		PSI-228710			
			April Purchase		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$69.92
				Oil for ToolCat	
		Total PSI-228710			\$69.92
		PSI-229623			
			April Purchase		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$194.94
				Parts for ToolCat	
		Total PSI-229623			\$194.94
	Total 25774				\$264.86
Total Peak Industrial Inc					\$264.86
Petty Cash Custodian					
	25775			2023 - May - 1st Council Meeting	
		050123- PettyCash			
			Replenish Petty Cash		
			001-018-000-518-20-43-04	Employee Meals	\$68.69
				Pizza for Shred Event- D.Eidinger	
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	\$84.00
				Car Wash- City Vehicles (Multiple)	
			001-021-000-521-20-31-01	Office & Operational Supplies	\$24.99
				Cake- Community Academy Graduation	
			001-021-000-521-20-31-01	Office & Operational Supplies	\$4.38
				Misc Office Supplies	
			001-076-000-576-80-31-02	Recreation Activities & Events	\$23.48
				Tree Lighting Supplies- Linda Howard	
		Total 050123- PettyCash			\$205.54
	Total 25775				\$205.54
Total Petty Cash Custodian					\$205.54

Vendor	Number	Reference	Account Number	Description	Amount
Pierce County Budget & Finance Court					
	25776		2023 - May - 1st Council Meeting		
		CI-332614			
			1st Qtr 2023 Services		
			001-019-000-512-52-41-01	Court Services-Contracted	\$29,197.00
				1st Qtr 2023 Services	
		Total CI-332614			\$29,197.00
		CI-332615			
			2nd Qtr 2023 Services		
			001-019-000-512-52-41-01	Court Services-Contracted	\$29,197.00
				2nd Qtr 2023 Services	
		Total CI-332615			\$29,197.00
	Total 25776				\$58,394.00
Total Pierce County Budget & Finance Court					\$58,394.00
Pierce County Budget & Finance PW					
	25777		2023 - May - 1st Council Meeting		
		CI-332279			
			March Services		
			101-000-000-542-64-41-02	Traffic Control Devices-Traffic Operations (Contract)	\$4,045.38
				March Services- Signals, Signs	
		Total CI-332279			\$4,045.38
	Total 25777				\$4,045.38
Total Pierce County Budget & Finance PW					\$4,045.38
Pierce County Budget & Finance Sheriff					
	25778		2023 - May - 1st Council Meeting		
		CI-332367			
			April Services		
			001-021-000-521-20-41-01	Police Services	\$253,304.17
				April Services	
		Total CI-332367			\$253,304.17
		CI-333362			
			March OT Services		
			001-021-000-521-20-41-02	Police Overtime	\$2,156.97
				March OT Services	
		Total CI-333362			\$2,156.97
	Total 25778				\$255,461.14
Total Pierce County Budget & Finance Sheriff					\$255,461.14
Sound Electronics					
	25779		2023 - May - 1st Council Meeting		
		314464REV			
			March Services		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$88.00

Vendor	Number	Reference	Account Number	Description	Amount
				Difference for Prevailing Wage Filing Fee (Original Invoice 314464)	
		Total 314464REV			\$88.00
		514336REV			
			March Services		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$88.00
				Difference for Prevailing Wage Filing Fee (Original Invoice 514336)	
		Total 514336REV			\$88.00
		514337REV			
			March Services		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$88.00
				Difference for Prevailing Wage Filing Fee (Original Invoice 514337)	
		Total 514337REV			\$88.00
	Total 25779				\$264.00
Total Sound Electronics					\$264.00
SS Landscaping Services					
	Direct Pay Payment 5/4/2023 1:23:44 PM - 5		2023 - May - 1st Council Meeting		
	55444				
			April Services		
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$2,590.85
				Landscape Maintenance Services for April	
		Total 55444			\$2,590.85
	Total Direct Pay Payment 5/4/2023 1:23:44 PM - 5				\$2,590.85
Total SS Landscaping Services					\$2,590.85
T-Mobile					
	EFT Payment 5/4/2023 1:13:08 PM - 9		2023 - May - 1st Council Meeting		
	982445894 3/22-4/21/23				
			3/22-4/21/23 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$36.40
				Mobile Hot Spot- D.Gray	
		Total 982445894 3/22-4/21/23			\$36.40
	Total EFT Payment 5/4/2023 1:13:08 PM - 9				\$36.40
Total T-Mobile					\$36.40
Traffic Management, Inc.					
	Direct Pay Payment 5/4/2023 1:23:44 PM - 6		2023 - May - 1st Council Meeting		
	987491				
			April Services		
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$2,275.88
				Traffic Control- 10301 36th St E	
		Total 987491			\$2,275.88

Vendor	Number	Reference	Account Number	Description	Amount
		990025			
			April Services		
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$3,092.25
				Traffic Control- 5205 Chrisella Rd E	
		Total 990025			\$3,092.25
		Total Direct Pay Payment 5/4/2023 1:23:44 PM - 6			\$5,368.13
Total Traffic Management, Inc.					\$5,368.13
Utilities Underground Location Center					
		Direct Pay Payment 5/4/2023 1:23:44 PM - 7	2023 - May - 1st Council Meeting		
		3040147			
			April Services		
			410-000-000-531-38-49-09	Misc. Fees & Charges	\$82.56
				Utility Locating Svs. for April	
		Total 3040147			\$82.56
		Total Direct Pay Payment 5/4/2023 1:23:44 PM - 7			\$82.56
Total Utilities Underground Location Center					\$82.56
Verizon Wireless					
		EFT Payment 5/4/2023 1:13:08 PM - 10	2023 - May - 1st Council Meeting		
		9933296286			
			April Statement		
			001-018-000-518-30-42-01	Telecommunications Charges	\$1,610.26
				Monthly Statement	
			001-018-000-518-85-31-03	Computer Hardware	\$109.98
				City Cell Phones -H.Goraya (Finance Director), A.Thompson (PW)	
		Total 9933296286			\$1,720.24
		Total EFT Payment 5/4/2023 1:13:08 PM - 10			\$1,720.24
Total Verizon Wireless					\$1,720.24
Whistle Workwear / Workworld					
		Direct Pay Payment 5/4/2023 1:23:44 PM - 8	2023 - May - 1st Council Meeting		
		INV2040003231			
			April Purchases		
			001-018-000-518-20-31-54	Clothing/Uniforms/PPE	\$494.48
				PPE/Work Clothes- A.Thompson (PW)	
		Total INV2040003231			\$494.48
		INV2040003232			
			April Purchases		
			001-018-000-518-20-31-54	Clothing/Uniforms/PPE	\$165.79
				PPE/Work Clothes- A.Thompson (PW)	
		Total INV2040003232			\$165.79
		INV2040003233			
			April Purchases		
			001-018-000-518-20-31-54	Clothing/Uniforms/PPE	\$273.82

Vendor	Number	Reference	Account Number	Description	Amount
				PPW/Work Clothes- H.Auelua (PW)	
		Total INV2040003233			\$273.82
		Total Direct Pay Payment 5/4/2023 1:23:44 PM - 8			\$934.09
		Total Whistle Workwear / Workworld			\$934.09
Grand Total		Vendor Count	33		\$425,875.18



City Of Edgewood Council Agenda Summary Sheet

Subject: AB23-0670 - Resolution 23-0670 awarding the contract for on-call Traffic Control Services to Advanced Government Services LLC	Agenda Item #: 5.E
	For Agenda of: 5/9/2023
	Prepared by: Jeremy Metzler
Attachments (list): 1. RESOLUTION 23.0670 2. City of Edgewood Contract	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidingen	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. The City received four (4) responses by the April 10, 2023 deadline. City staff tabulated the bid results, reviewed the lowest apparent bidder's proposal, and determined the lowest responsive, responsible bidder was Advanced Government Services, LLC. Attached for Council's consideration is the proposed contract and authorizing resolution.

Item History:

N/A

Recommended Action:

MOTION to adopt **AB23-0670** - Resolution 23-0670 awarding the contract for on-call Traffic Control Services to Advanced Government Services LLC

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.

RESOLUTION NO. 23-0670

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EDGEWOOD, WASHINGTON,
AWARDING THE CONTRACT FOR ON-CALL
TRAFFIC CONTROL SERVICES TO ADVANCED
GOVERNMENT SERVICES, LLC.**

WHEREAS, in order to support ordinary maintenance activities in the public right-of-way, traffic control services are often necessary, and

WHEREAS, due to a limited number of staff, the City often requires additional support from outside professionals; and

WHEREAS, the City utilized a competitive bidding process to obtain bids for On-Call Traffic Control Services, distributing an Invitation to Bid on March 28, 2023; and

WHEREAS, after four bids were received and opened on April 10, 2023, City staff reviewed and determined that the lowest responsive and responsible bidder was Advanced Government Services, LLC; and

WHEREAS, the City Council considered staff's recommendation during its study session of May 2, 2023 and regular Council meeting of May 9, 2023, and determined that the contract for On-Call Traffic Control Services should be awarded to Advanced Government Services, LLC;

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

Section 1. The City Council hereby authorizes the Mayor to execute the contract between the City of Edgewood and Advanced Government Services, LLC for On-Call Traffic Control Services. A copy of such contract is attached hereto as Exhibit A.

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

ADOPTED THIS 9TH DAY OF MAY, 2023

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, City Clerk

Exhibit A
Purchased Services Agreement

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 Eidingen 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. Intent 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 Eiding
Mayor

Date: _____

Attest:

By: _____

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

By:  _____

Ann Marie J. Soto
City Attorney

By: Art O'Brien

Name: Art O'Brien

Title: President

Date: 4.27.23

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:

FULLY-BURDENED HOURLY RATES		
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.

A01B
4-27/23



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 Sign 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.

AOB
4.27.23

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)

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4.27.23



City Of Edgewood Council Agenda Summary Sheet

Subject: AB23-0671 - Resolution 23-0671 awarding the contract for the Edgewood City Hall Interior Paint and Wall Treatments to Martinson Painting	Agenda Item #: 5.F
	For Agenda of: 5/9/2023
	Prepared by: Jeremy Metzler
Attachments (list): 1. RESOLUTION 23.0671 2. Signed City Hall Contract	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidinger	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. The City received five (5) responses by the April 10, 2023 deadline. City staff tabulated the bid results, reviewed the lowest apparent bidder's proposal, and determined the lowest responsive, responsible bidder was Martinson Painting, LLC. Attached for Council's consideration is the proposed contract and authorizing resolution.

Item History:

N/A

Recommended Action:

MOTION to adopt **AB23-0671** - Resolution 23-0671 awarding the contract for the Edgewood City Hall Interior Paint and Wall Treatments to Martinson Painting

Fiscal Note/Consideration:

N/A

RESOLUTION NO. 23-0671

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AWARDING THE CONTRACT FOR THE EDGEWOOD CITY HALL INTERIOR PAINT AND WALL TREATMENTS PROJECT TO MARTINSON PAINTING, LLC.

WHEREAS, Edgewood City Hall was originally constructed in 2009, with most of the interior painted surfaces remaining in their original state with no alteration or touch-up; and

WHEREAS, most of these surfaces appear quite worn, showing signs of wear and tear, with the base trim becoming brittle and damaged; and

WHEREAS, the City wishes to update the original paint color to match recent updates in the main entry, Council Chambers, and lower floor work area; and

WHEREAS, the City utilized the MRSC Small Works Roster to solicit bids for the Edgewood City Hall Interior Paint and Wall Treatments Project, distributing an email solicitation and plans on March 23, 2023; and

WHEREAS, after five bids were received and opened on April 10, 2023, City staff reviewed and determined that the lowest responsive and responsible bidder was Martinson Painting, LLC; and

WHEREAS, the City Council considered staff's recommendation during its study session of May 2, 2023 and regular Council meeting of May 9, 2023, and determined that the contract for the Edgewood City Hall Interior Paint and Wall Treatments Project should be awarded to Martinson Painting, LLC;

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

Section 1. The City Council hereby authorizes the Mayor to execute the contract between the City of Edgewood and Martinson Painting, LLC for the Edgewood City Hall Interior Paint and Wall Treatments Project. A copy of such contract is attached hereto as Exhibit A.

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

ADOPTED THIS 9TH DAY OF MAY, 2023

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, City Clerk

Exhibit A
Public Works Contract

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.

N/A JF.

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.

- * we will be subcontracting RB install J.F.*
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

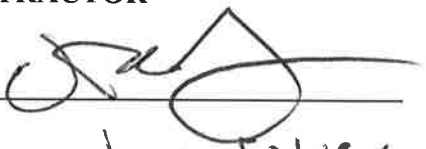
By: _____

Print name: _____

Title: _____

Date: _____

CONTRACTOR

By:  _____

Print name: Joey Falvey

Title: Estimator

Date: 4/25/23

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read 'Ann Marie J. Soto', written over a horizontal line.

Ann Marie J. Soto, City Attorney

Attachments

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Jeremy Martinson (Corporate Officer (Not Contract Signer)) certify that I am the Managing Member (Corporate Title) of the corporation named as Contractor in the Contract attached hereto; that Joey Fluey (Contract Signer) who signed said Contract on behalf of Contractor, was then estimator (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)

Jeremy Martinson
Print Name

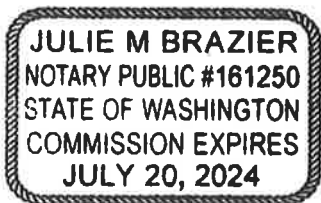
Managing Member
Title

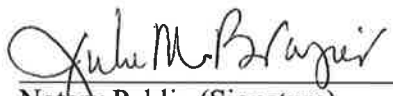
State of WA

County of Pierce

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

20 23 Subscribed and sworn to before me this 25 day of April,




Notary Public (Signature)
Julie M. Brazier
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: AB-23-0672 - Resolution 23-0672 authorizing the Mayor to execute a Personal Services Agreement with DBA Bunch Occupational Health and Safety Services LLC	Agenda Item #: 5.G
	For Agenda of: 5/9/2023
	Prepared by: Dave Gray, Joe Blaine
Attachments (list): 1. Resolution 23-0672 Custom Safety Personal Services Agreement Final 2. REVISED_EXHIBIT A - Professional Services Agreement 4-10-23_CLEAN 3. Resume & Certification - BJ Bunch, CSP 4-13-2023	
Approval of Materials: Dave Gray, Joe Blaine Rachel Pitzel, City Clerk/HR Director 5/3/2023 Dave Gray 5/3/2023 Daryl Eidinger 5/3/2023	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 May 9, 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:

MOTION to adopt **AB-23-0672** - Resolution 23-0672 authorizing the Mayor to execute a Personal Services Agreement with DBA Bunch Occupational Health and Safety Services LLC

Fiscal Note/Consideration:

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

RESOLUTION NO. 23-0672

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 9TH DAY OF MAY 2023

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

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 296-800-140; 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 296-901-140*
 - b. PPE (Personal Protective Equipment) - *WAC 296-800-160*
 - c. PPE Hazard Assessment Certification - *WAC 296-800-16010*
 - d. Hearing Loss Prevention/Conservation Program - *WAC 296-817; 29 CFR 1910.95 ***
 - e. Respirator Program - *WAC 296-842-12005*
 - f. Fall Protection Program – *WAC 296-880-10020*
 - g. Lockout/Tagout –*WAC 296-803-20005*
6. Develop and perform Site-Specific training programs
 - a. Global Harmonization/Hazard Communication training - *WAC 296-901-14016*
 - b. PPE (Personal Protective Equipment) training - *WAC 296-800-16025*
 - c. Hearing Loss Prevention/Conservation Program training - *WAC 296-817-20020*
 - d. Respirator training - *WAC 296-842-16005*
 - e. Fall Protection training – *WAC 296-880-10015*
 - f. Lockout/Tagout training –*WAC 296-803-600*

****** A written Hearing Conservation program is not required by either Washington’s WISHA regulation WA 296-817 WAC, or Federal OSHA regulation 29 CFR 1910.95. However, if noise monitors and dosimetry device data uncovers workers’ noise exposures, an “effective” written Hearing Loss Prevention Program will be provided (including required documentation, dosimetry data, and audiometric test results, evidence of noise, etc.) based on “best work practices”.

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

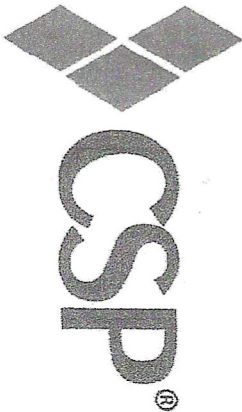
DATE ISSUED

CSP-33407

CERTIFICATION NUMBER

BOARD PRESIDENT SIGNATURE

BOARD SECRETARY SIGNATURE



Beverly J Bunch
BOARD SECRETARY SIGNATURE

BEVERLY J. BUNCH

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Mobile: (888)820-2926

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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), OSHAlog, 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 – (Gubernatorial 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