

CITY OF EDGEWOOD

COUNCIL STUDY SESSION AGENDA

Tues., July, 17, 2018 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Pledge of Allegiance & Roll Call

2. COUNCIL BUSINESS

- A.  **Discussion** - Filling City Council Vacancies
- B.  **Discussion** - Economic Development Discussion
- C.  **Review/Discussion** - SWMP Update
- D.  **Review/Discussion** - TIP Update
- E. **Discussion (no material)** - Budget Retreat Dates
- F.  **Review/Discussion** - Resolution – On-Call Consultant Contracts
- G. **Review/Discussion (no material)** - Berger Group 36th & Meridian Park Project Estimate

3. OTHER COUNCIL ITEMS

4. ADJOURN

Study Sessions are meetings for Council to review upcoming and pertinent business of the City, no action is taken by the City Council. Study Sessions are open to the public, but public input is reserved for the regular Council meetings



City Of Edgewood Council Agenda Summary Sheet

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SUBJECT: Councilmember appointment process and establishing an interview and appointment schedule		Agenda Item #:		2A
		For Agenda of:		July 17, 2018
		Prepared by:		Rachel Pitzel
ATTACHMENTS (list): ☒ Memorandum- Filling City Council Vacancies				
Approval of Materials:				
Mayor, Daryl Eidinger	☒	Expenditure Required:	<u>\$0</u>	
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:	<u>\$0</u>	
City Attorney, Carol Morris	☐	Appropriation Required:	<u>\$0</u>	
City Clerk, Rachel Pitzel	☒	Timeline: <i>Selection timeline should be set as soon as possible to fill the vacant seat by the regular council meeting of August 28, 2018</i>		
Community Development Director, Darren Groth	☐			
Public Works, Jeremy Metzler	☐			
Fiscal Note/Consideration:				
SUMMARY STATEMENT: At the July 10, 2018 regular council meeting, Councilmember Luke Meyers announced he would be resigning his seat effective August 7, 2018 due to him accepting a new job position in another state. According to Council Rules of Procedures Section 18.2 – Appointment process, Council shall establish an interview and appointment schedule to fill the vacant seat as early as possible.				
STAFF RECOMMENDED TIMEFRAME: 7/20 & 7/27 – Place ad in the News Tribune 8/14 – Deadline to receive applications, 5pm. 8/14 (RCM) - Announce a Special Meeting after/before the 8/21 SS to conduct interviews 8/21 (SCM) – Conduct Interviews/Vote 8/28 (RCM) – Swearing in of new Councilmember for position 2, term ending December 31, 2019				
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:				
RECOMMENDED ACTION: Hold a discussion setting the timeline to conduct interviews, and make a recommendation to the Mayor regarding the candidates who would be seeking to fill the remainder term of Position 2 of the City Council.				



City of Edgewood

2224 104th Avenue East, Edgewood, WA 98372-1513

Phone (253) 952-3299 Fax (253) 952-3537

MEMORANDUM

TO: Edgewood City Council

CC: Mayor Eidinger

FROM: Rachel Pitzel, City Clerk/Human Resources

DATE: July 17, 2018

SUBJECT: FILLING CITY COUNCIL VACANCIES

The following is an excerpt from the City Council Rules of Procedure, Section 18, which details the process for appointing a citizen to vacant Council positions.

18.1 PURPOSE - The following procedures are intended to provide guidance to the Council when a Councilmember position becomes vacant before the expiration of the official's elected term of office. Provided, the Council in its discretion may specify another lawful process for filling any vacancy.

18.2 APPOINTMENT PROCESS

- (1) A Council position shall be officially declared vacant upon the occurrence of any of the causes of vacancy set forth in RCW 42.12.010, including resignation, recall, forfeiture, written intent to resign, or death of a Councilmember. The Councilmember who is vacating his or her position cannot participate in the appointment process.
- (2) The Council shall direct staff to begin the Councilmember appointment process and establish an interview and appointment schedule so that the position is filled at the earliest opportunity.
- (3) The City Clerk's office shall prepare and submit a display advertisement to the City's official newspaper and provide courtesy copies to all other local media outlets. The advertisement will announce the vacancy consistent with the requirements necessary to hold public office; specify that the applicant must be a registered voter of the City and have a one (1) year residency in the City. This display advertisement shall be published once a each week for two (2) consecutive weeks. This display advertisement shall contain other information including, but not limited to, time to be served in the vacant position, election and salary information, Councilmember authority and duties, the deadline date and time for submitting applications, interview and appointment schedules, and such other information that the Council deems appropriate.
- (4) The City Clerk's Office shall prepare an application form, which requests appropriate information for Council consideration of the applicants. Applications will be available at the City offices and such other locations that the Council deems appropriate.
- (5) Applications received by the deadline date and time will be copied and circulated by the City Clerk's office to the Mayor and Council. Packets may also contain additional information received such as endorsements, letters of reference and other pertinent materials.
- (6) The City Clerk's office shall publish the required public notice(s) for the meeting scheduled for interviewing applicants for consideration to the vacant position. This meeting may be a regularly scheduled Council meeting, or a special session Council meeting.

- (7) The City Clerk's office shall notify applicants of the location, date and time of Council interviews.
- (8) Prior to the date and time of the interview meeting, the Mayor shall accept one interview question from each Councilmember.

18.3 INTERVIEW MEETING - Each interview of an applicant/candidate shall be no more than thirty (30) minutes in length as follows:

- (1) The applicant shall present his or her credentials to the Council. (10 minutes).
- (2) The Council shall ask the predetermined set of questions which must be responded to by the applicant. Each applicant will be asked and will answer the same set of questions, and will have two (2) minutes to answer each question. (14 minutes).
- (3) An informal question and answer period in which Councilmembers may ask and receive answers to miscellaneous questions. (10 minutes).
- (4) The applicants' order of appearance will be determined by a random lot drawing performed by the City Clerk.
- (5) The Council may reduce the thirty (30) minute interview time if the number of applicants exceeds six (6) candidates or, alternatively, the Council may elect not to interview all of the applicants if the number exceeds six (6) candidates. The decision as to which applicants to interview will be based on the information contained in the application forms.

18.4 VOTING - Upon completion of the interviews, Councilmembers may convene into executive session to discuss the qualifications of the applicants. However, all interviews, nominations and votes taken by the Council shall be in open public session.

- (1) The Mayor shall ask for nominations from the Councilmembers.
- (2) After a nomination and second has been received, the City Clerk shall proceed with a roll-call vote.
- (3) Balloting will continue until a nominee receives a majority vote.
- (4) At any time during the balloting process, the Council may postpone balloting until a date certain or regular Council meeting if a majority vote has not been received.
- (5) Nothing in this policy shall prevent the Council from reconvening into executive session to further discuss the applicant/candidate qualifications.
- (6) The Mayor shall declare the nominee receiving the majority vote as the new Councilmember and the Clerk shall swear him/her into office at the earliest opportunity, no later than the next regularly scheduled Council meeting.
- (7) If the Council does not give a majority vote within ninety (90) days of the declared vacancy, the RCW delegates appointment powers to Pierce County.



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SUBJECT: Economic Development Discussion	Agenda Item #:	2B	
	For Agenda of:	July 17, 2018	
	Department:	Comm. Dev.	
	Prepared by:	Darren Groth	
ATTACHMENTS (list): 1) Revised 60-Day Timeline 2) EDAB EMC Requirements			
Review of Materials:			
Mayor, Daryl Eidinger	☐	Expenditure Required:	<u>\$0</u>
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:	<u>\$0</u>
City Attorney, Carol Morris	☐	Appropriation Required:	<u>\$0</u>
City Clerk, Rachel Pitzel	☐	Timeline: September 10, if EDAB meets monthly in conjunction with the Planning Commission.	
Community Development Director, Darren Groth	☒		
Public Works, Jeremy Metzler	☐	BARS:	
Fiscal Note/Consideration: N/A			
SUMMARY STATEMENT: On June 26, 2018, the City reached a partnership agreement with the Buxton Company to serve as an extension of City staff in identifying potential economic development for Edgewood. Staff, and Buxton, will perform the work of marketing Edgewood and matching businesses to Edgewood's profile, as well as compiling and sharing community data, communicating with the development community regarding possible business expansion opportunities, and presenting recommendations on ways to attract additional interest or secure a final development deal. The policy discussions regarding whether the city will allow, help, or foster development, however, will still be conducted by the City Council or delegated to an Economic Development Advisory Board (EDAB). As such, the discussion for tonight should start with the decision as to whether those policy decisions should be made by City Council alone or with advisement from an EDAB. The second point of this agenda item is directly dependent on a resolution of the first discussion item. If the decision is made to utilize an EDAB, then the charge as to make-up of the board, the frequency of their meetings, and other logistical expectations should be established. Edgewood Municipal Code (EMC) Section 2.32.030 outlines the powers of the EDAB. In addition, EMC Section 2.32.040 addresses the organization of the board and specifically requires the EDAB and City Council to meet at a joint study session at least once each year.			
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: Receive a briefing, hold a discussion, and make a determination regarding the City's Economic Development Advisory Board (EDAB) and, if reestablished, its agenda, goals and direction, meeting frequency, and other issues germane to the board's work plan. ALTERNATIVES TO RECOMMENDED ACTION: 1) No action; or 2) Continue the discussion for another work session.			



City Of Edgewood – Exhibit 1
Outline of [Revised] 60-day Timeline
For Implementation of Edgewood’s
Economic Development Strategy

1. June 19, 2018 – City Council study session discussion regarding Buxton agreement and economic development 60-day strategy.
 2. June 26, 2018 – City Council meeting to adopt resolution and agreement partnering with Buxton.
 3. July 17, 2018 – City Council study session to discuss EDAB membership. Update full council on status of each applicant and brief whether a seventh application was remitted to the City. If seven candidates cannot be confirmed, then City Council could either propose a code amendment to revise EMC Section 2.32.010 by reducing the required number of members or appoint any number of applicants to serve as members assuming additional recruitment would garner a seventh member or the EDAB will meet under a quorum without full membership.
 4. July 18, 2018 – reach out to the six Economic Development Advisory Board (EDAB) applicants to gauge their continued level of interest in serving on the EDAB. In addition, continue recruitment efforts to find a seventh applicant to complete the prospective membership as required per Edgewood Municipal Code (EMC) Section 2.32.010.
 5. July 11, 2018 – Buxton will enable the City of Edgewood’s SCOUT access.
 6. July 31, 2018 – City Council study session to conduct interviews for the EDAB membership.
 7. August 1, 2018 – Mayor assigns City staff, as necessary, in support of the EDAB.
 8. August 6, 2018 – Assigned City staff coordinates with incoming EDAB members to ensure each member understands EMC Chapter 2.32 and is able to attend required Open Government Training within 90 days.
 9. August 19, 2018 – Full access to Buxton’s retail match lists and marketing packages.
 10. September 10, 2018 – First EDAB meeting to be held at 5:30 p.m. before the 6 p.m. Planning Commission meeting.
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City Of Edgewood – Exhibit 2

EDAB Requirements

EMC Chapter 2.32

Chapter ECONOMIC DEVELOPMENT ADVISORY BOARD

2.32

Sections:

- 2.32.010 Created – Membership.**
- 2.32.020 Appointment of members – Terms.**
- 2.32.030 Powers.**
- 2.32.040 Organization.**
- 2.32.050 Summary preparation (minutes).**
- 2.32.060 Removal and vacancies.**

2.32.010 Created – Membership

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

2.32.020 Appointment of members – Terms.

A. The initial members of the board shall be appointed by the mayor and confirmed by the council, in accordance with the process set forth in Section 20 of the Council Rules of Procedures, by position number, and shall serve staggered terms as follows: Positions 1 through 3 will initially serve a three-year term expiring on June 30, 2015, with two-year terms being assigned thereafter, and positions 4 through 7 will be assigned two-year terms expiring on June 30, 2014, with two-year terms being assigned thereafter, in order to create staggered terms for the overall membership.

B. Future members shall be selected in accordance with Section 20 of the Council Rules of Procedures.

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

2.32.030 Powers.

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

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

2.32.040 Organization.

A. City staff will be assigned as deemed necessary by the mayor in support of the board.

B. The mayor may appoint a chair and vice chair from the membership or choose to allow the board to elect them from its members. The chair shall be a resident of the city of Edgewood. The chair and vice chair terms of office shall be for one year beginning July 1st and ending June 30th. The elected vice chair shall preside in the absence of the chair. The chair and vice chair shall be voting members of the board. The mayor may create and fill other such offices as is determined necessary.

C. At least once each year, the board shall meet with the council at a joint study session to discuss the board's work plan for the coming year and other issues of general interest.

D. The board shall adopt such rules and regulations as are necessary for the conduct of its business, including rules of procedure that are consistent with applicable city ordinances and resolutions.

E. A simple majority of board members shall represent a quorum for the transaction of businesses, and a majority vote of those present shall be necessary to carry any proposition.

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

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

2.32.050 Summary preparation (minutes).

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

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

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

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

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

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

2.32.060 Removal and vacancies.

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



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SUBJECT: Comprehensive Surface Water Management Plan Update <i>Remaining Schedule and Status</i>		Agenda Item #:		2C
		For Agenda of:		July 17, 2018
		Prepared by:		Jeremy Metzler
ATTACHMENTS (list): ☒ Updated CIP Priority List ☒ Updated Spot Improvement Program List				
Approval of Materials:				
Mayor, Daryl Eidinger	☐	Expenditure Required:	N/A	
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:	N/A	
City Attorney, Carol Morris	☐	Appropriation Required:	N/A	
City Clerk, Rachel Pitzel	☐	Timeline: Public Hearing – August 14, 2018 Ord. Adoption – August 28, 2018		
Community Development Director, Darren Groth	☐			
Public Works, Jeremy Metzler	☒			
Fiscal Note/Consideration: The Surface Water Management Plan (SWMP) Update is fully paid for with Surface Water Utility Funds. The Capital Improvement Plan and rate analysis components of this update will recommend revisions to the City's Surface Water Rates, and there are several opportunities scheduled for public input and discussion before any such revisions are made.				
SUMMARY STATEMENT: As discussed at the last Study Session, we have reviewed Herrera's draft of the comprehensive SWMP update with Mt. View – Edgewood Water Company, the public, and the Planning Commission in recent weeks, soliciting discussion, comment and direction. Attached are revised project priority lists based on the input received to-date. A final draft of the SWMP update will be brought to Council for consideration by August 7, including final recommendations for the Capital Improvement Plan and future Surface Water Rates. As presented to Council at the May 1, 2018 Study Session by FCS Group, existing Surface Water Rates barely cover ongoing operations and maintenance costs and do not adequately fund proposed capital improvements. Updating the SWMP plan and Surface Water Rate Ordinance is necessary to ensure a viable utility over the long-term, which manages both ongoing maintenance and capital improvement needs.				
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A				
RECOMMENDED ACTION: Discuss and provide any additional feedback on draft capital improvement program refinement and final draft preparation, to be presented to Council for further review by August 7, 2018.				
ALTERNATIVES TO RECOMMENDED ACTION: 1) Forward to Study Session for further review				

Project Number (2017 List)	Assigned Priority	Former Project IDs			Included in		Project Name	Description / Summary	Status	Problem Description	Project Description	Priority	Severity	Notes
		1997 SWMP	2009 CIP	2017 CIP	SWMP Update?	Critical Project?								
1	1		31	SW-6	Yes	Yes	Comprehensive Surface Water Management Plan Update	City-wide planning, targeted development standard evaluation, floodplain management, and annual updates	IN PROGRESS	The City's comprehensive SWMP has not been formally updated since its initial adoption in 1997, and is in need of review to ensure compliance with current regulations and permit requirements.	Compile all issues identified in 1997 SWMP, the draft 2009 update, and issues brought to staff attention since then.	High	High	Comprehensive update to be adopted soon, annual CIP updates anticipated under this item.
2	2			SW-1	Yes	Yes	City Drainage Infrastructure Program / Spot Improvements	Annual Small Project Improvements	ONGOING	See separate list		High	High	Annual small project review and prioritization
NEW (5)	3				Yes	Yes	Edgewood Pothole Pilot Project Feasibility Assessment	Review UIC and Water Quality Treatment Options for Flood Control	GRANT FUNDS PENDING	Edgewood Bowl flooding: Street closed with up to 3 feet of water overtop, House crawlspace and garage flooded (10704 16th St. E).	Evaluate whether advanced stormwater treatment and UIC wellfield can adequately treat stormwater and ensure protection of the drinking water supply.	High	High	Awaiting formal grant award notice and contracting process to proceed
4	4	LC-1 - LC-3			Yes	Yes	Lake Chalet Pothole Flood Reduction Project	Flooding of 29th St E and adjacent properties	PENDING	Street closure due to flooding, adjacent private property flooding, near two MVEW well sites.	Evaluate and design cost-effective flood control solution with discharge to existing gravity storm sewer, coordinating design with MVEW regarding possible hydrogeologic impacts.	High	High	Planning for pump station w/ conveyance to Simon's Creek via the Simon's Mill Apartments; only 4' to 6' above current lake flood stage.
S-4	5				TO BE ADDED?		24th/112th Seasonal Ponding	11100 - 11200 block, 24th St E	PENDING	Shoulder and Culvert Improvements	G&O Design and Survey, new structures and buried conveyance along north shoulder	High	High	Listed as Spot Improvement in Summer 2018 Newsletter, design almost complete
S-6	6	EB-8, EB-9			TO BE ADDED?		108th Ave E Neighborhood (8th St E to 16th St E)	Elevated groundwater and seasonal flooding	PENDING	Property to west developed, and now runoff flows across property, creating a large pond. Runoff from 108th causing driveway erosion.	Perform design survey and preliminary engineering, for capital project cost estimating. Schedule TBD by further pothole evaluation.	High	High	Listed as possible Spot Improvement in Summer 2018 Newsletter, elevated to full CIP list
8	7	108-1 - 108-3	5	SW-5	Yes	Yes	108th Ave. E. / 36th St. E. Road Flooding	Pothole / Wetland Seasonal Flooding	PENDING	During heavy rains, this area is prone to flooding where the entire roadway ends up being underwater. Roadway intersection and adjoining streets routinely flood during wet winters resulting in the closure of the roadways.	This project is located within 500 feet of the subject intersection. A study is needed to assess alternatives, including raising the intersection to prevent roadway flooding.	High	High	Evaluating opportunity to install conveyance improvements with discharge to 108th Avenue Pothole, contingent on results of that basin's Flood Reduction Plan
5	8	EB-1 - EB-6			Yes		Flood Reduction Plan for Edgewood Bowl	Flooding of 110th and 114th Ave E, and 16th St E	PENDING	Edgewood Bowl flooding: Street closed with up to 3 feet of water overtop, House crawlspace and garage flooded (10704 16th St. E).	Evaluate and develop solutions to seasonal flooding issues in the basin.	High	High	TBD after Edgewood Pothole Pilot Project Feasibility Assessment
NEW (5)	9				Yes		Infiltration Pilot Project Design and Construction	(if feasible) Design and Construct Infiltration Facility at Edgewood Bowl	PENDING	Edgewood Bowl flooding: Street closed with up to 3 feet of water overtop, House crawlspace and garage flooded (10704 16th St. E).	(only if feasible) Convey surface water from the Edgewood Bowl through specialized treatment media for discharge to the upper aquifer through a UIC wellfield.	High	High	TBD upon completion of Edgewood Pothole Pilot Project Feasibility Assessment
7	10	114-1 - 114-5			Yes		Flood Reduction Plan for Pinedale Pond (114th Ave)	Flooding of 32nd St E and adjacent properties	PENDING	Street closed due to flooding, excessive flooding over driveway (2614 115th Ave E.) so only house access is via rowboat.	Evaluate and develop solutions to seasonal flooding issues in the basin.	High	Medium	Conservation Futures grant funds pending, \$100K match req'd.
6	11	122-1 - 122-3			Yes		Flood Reduction Plan for 122nd Ave Pothole	Flooding near 36th St E, impacts one residential driveway	NEEDS RE-EVALUATION	Meadow Vista tracts flooded, homes on 122nd flooded, driveway flooding (1997), no imminent threat except one driveway and EVA.	TBD by further pothole evaluation.	High	Medium	Coordinating with elevated driveway property owner, possible exploration and infiltration site
NEW (8)	12				Yes		Flood Reduction Plan for 108th Avenue Pothole	Flooding of 32nd St E, 36th St E, and adjacent properties	PENDING	Area is prone to flooding, adjoining streets routinely flood during wet winters, problems generally contained on private property.	Evaluate and develop solutions to seasonal flooding issues in the basin.	High	Medium	TBD after Edgewood Pothole Pilot Project Feasibility Assessment
9	13				Yes		Flood Reduction Plan for Surprise Lake Pothole		NEEDS RE-EVALUATION	1 house flooded, 1 septic system flooded (1997). Potential flooding risk for two houses	TBD by further pothole evaluation. Commercial property is amenable to investigative work.	High	Medium	TBD after Edgewood Pothole Pilot Project Feasibility Assessment
11	14	JC-1, JC-2	7	SW-11	Yes		Jovita Boulevard Rehabilitation	Evaluate slope drainage and seeps, road alignment, add'l walls?	PENDING	Annual problems with seeps, slope stability, and cuvlert drainage	Focusing between 114th Ave E and West Valley Highway, this project may include the following: * Reconstruction of roadway, redefining alignment and superelevation * Slope protection (guardrails & walls) * Stream protection, storm drainage conveyance installation	Medium	High	No imminent threats or issues, ongoing box culvert maintenance concerns being evaluated, coordinating with adjacent land owners.
10	15	SE-2	23		Yes	No	Edgewood Drive Drainage Improvements	Tightline drainage between 48th and 53rd - some work done along corridor, paved ditches	NEEDS RE-EVALUATION	Inadequate roadway drainage.	Install tight-lined drainage system along roadway.	Medium	Medium	Need to review project extents, coordinate with overall corridor improvements before implementation
12	16				TO BE ADDED?		Meridian Ave E.	Meridian Ave E (SR-161) Corridor	NEW	WSDOT widening project had the effect of isolating some properties on the east side of Meridian from adequate surface water drainage	Review existing infrastructure and identify properties with inadequate service, then develop plans for providing adequate service	Medium	Medium	Currently relying on new development project(s) to identify needs and establish conveyance
13	17	JC-3, JC-4	6, 27, 28	SW-3	Yes		Jovita Creek Regional Improvement Feasibility Study	TMDL / WQ Improvements, Regional Detention Evaluation, Slope Stability and Sediment Transport Prevention	PENDING	Uncontrolled stormwater runoff.	Feasibility Study for design and construction of regional facilities to reduce peak flows and address basin-wide issues in Jovita Creek, including TMDL, and identify possible locations for system improvements.	Low	Medium	Unlikely to proceed without neighboring agency participation and/or grant funding

Project Number (2017 List)	Assigned Priority	Former Project IDs			Included in SWMP Update?	Critical Project?	Project Name	Description / Summary	Status	Problem Description	Project Description	Priority	Severity	Notes
		1997 SWMP	2009 CIP	2017 CIP										
18	18		30				SW Maint. Utility Storage Yard	Review needs and determine site for possible yard establishment	PENDING	Lack of a maintenance yard results in inefficiencies in conducting maintenance operations.	Conduct a study to determine required facility improvements and identify possible locations and costs.	Low	Medium	Work curently performed under conract by Pierce County, will look into establishing local yard as resources become available.
14	19			SW-2	Yes		Mortenson Farm Regional Stormwater Improvements	WQ Improvements, Stream Channel Restoration, Regional Detention Evaluation, Wetland Enhancement, Passive Recreation	PENDING	Uncontrolled stormwater runoff can damage sensitive salmon bearing streams and wetlands.	Purchased in 2003 with Surface Water Funds, the site was identified for future stormwater quality enhancements and possible park use.	Low	Low	Coordinating with WSDOT on SR167 Completion Project, site to be used for wetland mitigation and enhancement, in process of determining available flow capacity
15	20	SL-1, SL-2	4	SW-7	Yes		25th St. E. Drainage Improvements	Slope stability and drainage - Road is currently abandoned / closed	PENDING	Downhill erosion and sliding of roadway embankments cause road closures.	Control and convey road runoff safely to the bottom of the hill in order to stabilize and repair historical slide damage and prevent future slides.	Low	Low	This site is not an imminent threat to private property or the public.
3	21		32				Closed Depression Basin Plan	Study long-range surface water needs for closed depressions	PENDING	A basin-level determination of issues is needed, including exploring the need for basin-specific standards to address said issues (i.e., flooding).	Conduct a series of basin studies to determine long range surface water needs.	Low	Low	Evaluating each pothole individually - see below
16	22	WE-1, WE-3					Wapato Creek / Simon's Creek Ravine Drainage	Sediment transport and channel erosion (private property)	NO ACTION - MONITOR?	Erosion in steep channel is depositing large sediment load at base of ravine.	Possible solutions include armoring the open channel, adding a buried pipe down the steep slope, or adding a detention vault or dry well in the basin above the slope to reduce runoff.	Low	Low	No concerns identified during recent wet winters, keeping this on the list for future evaluation as needs arise.
17	23	SC-4					Creek Bed Slippage (9608 29th St Ct E?)	Ravine wall erosion due to stream flows	NO ACTION TAKEN	Creek eroding ravine walls, threatening home?	Evaluate flow rates and energy dissipation feasibiliy	Low	Low	Need to contact the adjacent land owners and evaluate needs, then prioritize possible solution
19	24		33				FEMA Flood Study	Establish flood plain limits for closed depression areas in the city	PENDING	Floodplain Limits have not been established within the Closed depression regions of the City to allow for FEMA funding of improvements.	Conduct a flood study to determine FEMA Floodplain Limits.	Low	Low	Recently adopted 2017 FEMA FIRMs, updated relevant sections of EMC to maintain eligibility - Flood Reduction Plans may yield BFE determinations

Note: Green rows are studies and/or projects not related to a single location.

Spot Improvement Program												
Project Number (2017 List)	Assigned Priority	Former Project IDs										
		1997 SWMP	2009 CIP	2017 CIP	Project Name	Description / Summary	Status	Problem Description	Project Description	Priority	Severity	Notes
NEW	1				11200 block 36th St E	Install o/f birdcage and culvert for water from south	NEW	During wet season, water from wetland area crosses roadway	Add Type 2 CB at inlet with birdcage overflow, ensure maintenance access	High	High	
NEW	2				Jovia Blvd Ditch Erosion	High flows on south side of Jovita Blvd between 105th & 108th	NEW	Erosive flows in exiswting ditchline, sediment and debris issues	Stabilize shoulder, replace ditch with buried culverts to protect roadbed and slopes	High	High	Project inadvertantly omitted in prior versions of this list
NEW	3				Meridian Ave at Simon's Mill	Install new culvert and CB in R/W to redirect off private property	NEW	During heavy rain events water bubbles up, and efforts to clean discharge unsuccessful	Install new culvert and structre to re-route drainage around private property	High	High	Waiting on Lake Chalet Flood Control project to coordinate efforts
S-7	4			SW-1	16th/122nd Intersection	Deep ditch on NE corner of intersection	PENDING	Shoulder and Culvert Improvements		Medium	High	Listed as Spot Improvement in Summer 2018 Newsletter
S-8	5			SW-1	94th Ave E Ditch Erosion	28th St Ct E to 32nd St E, Both Sides	PENDING	Shoulder and Ditch Repair		Medium	High	Listed as Spot Improvement in Summer 2018 Newsletter
S-14	6				48th St E at 116th Ave E	Old culvert under 48th St E not on GIS inventory, concerns of plugging and flooding private property	NEW	Culvert / Ditch Improvements	Add Type 2 CB at inlet with birdcage overflow, ensure maintenance access	Medium	High	
S-11	7				Drainage over Roadway @ 48th / 127th	12500 - 12700 block, 48th St E; 4200 - 4800 block, 127th Ave E	PENDING	Shoulder and Culvert / Ditch Improvements	Water from west of intersection overtops 127th during wet periods, flat ditch along 127th to the north needs cleaning	Medium	High	Listed as possible Spot Improvement in Summer 2018 Newsletter
S-13	8				32nd St E at 88th Ave E (SE Corner)	Old culvert under 88th Ave E has become buried, not locatable	NEW	Culvert / Ditch Improvements	Find culvert, impove shloulder at entry and exit to ensure proper drainage	Medium	Medium	
S-9	9		22		Residential Drainage Improvement	Erosion along school path on 36th St E	PENDING	Ditch and shoulder erosion from water sheeting across pathway due to lack of piped drainage.	Provide stabilization for sides of ditch and install open-topped French drain in low-lying areas.	Medium	Medium	Considering future year Spot Improvement Program implementation
S-10	10			SW-1	City Drainage Infrastructure Program / Spot Improvements	West Side of 112th Ave E (south of 24th St E)	PENDING	Culvert and Ditch Improvements	Narrow right-of-way, mixture of open ditch and various sizes of driveway culverts impedeing flows	Medium	Medium	
NEW	11				4006 102nd Ave E	Shoulder / ditch restoration, install berm and possible CB	NEW	Ditchline filled by adjacent land owners, runoff cannot leave road, causing downstream erosion	Restore ditchline and clean driveway culverts	Medium	Medium	
NEW	12				10414 32nd St E	Intercept runoff from south side of road before it crosses driveway	NEW	Public / Private Residential Drainage	Intercept runoff from south side of road before it crosses the driveway, possibly route to north?	Medium	Low	
NEW	13				5000 Block Monta Vista	Exposed concrete culvert along east shoulder in tight curve	NEW	Exposed culvert on edge of paved roadway acting as a curb, curved alignment makes maintenance difficult, leaks during high flows	Remove and replace culverts with straight segments and basins as needed	Medium	Low	Project inadvertantly omitted in prior versions of this list
S-15	14	NE-1			12th St E Drain	Erosion under road drain outlet at top of slope	NO ACTION TAKEN	Inadequate energy dissipation at outlet, signs of significant washouts in 2009 and 2013	Install energy dissipator, evaluate for piped slope drain feasibility	Medium	Low	Need to contact adjacent land owners and evaluate needs, then prioritize solution
S-16	15	NE-2			1411 126th Ave E	Suspect erosion under outlet at top of slope	NO ACTION TAKEN	Possibly inadequate energy dissipation at outlet, no evidence of significant washouts in aerials, recent slide at toe	Install energy dissipator, evaluate for piped slope drain feasibility	Medium	Low	Need to contact adjacent land owners and evaluate needs, then prioritize solution
S-17	16		18	SW-1	16th St E Shoulder Erosion	Replace gravel shoulder west of 112th Ave E with paved shoulder	PENDING	Shoulder erosion and roadway flooding.	Provide paved shoulder between basins to confine flows to shoulder area.	Low	Medium	New subdivision pending nearby, may coordinate effort with project and/or Spot Improvement Program
S-22	17				9022 34th St E	Seasonally saturated conditons, reverse slope flow in drainage channel across private property	NEW	Public / Private Residential Drainage	Explore options: public drainage easement through private property, drainage corridor improvement and/or bypass within r/w	Low	Medium	Need to contact land owners and evaluate needs, then prioritize solution
S-23	18				47th St Ct E at 114th Ave E	Runoff from public right-of-way drains across private property to ravine system without easement	NEW	Public / Private Residential Drainage	Explore options: public drainage easement through private property, drainage corridor improvement and/or bypass within r/w	Low	Medium	Need to contact land owners and evaluate needs, then prioritize solution
S-18	19		29		53rd St Ct E Outfall	Construct outfall to bottom of hill, following private road alignment (124th Ave Ct E)	PENDING	Inadequate capacity no defined outfall, shoulder, private road and hillside erosion.	Construct outfall to bottom of hill following the route of the private road.	Low	Low	No concerns identified during recent wet winters, keeping this on the list for future evaluation as needs arise.
S-19	20		9		Residential Drainage Improvement	12304 53rd St Ct E - Bank Erosion	NO ACTION TAKEN	Bank erosion.	Extended asphalt berm.	Low	Low	No concerns identified during recent wet winters, keeping this on the list for future evaluation as needs arise.

Spot Improvement Program												
Project Number (2017 List)	Assigned Priority	Former Project IDs										
		1997 SWMP	2009 CIP	2017 CIP	Project Name	Description / Summary	Status	Problem Description	Project Description	Priority	Severity	Notes
S-20	21		24		Yuma St Culvert Replacement	Culvert causing flooding on adjacent parcel near 90th Ave E	NO ACTION TAKEN	Inadequately sized culvert causing flooding of adjoining property.	Install new roadway crossing culvert.	Low	Low	No concerns identified during recent wet winters, keeping this on the list for future evaluation as needs arise.
S-21	22	NE-3			Top O' Valley Subdivision (24th St E)	Suspect erosion under outlet at top of slope	NO ACTION TAKEN	Possibly inadequate energy dissipation at outlet, no evidence of significant washouts in aerials, recent slide at toe	Install energy dissipator, evaluate for piped slope drain feasibility	Low	Low	Need to contact adjacent land owners and evaluate needs, then prioritize solution
S-24	23				525 114th Ave E	Seasonally saturated conditons, possibly due to runoff from recent development to the east	NEW	Private Residential Drainage Nuisance	Install interceptor at east boundary, route runoff to natural discharge location	Low	Low	Met with adjacent land owners, not impacting any improved property, to keep on list and evaluate in future years
S-1	N/A	SLP-1, SLP-2	19		13th St E Sag Flooding	10410 13th St Ct E - Road drainage flooding adjacent property	COMPLETE	Road drainage flooding adjoining property.	Provide new catch basin and ACP berm across driveway frontage to depression area to the south using existing pipes.	High	High	
S-2	N/A				Spot Improvements	10200 - 10400 block, 32nd St E	COMPLETE	Shoulder and Culvert Improvements	Provide new catch basin over existing pipe, relieve seasonal flooding problem	High	Medium	
S-3	N/A				Spot Improvements	Intersection of 24th & 122nd	COMPLETE	Shoulder and Culvert Improvements	Dtches in need of maintenance, causing seasonal flooding on private property	High	Medium	
S-5	N/A				Spot Improvements	86th Ave E and 29th St Ct E	COMPLETE	Road Surface Improvements	Surface water ponded at intersection due to recent improvements to 86th Ave E	High	Medium	
S-12	N/A				Laircrest - 34th St Ct E and 97th Ave E	Drywell system not functioning as designed (cul-de-sac)	COMPLETE	Public / Private Residential Drainage	Find and clean existing system, evaluate potential overflow piped outfall to Simon's Creek	Medium	Medium	Cleaned Fall 2017, observed through winter, no further issues noted



City Of Edgewood Council Agenda Summary Sheet

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SUBJECT: 2019-2024 Transportation Improvement Program (TIP) Update	Agenda Item #:	2D	
	For Agenda of:	July 17, 2018	
	Prepared by:	Jeremy Metzler	
ATTACHMENTS (list): ☒ DRAFT Resolution No. 18-0xxx ☒ DRAFT 2019-2024 TIP (Budget Spreadsheet)			
Approval of Materials:			
Mayor, Daryl Eidinger	☐	Expenditure Required:	N/A
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:	N/A
City Attorney, Carol Morris	☐	Appropriation Required:	N/A
City Clerk, Rachel Pitzel	☐	Timeline: Public Hearing – July 24, 2018 Res. Adoption – August 14, 2018	
Community Development Director, Darren Groth	☐		
Public Works, Jeremy Metzler	☒		
Fiscal Note/Consideration: As the Transportation Improvement Program (TIP) is a component of the annual budgeting process, the anticipated impacts to the City's budget and General Fund are outlined therein. TIPs are planning documents that express the Council's desires for future transportation improvements within the City. Local agency TIPs are also utilized by State and other planning agencies, for evaluating projects on a regional scale and consideration for outside funding resources. The TIP is not a final budget document; this is reserved for the actual budget that is adopted by the City Council towards the end of the City's fiscal year.			
SUMMARY STATEMENT: The City is required to put together a Transportation Improvement Program (TIP), in accordance with RCW 35.77.010 and the Transportation Element of the City's adopted Comprehensive Plan. The TIP outlines the projects, their estimated costs, anticipated timelines for work, and the expected funding sources. These plans serve as the guiding documents for Staff to implement as resources are made available through City financial resources or other identified funding sources (<i>i.e. TIB, WSDOT funding, other grants, loans, etc.</i>). The attached DRAFT plan represents Staff's initial recommendation as it pertains to project priorities, funding sources and timelines for implementation, as required under GMA. Staff relies on the City Council to help guide this planning in order to help it align with the Council's desires and the management of the City's financial resources.			
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: Move to prepare the attached documents for Public Hearing slated for July 24 th , 2018.			
ALTERNATIVES TO RECOMMENDED ACTION: 1) Forward to Study Session for further review			

RESOLUTION NO. 18-xxxx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF
EDGEWOOD, WASHINGTON, APPROVING THE 2019-2024 SIX-YEAR
TRANSPORTATION IMPROVEMENT PLAN**

WHEREAS, per RCW 35.77.010, the City is required to annually update its Six-Year Transportation Improvement Plan (TIP) before July 1st of each year and file the updated Transportation Improvement Plan with the Washington State Department of Transportation within thirty (30) days of adoption; and

WHEREAS, per RCW 35.77.010, the purpose of the requirement for annual updates is to assure that each city shall perpetually have advanced plans available, looking to the future for not less than six years as a guide in carrying out a coordinated transportation program; and

WHEREAS, it is also an eligibility requirement of many grant programs that the City update its Transportation Improvement Plan as required by RCW 35.77.010; and

WHEREAS, per RCW 35.77.010, a public hearing was held on July 24th, 2018 on the proposed updates to the Transportation Improvement Plan;

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

Section 1. The City Council does hereby approve the 2019-2024 Six-Year Transportation Improvement Plan (TIP), a copy of which is attached as Exhibit A and incorporated herein by reference.

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

ADOPTED THIS 14TH DAY OF AUGUST, 2018.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

Exhibit A
2018-2023 Transportation Improvement Plan (TIP)

DRAFT

Transportation Improvement Program (TIP)
Years 2019-2024

TIP Project No.	Transportation Project	Estimated Annual Project Expenditures									Total Project Cost	Comments
		Prior Years (Actual)	2018 Estimate	2019	2020	2021	2022	2023	2024	Future Years		
1	Meridian Ave E / 32nd St E Intersection improvements	\$ -	\$ -	\$ 60,000	\$ 340,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 650,000	Coordinate inersection design with WSDOT (signal?), make pedestrian ADA upgrades. (50% TIF Eligible)
2	Meridian Ave E (SR-161) Preliminary Design	\$ -	\$ -	\$ 120,000	\$ 360,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 480,000	Complete corridor study and preliminary design of cross section and supporting intersection treatments. (100% TIF Eligible)
3	Emergency Road Repair <i>(Weather Related)</i>	N/A	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	N/A	\$ 150,000	Road failures associaed with severe weather events, wear and tear from freeze/thaw events and other causes.
4	Edgewood Drive Safety Improvements	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ 1,200,000	\$ 250,000	\$ -	\$ -	\$ 1,550,000	Roadway widening, curb & gutter, stormwater system and pedestrian walkway. (20% TIF Eligible)
5	Chrisella Road East Safety Improvements	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ 1,700,000	\$ 750,000	\$ -	\$ 2,550,000	Improve pavement markings, signage, lighting, sight distance; improve intersection with 36th Street East and possible traffic calming measures. (20% TIF Eligible)
6	Citywide Road Preservation Program	N/A	\$ 250,000	\$ 260,000	\$ 270,000	\$ 280,000	\$ 290,000	\$ 300,000	\$ 310,000	N/A	\$ 1,960,000	Annual program - Full width rubberized chipseal and/or 2" HMA grind and overlay. Minor crack sealing and digout repairs are included.
7	Interurban Trail Phase III, Connection Feasibility Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ 75,000	Develop approximately 1.05 miles as a trail from 114th Avenue East to the City of Pacific.
8	Citywide Pedestrian Mobility and Safety Improvements <i>(Highest Priority)</i>	N/A	\$ 20,000	\$ 150,000	\$ 150,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	N/A	\$ 720,000	Annual Program - Walkways and/or trails with vegetated buffers for traffic safety, low level pedestrian lighting where appropriate, signs and pavement markings, as shown in the 2004 Pedestrian Study (20% TIF Eligible)
9	Meridian Interconnect Signalization Project	\$ -	\$ -	\$ 50,000	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450,000	Meridian interconnect signalization project. (100% TIF Eligible)
10	Citywide Traffic Safety Program	N/A	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	N/A	\$ 140,000	Annual program - Neighborhood Traffic Calming Projects, Safety Projects and reconstrucion of ADA deficiencies.
11	Citywide Road Maintenance Program (Traffic)	N/A	\$ 55,000	\$ 70,000	\$ 72,100	\$ 74,263	\$ 76,491	\$ 78,786	\$ 81,149	N/A	\$ 507,789	Annual program - Repair and maintenance of City transportation infrastructure, including traffic operations, signing and markings
Annual Totals		\$ -	\$ 345,000	\$ 755,000	\$ 1,737,100	\$ 849,263	\$ 1,711,491	\$ 2,548,786	\$ 1,286,149	\$ -	\$ 9,232,789	
				Proposed 6-Year Program Total:				\$ 8,887,789				

TIB Funding:		\$ -	\$ 100,000	\$ 100,000	\$ 20,000	\$ 920,000	\$ 207,500	\$ 20,000		\$ 1,367,500	2019/2020: Sidewalk connections (24th/Meridian) Applications for 2023/2024 due in 2020 2019/2020: SRTS (119th), Ped (Meridian)
STP/CMAQ Funding (PSRC/PCRC):		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,385,000	\$ 600,000		\$ 1,985,000	
WSDOT Funding:		\$ -	\$ 112,200	\$ 417,600	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000		\$ 829,800	
Public Works Trust Fund Loan:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Total Unidentified Grant Funds:		\$ -	\$ -	\$ 80,000	\$ 200,000	\$ 150,000	\$ 150,000	\$ 150,000		\$ 730,000	
Total Anticipated Grant Funding:		\$ -	\$ 212,200	\$ 597,600	\$ 295,000	\$ 1,145,000	\$ 1,817,500	\$ 845,000		\$ 4,912,300	
Total City Funds Needed:		\$ 345,000	\$ 542,800	\$ 1,139,500	\$ 554,263	\$ 566,491	\$ 731,286	\$ 441,149		\$ 4,320,489	
Traffic Impact Fees		\$ 4,000	\$ 134,000	\$ 692,000	\$ 165,000	\$ 260,000	\$ 410,000	\$ 170,000		\$ 1,835,000	
REET Funds		\$ 320,000	\$ 350,000	\$ 350,000	\$ 300,000	\$ 275,000	\$ 250,000	\$ 250,000		\$ 2,095,000	
Surface Water Fund		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
General Fund		\$ 21,000	\$ 58,800	\$ 97,500	\$ 89,263	\$ 31,491	\$ 71,286	\$ 21,149		\$ 390,489	

Prepared by: Jeremy Metzler, P.E.
Date Prepared: 7/6/2018



City Of Edgewood Council Agenda Summary Sheet

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SUBJECT: On-Call Consulting Contracts – Ten (10) Contracts		Agenda Item #:		2H
		For Agenda of:		July 17, 2017
		Prepared by:		Dave Gray
ATTACHMENTS (list): ☒ Resolution No. 18-0xxx <i>(Clerk will assign Resolution/Ordinanc number- please leave blank)</i> ☒ Agreement-Ten separate Contracts for Various Vendors Identified on Exhibit A, attached as Exhibit B1 through B10.				
Approval of Materials:				
Mayor, Daryl Eidinger	☒	Expenditure Required:	\$0	
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:	N/A	
City Attorney, Carol Morris	☐	Appropriation Required:	None	
City Clerk, Rachel Pitzel	☐	Timeline: <i>enter a timeline if applicable</i>		
Community Development Director, Darren Groth	☐			
Public Works, Jeremy Metzler	☐			
Fiscal Note/Consideration: The total of all contracts equals a not to exceed amount of \$6,000,000.00. The actual expenditures must be appropriated annually by Council, and actual expenditures will be significantly less. The large open contract balances are due to opening contracts with multiple on-call vendors to allow the City rapid access to specialty consulting when one firm may not be available, and the City needs the regulatory or excess capacity work done timely. The City Finance Department monitors on-call activity for all open contracts in aggregate to ensure the City is in compliance with the Council's current year appropriation for each discipline of work (traffic, engineering, etc.)				
SUMMARY STATEMENT: Exhibit A contains the City's internal administrative & accounting control manual language identifying how on-call contracts are utilized in the City. The contract language makes clear there is no expectation on the part of the City or the Consultant as to any actual dollars being spent. No obligation to spend.				
COUNCIL REVIEW AND RECOMMENDATION: Recommend staff bring the contracts forward for action on the consent agenda/new business agenda.				
RECOMMENDED ACTION: See above				
ALTERNATIVES TO RECOMMENDED ACTION: 1) Forward to Study Session for further review				

RESOLUTION NO. 18-0XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES.

WHEREAS, AHBL is a regional planning consulting services company well known for its area of expertise and has worked with a variety of local government entities; and

WHEREAS, the City need for planning consulting services has grown rapidly; and

WHEREAS, the City utilized the MSRC consultants roster to solicit interest and evaluate the available resources to engage in planning consulting and case management and has selected AHBL to provide planning consulting services as the need arises for the City of Edgewood;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute a professional services agreement for services with AHBL to provide planning consulting services as the need arises for the City of Edgewood in an amount not to exceed \$350,000.00 over a three year period.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 24TH DAY OF July, 2018.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

**ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
AHBL**

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and AHBL, (hereinafter the "Consultant,") a Washington corporation organized under the laws of the State of Washington located and doing business at 2215 North 30th Street, Ste. 300, Tacoma, WA 98403-3350.

RECITALS

WHEREAS, the City requires the provision of planning on-call services, and

WHEREAS, the Consultant has agreed to provide planning on-call services under the terms and conditions specified herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

I. Description of Work.

The Consultant shall perform services described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. The City shall issue a written Task Order for each project assigned to the Consultant. The written Task Order shall include the following information, which may be furnished in consultation with the Consultant: (1) Task Order Title (project name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule with milestones and deliverables; (5) cost/hour estimate; (6) due date of work. All of these items may be brief, but will be sufficiently detailed for the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The City does not permit sub consultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with sub consultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed Three Hundred Fifty Thousand Dollars (\$350,000.00) for the services described in Section I herein. This is the

maximum amount to be paid under this Agreement for the work described in this Agreement, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall be paid by the City for completed services rendered under each approved individual Task Order. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies equipment and incidentals necessary to complete the work. The Consultant shall submit an itemized invoice to the City for each separate Task Order after the services have been performed.

C. The amount paid by the City for each invoice shall not exceed the amount in Section II(A) above and the Hourly Billing Rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

D. The Consultant will not undertake any work or otherwise financially obligate the City in excess of said not-to-exceed amount in Section II (A) without a duly authorized amendment to this Agreement. In the event services are required beyond those specified in the Scope of Work and are not included in the compensation listed in this Agreement, a written contract amendment shall be negotiated and approved by the City before any effort is expended on such services.

III. Relationship of Parties

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

IV. Duration of Work

The Consultant shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties, and the City has issued a Notice to Proceed. This Agreement shall expire on July 1, 2021, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described herein. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant 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 resulting from the errors or omissions of the Consultant in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and

the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Notwithstanding the duty to indemnify and hold harmless, the Consultant expressly agrees, after adjudication by a court of competent jurisdiction, to reimburse the Client pursuant to this provision for any costs and fees determined by the court to have been reasonably, necessarily and actually incurred by the Client in the defense of those claims specifically founded upon the Consultant's liability as set forth in this Section.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. Insurance

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

A. Minimum Scope of Insurance. Consultant 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, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance. Consultant 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 \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Employer's Liability each accident \$1,000,000. Employer's Liability Disease each employee \$1,000,000. Employer's Liability Disease -- Policy Limit \$1,000,000.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant'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 Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy and proof of this extended reporting period provided to the City.

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

E. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to

the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to Independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all Items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIV. 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.

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City of Edgewood shall determine the term or provision's true intent or meaning. The City of Edgewood shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Attn: Wayne E. Carlson, FAICP, LEED AP
AHBL
2215 North 30th Street, Ste. 300
Tacoma, WA 98403-3350

CITY:

Attn: Jeremy Metzler
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

With a copy to the "City Clerk" at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification and Severability

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

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

XIX. Entire Agreement

The written provisions and terms 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, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed 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 this ____ day of _____, 2018.

CONSULTANT

By: _____
Wayne E. Carlson, FAICP, LEED AP
Principal

CITY OF EDGEWOOD

By: _____
Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

EXHIBIT A

ON-CALL (UNIT BASED) CONTRACT-TASK ORDERS:

When the City has a need for the Consultant's services, the City will issue a Task Order, discretely identified numerically with a Task Number, and assigned a Task Name.

The written Task Order shall include the following information, which may be furnished in consultation with the Consultant:

1. Task Order Title (project name) & Task Order Number;
2. General overview of the task to be accomplished, technical approach to the task (if necessary). Where the City or other contractors will be performing work in conjunction with the Consultant, the Task Order shall identify the work to be completed by all parties, especially where the Consultant's work is dependent on the City or other contractors meeting their obligations;
3. Specific deliverables and an estimate of the quantities of the anticipated types of work or trades;
4. Schedule with milestones and deliverables;
5. Cost/hour estimate (by deliverable if progress payments are anticipated).
6. Due date of work.

All of these items may be brief, but will be sufficiently detailed for the City and the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The Consultant shall reference this Task Order Number on all correspondence, invoicing traffic and payments or reimbursements. The City will have no financial responsibility to make payment upon or provide reimbursement for any work performed prior to the Task Order acceptance by the Consultant.

NOTICE TO PROCEED. Once the Consultant has accepted the Task Order in writing, the City will issue a Notice to Proceed to the Consultant.

Exhibit B

Fee Schedule

Billing rates for all personnel included in any/all Task Orders.

Unit price Consultant/contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW. Prevailing wages for all work performed pursuant to each Task Order must be the prevailing wages in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wages rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

List of pass-through costs for supplies, materials or services (sub-contracting is not allowed for On-Call Task Orders without specific authorization by the City) (Copies of your paid invoices for pass-through costs must be attached to the appropriate invoice).

If any billing rates increase after execution of the Agreement, the Consultant shall provide an updated Fee Schedule to the City at least 60 days prior to inclusion of the new billing rates in any invoice. Fee Schedules must state the effective date. The Updated Fee Schedule shall be for not less than a minimum of one year.

ATTACH FEE SCHEDULE

RESOLUTION NO. 18-0XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES.

WHEREAS, DKS Associates is a regional transportation traffic study company well known for its area of expertise and has worked with a variety of local government entities; and

WHEREAS, the City need for traffic study services has grown rapidly; and

WHEREAS, the City utilized the MSRC consultants roster to solicit interest and evaluate the available resources to engage in traffic study and project management and has selected DKS Associates to provide traffic study services as the need arises for the City of Edgewood;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute a professional services agreement for services with DKS Associates to provide traffic study services as the need arises for the City of Edgewood in an amount not to exceed \$250,000.00 over a three year period.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 24TH DAY OF July, 2018.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

**ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
DKS ASSOCIATES**

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and DKS Associates, (hereinafter the "Consultant,") a Washington corporation organized under the laws of the State of Washington located and doing business at 719 Second Avenue, Suite 1250, Seattle, WA 98104-1706.

RECITALS

WHEREAS, the City requires the provision of transportation planning and engineering on-call services, and

WHEREAS, the Consultant has agreed to provide transportation planning and engineering on-call services under the terms and conditions specified herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

I. Description of Work.

The Consultant shall perform services described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. The City shall issue a written Task Order for each project assigned to the Consultant. The written Task Order shall include the following information, which may be furnished in consultation with the Consultant: (1) Task Order Title (project name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule with milestones and deliverables; (5) cost/hour estimate; (6) due date of work. All of these items may be brief, but will be sufficiently detailed for the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The City does not permit sub consultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with sub consultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed Two Hundred

Fifty Thousand Dollars (\$250,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in this Agreement, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall be paid by the City for completed services rendered under each approved individual Task Order. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies equipment and incidentals necessary to complete the work. The Consultant shall submit an itemized invoice to the City for each separate Task Order after the services have been performed.

C. The amount paid by the City for each invoice shall not exceed the amount in Section II(A) above and the Hourly Billing Rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

D. The Consultant will not undertake any work or otherwise financially obligate the City in excess of said not-to-exceed amount in Section II (A) without a duly authorized amendment to this Agreement. In the event services are required beyond those specified in the Scope of Work and are not included in the compensation listed in this Agreement, a written contract amendment shall be negotiated and approved by the City before any effort is expended on such services.

III. Relationship of Parties

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

IV. Duration of Work

The Consultant shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties, and the City has issued a Notice to Proceed. This Agreement shall expire on July 1, 2021, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described herein. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant 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 resulting from the errors or omissions of the Consultant in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and

the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Notwithstanding the duty to indemnify and hold harmless, the Consultant expressly agrees, after adjudication by a court of competent jurisdiction, to reimburse the Client pursuant to this provision for any costs and fees determined by the court to have been reasonably, necessarily and actually incurred by the Client in the defense of those claims specifically founded upon the Consultant's liability as set forth in this Section.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

The provisions of this section shall survive the expiration or termination of this Agreement.

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

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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, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
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4. Professional Liability insurance appropriate to the Consultant's profession.

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4. Employer's Liability each accident \$1,000,000. Employer's Liability Disease each employee \$1,000,000. Employer's Liability Disease -- Policy Limit \$1,000,000.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

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2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy and proof of this extended reporting period provided to the City.

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

E. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to

the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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

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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.

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Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City of Edgewood shall determine the term or provision's true intent or meaning. The City of Edgewood shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

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CONSULTANT:

Attn: Mike Usen, AICP
DKS Associates
719 Second Avenue, Suite 1250
Seattle, WA 98104-1706

CITY:

Attn: Jeremy Metzler
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

With a copy to the "City Clerk" at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

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

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The written provisions and terms 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, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed 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 this ____ day of _____, 2018.

CONSULTANT

By: _____
Mike Usen, AICP
DKS Associates

CITY OF EDGEWOOD

By: _____
Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

EXHIBIT A

ON-CALL (UNIT BASED) CONTRACT-TASK ORDERS:

When the City has a need for the Consultant's services, the City will issue a Task Order, discretely identified numerically with a Task Number, and assigned a Task Name.

The written Task Order shall include the following information, which may be furnished in consultation with the Consultant:

1. Task Order Title (project name) & Task Order Number;
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6. Due date of work.

All of these items may be brief, but will be sufficiently detailed for the City and the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The Consultant shall reference this Task Order Number on all correspondence, invoicing traffic and payments or reimbursements. The City will have no financial responsibility to make payment upon or provide reimbursement for any work performed prior to the Task Order acceptance by the Consultant.

NOTICE TO PROCEED. Once the Consultant has accepted the Task Order in writing, the City will issue a Notice to Proceed to the Consultant.

Exhibit B

Fee Schedule

Billing rates for all personnel included in any/all Task Orders.

Unit price Consultant/contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW. Prevailing wages for all work performed pursuant to each Task Order must be the prevailing wages in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wages rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

List of pass-through costs for supplies, materials or services (sub-contracting is not allowed for On-Call Task Orders without specific authorization by the City) (Copies of your paid invoices for pass-through costs must be attached to the appropriate invoice).

If any billing rates increase after execution of the Agreement, the Consultant shall provide an updated Fee Schedule to the City at least 60 days prior to inclusion of the new billing rates in any invoice. Fee Schedules must state the effective date. The Updated Fee Schedule shall be for not less than a minimum of one year.

ATTACH FEE SCHEDULE

RESOLUTION NO. 18-0XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES.

WHEREAS, DN Traffic Consultants is a regional transportation traffic study company well known for its area of expertise and has worked with a variety of local government entities; and

WHEREAS, the City need for traffic study services has grown rapidly; and

WHEREAS, the City utilized the MSRC consultants roster to solicit interest and evaluate the available resources to engage in traffic study and project management and has selected DN Traffic Consultants to provide traffic study services as the need arises for the City of Edgewood;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute a professional services agreement for services with DN Traffic Consultants to provide traffic study services as the need arises for the City of Edgewood in an amount not to exceed \$250,000.00 over a three year period.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 24TH DAY OF July, 2018.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

RESOLUTION NO. 18-0XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES.

WHEREAS, Gray and Osborne is a regional civil & contract city engineering and surveying services company well known for its area of expertise and has worked with a variety of local government entities; and

WHEREAS, the City need for civil engineering services has grown rapidly; and

WHEREAS, the City utilized the MSRC consultants roster to solicit interest and evaluate the available resources to engage in civil engineering and project management and has selected Gray & Osborne to provide civil & contract city engineering and surveying services as the need arises for the City of Edgewood;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute a professional services agreement for services with Gray and Osborne to provide civil & contract city engineering and surveying services as the need arises for the City of Edgewood in an amount not to exceed \$750,000.00 over a three year period.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 24TH DAY OF July, 2018.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

**ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
GRAY & OSBORNE, INC.**

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and Gray & Osborne, Inc., (hereinafter the "Consultant,") a Washington corporation organized under the laws of the State of Washington located and doing business at 701 Dexter Avenue North, Suite 200, Seattle, WA 98109.

RECITALS

WHEREAS, the City requires the provision of engineering and surveying on-call services, and

WHEREAS, the Consultant has agreed to provide engineering and surveying on-call services under the terms and conditions specified herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

I. Description of Work.

The Consultant shall perform services described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. The City shall issue a written Task Order for each project assigned to the Consultant. The written Task Order shall include the following information, which may be furnished in consultation with the Consultant: (1) Task Order Title (project name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule with milestones and deliverables; (5) cost/hour estimate; (6) due date of work. All of these items may be brief, but will be sufficiently detailed for the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The City does not permit sub consultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with sub consultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed Seven Hundred

Fifty Thousand Dollars (\$750,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in this Agreement, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall be paid by the City for completed services rendered under each approved individual Task Order. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies equipment and incidentals necessary to complete the work. The Consultant shall submit an itemized invoice to the City for each separate Task Order after the services have been performed.

C. The amount paid by the City for each invoice shall not exceed the amount in Section II(A) above and the Hourly Billing Rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

D. The Consultant will not undertake any work or otherwise financially obligate the City in excess of said not-to-exceed amount in Section II (A) without a duly authorized amendment to this Agreement. In the event services are required beyond those specified in the Scope of Work and are not included in the compensation listed in this Agreement, a written contract amendment shall be negotiated and approved by the City before any effort is expended on such services.

III. Relationship of Parties

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

IV. Duration of Work

The Consultant shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties, and the City has issued a Notice to Proceed. This Agreement shall expire on July 1, 2021, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described herein. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant 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 resulting from the errors or omissions of the Consultant in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and

the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Notwithstanding the duty to indemnify and hold harmless, the Consultant expressly agrees, after adjudication by a court of competent jurisdiction, to reimburse the Client pursuant to this provision for any costs and fees determined by the court to have been reasonably, necessarily and actually incurred by the Client in the defense of those claims specifically founded upon the Consultant's liability as set forth in this Section.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. Insurance

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

A. Minimum Scope of Insurance. Consultant 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, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance. Consultant 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 \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Employer's Liability each accident \$1,000,000. Employer's Liability Disease each employee \$1,000,000. Employer's Liability Disease -- Policy Limit \$1,000,000.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant'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 Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy and proof of this extended reporting period provided to the City.

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

E. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to

the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to Independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all Items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIV. 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.

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City of Edgewood shall determine the term or provision's true intent or meaning. The City of Edgewood shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Attn: Tani Stafford
Gray & Osborne, Inc.
701 Dexter Avenue North, Suite 200
Seattle, WA 98109

CITY:

Attn: Jeremy Metzler
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

With a copy to the "City Clerk" at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification and Severability

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

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

XIX. Entire Agreement

The written provisions and terms 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, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed 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 this ____ day of _____, 2018.

CONSULTANT

By: _____
Mike Johnson, PE, President
Gray & Osborne, Inc.

CITY OF EDGEWOOD

By: _____
Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

EXHIBIT A

ON-CALL (UNIT BASED) CONTRACT-TASK ORDERS:

When the City has a need for the Consultant's services, the City will issue a Task Order, discretely identified numerically with a Task Number, and assigned a Task Name.

The written Task Order shall include the following information, which may be furnished in consultation with the Consultant:

1. Task Order Title (project name) & Task Order Number;
2. General overview of the task to be accomplished, technical approach to the task (if necessary). Where the City or other contractors will be performing work in conjunction with the Consultant, the Task Order shall identify the work to be completed by all parties, especially where the Consultant's work is dependent on the City or other contractors meeting their obligations;
3. Specific deliverables and an estimate of the quantities of the anticipated types of work or trades;
4. Schedule with milestones and deliverables;
5. Cost/hour estimate (by deliverable if progress payments are anticipated).
6. Due date of work.

All of these items may be brief, but will be sufficiently detailed for the City and the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The Consultant shall reference this Task Order Number on all correspondence, invoicing traffic and payments or reimbursements. The City will have no financial responsibility to make payment upon or provide reimbursement for any work performed prior to the Task Order acceptance by the Consultant.

NOTICE TO PROCEED. Once the Consultant has accepted the Task Order in writing, the City will issue a Notice to Proceed to the Consultant.

Exhibit B

Fee Schedule

Billing rates for all personnel included in any/all Task Orders.

Unit price Consultant/contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW. Prevailing wages for all work performed pursuant to each Task Order must be the prevailing wages in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wages rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

List of pass-through costs for supplies, materials or services (sub-contracting is not allowed for On-Call Task Orders without specific authorization by the City) (Copies of your paid invoices for pass-through costs must be attached to the appropriate invoice).

If any billing rates increase after execution of the Agreement, the Consultant shall provide an updated Fee Schedule to the City at least 60 days prior to inclusion of the new billing rates in any invoice. Fee Schedules must state the effective date. The Updated Fee Schedule shall be for not less than a minimum of one year.

ATTACH FEE SCHEDULE

RESOLUTION NO. 18-0XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES.

WHEREAS, Kleinfelder is a regional geotech engineering services company well known for its area of expertise and has worked with a variety of local government entities; and

WHEREAS, the City need for geotech engineering services has grown rapidly; and

WHEREAS, the City utilized the MSRC consultants roster to solicit interest and evaluate the available resources to engage in geotech engineering and project management and has selected Kleinfelder to provide geotech engineering services as the need arises for the City of Edgewood;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute a professional services agreement for services with Kleinfelder to provide geotech engineering services as the need arises for the City of Edgewood in an amount not to exceed \$1,000,000.00 over a three year period.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 24TH DAY OF July, 2018.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

**ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
KLEINFELDER, INC.**

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and Kleinfelder, Inc., (hereinafter the "Consultant,") a Washington corporation organized under the laws of the State of Washington located and doing business at 14710 NE 87th Street, Ste. 100, Redmond, WA 98052.

RECITALS

WHEREAS, the City requires the provision of geotechnical engineering consulting on-call services, and

WHEREAS, the Consultant has agreed to provide wetlands/critical area consulting on-call services under the terms and conditions specified herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

I. Description of Work.

The Consultant shall perform services described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. The City shall issue a written Task Order for each project assigned to the Consultant. The written Task Order shall include the following information, which may be furnished in consultation with the Consultant: (1) Task Order Title (project name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule with milestones and deliverables; (5) cost/hour estimate; (6) due date of work. All of these items may be brief, but will be sufficiently detailed for the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The City does not permit sub consultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with sub consultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed One Million

Dollars (\$1,000,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in this Agreement, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall be paid by the City for completed services rendered under each approved individual Task Order. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies equipment and incidentals necessary to complete the work. The Consultant shall submit an itemized invoice to the City for each separate Task Order after the services have been performed.

C. The amount paid by the City for each invoice shall not exceed the amount in Section II(A) above and the Hourly Billing Rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

D. The Consultant will not undertake any work or otherwise financially obligate the City, without an executed Task Order, or in excess of said not-to-exceed amount in Section II (A) without a duly authorized amendment to this Agreement. In the event services are required beyond those specified in the Scope of Work and are not included in the compensation listed in this Agreement, a written contract amendment shall be negotiated and approved by the City before any effort is expended on such services.

III. Relationship of Parties

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

IV. Duration of Work

The Consultant shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties, and the City has issued a Notice to Proceed. This Agreement shall expire on July 23, 2021, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described herein. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant 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 resulting from the errors or omissions of the Consultant in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and

the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Notwithstanding the duty to indemnify and hold harmless, the Consultant expressly agrees, after adjudication by a court of competent jurisdiction, to reimburse the Client pursuant to this provision for any costs and fees determined by the court to have been reasonably, necessarily and actually incurred by the Client in the defense of those claims specifically founded upon the Consultant's liability as set forth in this Section.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. Insurance

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

A. Minimum Scope of Insurance. Consultant 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, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance. Consultant 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 \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Employer's Liability each accident \$1,000,000. Employer's Liability Disease each employee \$1,000,000. Employer's Liability Disease -- Policy Limit \$1,000,000.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant'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 Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy and proof of this extended reporting period provided to the City.

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

E. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to

the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to Independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all Items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIV. 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.

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City of Edgewood shall determine the term or provision's true intent or meaning. The City of Edgewood shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Attn: Caroline Brabrook, PE
Kleinfelder, Inc.
14710 NE 87th Street, Ste. 100
Redmond, WA 98052

CITY:

Attn: Jeremy Metzler
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

With a copy to the "City Clerk" at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification and Severability

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

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

XIX. Entire Agreement

The written provisions and terms 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, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed 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 this ____ day of _____, 2018.

CONSULTANT

CITY OF EDGEWOOD

By: _____

By: _____
Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

EXHIBIT A

ON-CALL (UNIT BASED) CONTRACT-TASK ORDERS:

When the City has a need for the Consultant's services, the City will issue a Task Order, discretely identified numerically with a Task Number, and assigned a Task Name.

The written Task Order shall include the following information, which may be furnished in consultation with the Consultant:

1. Task Order Title (project name) & Task Order Number;
2. General overview of the task to be accomplished, technical approach to the task (if necessary). Where the City or other contractors will be performing work in conjunction with the Consultant, the Task Order shall identify the work to be completed by all parties, especially where the Consultant's work is dependent on the City or other contractors meeting their obligations;
3. Specific deliverables and an estimate of the quantities of the anticipated types of work or trades;
4. Schedule with milestones and deliverables;
5. Cost/hour estimate (by deliverable if progress payments are anticipated).
6. Due date of work.

All of these items may be brief, but will be sufficiently detailed for the City and the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The Consultant shall reference this Task Order Number on all correspondence, invoicing traffic and payments or reimbursements. The City will have no financial responsibility to make payment upon or provide reimbursement for any work performed prior to the Task Order acceptance by the Consultant.

NOTICE TO PROCEED. Once the Consultant has accepted the Task Order in writing, the City will issue a Notice to Proceed to the Consultant.

Exhibit B

Fee Schedule

Billing rates for all personnel included in any/all Task Orders.

Unit price Consultant/contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW. Prevailing wages for all work performed pursuant to each Task Order must be the prevailing wages in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wages rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

List of pass-through costs for supplies, materials or services (sub-contracting is not allowed for On-Call Task Orders without specific authorization by the City) (Copies of your paid invoices for pass-through costs must be attached to the appropriate invoice).

If any billing rates increase after execution of the Agreement, the Consultant shall provide an updated Fee Schedule to the City at least 60 days prior to inclusion of the new billing rates in any invoice. Fee Schedules must state the effective date. The Updated Fee Schedule shall be for not less than a minimum of one year.

ATTACH FEE SCHEDULE

RESOLUTION NO. 18-0XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES.

WHEREAS, Landau is a regional geotech engineering services company well known for its area of expertise and has worked with a variety of local government entities; and

WHEREAS, the City need for geotech engineering services has grown rapidly; and

WHEREAS, the City utilized the MSRC consultants roster to solicit interest and evaluate the available resources to engage in geotech engineering and project management and has selected Landau to provide geotech engineering services as the need arises for the City of Edgewood;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute a professional services agreement for services with Landau to provide geotech engineering services as the need arises for the City of Edgewood in an amount not to exceed \$1,000,000.00 over a three year period.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 24TH DAY OF July, 2018.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

**ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
LANDAU ASSOCIATES**

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and Landau Associates, (hereinafter the "Consultant," a Washington corporation organized under the laws of the State of Washington located and doing business at 955 Main Lane SW, Ste B, Tumwater, WA 98501.

RECITALS

WHEREAS, the City requires the provision of geotechnical engineering consulting on-call services, and

WHEREAS, the Consultant has agreed to provide wetlands/critical area consulting on-call services under the terms and conditions specified herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

I. Description of Work.

The Consultant shall perform services described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. The City shall issue a written Task Order for each project assigned to the Consultant. The written Task Order shall include the following information, which may be furnished in consultation with the Consultant: (1) Task Order Title (project name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule with milestones and deliverables; (5) cost/hour estimate; (6) due date of work. All of these items may be brief, but will be sufficiently detailed for the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The City does not permit sub consultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with sub consultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed One Million

Dollars (\$1,000,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in this Agreement, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall be paid by the City for completed services rendered under each approved individual Task Order. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies equipment and incidentals necessary to complete the work. The Consultant shall submit an itemized invoice to the City for each separate Task Order after the services have been performed.

C. The amount paid by the City for each invoice shall not exceed the amount in Section II(A) above and the Hourly Billing Rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

D. The Consultant will not undertake any work or otherwise financially obligate the City in excess of said not-to-exceed amount in Section II (A) without a duly authorized amendment to this Agreement. In the event services are required beyond those specified in the Scope of Work and are not included in the compensation listed in this Agreement, a written contract amendment shall be negotiated and approved by the City before any effort is expended on such services.

III. Relationship of Parties

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

IV. Duration of Work

The Consultant shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties, and the City has issued a Notice to Proceed. This Agreement shall expire on July 1, 2018, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described herein. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant 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 resulting from the errors or omissions of the Consultant in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and

the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Notwithstanding the duty to indemnify and hold harmless, the Consultant expressly agrees, after adjudication by a court of competent jurisdiction, to reimburse the Client pursuant to this provision for any costs and fees determined by the court to have been reasonably, necessarily and actually incurred by the Client in the defense of those claims specifically founded upon the Consultant's liability as set forth in this Section.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

The provisions of this section shall survive the expiration or termination of this Agreement.

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

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C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

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2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
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If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

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CONSULTANT:

Attn: Calvin McCaughan, PE
Landau Associates
955 Malin Lane SW, Ste. B
Tumwater, WA 98501

CITY:

Attn: Jeremy Metzler
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

With a copy to the "City Clerk" at the same address.

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IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2018.

CONSULTANT

By: _____
Calvin McCaughan, PE
Landau Associates

CITY OF EDGEWOOD

By: _____
Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

EXHIBIT A

ON-CALL (UNIT BASED) CONTRACT-TASK ORDERS:

When the City has a need for the Consultant's services, the City will issue a Task Order, discretely identified numerically with a Task Number, and assigned a Task Name.

The written Task Order shall include the following information, which may be furnished in consultation with the Consultant:

1. Task Order Title (project name) & Task Order Number;
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5. Cost/hour estimate (by deliverable if progress payments are anticipated).
6. Due date of work.

All of these items may be brief, but will be sufficiently detailed for the City and the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The Consultant shall reference this Task Order Number on all correspondence, invoicing traffic and payments or reimbursements. The City will have no financial responsibility to make payment upon or provide reimbursement for any work performed prior to the Task Order acceptance by the Consultant.

NOTICE TO PROCEED. Once the Consultant has accepted the Task Order in writing, the City will issue a Notice to Proceed to the Consultant.

Exhibit B

Fee Schedule

Billing rates for all personnel included in any/all Task Orders.

Unit price Consultant/contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW. Prevailing wages for all work performed pursuant to each Task Order must be the prevailing wages in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wages rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

List of pass-through costs for supplies, materials or services (sub-contracting is not allowed for On-Call Task Orders without specific authorization by the City) (Copies of your paid invoices for pass-through costs must be attached to the appropriate invoice).

If any billing rates increase after execution of the Agreement, the Consultant shall provide an updated Fee Schedule to the City at least 60 days prior to inclusion of the new billing rates in any invoice. Fee Schedules must state the effective date. The Updated Fee Schedule shall be for not less than a minimum of one year.

ATTACH FEE SCHEDULE

**ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
RAEDEKE ASSOCIATES, INC.**

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and Raedeke Associates, Inc., (hereinafter the "Consultant,") a Washington corporation organized under the laws of the State of Washington located and doing business at 2111 N. Northgate Way, Ste. 219, Seattle, WA 98133.

RECITALS

WHEREAS, the City requires the provision of wetlands/critical area consulting on-call services, and

WHEREAS, the Consultant has agreed to provide wetlands/critical area consulting on-call services under the terms and conditions specified herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

I. Description of Work.

The Consultant shall perform services described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. The City shall issue a written Task Order for each project assigned to the Consultant. The written Task Order shall include the following information, which may be furnished in consultation with the Consultant: (1) Task Order Title (project name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule with milestones and deliverables; (5) cost/hour estimate; (6) due date of work. All of these items may be brief, but will be sufficiently detailed for the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The City does not permit sub consultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with sub consultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed One Million

Five Hundred Thousand Dollars (\$1,500,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in this Agreement, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall be paid by the City for completed services rendered under each approved individual Task Order. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies equipment and incidentals necessary to complete the work. The Consultant shall submit an itemized invoice to the City for each separate Task Order after the services have been performed.

C. The amount paid by the City for each invoice shall not exceed the amount in Section II(A) above and the Hourly Billing Rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

D. The Consultant will not undertake any work or otherwise financially obligate the City in excess of said not-to-exceed amount in Section II (A) without a duly authorized amendment to this Agreement. In the event services are required beyond those specified in the Scope of Work and are not included in the compensation listed in this Agreement, a written contract amendment shall be negotiated and approved by the City before any effort is expended on such services.

III. Relationship of Parties

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

IV. Duration of Work

The Consultant shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties, and the City has issued a Notice to Proceed. This Agreement shall expire on July 1, 2021, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described herein. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant 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 resulting from the errors or omissions of the Consultant in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and

the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Notwithstanding the duty to indemnify and hold harmless, the Consultant expressly agrees, after adjudication by a court of competent jurisdiction, to reimburse the Client pursuant to this provision for any costs and fees determined by the court to have been reasonably, necessarily and actually incurred by the Client in the defense of those claims specifically founded upon the Consultant's liability as set forth in this Section.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. Insurance

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

A. Minimum Scope of Insurance. Consultant 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, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance. Consultant 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 \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Employer's Liability each accident \$1,000,000. Employer's Liability Disease each employee \$1,000,000. Employer's Liability Disease -- Policy Limit \$1,000,000.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant'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 Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy and proof of this extended reporting period provided to the City.

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

E. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to

the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to Independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all Items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIV. 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.

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City of Edgewood shall determine the term or provision's true intent or meaning. The City of Edgewood shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Attn: Richard W. Lundquist, M.S.
Raedeke Associates, Inc.
2111 N. Northgate Way, Ste. 219
Seattle, WA 98133
rwlundquist@raedeke.com

CITY:

Attn: Jeremy Metzler
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

With a copy to the "City Clerk" at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification and Severability

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

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

XIX. Entire Agreement

The written provisions and terms 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, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed 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 this ____ day of _____, 2018.

CONSULTANT

CITY OF EDGEWOOD

By: _____
Richard W. Lundquist, M.S.
Vice President/ Wildlife Biologist

By: _____
Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

EXHIBIT A

ON-CALL (UNIT BASED) CONTRACT-TASK ORDERS:

When the City has a need for the Consultant's services, the City will issue a Task Order, discretely identified numerically with a Task Number, and assigned a Task Name.

The written Task Order shall include the following information, which may be furnished in consultation with the Consultant:

1. Task Order Title (project name) & Task Order Number;
2. General overview of the task to be accomplished, technical approach to the task (if necessary). Where the City or other contractors will be performing work in conjunction with the Consultant, the Task Order shall identify the work to be completed by all parties, especially where the Consultant's work is dependent on the City or other contractors meeting their obligations;
3. Specific deliverables and an estimate of the quantities of the anticipated types of work or trades;
4. Schedule with milestones and deliverables;
5. Cost/hour estimate (by deliverable if progress payments are anticipated).
6. Due date of work.

All of these items may be brief, but will be sufficiently detailed for the City and the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The Consultant shall reference this Task Order Number on all correspondence, invoicing traffic and payments or reimbursements. The City will have no financial responsibility to make payment upon or provide reimbursement for any work performed prior to the Task Order acceptance by the Consultant.

NOTICE TO PROCEED. Once the Consultant has accepted the Task Order in writing, the City will issue a Notice to Proceed to the Consultant.

Exhibit B

Fee Schedule

Billing rates for all personnel included in any/all Task Orders.

Unit price Consultant/contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW. Prevailing wages for all work performed pursuant to each Task Order must be the prevailing wages in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wages rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

List of pass-through costs for supplies, materials or services (sub-contracting is not allowed for On-Call Task Orders without specific authorization by the City) (Copies of your paid invoices for pass-through costs must be attached to the appropriate invoice).

If any billing rates increase after execution of the Agreement, the Consultant shall provide an updated Fee Schedule to the City at least 60 days prior to inclusion of the new billing rates in any invoice. Fee Schedules must state the effective date. The Updated Fee Schedule shall be for not less than a minimum of one year.

ATTACH FEE SCHEDULE

RESOLUTION NO. 18-0XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES.

WHEREAS, Raedeke is a regional wetland/critical area consulting services company well known for its area of expertise and has worked with a variety of local government entities; and

WHEREAS, the City need for wetland/critical area consulting services has grown rapidly; and

WHEREAS, the City utilized the MSRC consultants roster to solicit interest and evaluate the available resources to engage in wetland/critical areas consulting and project management and has selected Raedeke to provide wetland/critical areas consulting services as the need arises for the City of Edgewood;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute a professional services agreement for services with Raedeke to provide wetland/critical areas consulting services as the need arises for the City of Edgewood in an amount not to exceed \$1,500,000.00 over a three year period.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 24TH DAY OF July, 2018.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

RESOLUTION NO. 18-0XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES.

WHEREAS, SAFEbuilt is a regional building plans review and building inspection services company well known for its area of expertise and has worked with a variety of local government entities; and

WHEREAS, the City need for plans review and building inspection services has grown rapidly; and

WHEREAS, the City utilized the MSRC consultants roster to solicit interest and evaluate the available resources to engage in civil engineering and project management and has selected SAFEbuilt to provide plans review and building inspection services as the need arises for the City of Edgewood;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute a professional services agreement for services with SAFEbuilt to provide plans review and building inspection services as the need arises for the City of Edgewood in an amount not to exceed \$300,000.00 over a three year period.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 24TH DAY OF July, 2018.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

**ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
SAFEUILT WASHINGTON, LLC**

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and SAFEuilt, Washington, LLC, (hereinafter the "Consultant,") a Washington corporation organized under the laws of the State of Washington located and doing business at 1621 114th Avenue, Ste. 219 (Bellefield Office Park), Bellevue, WA 98004.

RECITALS

WHEREAS, the City requires the provision of building department support on-call services, and

WHEREAS, the Consultant has agreed to provide building department support on-call services under the terms and conditions specified herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

I. Description of Work.

The Consultant shall perform services described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. The City shall issue a written Task Order for each project assigned to the Consultant. The written Task Order shall include the following information, which may be furnished in consultation with the Consultant: (1) Task Order Title (project name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule with milestones and deliverables; (5) cost/hour estimate; (6) due date of work. All of these items may be brief, but will be sufficiently detailed for the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The City does not permit sub consultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with sub consultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed Three Hundred Thousand Dollars (\$300,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in this Agreement, and

shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall be paid by the City for completed services rendered under each approved individual Task Order. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies equipment and incidentals necessary to complete the work. The Consultant shall submit an itemized invoice to the City for each separate Task Order after the services have been performed.

C. The amount paid by the City for each invoice shall not exceed the amount in Section II(A) above and the Hourly Billing Rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

D. The Consultant will not undertake any work or otherwise financially obligate the City in excess of said not-to-exceed amount in Section II (A) without a duly authorized amendment to this Agreement. In the event services are required beyond those specified in the Scope of Work and are not included in the compensation listed in this Agreement, a written contract amendment shall be negotiated and approved by the City before any effort is expended on such services.

III. Relationship of Parties

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

IV. Duration of Work

The Consultant shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties, and the City has issued a Notice to Proceed. This

Agreement shall expire on July 1, 2021, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described herein. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant 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 resulting from the errors or omissions of the Consultant in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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

Notwithstanding the duty to indemnify and hold harmless, the Consultant expressly agrees, after adjudication by a court of competent jurisdiction, to reimburse the Client pursuant to this provision for any costs and fees determined by the court to have been reasonably, necessarily and

actually incurred by the Client in the defense of those claims specifically founded upon the Consultant's liability as set forth in this Section.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. Insurance

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

A. Minimum Scope of Insurance. Consultant 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, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance. Consultant 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 \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
 4. Employer's Liability each accident \$1,000,000. Employer's Liability Disease each employee \$1,000,000. Employer's Liability Disease -- Policy Limit \$1,000,000.
- C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:
1. The Consultant'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 Consultant's insurance and shall not contribute with it.
 2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
 3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
 4. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy and proof of this extended reporting period provided to the City.
- D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant

will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to Independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all Items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIV. 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.

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City of Edgewood shall determine the term or provision's true intent or meaning. The City of Edgewood shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Attn: David Spencer, CBO
Regional Operations Manager (Supervisor)
1621 114th Avenue, Ste. 219
(Bellefield Office Park)
Bellevue, WA 98004

CITY:

Attn: Jeremy Metzler
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

With a copy to the "City Clerk" at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification and Severability

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

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

XIX. Entire Agreement

The written provisions and terms 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, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed 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 this ____ day of _____, 2018.

CONSULTANT

By: _____
Thomas P. Wilkas, Chief Financial Officer
SAFEbuilt, LLC

CITY OF EDGEWOOD

By: _____
Daryl Eidinger, Mayor

twilkas@safebuilt.com

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

EXHIBIT A

ON-CALL (UNIT BASED) CONTRACT-TASK ORDERS:

When the City has a need for the Consultant's services, the City will issue a Task Order, discretely identified numerically with a Task Number, and assigned a Task Name.

The written Task Order shall include the following information, which may be furnished in consultation with the Consultant:

1. Task Order Title (project name) & Task Order Number;
2. General overview of the task to be accomplished, technical approach to the task (if necessary). Where the City or other contractors will be performing work in conjunction with the Consultant, the Task Order shall identify the work to be completed by all parties, especially where the Consultant's work is dependent on the City or other contractors meeting their obligations;
3. Specific deliverables and an estimate of the quantities of the anticipated types of work or trades;
4. Schedule with milestones and deliverables;
5. Cost/hour estimate (by deliverable if progress payments are anticipated).
6. Due date of work.

All of these items may be brief, but will be sufficiently detailed for the City and the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The Consultant shall reference this Task Order Number on all correspondence, invoicing traffic and payments or reimbursements. The City will have no financial responsibility to make payment upon or provide reimbursement for any work performed prior to the Task Order acceptance by the Consultant.

NOTICE TO PROCEED. Once the Consultant has accepted the Task Order in writing, the City will issue a Notice to Proceed to the Consultant.

Exhibit B Fee Schedule

Billing rates for all personnel included in any/all Task Orders.

Unit price Consultant/contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW. Prevailing wages for all work performed pursuant to each Task Order must be the prevailing wages in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wages rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

List of pass-through costs for supplies, materials or services (sub-contracting is not allowed for On-Call Task Orders without specific authorization by the City) (Copies of your paid invoices for pass-through costs must be attached to the appropriate invoice).

If any billing rates increase after execution of the Agreement, the Consultant shall provide an updated Fee Schedule to the City at least 60 days prior to inclusion of the new billing rates in any invoice. Fee Schedules must state the effective date. The Updated Fee Schedule shall be for not less than a minimum of one year.

ATTACH FEE SCHEDULE

RESOLUTION NO. 18-0XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES.

WHEREAS, SCJ Alliance is a regional planning consulting services company well known for its area of expertise and has worked with a variety of local government entities; and

WHEREAS, the City need for planning consulting services has grown rapidly; and

WHEREAS, the City utilized the MSRC consultants roster to solicit interest and evaluate the available resources to engage in planning consulting and case management and has selected SCJ Alliance to provide planning consulting services as the need arises for the City of Edgewood;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute a professional services agreement for services with SCJ Alliance to provide planning consulting services as the need arises for the City of Edgewood in an amount not to exceed \$350,000.00 over a three year period.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 24TH DAY OF July, 2018.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

**ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
SCJ ALLIANCE**

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and SCJ Alliance, (hereinafter the "Consultant,") a Washington corporation organized under the laws of the State of Washington located and doing business at 8730 Tallon Lane NE, Ste. 200, Lacey, WA 98516.

RECITALS

WHEREAS, the City requires the provision of planning on-call services, and

WHEREAS, the Consultant has agreed to provide planning on-call services under the terms and conditions specified herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

I. Description of Work.

The Consultant shall perform services described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. The City shall issue a written Task Order for each project assigned to the Consultant. The written Task Order shall include the following information, which may be furnished in consultation with the Consultant: (1) Task Order Title (project name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule with milestones and deliverables; (5) cost/hour estimate; (6) due date of work. All of these items may be brief, but will be sufficiently detailed for the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The City does not permit sub consultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with sub consultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed Three Hundred Fifty Thousand Dollars (\$350,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in this Agreement, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated

and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall be paid by the City for completed services rendered under each approved individual Task Order. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies equipment and incidentals necessary to complete the work. The Consultant shall submit an itemized invoice to the City for each separate Task Order after the services have been performed.

C. The amount paid by the City for each invoice shall not exceed the amount in Section II(A) above and the Hourly Billing Rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

D. The Consultant will not undertake any work or otherwise financially obligate the City in excess of said not-to-exceed amount in Section II (A) without a duly authorized amendment to this Agreement. In the event services are required beyond those specified in the Scope of Work and are not included in the compensation listed in this Agreement, a written contract amendment shall be negotiated and approved by the City before any effort is expended on such services.

III. Relationship of Parties

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

IV. Duration of Work

The Consultant shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties, and the City has issued a Notice to Proceed. This Agreement shall expire on July 1, 2021, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described herein. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant 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 resulting from the errors or omissions of the Consultant in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and

the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Notwithstanding the duty to indemnify and hold harmless, the Consultant expressly agrees, after adjudication by a court of competent jurisdiction, to reimburse the Client pursuant to this provision for any costs and fees determined by the court to have been reasonably, necessarily and actually incurred by the Client in the defense of those claims specifically founded upon the Consultant's liability as set forth in this Section.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. Insurance

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

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

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4. Employer's Liability each accident \$1,000,000. Employer's Liability Disease each employee \$1,000,000. Employer's Liability Disease -- Policy Limit \$1,000,000.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant'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 Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy and proof of this extended reporting period provided to the City.

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

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Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City of Edgewood shall determine the term or provision's true intent or meaning. The City of Edgewood shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

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All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Attn: Gary Cooper
SCJ Alliance
8730 Tallon Lane NE, Ste. 200
Lacey, WA 98516

CITY:

Attn: Jeremy Metzler
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

With a copy to the "City Clerk" at the same address.

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Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

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

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

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IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2018.

CONSULTANT

By: _____
Dan Penrose, AICP
Planning Manager

CITY OF EDGEWOOD

By: _____
Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

EXHIBIT A

ON-CALL (UNIT BASED) CONTRACT-TASK ORDERS:

When the City has a need for the Consultant's services, the City will issue a Task Order, discretely identified numerically with a Task Number, and assigned a Task Name.

The written Task Order shall include the following information, which may be furnished in consultation with the Consultant:

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Unit price Consultant/contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW. Prevailing wages for all work performed pursuant to each Task Order must be the prevailing wages in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wages rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

List of pass-through costs for supplies, materials or services (sub-contracting is not allowed for On-Call Task Orders without specific authorization by the City) (Copies of your paid invoices for pass-through costs must be attached to the appropriate invoice).

If any billing rates increase after execution of the Agreement, the Consultant shall provide an updated Fee Schedule to the City at least 60 days prior to inclusion of the new billing rates in any invoice. Fee Schedules must state the effective date. The Updated Fee Schedule shall be for not less than a minimum of one year.

ATTACH FEE SCHEDULE

RESOLUTION NO. 18-0XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES.

WHEREAS, Transpo Group is a regional transportation traffic study company well known for its area of expertise and has worked with a variety of local government entities; and

WHEREAS, the City need for traffic study services has grown rapidly; and

WHEREAS, the City utilized the MSRC consultants roster to solicit interest and evaluate the available resources to engage in traffic study and project management and has selected Transpo Group to provide traffic study services as the need arises for the City of Edgewood;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute a professional services agreement for services with Transpo Group to provide traffic study services as the need arises for the City of Edgewood in an amount not to exceed \$250,000.00 over a three year period.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 24TH DAY OF July, 2018.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

**ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
TRANSPO GROUP**

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and Transpo Group, (hereinafter the "Consultant,") a Washington corporation organized under the laws of the State of Washington located and doing business at 12131 113TH Avenue NE, Ste. 203, Kirkland, WA 98034.

RECITALS

WHEREAS, the City requires the provision of transportation planning and engineering on-call services, and

WHEREAS, the Consultant has agreed to provide transportation planning and engineering on-call services under the terms and conditions specified herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

I. Description of Work.

The Consultant shall perform services described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. The City shall issue a written Task Order for each project assigned to the Consultant. The written Task Order shall include the following information, which may be furnished in consultation with the Consultant: (1) Task Order Title (project name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule with milestones and deliverables; (5) cost/hour estimate; (6) due date of work. All of these items may be brief, but will be sufficiently detailed for the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The City does not permit sub consultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with sub consultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed Two Hundred

Fifty Thousand Dollars (\$250,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in this Agreement, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall be paid by the City for completed services rendered under each approved individual Task Order. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies equipment and incidentals necessary to complete the work. The Consultant shall submit an itemized invoice to the City for each separate Task Order after the services have been performed.

C. The amount paid by the City for each invoice shall not exceed the amount in Section II(A) above and the Hourly Billing Rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

D. The Consultant will not undertake any work or otherwise financially obligate the City in excess of said not-to-exceed amount in Section II (A) without a duly authorized amendment to this Agreement. In the event services are required beyond those specified in the Scope of Work and are not included in the compensation listed in this Agreement, a written contract amendment shall be negotiated and approved by the City before any effort is expended on such services.

III. Relationship of Parties

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

IV. Duration of Work

The Consultant shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties, and the City has issued a Notice to Proceed. This Agreement shall expire on July 1, 2021, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described herein. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant 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 resulting from the errors or omissions of the Consultant in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and

the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Notwithstanding the duty to indemnify and hold harmless, the Consultant expressly agrees, after adjudication by a court of competent jurisdiction, to reimburse the Client pursuant to this provision for any costs and fees determined by the court to have been reasonably, necessarily and actually incurred by the Client in the defense of those claims specifically founded upon the Consultant's liability as set forth in this Section.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. Insurance

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

A. Minimum Scope of Insurance. Consultant 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, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance. Consultant 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 \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Employer's Liability each accident \$1,000,000. Employer's Liability Disease each employee \$1,000,000. Employer's Liability Disease -- Policy Limit \$1,000,000.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant'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 Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy and proof of this extended reporting period provided to the City.

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

E. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to

the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to Independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all Items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIV. 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.

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City of Edgewood shall determine the term or provision's true intent or meaning. The City of Edgewood shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Attn: Jon Pascal
Transpo Group
12131 113th Avenue NE, Ste. 203
Kirkland, WA 98034

CITY:

Attn: Jeremy Metzler
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

With a copy to the "City Clerk" at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification and Severability

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

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

XIX. Entire Agreement

The written provisions and terms 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, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed 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 this ____ day of _____, 2018.

CONSULTANT

By: _____
Jon Pascal, President
Transpo Group

CITY OF EDGEWOOD

By: _____
Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

EXHIBIT A

ON-CALL (UNIT BASED) CONTRACT-TASK ORDERS:

When the City has a need for the Consultant's services, the City will issue a Task Order, discretely identified numerically with a Task Number, and assigned a Task Name.

The written Task Order shall include the following information, which may be furnished in consultation with the Consultant:

1. Task Order Title (project name) & Task Order Number;
2. General overview of the task to be accomplished, technical approach to the task (if necessary). Where the City or other contractors will be performing work in conjunction with the Consultant, the Task Order shall identify the work to be completed by all parties, especially where the Consultant's work is dependent on the City or other contractors meeting their obligations;
3. Specific deliverables and an estimate of the quantities of the anticipated types of work or trades;
4. Schedule with milestones and deliverables;
5. Cost/hour estimate (by deliverable if progress payments are anticipated).
6. Due date of work.

All of these items may be brief, but will be sufficiently detailed for the City and the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The Consultant shall reference this Task Order Number on all correspondence, invoicing traffic and payments or reimbursements. The City will have no financial responsibility to make payment upon or provide reimbursement for any work performed prior to the Task Order acceptance by the Consultant.

NOTICE TO PROCEED. Once the Consultant has accepted the Task Order in writing, the City will issue a Notice to Proceed to the Consultant.

Exhibit B Fee Schedule

Billing rates for all personnel included in any/all Task Orders.

Unit price Consultant/contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW. Prevailing wages for all work performed pursuant to each Task Order must be the prevailing wages in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wages rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

List of pass-through costs for supplies, materials or services (sub-contracting is not allowed for On-Call Task Orders without specific authorization by the City) (Copies of your paid invoices for pass-through costs must be attached to the appropriate invoice).

If any billing rates increase after execution of the Agreement, the Consultant shall provide an updated Fee Schedule to the City at least 60 days prior to inclusion of the new billing rates in any invoice. Fee Schedules must state the effective date. The Updated Fee Schedule shall be for not less than a minimum of one year.

ATTACH FEE SCHEDULE