



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tuesday, July 27, 2021 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. AUDIENCE COMMENT

3. MAYOR'S REPORT

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

The following items are presented for Council approval:

A. Review of Board/Commission Minutes

B. Regular Council Meeting of July 13, 2021

C. Study Session Meeting Minutes of July 20, 2021

D. AB21-033 – a motion approving July 2021 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; Employment Security Department; Department of Labor and Industries; and IRS 941 in the amount of \$146,733.10; and Vendor Check Numbers 25032 through 25053 with EFT and Direct Pay Payments in the amount of \$1,472,037.87. Total distributions submitted for review and authorization in the amount of \$1,618,770.97

E. AB21-034 – 24th & Meridian Sidewalks – Change Order #6

F. AB21-0572 – Resolution 21-0572, authorizing the City to offer the AWC Trust Sponsored Long-term Care Coverage to AWC Trust Insured Employees

G. AB21-0573 – Resolution 21-0573, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with AEGIS Engineering

H. AB21-0574 – Resolution 21-0574, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with AESI

I. AB21-0575 – Resolution 21-0575, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with AHBL, Inc

J. AB21-0576 – Resolution 21-0576, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with BHC Consultants

K. AB21-0577 – Resolution 21-0577, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with Bush, Roed & Hitchings, Inc

L. AB21-0578 – Resolution 21-0578, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with Clarity Consultants

M. AB21-0579 – Resolution 21-0579, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with DKS Associates

N. AB21-0580 – Resolution 21-0580, authorizing the Mayor to execute a Professional

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

Services Agreement for On-Call Services with Gray & Osborne Inc

- O. AB21-0581** – Resolution 21-0581, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with Herrera Environmental Consultants Inc
- P. AB21-0582** – Resolution 21-0582, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with Raedeke Associates, Inc
- Q. AB21-0585** – Resolution 21-0585, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with SCJ Alliance
- R. AB21-0586** – Resolution 21-0586, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with Transpo Group
- S. AB21-0587** – Resolution 21-0587, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with Transportation Solutions, Inc
- T. AB21-0588** – Resolution 21-0588, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with West Coast Code Consultants Inc (WC3)

5. COUNCIL BUSINESS

- A. AB21-0608** – adopting Ordinance 21-0608, amending chapter 4.30 of the Edgewood Municipal Code related to Traffic Impact Fees
- B. AB21-0609** – adopting Ordinance 21-0609, amending Edgewood Municipal Code chapter 18.105, Concurrency Management

6. COUNCIL COMMENTS

7. ADJOURN



CITY OF EDGEWOOD

PLANNING COMMISSION MEETING MINUTES

Monday, June 14, 2021 – 6 p.m. • Edgewood City Hall – 2224 104th Ave. E

Meeting Held Virtually via Zoom

1. **CALL TO ORDER:** Chair Overfield called meeting to order at 6:03 PM
 - A. **Commissioners Present:** Guillory; Overfield; Greene; Wagner; Pincas; Ramirez; Slate
 - B. **Commissioners Absent:** None
 - C. **Staff Member(s) Present:** Emily Arteche, Planning Manager
Evan Hietpas, Associate Planner
Jeremy Metzler, Public Works Director
 - D. **Others Present:** Councilmember Tomy
Councilmember Wise
2. **CONSENT AGENDA:** Slate moved to APPROVE as presented, Guillory seconded.
Commission voted 7-0 to approve the Consent Agenda.
3. **CITIZEN COMMENTS:** None
4. **PUBLIC HEARINGS:**
 - A. Traffic Concurrency Management Code Amendment
 - i. Chair Overfield opened public hearing at 6:05.
 - ii. No public comment received.
 - iii. Chair Overfield closed public hearing at 6:06.
 - B. Traffic Impact Fees Code Amendment
 - i. Chair Overfield opened public hearing at 6:06.
 - ii. No public comment received.
 - iii. Chair Overfield closed public hearing at 6:08.
5. **NEW BUSINESS:**
 - A. **Action Items:**
 - i. Traffic Concurrency Management Code Amendment
 - a. Chair Overfield requested a motion to approve the code amendment, as presented.
 - b. Greene motioned to approve. Guillory seconded. Planning Commission voted 7-0 recommend approval of the code amendment, as presented.
 - ii. Traffic Impact Fees Code Amendment
 - a. Chair Overfield requested a motion to approve the code amendment, as presented.
 - b. Guillory motioned to approve. Pincas seconded. Planning Commission voted 7-0 recommend approval of the code amendment, as presented.

B. Discussion Items:

i. Town Center

- a. Hietpas opened the discussion.
- b. Commission and city staff discussed the anticipated efforts related to the development of a Town Center subarea plan in the coming months.

ii. Street Light Standards

- a. Hietpas briefed the Commission on city staff's efforts related to the adoption of street light standard regulations.

iii. Development and Public Works Standards

- a. Arteché and Metzler presented a proposed code modification related to streetscape requirements, to be adopted at a later date.
- b. Commission and city staff discussed the proposed code modification.

iv. Sewer Plan Update

- a. Metzler briefed the Commission that the City Council will be updating the City's Sewer Plan, related to higher density zoning boundaries.

v. Reappointments

- a. Hietpas and Arteché recommended that Positions 4-7 should be re-appointed to serve another two (2) year term on the City's Planning Commission.
- b. All four (4) Commissioners agreed to serving another term.
- c. Chair and Vice Chair selections will made at the July meeting.

vi. Planning Commission Handbook

- a. Hietpas and Arteché introduced the new "Planning Commission Handbook". The handbook includes important information to help Commissioners be successful in their role and educate the public on the importance of what the Planning Commission does.
- b. Discussion ensued.

vii. 2021 Work Plan

- a. Commission and city staff discussed various Work Plan items.

6. **STAFF COMMENTS:** Hietpas introduced the City's new public engagement program, the "Edgewood Experience". This program will allow five (5) local high students to work with city staff members for six weeks in the summer to learn about what local municipalities do to serve a community, explore careers in public service, and explain how to become active community leaders.

7. **COMMISSIONER COMMENTS:** None

8. **ADJOURN:** Chair Overfield adjourned meeting at 7:31 PM.



PARKS AND RECREATION ADVISORY BOARD SPECIAL MEETING SUMMARY

Wednesday June 9, 2021 – 6pm ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. **CALL TO ORDER**

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

2. **ROLL CALL**

Present: Brian Levenhagen, Jeff Southard, Anne Percival, Mary Grace Eala, Bill Hilton, Linda Howard (joined late)

City Staff: Public Works Director (PWD) Jeremy Metzler, IT Director Matthew Ray

3. **PRESENTATION** - Town Center Plan

Planning Manager Emily Arteche introduced Associate Planner Evan Hietpas who brought the plan forward for discussion.

4. **APPROVAL OF MEETING SUMMARY**

Mary Grace Eala **MOVED**, Anne Percival **SECONDED** to approve the May 6, 2021 Meeting Summary.

APPROVED (5-0)

5. **OLD BUSINESS**

- Edgemont Park Playground
PWD Metzler updated members on the safety issues of the existing slides. He then reviewed the ratings board members provided for Buell, Northwest Playground, and PlayCreation.
- 36th & Meridian Park Update
PWD Metzler briefly discussed the work being done at the new park site. Due to delivery delays the park may not open until September.
- Interurban Trail Planning
Larry Leveen with ForeverGreen Trails, shared his letter to Representative Strickland thanking her for funding the Interurban Trail Phase III. He then shared the details of their developing Trail Accelerator Program.

6. **NEW BUSINESS**

- Edgewood Experience (High School Internship Program)
Associate Planner Evan Hietpas presented the program, explaining the city's objective in searching for new ways to engage with the community, specifically the youth.
- Edgewood Community Park – Construction Site Tour
Members agreed to take a tour of the site at the July 1st meeting.

- 1937 Valley Ave Bridge – Historic Marker Planning
PWD Metzler shared a photo of the bridge marker and discussion then ensued as to whether the city wanted to incorporate it somewhere.

7. ADJOURN – 8:00PM



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

Monday, June 7, 2021, 6 p.m. • Virtual Zoom Meeting
Meeting Link: (<https://zoom.us/j/92275379112>)

1. **CALL TO ORDER:** Chair Butterfield called the meeting to order at 6:04 p.m.
 - A. **Members Present:** Kilmer; Wiesenfeld; Butterfield; Clark; Swanson; Neil
 - B. **Commissioners Absent:** Clark; Position 5 VACANT; Neil
 - C. **Staff Member(s) Present:** Emily Arteche, Planning Manager
Evan Hietpas, Associate Planner
 - D. **Others Present:** Council Member Wise
Council Member Tomy
2. **CONSENT AGENDA**
 - A. **Agenda Approval or Modifications**
 - B. **Approval of Meeting Minutes for May 3, 2021**
 - C. **Review of May Development Review Reports**
 - i. Swanson moved to approve, as presented.
 - ii. Wiesenfeld seconded.
 - iii. The Board voted 4-0 to approve the Consent Agenda.
3. **CITIZEN COMMENT PERIOD:**
 - A. Jeanette Jorgensen spoke to the board regarding small businesses in Edgewood, specifically related to food trucks.
4. **NEW BUSINESS**
 - A. **Discussion Item(s)**
 - i. Town Center
 - a. Hietpas introduced Town Center and provided a presentation on the City's anticipated efforts to create a Town Center Subarea Plan.
 - b. Discussion ensued.

Board Member Swanson notified Chair Butterfield that she needed to leave the meeting. This would result in the EDAB no longer achieving a quorum. Chair Butterfield recommended deferring the remaining agenda items to the next meeting. The EDAB does not have a regular scheduled meeting in July due to a City-observed holiday on Monday July 5th. The Board requested a special meeting on Wednesday July 14th. The July meeting will include the same agenda items as the June meeting.

AGENDA ITEMS DEFERRED TO THE JULY MEETING

- A. **Discussion Item(s)**
 - i. Edgewood Marketplace
 - ii. Edgewood Marketplace Flyer
 - iii. 2021 Work Plan
 - B. **Action Item(s)**
 - i. Edgewood Marketplace Flyer
6. **STAFF COMMENTS:** None
 7. **BOARD MEMBER UPDATES:** None
 8. **ADJOURN:** Chair Butterfield adjourned the meeting at 6:59 p.m.



CITY OF EDGEWOOD

REGULAR COUNCIL MEETING AGENDA SUMMARY

Tuesday, July 13, 2021 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

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

Present: Mayor Eidinge, Deputy Mayor Creley, Councilmember West, Councilmember Day, Councilmember Wise, Councilmember Tomy, Councilmember Lowry

Excused: Councilmember Christopherson

Staff Present: Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Public Works Director Jeremy Metzler, IT Director Matthew Ray, Chief Mark Berry

2 PUBLIC HEARING

A. AB21-027 PUBLIC HEARING - Traffic Impact Fees Code Amendment

Mayor Eidinge opened the public hearing at 7:02pm. Public Works Director Jeremy Metzler briefed Council, there was no public comments, and Mayor Eidinge closed the public hearing at 7:04pm.

B. AB21-028 PUBLIC HEARING - Traffic Concurrency

Mayor Eidinge opened the public hearing at 7:04pm. Public Works Director Jeremy Metzler spoke, there was no public comments. Mayor Eidinge closed the public hearing at 7:05pm.

3 AUDIENCE COMMENT

Jason Ramirez spoke.

4 MAYOR'S REPORT

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

5 CONSENT AGENDA:

A. Regular City council Meeting Minutes of June 22, 2021

B. Study Session Meeting Minutes of June 29, 2021

C. Study Session Meeting Minutes of July 6, 2021

D. AB21-029 - a motion approving July 2021 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941; and AWC Employee Benefit Trust in the amount of \$174,210.49; and Vendor Check Numbers 25011 through 25031 with EFT and Direct Pay Payments in the amount of \$193,873.69. Total distributions submitted for review and authorization in the amount of \$368,084.18

E. AB21-0570 - Resolution No. 21-0570, authorizing the Mayor to execute a personal

services agreement with Be Culture

F. AB21-030 - a motion approving the 1st Qtr Financial Statements

G. AB21-031- a motion approving the Annual Report

Motion: As read, **Action:** Approve, Moved by Deputy Mayor Creley, Seconded by Councilmember Tomy, **Motion passed 6-0**

6 COUNCIL BUSINESS

A. AB21-032 - Appointment to the Parks and Recreation Advisory Board (PRAB)

Motion: As read, **Action:** Approve, Moved by Councilmember Wise, Seconded by Councilmember West, **Motion passed 6-0**

7 COUNCIL COMMENTS

Councilmember Tomy spoke.

Councilmember Wise spoke.

8 ADJOURN

Adjourned at 7:21pm

Jill S. Herrera
Communications Coordinator / Deputy City Clerk

Daryl Eiding
Mayor



CITY OF EDGEWOOD

STUDY SESSION MEETING AGENDA SUMMARY

Tuesday, July 20, 2021 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

Mayor Eidinger called the meeting order at 7:08pm due to technical difficulties.

Present: Mayor Eidinger, Deputy Mayor Creley, Councilmember Day, Councilmember Wise, Councilmember Tomin, Councilmember Lowry

Excused: Councilmember West, Councilmember Christopherson

Staff Present: Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Community & Economic Development Director Darren Groth, Jeremy Metzler Public Works Director, Matthew Ray, IT/Facilities Director, Sergeant Pat Burke.

2 COUNCIL BUSINESS

A. Discussion – Development Review

Building Official James Tumelson briefed Council on this agenda item.

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

Councilmember Lowry recapped the content of the video provided for Council to watch, and discussion then ensued as to it's subject matter.

C. Discussion – WA State Long-term Care Coverage and Payroll Tax

City Clerk/HR Director Rachel Pitzel introduced Accounting Manager Stephanie Goff who briefed Council on the details of this agenda item. After a detailed discussion, Council agreed to have it placed on an upcoming Consent Agenda.

D. Discussion – Resolution – South Sound Housing Affordability Partners (SSHA³P)

After a detailed discussion Council decided to push this item out a few weeks to discuss it further.

E. Discussion – Resolutions – On-Call Consultant Services Contracts

Public Works Director Jeremy Metzler reviewed the multiple on-call contracts briefly with Council asking that they be moved forward to an upcoming Consent Agenda.

F. Discussion – Ordinance – Traffic Impact Fees Code Amendment

Public Works Director Jeremy Metzler discussed this item, and the changes to the code it would produce.

G. Discussion – Ordinance – Traffic Concurrency Review Threshold

Public Works Director Jeremy Metzler discussed this agenda item in detail and answered Council questions.

H. Discussion – 24th & Meridian Sidewalks – Change Order #6

Public Works Director Jeremy Metzler discussed the need for this change order and it's details. Council agreed to move the item forward to an upcoming Consent Agenda.

3 OTHER COUNCIL ITEMS

Deputy Mayor Creley spoke.

Councilmember Tomin spoke.

Councilmember Wise spoke.

Councilmember Day spoke.

4 ADJOURN

Mayor Eidinge adjourned the meeting at 8:09pm.



Jill S. Herrera
Communications Coordinator / Deputy City Clerk



Daryl Eidinge
Mayor



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: AB21-033 – a motion approving July 2021 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; Employment Security Department; Department of Labor and Industries; and IRS 941 in the amount of \$146,733.10; and Vendor Check Numbers 25032 through 25053 with EFT and Direct Pay Payments in the amount of \$1,472,037.87. Total distributions submitted for review and authorization in the amount of \$1,618,770.97	Agenda Item #:
	For Agenda of: 7/27/2021
	Prepared by: Stephanie Goff
Attachments (list): 1. 072721 Claims Register 2. 072721 Voucher Directory	
Approval of Materials: Stephanie Goff Dave Gray 7/22/2021 Daryl Eidinger 7/22/2021	Expenditure Required: \$1,618,770.97
	Amount Budgeted: \$1,618,770.97
	Timeline: N/A

Summary Statement:

Approving July 2021 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; Employment Security Department; Department of Labor and Industries; and IRS 941 in the amount of \$146,733.10; and Vendor Check Numbers 25032 through 25053 with EFT and Direct Pay Payments in the amount of \$1,472,037.87. Total distributions submitted for review and authorization in the amount of \$1,618,770.97

Item History:

N/A

Recommended Action:

MOTION to adopt AB21-033 – a motion approving July 2021 Budgeted E as presented under the Consent Agenda.

Fiscal Note/Consideration:

City of Edgewood 2021

July 27th 2021 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10611 Last Number Issued Previous Authorization			
DCP EFT 7/15/2021	Deferred Compensation Program	7/15/2021	\$14,769.34
Direct Deposit Run -	Payroll Vendor	7/15/2021	\$87,617.67
DRS EFT 7/15/2021	Dept of Retirement Systems	7/15/2021	\$19,381.41
DSHS-DCS EFT	WA State Support Registry	7/15/2021	\$217.00
IRS 941 EFT 7/15/2021	IRS 941	7/15/2021	\$15,834.94
Q2 2021 ESD UI	Employment Security Department	7/15/2021	\$1,222.98
Q2 2021 PFML EFT	Employment Security Department-PFML	7/15/2021	\$1,651.59
Q2-2021 L&I EFT	Dept of Labor & Industry	7/15/2021	\$6,038.17
Total			\$146,733.10

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
25031 Last Number Issued Previous Authorization			
25032	A & R Services dba Angela Rojo	7/27/2021	\$835.00
25033	Active Construction, Inc.	7/27/2021	\$967,830.96
25034	Bob's Property Solutions, Inc.	7/27/2021	\$3,846.50
25035	City of Sumner	7/27/2021	\$145.00
25036	Department of Ecology	7/27/2021	\$150.00
25037	Drain-Pro	7/27/2021	\$2,253.00
25038	East Pierce Fire & Rescue	7/27/2021	\$18,860.18
25039	Gray & Osborne, Inc	7/27/2021	\$27,198.86
25040	Herrera Environmental Consultants, Inc.	7/27/2021	\$5,272.93
25041	Lakehaven Water & Sewer	7/27/2021	\$114.40
25042	Madrona Law Group, PLLC	7/27/2021	\$13,971.25
25043	McKinstry Co, LLC	7/27/2021	\$2,454.71
25044	Morgan Sound Inc.	7/27/2021	\$22,326.19
25045	National Barricade Co., LLC	7/27/2021	\$376.54
25046	Office Depot	7/27/2021	\$510.95
25047	Pierce County Budget & Finance PW	7/27/2021	\$33,093.04
25048	Pierce County Budget & Finance Sheriff	7/27/2021	\$265,010.83
25049	Raedeke Associates, Inc.	7/27/2021	\$1,126.50
25050	Traffic Safety Supply	7/27/2021	\$77,204.61
25051	WA Assoc. of Building Officials	7/27/2021	\$555.91
25052	WA State Treasurer	7/27/2021	\$387.00
25053	Washington Forestry Consultants, Inc.	7/27/2021	\$9,506.18
Direct Pay Payment	CDW Government	7/27/2021	\$6,871.27
Direct Pay Payment	McClatchy Company LLC	7/27/2021	\$807.41
Direct Pay Payment	Transpo Group	7/27/2021	\$743.75
EFT Payment 7/22/2021	Amazon Capital Services	7/27/2021	\$2,653.14
EFT Payment 7/22/2021	Crystal Springs	7/27/2021	\$100.62
EFT Payment 7/22/2021	Dept. of L & I	7/27/2021	\$53.80
EFT Payment 7/22/2021	Grainger	7/27/2021	\$114.74
EFT Payment 7/22/2021	Mt. View-Edgewood Water Co.	7/27/2021	\$1,434.54
EFT Payment 7/22/2021	Puget Sound Energy	7/27/2021	\$3,708.09
EFT Payment 7/22/2021	US Bank Corporate Payment System	7/27/2021	\$2,226.68
EFT Payment 7/22/2021	US Bank ACH/EFT	7/27/2021	\$293.29

Total Claims Voucher Distribution	\$1,472,037.87
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Total Distribution Submitted for Review & Authorization	\$1,618,770.97
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Authorization Adjustments:

Total Distribution Net of Prior Authorized Adjustments	\$1,618,770.97
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Claims Voucher Approval: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Edgewood, and that I am authorized to authenticate and certify to said claim.

_____ Accounting Manager, Stephanie Goff

_____ Mayor, Daryl Eidinger

_____ Council Member



Voucher Directory

Fiscal : 2021 - July
Council Date : 2021 - July - 2nd Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
A & R Services dba Angela Rojo	25032			2021 - July - 2nd Council Meeting	
		525-AR			
			July Services		
			001-018-000-518-30-41-01	Professional Services	\$835.00
				Monthly Janitorial Svs. for July	
		Total 525-AR			\$835.00
	Total 25032				\$835.00
Total A & R Services dba Angela Rojo					\$835.00
Active Construction, Inc.	25033			2021 - July - 2nd Council Meeting	
		07/2021 PayRequest			
			July Pay Request-36th & Meridian Park		
			310-000-000-594-76-41-03	Professional Svs.-Property	\$967,830.96
				36th & Meridian Park	
		Total 07/2021 PayRequest			\$967,830.96
	Total 25033				\$967,830.96
Total Active Construction, Inc.					\$967,830.96
Amazon Capital Services					
	EFT Payment 7/22/2021 2:09:06 PM - 1			2021 - July - 2nd Council Meeting	
	16MN-RFYQ-YQLQ				
		June Statement			
		001-018-000-518-20-31-01	Office & Operational Supplies		\$1,358.08
			Misc. Office Supplies, PW Gate Remotes, Vacuum Cleaner/Bags, Badge Holders, Flashlight Holster, Misc. Supplies Edgewood Experience, Juicer, Toaster Oven, Ice Machine, iPhone Case,		
		001-018-000-518-20-31-02	Computer Supplies		\$230.71
			Laptop Bags- Edgewood Experience, Webcams		
		001-018-000-594-18-64-02	Cap Exp-Computer Hardware		\$1,064.35
			Docking Station (J.Werre), Wireless High-Gain Antennas, (3) ViewSonic Monitors		
		Total 16MN-RFYQ-YQLQ			\$2,653.14
	Total EFT Payment 7/22/2021 2:09:06 PM - 1				\$2,653.14
Total Amazon Capital Services					\$2,653.14

Vendor	Number	Reference	Account Number	Description	Amount
Bob's Property Solutions, Inc.					
	25034			2021 - July - 2nd Council Meeting	
		062921-BOB			
				June Svcs- Fallen Tree Removal	
			001-076-000-576-80-41-01	Professional Services	\$3,846.50
				Fallen Tree Removal- Trail at 110th & 17th St E	
		Total 062921-BOB			\$3,846.50
	Total 25034				\$3,846.50
Total Bob's Property Solutions, Inc.					\$3,846.50
CDW Government					
		Direct Pay Payment 7/22/2021 2:07:42 PM - 1		2021 - July - 2nd Council Meeting	
		G152946			
				June Purchases	
			001-018-000-518-85-49-03	Computer Subscriptions	\$4,295.48
				PO# 2021033- Fortinet License Renewal & Service Agreement Renewl	
		Total G152946			\$4,295.48
		G153063			
				June Purchases	
			001-018-000-594-18-64-02	Cap Exp-Computer Hardware	\$1,117.25
				PO# 2021031- Curved Monitor (Assoc. Engineer)	
		Total G153063			\$1,117.25
		G432529			
				July Purchases	
			001-018-000-594-18-64-02	Cap Exp-Computer Hardware	\$972.36
				PO# 2021034- Docking Stations (Admin. Assistant, Maint. Tech.)	
		Total G432529			\$972.36
		G454170			
				July Purchases	
			001-018-000-594-18-64-02	Cap Exp-Computer Hardware	\$486.18
				PO# 2021029- Docking Stations (Assoc. Engineer)	
		Total G454170			\$486.18
	Total Direct Pay Payment 7/22/2021 2:07:42 PM - 1				\$6,871.27
Total CDW Government					\$6,871.27
City of Sumner					
	25035			2021 - July - 2nd Council Meeting	
		071221-COS			
				2nd Qtr 2021 Animal Licenses	
			650-000-000-589-30-00-05	Animal Licenses	\$145.00
				2nd Qtr 2021 Animal Licenses	
		Total 071221-COS			\$145.00
	Total 25035				\$145.00
Total City of Sumner					\$145.00

Vendor	Number	Reference	Account Number	Description	Amount
Crystal Springs					
		EFT Payment 7/22/2021 2:09:06 PM - 2	2021 - July - 2nd Council Meeting		
		15787820 071421			
			Water Delivery		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$100.62
			CH Water Delivery		
		Total 15787820 071421			\$100.62
		Total EFT Payment 7/22/2021 2:09:06 PM - 2			\$100.62
Total Crystal Springs					\$100.62
Department of Ecology					
25036			2021 - July - 2nd Council Meeting		
		CW-66440729			
			Coastal Training Program		
			001-058-000-558-60-43-01	Training/Travel Costs	\$150.00
			Wetland Training- S.Read		
		Total CW-66440729			\$150.00
		Total 25036			\$150.00
Total Department of Ecology					\$150.00
Dept. of L & I					
		EFT Payment 7/22/2021 2:09:06 PM - 3	2021 - July - 2nd Council Meeting		
		340224			
			Boiler/Pressure Vessel Inspection		
			001-018-000-518-30-45-07	Operating Permits	\$53.80
			Boiler/Pressure Vessel Inspection- City Hall Basement		
		Total 340224			\$53.80
		Total EFT Payment 7/22/2021 2:09:06 PM - 3			\$53.80
Total Dept. of L & I					\$53.80
Drain-Pro					
25037			2021 - July - 2nd Council Meeting		
		83305			
			Edgemont Park 6/13-7/10/21		
			001-076-000-576-80-45-03	Operating Rentals	\$443.00
			Edgemont Park		
		Total 83305			\$443.00
		83306			
			Nelson Nature Park 6/13-7/10/21		
			001-076-000-576-80-45-03	Operating Rentals	\$241.00
			Nelson Nature Park		
		Total 83306			\$241.00
		83307			
			Nelson Farm 6/13-7/10/21		
			001-076-000-576-80-45-03	Operating Rentals	\$111.50

Vendor	Number	Reference	Account Number	Description	Amount
			Nelson Farm		
		Total 83307			\$111.50
		83308			
			Trailhead Park 6/13-7/10/21		
			001-076-000-576-80-45-03	Operating Rentals	\$201.50
			Trailhead Park		
		Total 83308			\$201.50
		83309			
			PW Garage 6/13-7/10/21		
			001-076-000-576-80-45-03	Operating Rentals	\$129.50
			PW Garage		
		Total 83309			\$129.50
		84508			
			Edgemont Park 7/11-8/7/21		
			001-076-000-576-80-45-03	Operating Rentals	\$443.00
			Edgemont Park		
		Total 84508			\$443.00
		84509			
			Nelson Nature Park 7/11-8/7/21		
			001-076-000-576-80-45-03	Operating Rentals	\$241.00
			Nelson Nature Park		
		Total 84509			\$241.00
		84510			
			Nelson Farm 7/11-8/7/21		
			001-076-000-576-80-45-03	Operating Rentals	\$111.50
			Nelson Farm		
		Total 84510			\$111.50
		84511			
			Trailhead Park 7/11-8/7/21		
			001-076-000-576-80-45-03	Operating Rentals	\$201.50
			Trailhead Park		
		Total 84511			\$201.50
		84512			
			PW Garage 7/11-8/7/21		
			001-076-000-576-80-45-03	Operating Rentals	\$129.50
			PW Garage		
		Total 84512			\$129.50
	Total 25037				\$2,253.00
Total Drain-Pro					\$2,253.00

Vendor	Number	Reference	Account Number	Description	Amount
East Pierce Fire & Rescue					
	25038			2021 - July - 2nd Council Meeting	
		071221-EPF			
				2nd Qtr 2021 Fire Plan Review Fees	
			650-000-000-589-30-00-06	Fire Plan Review	\$18,860.18
				2nd Qtr 2021 Fire Plan Review Fees	
		Total 071221-EPF			\$18,860.18
	Total 25038				\$18,860.18
Total East Pierce Fire & Rescue					\$18,860.18
Grainger					
		EFT Payment 7/22/2021 2:09:06 PM - 4		2021 - July - 2nd Council Meeting	
		9949825641			
				June Purchases	
			001-076-000-576-80-31-01	Operational Supplies	\$22.94
				Hand Towels	
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$45.90
				Hand Towels	
			410-000-000-531-38-31-01	Operational Supplies	\$45.90
				Hand Towels	
		Total 9949825641			\$114.74
	Total EFT Payment 7/22/2021 2:09:06 PM - 4				\$114.74
Total Grainger					\$114.74
Gray & Osborne, Inc					
	25039			2021 - July - 2nd Council Meeting	
		22-G&O Prj. 19614.00			
				June/July Svcs-General Sewer Plan Update	
			401-000-000-594-35-61-01	Cap Improvements-Sewer Plan Update	\$12,257.00
				Sewer Plan Update	
		Total 22-G&O Prj. 19614.00			\$12,257.00
		31-G&O Prj. 18626.01			
				June/July Svcs-56th Ste E SW Improvements	
			410-000-000-531-38-41-01	Professional Service	\$8,158.52
				56th St E SW Improvements-Constr Mgmt	
		Total 31-G&O Prj. 18626.01			\$8,158.52
		6-G&O Prj. 18626.13			
				June/July Svcs-24th & Meridian Sidewalk Gaps	
			340-000-000-595-69-63-01	Pedestrian & Traffic Safety Improvements	\$6,783.34
				24th & Meridian Sidewalk Gaps	
		Total 6-G&O Prj. 18626.13			\$6,783.34
	Total 25039				\$27,198.86
Total Gray & Osborne, Inc					\$27,198.86

Vendor	Number	Reference	Account Number	Description	Amount
Herrera Environmental Consultants, Inc.	25040			2021 - July - 2nd Council Meeting	
		49104			
			June Svcs-Prj 21-07553-000		
			410-000-000-531-38-41-01	Professional Service	\$5,272.93
				SW Management Action Plan	
		Total 49104			\$5,272.93
	Total 25040				\$5,272.93
Total Herrera Environmental Consultants, Inc.					\$5,272.93
Lakehaven Water & Sewer	25041			2021 - July - 2nd Council Meeting	
		070821-LAK			
			Prj 6320006-Meridian Sewer Ext		
			310-000-000-594-76-41-03	Professional Svs.-Property	\$114.40
				36th & Meridian Park Sewer Extension	
		Total 070821-LAK			\$114.40
	Total 25041				\$114.40
Total Lakehaven Water & Sewer					\$114.40
Madrona Law Group, PLLC	25042			2021 - July - 2nd Council Meeting	
		10853			
			June Services		
			001-019-000-515-41-41-01	Legal Services-External	\$12,699.00
		Total 10853			\$12,699.00
		10854			
			June Services		
			001-019-000-515-41-41-01	Legal Services-External	\$1,272.25
				Lakehaven	
		Total 10854			\$1,272.25
	Total 25042				\$13,971.25
Total Madrona Law Group, PLLC					\$13,971.25
McClatchy Company LLC					
	Direct Pay Payment 7/22/2021 2:07:42 PM - 2			2021 - July - 2nd Council Meeting	
	40533				
			June Services		
			001-019-000-511-30-41-02	Legal Publications	\$807.41
				June Services	
		Total 40533			\$807.41
	Total Direct Pay Payment 7/22/2021 2:07:42 PM - 2				\$807.41
Total McClatchy Company LLC					\$807.41

Vendor	Number	Reference	Account Number	Description	Amount
McKinstry Co, LLC	25043			2021 - July - 2nd Council Meeting	
		10148904			
			July Maintenance		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,318.78
				July Maintenance	
		Total 10148904			\$1,318.78
		10149267			
			Edgewood City Hall Cubicles		
			001-019-000-594-18-63-01	Gen'l Govt-Cap Exp-City Campus Improvements	\$607.20
				Cubicle Wiring	
		Total 10149267			\$607.20
		10149585			
			July Services		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$528.73
				HVAC Maintenance	
		Total 10149585			\$528.73
	Total 25043				\$2,454.71
Total McKinstry Co, LLC					\$2,454.71
Morgan Sound Inc.	25044			2021 - July - 2nd Council Meeting	
		MSI106507			
			PO 2021025		
			001-018-000-594-18-64-05	Cap Exp-Council Chambers Equipment	\$22,326.19
				NewTek Cameras	
		Total MSI106507			\$22,326.19
	Total 25044				\$22,326.19
Total Morgan Sound Inc.					\$22,326.19
Mt. View-Edgewood Water Co.				2021 - July - 2nd Council Meeting	
	EFT Payment 7/22/2021 2:09:06 PM - 5				
	100385-3401 5/11-7/10/21				
		5/11-7/10/21 Svc 10301 36th St E			
		001-018-000-518-30-47-02	Water		\$59.61
				10301 36th St E	
	Total 100385-3401 5/11-7/10/21				\$59.61
	15563-3401 5/11-7/10/21				
		5/11-7/10/21 Svc 1425 110th Ave E			
		001-018-000-518-30-47-02	Water		\$54.06
				1425 110th Ave E	
	Total 15563-3401 5/11-7/10/21				\$54.06
	2746-3401 5/11-7/10/21				
		5/11-7/10/21 Svc 2224 104th Ave E			
		001-018-000-518-30-47-02	Water		\$408.77

Vendor	Number	Reference	Account Number	Description	Amount
				City Hall	
		Total 2746-3401 5/11-7/10/21			\$408.77
		2823-3401 5/11-7/10/21			
			5/11-7/10/21 Svc 10311 22nd Ave E		
			001-018-000-518-30-47-02	Water	\$54.00
				10311 22nd Ave E	
		Total 2823-3401 5/11-7/10/21			\$54.00
		2961-3401 5/11-7/10/21			
			5/11-7/10/21 Svc 1800 Meridian		
			001-018-000-518-30-47-02	Water	\$497.94
				1800 Meridian Ave E	
		Total 2961-3401 5/11-7/10/21			\$497.94
		3796-3401 5/11-7/10/21			
			5/11-7/10/21 Svc 1200 Meridian		
			001-018-000-518-30-47-02	Water	\$360.16
				1200 Meridian Ave E	
		Total 3796-3401 5/11-7/10/21			\$360.16
		Total EFT Payment 7/22/2021 2:09:06 PM - 5			\$1,434.54
Total Mt. View-Edgewood Water Co.					\$1,434.54
National Barricade Co., LLC					
25045				2021 - July - 2nd Council Meeting	
	292085				
		Order No. 151556			
		410-000-000-531-38-31-01		Operational Supplies	\$376.54
				(12) Flexible Guide Posts	
	Total 292085				\$376.54
Total 25045					\$376.54
Total National Barricade Co., LLC					\$376.54
Office Depot					
25046				2021 - July - 2nd Council Meeting	
	180191895001				
		July Purchases			
		001-021-000-521-20-35-02		Office Furniture	\$307.70
				Shelving for PD	
	Total 180191895001				\$307.70
	180199219001				
		July Purchases			
		001-021-000-521-20-31-01		Office & Operational Supplies	\$60.43
				Cork Board for PD	
	Total 180199219001				\$60.43

Vendor	Number	Reference	Account Number	Description	Amount
		180951395001			
			June Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$142.82
				Paper Towels, Paper Clips, Copy Paper, Pens	
		Total 180951395001			\$142.82
	Total 25046				\$510.95
Total Office Depot					\$510.95
Pierce County Budget & Finance PW					
25047			2021 - July - 2nd Council Meeting		
		CI-304466			
			June M&O Services		
			101-000-000-542-38-41-02	Roadway-Road Maint (Intergov contract)	\$2,558.24
			101-000-000-542-70-41-04	Roadside-ROW Veg Maint (Intergov)	\$5,390.94
			410-000-000-531-38-41-06	Storm Drainage-ROW Veg Maint	\$5,608.50
			410-000-000-531-38-41-13	Storm Drainage-Structure Maint	\$17,548.22
		Total CI-304466			\$31,105.90
		CI-304472			
			June Services		
			101-000-000-542-64-41-02	Traffic Control Devices-Traffic Operations (Contract)	\$1,987.14
		Total CI-304472			\$1,987.14
	Total 25047				\$33,093.04
Total Pierce County Budget & Finance PW					\$33,093.04
Pierce County Budget & Finance Sheriff					
25048			2021 - July - 2nd Council Meeting		
		CI-304261			
			July Police Services		
			001-021-000-521-20-41-01	Police Services	\$265,010.83
				July Police Services	
		Total CI-304261			\$265,010.83
	Total 25048				\$265,010.83
Total Pierce County Budget & Finance Sheriff					\$265,010.83
Puget Sound Energy					
	EFT Payment 7/22/2021 2:09:06 PM - 6		2021 - July - 2nd Council Meeting		
		300000011233 June 2021			
			June Statement		
			001-018-000-518-30-47-01	Electricity	\$3,437.71
				June Statement	
		Total 300000011233 June 2021			\$3,437.71
	90717579				
			Acct 400003130269- 20th Street		
			340-000-000-595-63-63-01	Improvements-Street Lighting	\$196.60
				Streetlight Addition- 20th Street	
		Total 90717579			\$196.60

Vendor	Number	Reference	Account Number	Description	Amount
		90718685			
			Acct 400003092493- 110th Ave E		
			340-000-000-595-63-63-01	Improvements-Street Lighting	\$73.78
				Streetlight Addition- 110th Ave E	
		Total 90718685			\$73.78
		Total EFT Payment 7/22/2021 2:09:06 PM - 6			\$3,708.09
Total Puget Sound Energy					\$3,708.09
Raedeke Associates, Inc.					
25049				2021 - July - 2nd Council Meeting	
	59331				
			Prj 2018-097 June Services		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	\$1,126.50
				124-1 Connolly Short Plat Wetland Review	
	Total 59331				\$1,126.50
Total 25049					\$1,126.50
Total Raedeke Associates, Inc.					\$1,126.50
Traffic Safety Supply					
25050				2021 - July - 2nd Council Meeting	
	INV039620				
			PO# 2021020- Solar School Zone Beacons		
			350-000-000-595-10-31-11	Signs	\$77,204.61
				PO# 2021020- Solar School Zone Beacons	
	Total INV039620				\$77,204.61
Total 25050					\$77,204.61
Total Traffic Safety Supply					\$77,204.61
Transpo Group					
	Direct Pay Payment 7/22/2021 2:07:42 PM - 3			2021 - July - 2nd Council Meeting	
	26622				
			Prj 1.18149.00 Chrisella Rd Alternatives Analysis		
			101-000-000-595-10-41-01	Professional Services-Capital Exp	\$743.75
				Chrisella Rd E Alternatives Analysis	
	Total 26622				\$743.75
Total Direct Pay Payment 7/22/2021 2:07:42 PM - 3					\$743.75
Total Transpo Group					\$743.75
US Bank ACH/EFT					
	EFT Payment 7/22/2021 2:15:39 PM - 1			2021 - July - 2nd Council Meeting	
	070721-USBank				
			June Safekeeping Fees		
			001-019-000-514-20-42-05	Bank & Bond Fees	\$26.00
				June Safekeeping Fees	
	Total 070721-USBank				\$26.00

Vendor	Number	Reference	Account Number	Description	Amount
		071521-USBank			
			June Analysis Fees		
			001-019-000-514-20-42-05	Bank & Bond Fees	\$267.29
				June Customer Analysis Fees	
		Total 071521-USBank			\$267.29
		Total EFT Payment 7/22/2021 2:15:39 PM - 1			\$293.29
		Total US Bank ACH/EFT			\$293.29
US Bank Corporate Payment System					
		EFT Payment 7/22/2021 2:09:06 PM - 7			
		062521-USBank		2021 - July - 2nd Council Meeting	
			June Statement		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$73.75
				S.Goff-Buds & Blooms-Sympathy Flowers for Councilmember Creley	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$229.75
				J.Bartelson-Yeti-Tumblers (Edgewood Experience)	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$14.86
				D.Eidinger-Tractor Supply-Hooks for Flag on Barn	
			001-018-000-518-20-31-08	Wellness Supplies	\$75.00
				J.Bartelson-MVCC-(4) Kilometers 4 Kids Entry Fees	
			001-018-000-518-20-31-54	Clothing/Uniforms/PPE	\$17.49
				B.Whitman-Northern Safety-Safety Glasses	
			001-018-000-518-20-31-54	Clothing/Uniforms/PPE	\$95.22
				C.McVay-Fred Meyer-Work Clothes/Uniforms	
			001-018-000-518-30-32-01	Fuel	\$59.00
				D.Eidinger-Costco- Fuel (Veh# 5)	
			001-018-000-518-30-32-01	Fuel	\$51.88
				D.Eidinger-Tahoma Market-Fuel (Veh# 5)	
			001-018-000-518-85-49-03	Computer Subscriptions	\$69.00
				M.Ray-Netflare-Email Health Service	
			001-018-000-518-85-49-03	Computer Subscriptions	\$17.95
				B.Murray-Cloud Cover Music-City Hall Lobby Music Subscription	
			001-018-000-518-85-49-03	Computer Subscriptions	\$67.27
				M.Ray-Amazon Web Services-Cloud Backup	
			001-018-000-518-85-49-04	Subscriptions	\$40.00
				J.S-Herrera-iStock-Monthly Membership	
			001-058-000-558-50-43-01	Training/Travel Costs	\$995.00
				J.Tumelson-Int'l Code Council-Fire Inspector I Training	
			001-058-000-558-50-43-01	Training/Travel Costs	\$200.00
				J.Tumelson-WABO-Annual Business Meeting, Annual Banquet, ACO Program	
				Application Fee	
			001-076-000-576-80-31-01	Operational Supplies	\$20.91
				B.Whitman-Harbor Freight-Misc. PW Supplies	
			001-076-000-576-80-49-01	Memberships	\$23.20
				J.Metizer-DOL-Professional Engineer License Renewal	

Vendor	Number	Reference	Account Number	Description	Amount
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$41.80
				B.Whitman-Harbor Freight-Misc. PW Supplies	
			101-000-000-542-90-49-01	Admin/Overhead-Memberships	\$46.40
				J.Metlzer-DOL-Professional Engineer License Renewal	
			410-000-000-531-38-31-01	Operational Supplies	\$41.80
				B.Whitman-Harbor Freight-Misc. PW Supplies	
			410-000-000-531-38-43-02	Professional Licenses & Certification	\$46.40
				J.Metlzer-DOL-Professional Engineer License Renewal	
			Total 062521-USBank		\$2,226.68
			Total EFT Payment 7/22/2021 2:09:06 PM - 7		\$2,226.68
Total US Bank Corporate Payment System					\$2,226.68
WA Assoc. of Building Officials					
25051				2021 - July - 2nd Council Meeting	
		41437			
			July Purchases		
			001-058-000-558-50-31-01	Office & Operational Supplies	\$195.91
				Building Code Books	
		Total 41437			\$195.91
		41460			
			2021 Fall COAP 101- M.Sullivan		
			001-019-000-514-20-43-01	Travel & Training Costs	\$360.00
				2021 Fall Permit Tech Course- M.Sullivan	
		Total 41460			\$360.00
					\$555.91
Total 25051					\$555.91
Total WA Assoc. of Building Officials					\$555.91
WA State Treasurer					
25052				2021 - July - 2nd Council Meeting	
		071221-WST			
			2nd Qtr 2021 Building Fees		
			650-000-000-589-30-00-04	State Bldg Code Fee	\$387.00
				2nd Qtr 2021 Building Fees	
		Total 071221-WST			\$387.00
					\$387.00
Total 25052					\$387.00
Total WA State Treasurer					\$387.00
Washington Forestry Consultants, Inc.					
25053				2021 - July - 2nd Council Meeting	
		9505			
			Tree Risk Assessment		
			001-076-000-576-80-41-01	Professional Services	\$2,567.45
				Tree Risk Assessment- Parks, City Hall	
			101-000-000-542-90-41-01	Admin/Overhead-Professional Services	\$6,938.73

Vendor	Number	Reference	Account Number	Description	Amount
				Tree Risk Assesment- Right-Of-Ways	
		Total 9505			\$9,506.18
	Total 25053				\$9,506.18
Total Washington Forestry Consultants, Inc.					\$9,506.18
Grand Total		Vendor Count	33		\$1,472,037.87



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-034 – 24th & Meridian Sidewalks – Change Order #6	Agenda Item #: 4.E
	For Agenda of: 7/27/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. Change Order 6	
Approval of Materials: Jeremy Metzler Dave Gray 7/22/2021 Daryl Eidinger 7/22/2021	Expenditure Required: \$837,808.06
	Amount Budgeted: \$817,683.06
	Timeline: 07/27/2021 RCM

Summary Statement:

Construction for this grant-funded sidewalk project is currently underway. Per the contract amendment authorized under Resolution 21-0555, *"If the total Contract Amount proposed under a Change Order exceeds 120% of the Contract Amount..., the Change Order shall be reviewed and approved by the City Council prior to execution."* The attached change order exceeds this amount and is for required additional work performed by the contractor, detailed as follows: Clarify street tree species and tree grate materials, design revisions to curb grades and a stormwater structure, and removal of three existing stormwater structures no longer in use.

Item History:

02/02/2021 SS
 02/09/2021 RCM
 03/16/2021 SS
 03/23/2021 RCM
 06/01/2021 SS
 06/08/2021 RCM
 07/20/2021 SS

Recommended Action:

MOTION to approve **AB21-034** – 24th & Meridian Sidewalks – Change Order #6

Fiscal Note/Consideration:

The original Contract Amount is \$621,356.25. The maximum allowed through Change Orders under Resolution 21-0555 is \$745,627.50, and Council authorized Change Orders 4 and 5 on June 8, 2021 for a total amount of \$817,683.06 (see Amount Budgeted, above). The new total proposed by these Change Orders is \$837,808.06 (see Expenditure Required, above). For reference, the bids received for this project range from the Contract Amount of \$621,356.25 to a high bid of \$953,895.81.

CHANGE ORDER

Project Title 24th and Meridian Sidewalk Gaps Project
Owner City of Edgewood **Contractor Name** Reed Trucking & Excavating, Inc.
Change Order No. 6 **Contractor Address** 2207 Inter Avenue, Suite A
Puyallup, WA 98372
Change Order Date June 13, 2021
G&O No. 18626.13

The following changes are hereby made to the Contract Documents:

SCHEDULE A: MERIDIAN AVENUE EAST AND 24TH STREET EAST SIDEWALKS

ITEM 1: Street Tree Material Revisions

Install 3-inch caliper flowering plum tree and Olympic Foundry 60-inch square (STA tree grate).

The following payment items are revised:

No.	Description	Contract Quantity	Unit Contract Price	New Unit Contract Price	Contract Price Revision
51	Street Trees	3	\$2,000.00	\$3,350.00	\$4,050.00

The Contractor will be paid based on the actual quantities installed.

The estimated cost for this work is: \$4,050.00

Justification: The tree species and type of tree grate material and pattern were not specified in the bid documents. The revised work is at the request of the Contracting Agency.

Working Days: There are no changes to the Substantial and Physical Completion Contract Times.

ITEM 2: Grout Catch Basin Knockout

Repair a catch basin knockout on 24th Street East at approximate Station 50+62, 14' LT that is no longer required due to revisions in the storm sewer system resulting from a utility conflict.

The lump sum cost for this work is: \$445.00

Justification: The revised work is a result of changed site conditions resulting from a utility conflict.

Working Days: There are no changes to the Substantial and Physical Completion Contract Times.

ITEM 3: Revise Curb Grades

Revise curb grades along 24th Street East from approximate Station 50+62, to approximate Station 55+90 to provide a smooth curb profile.

The lump sum cost for this work is:\$630.00

Justification: The revised work is a result of changed site conditions resulting from road settlement along the edge.

Working Days: There are no changes to the Substantial and Physical Completion Contract Times.

ITEM 4: Removal of Storm Drainage Structures

Remove and dispose of three existing storm drainage structures located between approximate Station 102+40, 40' RT to Station 103+00, 40' RT, including approximately 425 linear feet of existing drainage pipes located at approximate Station 51+00, 15' LT to Station 52+00, 12' LT, Station 53+15, 15' LT to Station 54+20, 15' LT, Station 54+90, 15' LT to Station 55+75, 20' LT, Station 100+25, 14' RT to Station 100+45, 20' RT, and Station 102+10, 40' RT to Station 103+00, 40' RT, with sizes varying from 6 to 12 inches.

The following payment item is added to the Contract:

No.	Description	Quantity	Unit Price	Total
65A	Removal of Drainage Structures	1 LS	\$15,000.00	\$15,000.00

The lump sum cost for this work is:\$15,000.00

Justification: Removal of these items was not included in the bid documents. Since this cost was not included in the bids, this work provides added value to the Contracting Agency.

Working Days: There are no changes to the Substantial and Physical Completion Contract Times.

CHANGE TO CONTRACT PRICE

Original Contract Amount (without tax):.....\$621,356.25
Current Contract Amount, as adjusted by previous change orders:\$817,683.06
The Contract Amount due to this Change Order will be increased by:.....\$20,125.00
The new Contract Amount (without tax) due to this Change Order will be:\$837,808.06

CHANGE TO CONTRACT TIME

The Substantial Completion Contract Time will be increased by 0 working days, for a total of 124 working days.

The Physical Completion Contract Time will be increased by 0 working days, for a total of 184 working days.

This document will become a supplement to the Contract and all provisions in the Contract will apply hereto. The Contractor acknowledges and agrees that by executing this change order he foregoes all rights and privileges of acquiring any additional compensation for any known or unknown claims of any type or nature, to include but not be limited to, any additional work, delays, extended office overhead, design omissions, changed site conditions, or any oral directions as of the date of the execution of this change order.

GRAY & OSBORNE, INC.
(RECOMMENDED)



Date 7/13/21

**REED TRUCKING &
EXCAVATING, INC.**
(ACCEPTED)



Date 7-13-2021

CITY OF EDGEWOOD
(ACCEPTED)

Date _____



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-0572 – Resolution 21-0572, authorizing the City to offer the AWC Trust Sponsored Long-term Care Coverage to AWC Trust Insured Employees	Agenda Item #: 4.F
	For Agenda of: 7/27/2021
	Prepared by: Rachel Pitzel, Stephanie Goff
Attachments (list): 1. RESOLUTION NO. 21.0572 2. Trustmark LTCI Implementation Summary	
Approval of Materials: Rachel Pitzel, Stephanie Goff Dave Gray 7/22/2021 Daryl Eidinger 7/22/2021	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 07/20/2021 SS 07/27/2021 RCM

Summary Statement:

From AWC website:

Beginning on January 1, 2022, employers must start collecting premiums for the new WA Cares Fund program. Premiums will be paid entirely by employees through a .58% payroll tax remitted to the Employment Security Department (ESD). ESD is using the Paid Family and Medical Leave Program as a model to establish the program's collection and reporting process.

To become eligible, Washington residents must have worked and contributed to the fund for:

- At least ten years at any point, without a break of five or more years within those ten years, **or**
- Three of the last six years at the time of applying for the benefit, **and**
- At least 500 hours per year during those years.

Benefits will begin for eligible employees on January 1, 2025. To be eligible to receive benefits, an employee must meet the above eligibility requirements, and need assistance with at least three activities of daily living. The maximum lifetime benefit is \$36,500 per person, with future increases tied to the consumer price index.

Employer information – employee exemption

Employees may choose to apply for an exemption, meaning they are opting out of the WA Cares Fund benefit. To apply for an exemption, an employee must be at least 18, and purchase a private long-term care insurance plan **before November 1, 2021**. (Long-term care insurance is defined in [RCW 48.83.020](#).) The ESD is currently developing the process for employees to apply for exemptions. Employees can apply for an exemption between October 1, 2021 and December 31, 2022. If an exemption is granted, the employee is permanently ineligible for the WA Cares Fund benefit. It is the employee's responsibility to apply for an exemption and to notify their employer. An employer can't apply for exemptions on behalf of employees.

Many employers have reached out to the AWC Trust, asking if alternative long-term care coverage is available. Employers have indicated they would like to see a benefit offered that is portable, offers a higher level of long-term care coverage, and where the premium is not based on employee wages.

Based on this interest, the Trust has explored offering coverage that would qualify as opt-out coverage and has identified a plan that can provide a richer plan design with guarantee issue – meaning there is no medical questionnaire for the employee. The benefit

available is a universal life insurance plan, with a long-term care rider. This coverage pays a benefit at time of death, or pays long-term care benefits when the individual has met a 90 day elimination period with an inability to perform two activities of daily living.

Trustmark – Universal life with long-term care rider

Benefits include a death benefit (ranging from \$25,000-\$150,000 with no medical underwriting, and up to \$300,000 with simplified underwriting) as well as a long-term care benefit, equal to a monthly benefit of 4% of the death benefit. The plan is rated for employees ages 18-64 with no medical underwriting, and ages 65-70 with simplified medical underwriting. (Employees 70 or older do not qualify.) If the employee enrolls, the spouse/domestic partner is also eligible for this benefit and can apply with simplified medical underwriting.

Premiums are based on the individual's age at time of enrollment and level of benefits selected. Rates do not change as the employee ages.

Item History:

Recommended Action:

MOTION to adopt **AB21-0572** – Resolution 21-0572, authorizing the City to offer the AWC Trust Sponsored Long-term Care Coverage to AWC Trust Insured Employees

Fiscal Note/Consideration:

RESOLUTION NO. 21-0572

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE CITY TO OFFER THE AWC TRUST SPONSORED LONG-TERM CARE COVERAGE TO AWC TRUST INSURED EMPLOYEES

WHEREAS, in 2019, the Washington State Legislature passed HB 1087, establishing the WA Cares Fund to provide long-term care benefits to Washington workers that otherwise would not have coverage; and

WHEREAS, participation in the program is required for all employees in Washington State, except employees with private long term care insurance in place before November 1, 2021 can opt-out of the state tax and benefit; and

WHEREAS, in response to employers looking to provide an alternative long-term care coverage option for their employees, the AWC Trust has secured access to group coverage through Trustmark; and

WHEREAS, the AWC Trust sponsored coverage under Trustmark provides more favorable coverage and terms than the WA Cares Fund program; and

WHEREAS, the City Council has determined that offering the City's employees long-term care coverage through the AWC Trust and Trustmark is in the best interests of the City and its employees; and

WHEREAS, on July 6, 2021, the Edgewood City Council considered this matter in a study session; and

WHEREAS, on July 27, 2021, the Edgewood City Council took final action on this Resolution during its regular meeting; and

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

Section 1. Long-Term Care Coverage Authorized. The City Council authorizes the Mayor to take the actions necessary to offer long-term care coverage to City employees through the AWC Trust sponsored group plan through Trustmark.

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

ADOPTED THIS 27TH DAY OF JULY, 2021

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Trustmark LTCI Implementation Summary

Association of Washington Cities Employee Benefit Trust



**J.MANNING
& ASSOCIATES**



PRESENTED BY

Ruth Larkin - J. Manning & Associates
Beverly Lakey - AWC Employee Benefit Trust

About Us : What Sets Us Apart

Our industry-leading customized solutions are matched only by our personal commitment to each client.

- Singular focus on LTC insurance planning solutions
- National roster of strategic partners from the Top 25 Employee Benefits firms in the marketplace
- Turnkey sales, education, and enrollment solutions
- State-of-the-art technology in email communications platform and online enrollment engine
- Leadership background from national brokerage firms and insurance companies
- J. Manning & Associates & LTCI Partners have a long-term joint venture agreement

350+

**EMPLOYER-SPONSORED
LTC PROGRAMS IMPLEMENTED**

\$135M

**IN-FORCE PREMIUM WITH
MULTIPLE INSURANCE CARRIERS**

**J.MANNING
& ASSOCIATES**

POWERED BY  **LTCI**
PARTNERS, LLC

25 YEARS

**EXPERIENCE IN THE LTC
INSURANCE MARKETPLACE**



Agenda

1. WA Cares Fund Overview
2. AWC Trust Program Overview - Trustmark LTC+Life Plan
3. Plan Comparison & Sample Rates
4. Enrollment Communication Overview
5. Enrollment Timeline
6. Employer Next Steps
7. Questions

WA Trust Act Overview

LTSS Trust Act / WA Cares Fund Timeline

2019

The state enacted a long-term care (LTC) insurance benefit for all eligible Washingtonians, funded by worker contributions into a Trust Fund, now known as the WA Cares Fund. Under this law, individuals will have access to \$100/day for up to 365 days or a maximum of \$36,500 that will be adjusted annually for inflation.

2021 - 2022

Non-exempted workers will pay .58% of wages earned as a mandatory contribution to the Fund starting 1/1/22. However, owners of private long-term care insurance may opt-out of the Trust Act permanently by applying for an exemption. On 4/21/21, Governor Inslee signed into law SHB 1323, formalizing the “purchase before” deadline of **11/1/21** for Long-Term Care Insurance intended to qualify for exemption from the WA Cares Fund.

2025

Workers who have vested in the Fund and need long-term care will be able to access their earned LTSS benefits.

To be vested, Employees must pay into the state plan for a minimum of 3 years, and 3 of the past 6 years to be eligible for benefit.

To be fully vested in the state plan, participants must pay into the plan for 10 years (without a break of 5 consecutive years).

To opt out of the WA Cares Fund, you must:

- **Own a long-term care insurance plan or long-term care benefit rider before 11/1/21. (RCW) 48.83.020.**
- Apply and be approved for an exemption. The Employment Security Department (ESD) is developing the process to apply for exemptions. Workers can apply between 10/1/21 and 12/31/22. Refer to <http://www.wacaresfund.wa.gov> for updates
- And be at least 18 years of age.

The decision to own long-term care coverage and opt-out from the WA Cares Fund is an individual and personal decision. You also have the choice to participate in the Fund and own private LTC coverage. Once an employee is approved for exemption, they are permanently ineligible for benefits from the WA Cares Fund.

*Currently non-WA residents who work in WA are subject to the WA Cares Fund payroll contribution even though they are not currently defined as eligible for any benefits under the plan.

Program Overview

AWC Trust LTCI benefit offering through



- **Plan Advantages**

- **Guarantee issue (no health questions)** for employees (ages 18-64) up to \$150,000 of life insurance (\$6,000/month and \$150,000 total for LTC). Employee must be actively at work for at least an average of 20 hrs/week (FT). Spouses can apply with Simplified Underwriting up to \$300,000 of life insurance. Employee's age 65-70 may enroll under the Traditional UL plan with Simplified Underwriting. Employer policy also includes Restoration of Benefits – which restores the death benefit in effect if the LTC need depletes it.

- **Situs State:** WA

- **Dual Enrollment – Guarantee issue coverage**

- Off-Cycle Enrollment – August 2021 (10/1 effective date)
- “Second Chance” On-Cycle Enrollment - Fall 2021 (1/1/22 effective date)

- **Program Minimum**

- Trustmark requires 5,000+ eligible employees are offered coverage and 10 employee applications needed to issue the master policy

- **New Hire Eligibility**

- New Hires will have an annual opportunity to enroll with guaranteed acceptance

Ways to Use Your Policy



Scenario 1: You don't use your LTC benefits

Your full death benefit would be paid to a beneficiary.

Total death
benefit



\$100,000



\$0

LTC benefits
used

Scenario 2: Access both benefits

You can access 4% of your death benefit per month to help pay for LTC services. The policy will pay up to 1x the death benefit for LTC and will still pay the full death benefit regardless of how much LTC benefits you use.

Total death
benefit



\$100,000

+



\$100,000

LTC benefits
used

Group Life w/ LTC Plan vs. WA State LTC Plan

	Trustmark Life w/ LTC Plan	WA State LTC Plan
LTC Benefit	4% of death benefit per month: \$1K, \$2K, \$3K, \$4K, \$5K, \$6K	\$100/day
Lifetime LTC Max	1X death benefit: \$25K, \$50K, \$75K, \$100K, \$125K, \$150K	\$36.5K
Death Benefit	Enrollment Options: \$25K, \$50K, \$75K, \$100K, \$125K, \$150K	None
Cost Stability	Stable rate, locked in at initial enrollment age	Tax rate and employee income likely to increase over time
Portability	EE can move to any state in US and keep/use plan	Can only be used in WA. If EE moves out of WA for 5+ years participant forfeits benefit.
Qualifying	Eligible immediately (90 day elimination period applies)	Employees must pay into the state plan for a minimum of 3 years, and 3 of the past 6 years to be eligible for benefit. To be fully vested in the state plan, participants must pay into the plan for 10 years (without a break of 5 consecutive years). Therefore, those retiring in less than 10 years from 1/1/22 will have limited or no access to this benefit in retirement.
	Loss of 2 of 6 activities of daily living or Cognitive Impairment to qualify	Loss of 3 of 10 activities of daily living

Group Life w/ LTC Plan Rates vs. WA State LTC Tax

AWC Avg. Age: 46

	W2 Income	WA LTC Monthly Tax	Trustmark \$25K Death Benefit and \$1K/month LTC benefit				
			Age 20	Age 30	Age 40	Age 50	Age 60
AWC Avg. Income: \$50K	\$30,000	\$15	\$13.88	\$17.22	\$25.40	\$40.53	\$72.10
	\$40,000	\$19	\$13.88	\$17.22	\$25.40	\$40.53	\$72.10
	\$50,000	\$24	\$13.88	\$17.22	\$25.40	\$40.53	\$72.10
	\$60,000	\$29	\$13.88	\$17.22	\$25.40	\$40.53	\$72.10
	\$70,000	\$34	\$13.88	\$17.22	\$25.40	\$40.53	\$72.10
	\$80,000	\$39	\$13.88	\$17.22	\$25.40	\$40.53	\$72.10
	\$120,000	\$58	\$13.88	\$17.22	\$25.40	\$40.53	\$72.10
	\$140,000	\$68	\$13.88	\$17.22	\$25.40	\$40.53	\$72.10
	\$175,000	\$85	\$13.88	\$17.22	\$25.40	\$40.53	\$72.10
	\$200,000	\$97	\$13.88	\$17.22	\$25.40	\$40.53	\$72.10
	\$250,000	\$121	\$13.88	\$17.22	\$25.40	\$40.53	\$72.10

- Trustmark rates are for \$25K death benefit (reduces to \$8.333K at age 70), \$1K/month LTC benefit to \$25K lifetime max



Communication Strategy : How We “Nudge”

How to communicate **infrequent and complex** financial decisions to employees.

- **Make it simple:** Showcase limited plan choices, limit “text heavy” content. Boil it down to what your employees need to know.
- **Frequency:** Your employees are very busy, so frequency of touchpoints matters more than the content. Bite-sized, easily understandable content is key.
- **Mandated choice:** It’s human nature to simply “do nothing,” but we all agree that this coverage is important. Mandated choice is the next-best thing to an opt-out only approach.
- **Decision support:** When financial decisions are infrequent and difficult, individuals need help from an expert—us.

Employees are most likely to need ‘nudges’ for these decisions.

Source: Cass R. Sunstein, Nudging: A Very Short Guide, 37 J. Consumer Pol’y 583 (2014), 1 Davis, supra note 6, at 1382.

Enrollment Communication Touchpoints



Online Enrollment : Learning Center

MORE INFORMATION HOW TO BUILD A POLICY WEBINAR REGISTRATION PHONE: (866) 909-8086

→

Step #1: Watch Video (43 Seconds)



Step #2: Login

Click "Get Started" to run a no-obligation quote.

Guaranteed acceptance available until **4/24/2020**.

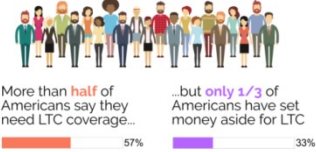
[Register for a live webinar session.](#)

Get Started

EDUCATIONAL WEBSITE LOGIN & LANDING PAGE

Americans realize the importance of LTC coverage

More than half of Americans say they need long-term care coverage yet only around 1/3 have coverage. As we age the likelihood of need long-term care services increase. The most recent US Department of Health & Human Services data says around 70% of us will need care at some point. That's a big number! The good news is the Trustmark program offers you both life insurance, to protect your family now, and long-term care coverage if you happen to need those services later on.



Source:
LHMA and Life Happens, 2017 Insurance Barometer Study, Westport, CT
Associated Press, NORC Center for Public Affairs Research, Long-Term Care in America: Expectations and Preferences for Care and Coping, Chicago, IL, 2016

Life Insurance

Life insurance protects your family with money that can be used any way they choose. It is most often used to pay for mortgage or rent, education for children and grandchildren, retirement, family debt, and final expenses. You can select up to \$150,000 with **GUARANTEED** acceptance into the program.



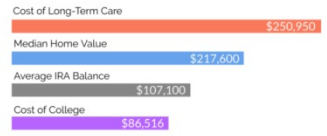
Long-Term Care (LTC)

If you become chronically ill, your policy will pay you **4% of your selected life insurance** amount each month you receive Long Term Care. You will have access to 2x your life insurance amount to help pay for LTC services.

Example: \$100,000 of life insurance would pay \$4,000 per month in LTC benefits with a total LTC benefit of \$200,000.

The cost of Long-Term Care compared to your Assets & Expenses

Long-term care services can be expensive. According to the US Department of Health and Human Services, the average cost of care can range from \$48,048 - \$100,380 depending on the type of care you are receiving and where you are receiving that care. Long-term care planning should be included in any responsible personal financial plan.



Metric	Value
Cost of Long-Term Care	\$250,950
Median Home Value	\$217,600
Average IRA Balance	\$107,100
Cost of College	\$86,516

Source:
Cost of Care: Genworth 2018 cost of care survey, assumes average private nursing home care cost (\$8,365 per month) for average couple at 25 years
Median Home Value: U.S. Census Bureau, 2013-2017 American Community Survey
Average IRA Balance: Fidelity, Q1 2019 Retirement Trends
Cost of College: USA News 2019-2020, average tuition & fees. Assumes cost of state public college.

ADDITIONAL SITE CONTENT

Online Enrollment : Login

LONG-TERM CARE + LIFE INSURANCE

- The online enrollment portal uses EEID to login.
- Contains benefit rates and online enrollment form.
- Application can take less than 5 min.
- Employees have access to call center support.

Employee ID

PIN

[Forgot PIN?](#)

[Log in](#)

By entering your user ID and Personal Identification Number, you are agreeing to the terms of the [Consent to Enroll Electronically](#).

Welcome!

To use this website, you must have your Workday ID and your confidential Personal Identification Number (PIN). If you have problems logging in, click the "Forgot PIN?" link at the left.

Enrollers, use the [admin site](#) instead.

[Security Info](#) | [Privacy Policy](#)

Online Enrollment : Sample Benefits/Rates

- Answer “Are you actively at work?”
- Answer tobacco use question
- Pre-determined benefit amounts
- “Sample” Costs shown are per month

UBI Self-Service Demo | John A. Smith (0) | Self-Enroll
(You Complete)

Home You & Your Family My Benefits Sign & Submit Logout

Trustmark
benefits beyond benefits

Universal Life Events

Insurance for John A. Smith

Has the Proposed Insured used tobacco or Nicotine Products in Last 12 Months?

☐ Yes
☒ No

Is the employee actively at work performing the regular duties of the job in the usual manner and at the usual place of employment?

☐ Yes
☐ No

Cost per Pay Period	Benefit Amount
☐ \$13.00	28,942.49
☐ \$22.46	50,000
☐ \$33.69	75,000
☐ \$44.92	100,000
☐ \$56.15	125,000
☐ \$67.37	150,000
☐ \$78.60	175,000
☐ \$89.83	200,000
☐ \$101.06	225,000
☐ \$112.29	250,000

My Benefits

Chubb Lifetime Benefit Term \$0.00 (Demo)

Total Cost \$0.00
Per Pay Period

Enrollment Timeline : Sample Calendar

August 2021 (Off-Cycle)

■ Live Webinars
■ Week of 8/16

■ Email

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4

ENROLLMENT EXTENSION

- Internal HR “Coming Soon” – 8/5
- Main Announcement – 8/9
- How it Works/Webinar Schedule – 8/12
- Webinar Reminder – 8/17
- Personal Rate Quote – 8/19
- Time is Running Out – 8/23
- Last Chance (Soft Close) – 8/27
- Enrollment Extension – Week of 8/30

Other internal communications: benefits guide, benefit website, emails, etc.



Next Steps:

1. AWC Trust employers respond to survey indicating participation by June 22
2. AWC Trust employers provide census data to Trust staff by June 25 (or update SIMON by July 2)
3. AWC Trust files are complete and ready for Trustmark by July 6th
4. AWC Trust will provide all participating employers with Trustmark approved communication materials by July 16th
5. Program launches on 8/9, website and call center opens
6. Enrollment ends on 8/27



Questions/Contact:

1. Questions, Feedback, Discussion
2. AWC Trust Follow-Up Contact:
 1. Telephone: 1-800-562-8981
 2. Email: benefitinfo@awcnet.org



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-0573 – Resolution 21-0573, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with AEGIS Engineering	Agenda Item #: 4.G
	For Agenda of: 7/27/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. RESOLUTION NO. 21.0573 2. AEGIS Contract (Signed)	
Approval of Materials: Jeremy Metzler Dave Gray 7/22/2021 Daryl Eidinger 7/22/2021	Expenditure Required: TBD
	Amount Budgeted: TBD
	Timeline: 07/27/2021 RCM

Summary Statement:

The City recently advertised a Request for Qualifications (RFQ) to professional consulting firms licensed under the laws of the State of Washington capable of performing a variety of on-call, as-needed consulting services. The City last executed on-call contracts in these disciplines in July 2018, and said contracts all expired on July 1, 2021. New contracts must be executed as soon as practicable in order to continue receiving said valuable on-call services.

Staff recommends executing a contract with AEGIS Engineering for Fire Protection Engineering. Attached is the proposed resolution authorizing execution of the attached contract. Please note the City's internal administrative & accounting control manual language identifies how on-call contracts are utilized in the City, and the contract language included herein makes clear there is no expectation on the part of the City or the Consultant as to any actual dollars being spent (i.e., no obligation to spend funds).

Item History:

07/20/2021 SS

Recommended Action:

MOTION to adopt **AB21-0573** – Resolution 21-0573, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with AEGIS Engineering

Fiscal Note/Consideration:

This contract has a not to exceed amount of \$150,000.00 over the course of the next three (3) years. The actual expenditures must be appropriated annually by Council, and staff expects actual expenditures to be lower. This amount is due to executing contracts with multiple on-call vendors in each discipline, allowing the

City rapid access to specialty consulting if and when a particular firm may not be available, as the City needs this work done in a timely fashion. 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.

RESOLUTION NO. 21-0573

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR FIRE PROTECTION ENGINEERING ON-CALL SERVICES WITH AEGIS ENGINEERING IN THE AMOUNT OF \$150,000.00 OVER A THREE-YEAR PERIOD.

WHEREAS, the City does not have the necessary staff to perform fire protection engineering services required by the private development and capital project workload; and

WHEREAS, Chapter 39.80 RCW establishes the procedures for procurement of engineering services by the City; and

WHEREAS, the City advertised a Request for Qualifications (RFQ) in the Tacoma News Tribune, the City's official newspaper; and

WHEREAS, upon receipt of submittals from multiple qualified consultants, the City scored the submittals and made selections according to RCW 39.80.050; and

WHEREAS, AEGIS Engineering was selected as one of the qualified consultants to provide fire protection engineering services as the need arises for the City of Edgewood;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement for fire protection engineering on-call services with AEGIS Engineering, attached hereto as Exhibit A and incorporated herein by this reference, in an amount not to exceed \$150,000.00 over a three year period.

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

ADOPTED THIS 27TH DAY OF JULY, 2021

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A
On-Call Consultant Services Contract

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

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and AEGIS Engineering, LLC (hereinafter the "Consultant"), a Washington Limited Liability Company organized under the laws of the State of Washington located and doing business at 13024 Beverly Park Road, Unit 202, Mukilteo, WA 98275.

RECITALS

WHEREAS, the City requires the provision of fire protection engineering on-call services; and

WHEREAS, the Consultant has agreed to provide fire protection engineering on-call services;

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. 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 Consultant will perform its services using the degree of care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same field at the same time in the same or similar locality (hereinafter the "Standard of Care"). Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

The City does not permit subconsultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with subconsultants 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 - Hundred Fifty Thousand Dollars (\$150,000.00) 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 as outlined in Section II(D) below.

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 31, 2024, 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 at any time prior to completion of the work described herein. 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. 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, creed, religion, color, sex, sexual orientation, citizenship or immigration status, military or veteran status, national origin, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

Consultant shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from claims, injuries, damages, losses or suits including attorney fees, to the extent caused by the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the Public Entity.

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

and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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 (if any), non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

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.

- C. Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contributed with it.
- 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.
- F. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- G. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within five business days of their receipt of such notice.
- H. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- I. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

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 (collectively, "Project Works") developed under this Agreement shall, upon full payment of Consultant's fees, belong to and become the property of the City. Any reuse of Project Works by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City. The City agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse, revision or distribution of such Project Works without the written authorization of the Consultant. Consultant may keep one copy for its records.

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

For a period of twelve (12) months after services are complete, or the date of expiration or termination of this Agreement, whichever occurs first, the Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement. In addition, all work of Consultant 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, regardless of independent contractor status.

XII. Compliance with Federal, State, and Local Laws

The Consultant shall 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.

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 Mayor of the City of Edgewood to 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.

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: Brian Thompson, P.E.
AEGIS Engineering
13024 Beverly Park Rd Unit 202
Mukilteo, WA 98275

Phone: 425-745-4700

CITY:

Attn: James Tumelson
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

Phone: 253-831-4253
With a copy to the "City Clerk" at the same address.

XVII. Assignment

Consultant shall not assign this Agreement or subcontract or assign any of the work provided for herein without the prior written consent of the City.

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

This Agreement contains the entire agreement between the parties and the written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal or written agreements of the parties. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 27th day of July, 2021.

CONSULTANT
AEGIS Engineering, LLC

By: 
Brian Thompson, P.E.
Principal, Co-Owner

CITY OF EDGEWOOD

By: _____
Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to be "H. J. [unclear]", written over a horizontal line.

City Attorney

Exhibit A

Scope of Work

Fire Protection Engineering services are intended to support the City's existing Building Department plan review and building inspection staff with on-call services specific to this discipline, with a focus on multi-story buildings and smoke control. The plan review and inspection support work may include, but is not limited to the following:

In accordance with the currently adopted City of Edgewood codes, the consultant will be expected to perform building plan reviews for a full range of residential and non-residential building types that may include, but are not limited to fire protection, suppression, and smoke control plans submitted with building applications to the City of Edgewood. Should corrections be required, the consultant will provide the City with specific details regarding incomplete or incorrect items on the plans and a description of what corrections or additions are required as well as references to the specific, applicable code sections relating to the deficiencies. Attendance at preliminary review or other meetings may be required, and the City may request that inspection services be provided specific to this discipline.

**Exhibit B
Rate Schedule**

The following rates apply to AEGIS Engineering services to City of Edgewood as of July 27, 2021:

BILLING RATES

POSITION	STANDARD
FIRE PROTECTION ENGINEER	\$275 per hour
FIRE PROTECTION ASSOCIATE II	\$215 per hour
FIRE PROTECTION ASSOCIATE I	\$175 per hour
FIRE PROTECTION TECHNICIAN	\$115 per hour
ADMINISTRATIVE	\$ 90 per hour

Services, including travel time to/from Edgewood, performed between 8AM and 6PM during regular City of Edgewood workdays will be billed at standard rates. Services performed outside of these hours may be provided upon request, charged at 1.5 times standard rates and subject to availability.

Note: All rates subject to review and adjustment for services provided after July 31, 2024.

EXPENSES

The City of Edgewood agrees to pay, in addition to our professional fees, all reasonable expenses incurred by AEGIS Engineering directly in support or for the benefit of the Project. When charged, expenses are billed at cost plus 5 percent. Expenses may include, but are not limited to, transportation costs, tolls or fares, parking, meals, reprographics, shipping or express delivery fees. Vehicle mileage cost is based on the prevailing rate published by the US Internal Revenue Service (IRS).



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-0574 – Resolution 21-0574, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with AESI	Agenda Item #:
	For Agenda of: 7/27/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. RESOLUTION NO. 21.0574 2. AESI Contract (Signed)	
Approval of Materials: Jeremy Metzler Dave Gray 7/22/2021 Daryl Eidinger 7/22/2021	Expenditure Required: TBD
	Amount Budgeted: TBD
	Timeline: 07/27/2021 RCM

Summary Statement:

The City recently advertised a Request for Qualifications (RFQ) to professional consulting firms licensed under the laws of the State of Washington capable of performing a variety of on-call, as-needed consulting services. The City last executed on-call contracts in these disciplines in July 2018, and said contracts all expired on July 1, 2021. New contracts must be executed as soon as practicable in order to continue receiving said valuable on-call services.

Staff recommends executing a contract with AESI for Geotechnical Engineering. Attached is the proposed resolution authorizing execution of the attached contract. Please note the City's internal administrative & accounting control manual language identifies how on-call contracts are utilized in the City, and the contract language included herein makes clear there is no expectation on the part of the City or the Consultant as to any actual dollars being spent (i.e., no obligation to spend funds).

Item History:

07/20/2021 SS

Recommended Action:

MOTION to adopt **AB21-0574** – Resolution 21-0574, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with AESI

Fiscal Note/Consideration:

This contract has a not to exceed amount of \$75,000.00 over the course of the next three (3) years. The actual expenditures must be appropriated annually by Council, and staff expects actual expenditures to be lower. This amount is due to executing contracts with multiple on-call vendors in each discipline, allowing the City

rapid access to specialty consulting if and when a particular firm may not be available, as the City needs this work done in a timely fashion. 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.

RESOLUTION NO. 21-0574

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR GEO-TECHNICAL ENGINEERING ON-CALL SERVICES WITH ASSOCIATED EARTH SCIENCES, INC. (AESI) IN THE AMOUNT OF \$75,000.00 OVER A THREE-YEAR PERIOD.

WHEREAS, the City does not have the necessary staff to perform geo-technical engineering services required by the private development and capital project workload; and

WHEREAS, Chapter 39.80 RCW establishes the procedures for procurement of engineering services by the City; and

WHEREAS, the City advertised a Request for Qualifications (RFQ) in the Tacoma News Tribune, the City's official newspaper; and

WHEREAS, upon receipt of submittals from multiple qualified consultants, the City scored the submittals and made selections according to RCW 39.80.050; and

WHEREAS, Associated Earth Sciences, Inc. (AESI) was selected as one of the qualified consultants to provide geo-technical engineering services as the need arises for the City of Edgewood;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement for geo-technical engineering on-call services with Associated Earth Sciences, Inc. (AESI), attached hereto as Exhibit A and incorporated herein by this reference, in an amount not to exceed \$75,000.00 over a three year period.

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

ADOPTED THIS 27TH DAY OF JULY, 2021

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC,
City Clerk

Exhibit A
On-Call Consultant Services Contract

**ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
ASSOCIATED EARTH SCIENCES, INC. (AESI)**

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and Associated Earth Sciences, Inc. (AESI), (hereinafter the "Consultant"), a Washington Corporation organized under the laws of the State of Washington located and doing business at 1552 Commerce Street, Suite 102, Tacoma, WA 98402.

RECITALS

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

WHEREAS, the Consultant has agreed to provide geotechnical engineering on-call services;

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. 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 subconsultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with subconsultants 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 Seventy-Five Thousand Dollars (\$75,000.00) for the services described in Section I herein. This is the maxi-um

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 as outlined in Section II(D) below.

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

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A. Termination of Agreement. The City may terminate this Agreement at any time prior to completion of the work described herein. 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, creed, religion, color, sex, sexual orientation, citizenship or immigration status, military or veteran status, national origin, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

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

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability,

including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
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- 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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XI. City's Right of Inspection

The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement. In addition, all work of Consultant 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, regardless of independent contractor status.

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The Consultant shall 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.

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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.

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 Mayor of the City of Edgewood to 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: Stephen A. Siebert, P.E.
Associated Earth Sciences, Inc. (AESI)
1552 Commerce Street, Suite 102
Tacoma, WA 98402

Phone: 253-722-2992

CITY:

Attn: Chuck Hendricksen
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

Phone: 253-392-2560

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

XVII. Assignment

Consultant shall not assign this Agreement or subcontract or assign any of the work provided for herein without the prior written consent of the City.

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.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 27th day of July, 2021.

CONSULTANT

By: Bruce Blyton
Bruce Blyton P.E.
President

CITY OF EDGEWOOD

By: _____
Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:



City Attorney

Exhibit A

Scope of Work

The general municipal engineering support work for geotechnical services may include, but is not limited to the following:

- The consultant will review geotechnical reports from project applicants and other engineers / geologists and provide evaluation of the information provided, the analysis methodology used and conclusions / recommendations made as well as conformance with Title 14 EMC – Critical Areas (with an emphasis on EMC 14.80 - Landslide Hazard Areas, review procedures and EMC 14.90 - Seismic Hazard Area standards).
- Project level inspection services as assigned.
- Provide project level on-call services for City-initiated capital projects (review plans and specifications) and technical response to emerging geotechnical issues that pose a threat to the City's infrastructure or systems as a supplement to the City's existing staffing.
- Support staff in preparing critical area and development code updates and policy related support related to geotechnical review.
- Occasionally provide technical support to the City Council and reports or testimony at City's Hearing Examiner matters as required to support policy and project level reviews.

The consultant may perform on-site soils / materials sampling and testing to confirm adherence to construction standards or specifications and perform on-site and office work to provide guidance on issues relative to slope stability, infiltration suitability and sub-surface groundwater flows.

Exhibit B
Rate Schedule

ASSOCIATED EARTH SCIENCES, INC.
SCHEDULE OF CHARGES

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are as follows:

Personnel Charges - Engineers, Hydrogeologists, Geologists, Scientists, and Technicians

Sr. Principal.....	\$235.00/hour
Principal.....	\$205.00/hour
Sr. Associate	\$180.00/hour
Associate	\$170.00/hour
Senior	\$160.00/hour
Sr. Project	\$150.00/hour
Project	\$135.00/hour
Sr. Staff	\$115.00/hour
Staff	\$95.00/hour
Legal Testimony (4 hour minimum)	\$400.00/hour

Other Personnel and Disbursement Charges

CAD Operator and Workstation	\$105.00/hour
Geographic Information Services (GIS)	\$105.00/hour
Prints – Sizes A and B.....	\$3.00/each
Prints – Sizes C, D, E, and F.....	\$6.00/each
Project Assistant.....	\$80.00/hour
Laboratory Technician	\$95.00/hour
Clerical, Word Processing, etc	\$65.00/hour
Mileage.....	Federal Reimbursable Rate + 15%
Per Diem	To be established on a project basis
Subcontractors and Miscellaneous Expenses.....	cost plus 15%
Water Level Data Logger	\$60.00/month
Barometer Data Logger	\$40.00/month
Aerial Drone Equipment (certified drone operator charged separately).....	\$200/day

Laboratory Charges

Atterberg Limit	\$140.00/test
Consolidation.....	\$600.00/test
Constant Head Permeability (ASTM:D2434-68)	\$400.00/test
Direct Shear	\$400.00/3 point test
Ethylene Glycol Test (3 rock minimum).....	\$120.00
Fractured Face Count (AASHTO T-335)	\$100.00/test
Hydrometer	\$210.00/test
Moisture Content	\$25.00/test
Organic Content	\$75.00/test
Percent Passing #200	\$105.00/test
Permeability (Falling Head)	\$250.00/test
Proctor ASTM:D-1557 and ASTM:D-698	\$255.00/test
Sand Equivalent.....	\$115.00/test
Sieve with Wash #200	\$200.00/test
Specific Gravity + #4	\$125.00/test
Specific Gravity - #4	\$150.00/test
Unit Weight	\$80.00/test
Void Ratio	\$125.00/test

Other laboratory tests and equipment rental will be provided on a per job basis.



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-0575 – Resolution 21-0575, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with AHBL, Inc	Agenda Item #:
	For Agenda of: 7/27/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. RESOLUTION NO. 21.0575 2. AHBL Contract (Signed)	
Approval of Materials: Jeremy Metzler Dave Gray 7/22/2021 Daryl Eidinger 7/22/2021	Expenditure Required: TBD
	Amount Budgeted: TBD
	Timeline: 07/27/2021 RCM

Summary Statement:

The City recently advertised a Request for Qualifications (RFQ) to professional consulting firms licensed under the laws of the State of Washington capable of performing a variety of on-call, as-needed consulting services. The City last executed on-call contracts in these disciplines in July 2018, and said contracts all expired on July 1, 2021. New contracts must be executed as soon as practicable in order to continue receiving said valuable on-call services.

Staff recommends executing a contract with AHBL, Inc. for Planning services. Attached is the proposed resolution authorizing execution of the attached contract. Please note the City's internal administrative & accounting control manual language identifies how on-call contracts are utilized in the City, and the contract language included herein makes clear there is no expectation on the part of the City or the Consultant as to any actual dollars being spent (i.e., no obligation to spend funds).

Item History:

07/20/2021 SS

Recommended Action:

MOTION to adopt **AB21-0575** – Resolution 21-0575, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with AHBL, Inc

Fiscal Note/Consideration:

This contract has a not to exceed amount of \$200,000.00 over the course of the next three (3) years. The actual expenditures must be appropriated annually by Council, and staff expects actual expenditures to be lower. This amount is due to executing contracts with multiple on-call vendors in each discipline, allowing the

City rapid access to specialty consulting if and when a particular firm may not be available, as the City needs this work done in a timely fashion. 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.

RESOLUTION NO. 21-0575

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR PLANNING ON-CALL SERVICES WITH AHBL IN THE AMOUNT OF \$200,000.00 OVER A THREE-YEAR PERIOD.

WHEREAS, the City does not have the necessary staff to perform planning services required by the private development and capital project workload; and

WHEREAS, the City advertised a Request for Qualifications (RFQ) in the Tacoma News Tribune, the City's official newspaper; and

WHEREAS, upon receipt of submittals from multiple qualified consultants, the City scored the submittals and made selections; and

WHEREAS, AHBL was selected as one of the qualified consultants to provide planning services as the need arises for the City of Edgewood;

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

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

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

ADOPTED THIS 27TH DAY OF JULY, 2021

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A
On-Call Consultant Services Contract

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

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

RECITALS

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

WHEREAS, the Consultant has agreed to provide planning on-call services;

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. 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 subconsultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with subconsultants 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 Thousand Dollars (\$200,000.00) 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 as outlined in Section II(D) below.

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 31, 2024, 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 at any time prior to completion of the work described herein. 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, creed, religion, color, sex, sexual orientation, citizenship or immigration status, military or veteran status, national origin, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

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

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability,

including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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 at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

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.

- C. Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contributed with it.
- 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.
- F. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- G. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- H. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- I. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

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

The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement. In addition, all work of Consultant 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, regardless of independent contractor status.

XII. Compliance with Federal, State, and Local Laws

The Consultant shall 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.

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 Mayor of the City of Edgewood to 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, Inc.
2215 North 30th Street, Suite 300
Tacoma, WA 98403-3350

Phone: 253-722-2992

CITY:

Attn: Darren Groth
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

Phone: 253-831-4249

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

XVII. Assignment

Consultant shall not assign this Agreement or subcontract or assign any of the work provided for herein without the prior written consent of the City.

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

This Agreement contains the entire agreement between the parties and the written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal or written agreements of the parties. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 27th day of July, 2021.

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:



City Attorney

Exhibit A

Scope of Work

Provide support to City staff as needed to complete a variety of general municipal planning, and development project review support work that may include, but is not limited to, the following:

- Review of project permit applications for code compliance in a timely manner, keeping in mind the deadlines for the City to issue a final decision by law.
- Communicate and coordinate with applicants, their consultants, and other City department staff.
- Prepare staff reports and recommendations in a timely manner.
- Present reports to and/or testify before the City's Hearing Examiner, Planning Commission, and City Council (as needed).
- Keep track of project permit applications in the review process, to ensure that a final decision issues in a timely manner.
- Provide additional planning services as requested.

Exhibit B
Rate Schedule

SCHEDULE OF CHARGES & COMPENSATION



Principal	225.00/Hour	Planner 2.....	100.00/Hour
Associate Principal.....	200.00/Hour	Planner 1.....	75.00/Hour
Senior Project Manager	180.00/Hour	Planning Technician	50.00/Hour
Project Manager	170.00/Hour	Senior Landscape Designer.....	115.00/Hour
Senior Planning Project Manager.....	160.00/Hour	Landscape Designer 3	110.00/Hour
Planning Project Manager	150.00/Hour	Landscape Designer 2	100.00/Hour
Director of Landscape Architecture	165.00/Hour	Landscape Designer 1	90.00/Hour
Senior Landscape Architect.....	145.00/Hour	Senior Landscape Technician.....	125.00/Hour
Landscape Architect 2	125.00/Hour	Landscape Technician 3	105.00/Hour
Landscape Architect 1	115.00/Hour	Landscape Technician 2	90.00/Hour
Survey Project Manager	160.00/Hour	Landscape Technician 1	75.00/Hour
Senior Engineer	160.00/Hour	Senior Survey Technician	125.00/Hour
Project Engineer 4.....	140.00/Hour	Survey Technician 3	120.00/Hour
Project Engineer 3.....	130.00/Hour	Survey Technician 2.....	105.00/Hour
Project Engineer 2.....	115.00/Hour	Survey Technician 1	90.00/Hour
Project Engineer 1.....	105.00/Hour	Survey Crew	200.00/Hour
Senior Engineer Technician.....	125.00/Hour	1-Man Survey Crew.....	130.00/Hour
Engineer Technician 3	120.00/Hour	Graphic Designer.....	110.00/Hour
Engineer Technician 2	105.00/Hour	Technical Editor	100.00/Hour
Engineer Technician 1	90.00/Hour	Word Processor/Sr. Administrative Asst.....	85.00/Hour
Project Administrator.....	120.00/Hour	Administrative Assistant	75.00/Hour
Project Expeditor.....	80.00/Hour	Outside Consultants	Separate Fee Proposal
Planner 5	140.00/Hour	Geotechnical Engineers	Separate Fee Proposal
Planner 4	125.00/Hour	Environmental Consultants	Separate Fee Proposal
Planner 3	115.00/Hour		

Large Format Bond.....	0.50/sf
Large Format High Density Color Bond	2.00/sf
Large Format Mylar	2.00/sf
Small Format Color Bond 11 X 17.....	0.50/Sheet
Small Format Color Bond 8.5 X 11.....	0.40/Sheet

The Schedule of Charges and Compensation is subject to change.

Charges are made for technical typing, as in the preparation of reports, and for technical clerical services directly related to projects. Direct charges are not made for general secretarial services, office management, accounting, or maintenance.



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-0576 – Resolution 21-0576, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with BHC Consultants	Agenda Item #:
	For Agenda of: 7/27/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. RESOLUTION NO. 21.0576 2. BHC Contract (Signed)	
Approval of Materials: Jeremy Metzler Dave Gray 7/22/2021 Daryl Eidinger 7/22/2021	Expenditure Required: TBD
	Amount Budgeted: TBD
	Timeline: 07/27/2021 RCM

Summary Statement:

The City recently advertised a Request for Qualifications (RFQ) to professional consulting firms licensed under the laws of the State of Washington capable of performing a variety of on-call, as-needed consulting services. The City last executed on-call contracts in these disciplines in July 2018, and said contracts all expired on July 1, 2021. New contracts must be executed as soon as practicable in order to continue receiving said valuable on-call services.

Staff recommends executing a contract with BHC Consultants for Building Department Support. Attached is the proposed resolution authorizing execution of the attached contract. Please note the City's internal administrative & accounting control manual language identifies how on-call contracts are utilized in the City, and the contract language included herein makes clear there is no expectation on the part of the City or the Consultant as to any actual dollars being spent (i.e., no obligation to spend funds).

Item History:

07/20/2021 SS

Recommended Action:

MOTION to adopt **AB21-0576** – Resolution 21-0576, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with BHC Consultants

Fiscal Note/Consideration:

This contract has a not to exceed amount of \$75,000.00 over the course of the next three (3) years. The actual expenditures must be appropriated annually by Council, and staff expects actual expenditures to be lower. This amount is due to executing contracts with multiple on-call vendors in each discipline, allowing the City

rapid access to specialty consulting if and when a particular firm may not be available, as the City needs this work done in a timely fashion. 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.

RESOLUTION NO. 21-0576

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR BUILDING DEPARTMENT SUPPORT ON-CALL SERVICES WITH BHC CONSULTANTS, LLC IN THE AMOUNT OF \$75,000.00 OVER A THREE-YEAR PERIOD.

WHEREAS, the City does not have the necessary staff to perform building department support services required by the private development and capital project workload; and

WHEREAS, the City advertised a Request for Qualifications (RFQ) in the Tacoma News Tribune, the City's official newspaper; and

WHEREAS, upon receipt of submittals from multiple qualified consultants, the City scored the submittals and made selections; and

WHEREAS, BHC Consultants, LLC was selected as one of the qualified consultants to provide building department support services as the need arises for the City of Edgewood;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement for building department support on-call services with BHC Consultants, LLC, attached hereto as Exhibit A and incorporated herein by this reference, in an amount not to exceed \$75,000.00 over a three year period.

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

ADOPTED THIS 27TH DAY OF JULY, 2021

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A
On-Call Consultant Services Contract

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

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and BHC Consultants, LLC (hereinafter the "Consultant"), a Washington Limited Liability Company organized under the laws of the State of Washington located and doing business at 1601 Fifth Avenue, Suite 500, Seattle, WA 98101.

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;

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. 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 subconsultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with subconsultants 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 Seventy-Five Thousand Dollars (\$75,000.00) 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 as outlined in Section II(D) below.

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 31, 2024, 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 at any time prior to completion of the work described herein. 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, creed, religion, color, sex, sexual orientation, citizenship or immigration status, military or veteran status, national origin, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

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

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

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

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 at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

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.

C. Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or

self-insured pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contributed with it.

- 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.
- F. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- G. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- H. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- I. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

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

The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement. In addition, all work of Consultant 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, regardless of independent contractor status.

XII. Compliance with Federal, State, and Local Laws

The Consultant shall 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.

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 Mayor of the City of Edgewood to 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: William C. Hill, CBO, ACO
BHC Consultants
1601 Fifth Avenue, Suite 500
Seattle, WA 98101

Phone: 206-505-3400
Fax: 206-505-3406

CITY:

Attn: James Tumelson
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

Phone: 253-831-4253
With a copy to the "City Clerk" at the same address.

XVII. Assignment

Consultant shall not assign this Agreement or subcontract or assign any of the work provided for herein without the prior written consent of the City.

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.

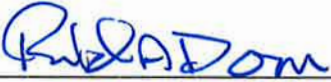
The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

XIX. Entire Agreement

This Agreement contains the entire agreement between the parties and the written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal or written agreements of the parties. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 27th day of July, 2021.

CONSULTANT

By: 

Ronald Dorn, P.E.
President

CITY OF EDGEWOOD

By: _____

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:



City Attorney

Exhibit A

Scope of Work

Building Department support services are intended to supplement the City's existing Building Department plan review and building inspection staff with supplemental on-call services to meet peak project review needs. The general municipal building plan review and inspection support work may include, but is not limited to the following:

In accordance with the currently adopted City of Edgewood codes, the consultant will be expected to perform building plan reviews for a full range of residential and non-residential building types that may include, but are not limited to structural, energy code, barrier free, mechanical and plumbing plans submitted with building applications to the City of Edgewood. Should corrections be required, the consultant will provide the City with specific details regarding incomplete or incorrect items on the plans and a description of what corrections or additions are required as well as references to the specific, applicable code sections relating to the deficiencies. Attendance at preliminary review or other meetings may be required occasionally and the City may request that some inspection services be provided with some projects or to meet peak activity demand.

Exhibit B
Rate Schedule

**BHC Consultants,
Building and Construction Code Compliance
2021 SCHEDULE OF RATES, CHARGES AND FEES**

<u>Classification</u>	<u>Hourly Rate</u>
Building Inspector (combination)	\$85
Electrical Inspector	\$90
Plan Reviewer - nonstructural	\$150
Fire Sprinkler review	\$130
Structural P.E.	\$175
Civil/site plan review (P.E.)	\$150
Principal Consultant (Building Official)	\$150
Administration Assistance	\$80

1. PLAN REVIEW FEES:

Residential:

Single Family Dwellings will be charged at 75% of City's collected Plan Review fee (complete review including structural, non-structural, mechanical, plumbing, State Energy, and applicable items in the Town's Municipal Code.

At the request of the City and with concurrence by Consultant, plan review fees may be determined to be charged at the hourly rate as identified in labor rate schedule as opposed to the following "fixed fee" rates.

Non-Residential:

A. Complete Plan Review

IBC Non-structural Fire & Life Safety + Structural, disabled accessibility and/or State Energy Code, *IMC and/or UPC*.

75% of the City collected Plan Review fee.
(\$250 minimum)

B. Partial Review:

Will consist of one of the following:

- IBC Non-structural Fire & Life Safety including mechanical/plumbing when issued as part of a combination building permit, and State Energy and Accessibility review
-OR-
- IBC Structural ONLY

50% of the plan review fee calculated. (\$250 minimum)



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-0577 – Resolution 21-0577, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with Bush, Roed & Hitchings, Inc	Agenda Item #:
	For Agenda of: 7/27/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. RESOLUTION NO. 21.0577 2. Bush Roed & Hitchings Inc Contract (Signed)	
Approval of Materials: Jeremy Metzler Dave Gray 7/22/2021 Daryl Eidinger 7/22/2021	Expenditure Required: TBD
	Amount Budgeted: TBD
	Timeline: 07/27/2021

Summary Statement:

The City recently advertised a Request for Qualifications (RFQ) to professional consulting firms licensed under the laws of the State of Washington capable of performing a variety of on-call, as-needed consulting services. The City last executed on-call contracts in these disciplines in July 2018, and said contracts all expired on July 1, 2021. New contracts must be executed as soon as practicable in order to continue receiving said valuable on-call services.

Staff recommends executing a contract with Bush, Roed & Hitchings, Inc. for Professional Land Surveying. Attached is the proposed resolution authorizing execution of the attached contract. Please note the City's internal administrative & accounting control manual language identifies how on-call contracts are utilized in the City, and the contract language included herein makes clear there is no expectation on the part of the City or the Consultant as to any actual dollars being spent (i.e., no obligation to spend funds).

Item History:

07/20/2021 SS

Recommended Action:

MOTION to adopt **AB21-0577** – Resolution 21-0577, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with Bush, Roed & Hitchings, Inc

Fiscal Note/Consideration:

This contract has a not to exceed amount of \$75,000.00 over the course of the next three (3) years. The actual expenditures must be appropriated annually by Council, and staff expects actual expenditures to be lower. This amount is due to executing contracts with multiple on-call vendors in each discipline, allowing the City

rapid access to specialty consulting if and when a particular firm may not be available, as the City needs this work done in a timely fashion. 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.

RESOLUTION NO. 21-0577

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL LAND SURVEYING ON-CALL SERVICES WITH BUSH, ROED & HITCHINGS, INC. (BRH) IN THE AMOUNT OF \$75,000.00 OVER A THREE-YEAR PERIOD.

WHEREAS, the City does not have the necessary staff to perform professional land surveying services required by the private development and capital project workload; and

WHEREAS, Chapter 39.80 RCW establishes the procedures for procurement of engineering services by the City; and

WHEREAS, the City advertised a Request for Qualifications (RFQ) in the Tacoma News Tribune, the City's official newspaper; and

WHEREAS, upon receipt of submittals from multiple qualified consultants, the City scored the submittals and made selections according to RCW 39.80.050; and

WHEREAS, Bush, Roed & Hitchings, Inc. (BRH) was selected as one of the qualified consultants to provide professional land surveying services as the need arises for the City of Edgewood;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement for professional land surveying on-call services with Bush, Roed & Hitchings, Inc. (BRH), attached hereto as Exhibit A and incorporated herein by this reference, in an amount not to exceed \$75,000.00 over a three year period.

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

ADOPTED THIS 27TH DAY OF JULY, 2021

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC

City Clerk

Exhibit A
On-Call Consultant Services Contract

**ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
BUSH, ROED & HITCHINGS, INC. (BRH)**

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and Bush, Roed & Hitchings, Inc. (BRH), (hereinafter the "Consultant"), a Washington Corporation organized under the laws of the State of Washington located and doing business at 2009 Minor Avenue East, Seattle, WA 98102-3513.

RECITALS

WHEREAS, the City requires the provision of professional land surveying support on-call services; and

WHEREAS, the Consultant has agreed to provide professional land surveying support on-call services;

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

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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 as outlined in Section II(D) below.

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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.

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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, creed, religion, color, sex, sexual orientation, citizenship or immigration status, military or veteran status, national origin, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

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

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability,

including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

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.

- C. Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contributed with it.
- 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.
- F. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- G. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- H. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- I. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

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

The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement. In addition, all work of Consultant 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, regardless of independent contractor status.

XII. Compliance with Federal, State, and Local Laws

The Consultant shall 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.

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 Mayor of the City of Edgewood to 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: James Harper, PLS,
Bush, Roed & Hitchings, Inc.
2009 Minor Avenue East
Seattle, WA 98102-3513

Phone: 206-323-4144
Fax: 206-323-7135

CITY:

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

Phone: 253-831-4266
With a copy to the "City Clerk" at the same address.

XVII. Assignment

Consultant shall not assign this Agreement or subcontract or assign any of the work provided for herein without the prior written consent of the City.

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

This Agreement contains the entire agreement between the parties and the written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal or written agreements of the parties. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 27th day of July, 2021.

BUSH, ROED & HITCHINGS, INC.

By: 
Ted Dimof, Principal

CITY OF EDGEWOOD

By: _____
Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:



City Attorney

Exhibit A

Scope of Work

The general municipal surveying support work may include, but is not limited to the following:

- The consultant may perform surveying services to confirm property lines, perform or establish record surveys for City-owned property and preliminary topographic surveying for City projects prior to design or repair.
- The consultant team may be tasked with preparing and recording all documentation required for the City to verify and provide certification for projects that will utilize federal funding.
- Laying out staking for roadways, sidewalks or paths, underground utilities, storm drainage facilities, buildings or other appurtenances during project construction may also be required.
- Reviewing survey records and projects that will need to be recorded under the City's direction as needed.

Exhibit B
Rate Schedule

BUSH, ROED & HITCHINGS, INC.

Standard Schedule of Charges and General Conditions - Effective to December 31, 2021

FEE SCHEDULE

Clerical	\$82/Hr.	Principal (PE, PLS)	251/Hr.
Research Technician	109/Hr.	Expert Witness (PE, PLS)	306/Hr.
Utility Locator	98/Hr.	1 Person Field Crew	110/Hr.
Survey Coordinator	119/Hr.	2 Person Field Crew	188/Hr.
Survey CAD Technician	113/Hr.	3 Person Field Crew	259/Hr.
Engineering CAD Technician	113/Hr.	Overtime	1.50 X Rates
Engineering CAD Designer	134/Hr.		
Sr. Engineering CAD Designer	153/Hr.	DIRECT NON-SALARIED COSTS	
Design Engineer (EIT)	122/Hr.	Vehicle Per Diem Charge	\$31/Day
Project Engineer (PE)	134/Hr.	Mileage	.560/Mile
Project Manager	149/Hr.	Job Related Expenses	Cost Plus 15%
Sr. Project Manager (PE, PLS)	153/Hr.	Non-Account Related Prints	\$50 Minimum
Principal Project Manager (PE, PLS)	182/Hr.	Non-Account Related Data File Transfer	\$100 Minimum
		Per Diem – Personnel	151/Day

Payment Terms

Invoices will be submitted once per month and are payable upon receipt. Accounts remaining unpaid after 60 days will be subject to a 1.5% service charge per month. Collection fees including liens and attorney's fees, as may be required, will be added to the account.

Right-of-Entry and Boundary Line Location

Client will furnish right-of-entry for BRH to make surveys. Client shall furnish a description of the property where boundary lines are to be established. BRH assumes no liability for the establishment of actual lines of ownership other than as described and certified as such by a title insurance company. BRH will not be responsible for indicating easements, covenants, and restrictions of record on surveys unless furnished with a current title insurance report. At the request of the Client BRH will obtain a report from a title insurance company at Client's expense.

Utility Locations

When retained to locate utilities, BRH will depend upon utility agency records where verification by field location is not possible. BRH assumes no liability for the accuracy of records or locations provided by others.

General and Automobile Liability Insurance

BRH, Inc. maintains General Liability Insurance for bodily injury and property damage with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. Automobile Liability and Property Damage Insurance is maintained with combined single limits of \$1,000,000.

Professional Liability

BRH maintains professional liability insurance for losses arising directly from its negligent acts, errors or omissions with limits of \$2,000,000 per occurrence and in the aggregate.

Service Agreement

It is BRH policy to negotiate and execute a Service Agreement setting forth actual scope of work, fees, payment terms, and general conditions prior to commencing services.

Date Revised: June 17, 2021



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-0578 – Resolution 21-0578, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with Clarity Consultants	Agenda Item #:
	For Agenda of: 7/27/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. RESOLUTION NO. 21.0578 2. Clarity Consultants Contract (Signed)	
Approval of Materials: Jeremy Metzler Dave Gray 7/22/2021 Daryl Eidinger 7/22/2021	Expenditure Required: TBD
	Amount Budgeted: TBD
	Timeline: 07/27/2021 RCM

Summary Statement:

The City recently advertised a Request for Qualifications (RFQ) to professional consulting firms licensed under the laws of the State of Washington capable of performing a variety of on-call, as-needed consulting services. The City last executed on-call contracts in these disciplines in July 2018, and said contracts all expired on July 1, 2021. New contracts must be executed as soon as practicable in order to continue receiving said valuable on-call services.

Staff recommends executing a contract with Clarity Consultants for Building Department Support and Fire Protection Engineering. Attached is the proposed resolution authorizing execution of the attached contract. Please note the City's internal administrative & accounting control manual language identifies how on-call contracts are utilized in the City, and the contract language included herein makes clear there is no expectation on the part of the City or the Consultant as to any actual dollars being spent (i.e., no obligation to spend funds).

Item History:

07/20/2021 SS

Recommended Action:

MOTION to adopt **AB21-0578** – Resolution 21-0578, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with Clarity Consultants

Fiscal Note/Consideration:

This contract has a not to exceed amount of \$200,000.00 over the course of the next three (3) years. The actual expenditures must be appropriated annually by Council, and staff expects actual expenditures to be

lower. This amount is due to executing contracts with multiple on-call vendors in each discipline, allowing the City rapid access to specialty consulting if and when a particular firm may not be available, as the City needs this work done in a timely fashion. 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.

RESOLUTION NO. 21-0578

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR BUILDING DEPARTMENT SUPPORT ON-CALL SERVICES WITH CLARITY CONSULTING ENGINEERS, PLLC IN THE AMOUNT OF \$200,000.00 OVER A THREE-YEAR PERIOD.

WHEREAS, the City does not have the necessary staff to perform building department support services required by the private development and capital project workload; and

WHEREAS, Chapter 39.80 RCW establishes the procedures for procurement of engineering services by the City; and

WHEREAS, the City advertised a Request for Qualifications (RFQ) in the Tacoma News Tribune, the City's official newspaper; and

WHEREAS, upon receipt of submittals from multiple qualified consultants, the City scored the submittals and made selections according to RCW 39.80.050; and

WHEREAS, Clarity Consulting Engineers, PLLC was selected as one of the qualified consultants to provide building department support services as the need arises for the City of Edgewood;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement for building department support on-call services with Clarity Consulting Engineers, PLLC, attached hereto as Exhibit A and incorporated herein by this reference, in an amount not to exceed \$200,000.00 over a three year period.

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

ADOPTED THIS 27TH DAY OF JULY, 2021

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC

City Clerk

Exhibit A
On-Call Consultant Services Contract

**ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
CLARITY CONSULTING ENGINEERS**

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and Clarity Consulting Engineers, PLLC (hereinafter the "Consultant"), a Washington Professional Limited Liability Company organized under the laws of the State of Washington located and doing business at 3013 Lala Cove Lane SE, Olalla, WA 98359.

RECITALS

WHEREAS, the City requires the provision of building department support and fire protection engineering on-call services; and

WHEREAS, the Consultant has agreed to provide building department support and fire protection engineering on-call services;

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. 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 subconsultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with subconsultants 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 Thousand Dollars (\$200,000.00) 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 as outlined in Section II(D) below.

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 31, 2024, 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 at any time prior to completion of the work described herein. 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, creed, religion, color, sex, sexual orientation, citizenship or immigration status, military or veteran status, national origin, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

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

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

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 at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

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.

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

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.
- F. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- G. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- H. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- I. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

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

The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement. In addition, all work of Consultant 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, regardless of independent contractor status.

XII. Compliance with Federal, State, and Local Laws

The Consultant shall 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.

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 Mayor of the City of Edgewood to 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: Hoyt D. Jeter, P.E.
Clarity Consulting Engineers, PLLC
13013 Lala Cove Lane SE
Olalla, WA 98359

Phone: 206-356-7790

CITY:

Attn: James Tumelson
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

Phone: 253-831-4253

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

XVII. Assignment

Consultant shall not assign this Agreement or subcontract or assign any of the work provided for herein without the prior written consent of the City.

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

This Agreement contains the entire agreement between the parties and the written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal or written agreements of the parties. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall

prevail. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 27th day of July, 2021.

CONSULTANT

By: 

Hoyt D. Jeter, P.E.
President/Owner

CITY OF EDGEWOOD

By: _____
Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:



City Attorney

Exhibit A

Scope of Work

Building Department support services are intended to supplement the City's existing Building Department plan review and building inspection staff with supplemental on-call services to meet peak project review needs. The general municipal building plan review and inspection support work may include, but is not limited to the following:

In accordance with the currently adopted City of Edgewood codes, the consultant will be expected to perform building plan reviews for a full range of residential and non-residential building types that may include, but are not limited to structural, energy code, barrier free, mechanical and plumbing plans submitted with building applications to the City of Edgewood. Should corrections be required, the consultant will provide the City with specific details regarding incomplete or incorrect items on the plans and a description of what corrections or additions are required as well as references to the specific, applicable code sections relating to the deficiencies. Attendance at preliminary review or other meetings may be required occasionally and the City may request that some inspection services be provided with some projects or to meet peak activity demand.

Fire Protection Engineering services are intended to support the City's existing Building Department plan review and building inspection staff with on-call services specific to this discipline, with a focus on multi-story buildings and smoke control. The plan review and inspection support work may include, but is not limited to the following:

In accordance with the currently adopted City of Edgewood codes, the consultant will be expected to perform building plan reviews for a full range of residential and non-residential building types that may include, but are not limited to fire protection, suppression, and smoke control plans submitted with building applications to the City of Edgewood. Should corrections be required, the consultant will provide the City with specific details regarding incomplete or incorrect items on the plans and a description of what corrections or additions are required as well as references to the specific, applicable code sections relating to the deficiencies. Attendance at preliminary review or other meetings may be required, and the City may request that inspection services be provided specific to this discipline.

Scope of Work

When requested by The City, Consultant shall perform services in accordance with the terms and conditions of this agreement.

Full Plan Review: Upon request by the City, the Consultant shall review all contract documents which consist of plans, specifications and engineering data to determine whether the items comply with all applicable ordinances and state building code; in addition, all local codes and regulation required by the city. The Consultant shall issue a formal written document for each set of plans reviewed.

Partial Plan review: Upon request by the City, the Consultant shall review partial elements of contract documents which consist of plans, specifications and engineering data to determine whether the items comply with all applicable ordinances and state building codes; in addition to, all local codes and regulation required by the city. Contract documents may consist of the items listed below. The definitions of a partial plan review is the review of any one of these items or selected multiple items.

- I. Structural Review
- II. Architectural Review (Ordinance and Barrier Free)
- III. Energy Review
- IV. Barrier Free Accessibility Review
- V. Fire Suppression Review
- VI. LEEDS Review
- VII. Mechanical Review
- VIII. Plumbing Review
- IX. Fire Alarm Review
- X. Fire Protections Engineering

The Consultant shall provide maximum of two rechecks without additional fees.

Additional Reviews: The Consultant shall perform additional reviews beyond (2) rechecks when authorized by the City, at an hourly rate as described in **Exhibit B**.

Miscellaneous Engineering: Upon request of the city the Consultant shall provide miscellaneous engineering services, at an hourly rate as described in **Exhibit B**, but shall not exceed an agreed amount.

Inspection: Upon request by the City, the Consultant shall inspect all structures as defined by the permitted documents on an hourly basis as described in **Exhibit B**.

Exhibit B
Rate Schedule
Compensation

BUILDING CODE REVIEW FEE STRUCTURE

Commercial/Multi-Family Non-Structural Fire/Life Safety and Structural review only:

Valuation of Construction	Clarity Consulting Plan Review Fee (% of Building Department <u>Plan review</u> fee)	Hourly rate (Reviews in excess of 2)
\$1 to \$500,000	80%	\$110
\$500,001 to \$2,500,000	75%	\$110
\$2,500,001 and above	65%	\$110

Commercial/Multi-Family Non-Structural, Fire/Life Safety, Mechanical, LEED, Plumbing or Structural review only

Valuation of Construction	Clarity Consulting Plan Review Fee (% of Building Department <u>Plan review</u> fee)	Hourly rate (Reviews in excess of 2)
\$1 to \$500,000	75%	\$110
\$500,001 to \$2,500,000	65%	\$110
\$2,500,001 and above	55%	\$110

Single Family Residence Full Review

Clarity Consulting Plan Review Fee (% of Building Department <u>Permit Fee</u>)	Hourly rate (Reviews in Excess of 2)
50%	\$110

Fire Suppression and/or fire alarm review is based on hourly fees at a rate of \$110 per hour.

The Consultant shall provide maximum of two rechecks without any additional fees.

The above fees include all labor, material and expenses required for completion of these service

Hourly Rate Schedule When applicable

Personnel Description	Hourly Billing Rates
Professional Engineer	\$110
Architect	\$110
Building Official	\$110
Certified Code Review Personnel	\$100
Fire Protection Engineer	\$110
Certified Inspector	\$85
Electrical Specialty	\$95
Permit Technician	\$60
Administration Support	\$45

If prevailing wages are required on a project, then CCE's rates will be adjusted to accommodate prevailing rate payroll rules.

In addition, CCE's rates will be adjusted to accommodate for overtime, evening and night shift premiums with authorization by the City

Personal vehicles for inspections, shall be billed the mileage at the standard federal rate. The mileage shall only be from the city hall to the site for inspections.



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-0579 – Resolution 21-0579, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with DKS Associates	Agenda Item #:
	For Agenda of: 7/27/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. RESOLUTION NO. 21.0579 2. DKS Contract (Signed)	
Approval of Materials: Jeremy Metzler Dave Gray 7/22/2021 Daryl Eidinger 7/22/2021	Expenditure Required: TBD
	Amount Budgeted: TBD
	Timeline: 07/27/2021 RCM

Summary Statement:

The City recently advertised a Request for Qualifications (RFQ) to professional consulting firms licensed under the laws of the State of Washington capable of performing a variety of on-call, as-needed consulting services. The City last executed on-call contracts in these disciplines in July 2018, and said contracts all expired on July 1, 2021. New contracts must be executed as soon as practicable in order to continue receiving said valuable on-call services.

Staff recommends executing a contract with DKS Associates for Transportation Planning and Engineering. Attached is the proposed resolution authorizing execution of the attached contract. Please note the City's internal administrative & accounting control manual language identifies how on-call contracts are utilized in the City, and the contract language included herein makes clear there is no expectation on the part of the City or the Consultant as to any actual dollars being spent (i.e., no obligation to spend funds).

Item History:

07/20/2021 SS

Recommended Action:

MOTION to adopt **AB21-0579** – Resolution 21-0579, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with DKS Associates

Fiscal Note/Consideration:

This contract has a not to exceed amount of \$500,000.00 over the course of the next three (3) years. The actual expenditures must be appropriated annually by Council, and staff expects actual expenditures to be lower. This amount is due to executing contracts with multiple on-call vendors in each discipline, allowing the

City rapid access to specialty consulting if and when a particular firm may not be available, as the City needs this work done in a timely fashion. 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.

RESOLUTION NO. 21-0579

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR TRANSPORTATION PLANNING AND ENGINEERING ON-CALL SERVICES WITH DKS ASSOCIATES IN THE AMOUNT OF \$500,000.00 OVER A THREE-YEAR PERIOD.

WHEREAS, the City does not have the necessary staff to perform transportation planning and engineering services required by the private development and capital project workload; and

WHEREAS, Chapter 39.80 RCW establishes the procedures for procurement of engineering services by the City; and

WHEREAS, the City advertised a Request for Qualifications (RFQ) in the Tacoma News Tribune, the City's official newspaper; and

WHEREAS, upon receipt of submittals from multiple qualified consultants, the City scored the submittals and made selections according to RCW 39.80.050; and

WHEREAS, DKS Associates was selected as one of the qualified consultants to provide transportation planning and engineering services as the need arises for the City of Edgewood;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement for transportation planning and engineering on-call services with DKS Associates, attached hereto as Exhibit A and incorporated herein by this reference, in an amount not to exceed \$500,000.00 over a three year period.

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

ADOPTED THIS 27TH DAY OF JULY, 2021

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A
On-Call Consultant Services Contract

**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 Corporation organized under the laws of the State of California located and doing business at 719 Second Avenue, Suite 1250, Seattle, WA 98104.

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;

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. 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 subconsultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with subconsultants 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 Five-Hundred Thousand Dollars (\$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 as outlined in Section II(D) below.

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 31, 2024, 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 at any time prior to completion of the work described herein. 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, creed, religion, color, sex, sexual orientation, citizenship or immigration status, military or veteran status, national origin, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

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

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

and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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 at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

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.

- C. Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contributed with it.
- 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.
- F. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- G. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- H. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- I. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

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

The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement. In addition, all work of Consultant 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, regardless of independent contractor status.

XII. Compliance with Federal, State, and Local Laws

The Consultant shall 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.

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 Mayor of the City of Edgewood to 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: Jerry Liu, P.E., PTOE
DKS Associates
719 Second Avenue, Suite 1250
Seattle, WA 98104

Phone: 206-382-9800

CITY:

Attn: Chuck Hendricksen
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

Phone: 253-392-2560

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

XVII. Assignment

Consultant shall not assign this Agreement or subcontract or assign any of the work provided for herein without the prior written consent of the City.

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

This Agreement contains the entire agreement between the parties and the written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal or written agreements of the parties. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 27th day of July, 2021.

CONSULTANT

By: 
Richard Hutchinson, P.E., PTOE
Principal-in-Charge

CITY OF EDGEWOOD

By: _____
Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:


City Attorney

Exhibit A

Scope of Work

Provide support to City staff as needed to complete a variety of general municipal transportation planning, engineering and development project review support work that may include, but is not limited to, the following:

- Task based transportation planning and engineering services necessary to support efficient project review and implementation by the City of Edgewood.
- Review of development projects, including project-specific Traffic Impact Analysis (TIA), submitted as part of a project review.
- Site inspections for new development and permit compliance related to transportation infrastructure and related systems.
- Maintain the City's concurrency program traffic model and track development projects.
- Traffic Impact Fee review and technical support.
- Public Hearing support before the Hearing Examiner.
- City Council technical support on major policy discussions.
- Provide support on City transportation capital projects and grants as requested.
- Develop and recommend draft transportation standards and roadway designs consistent with City policy and standards.

The Consultant will be expected to work directly with staff, primarily as a technical expert, as coordinated with the City's Community Development and Public Works Directors. A lead staff member from each Department may be assigned to work directly with the Consultant to provide timely and efficient review and project delivery, providing direct support for public participation, formal hearings and project review. Work may also occasionally include consultant participation in City Council Study Sessions (1st and 3rd Tuesdays of the month), targeted project updates with staff at regular City Council meetings (2nd and 4th Tuesdays of the month), or attendance at and participation in City Hearings Examiner matters.

Exhibit B
Rate Schedule



Fee Schedule <i>Effective January 1, 2021 through December 31, 2021</i>					
<i>ENGINEERS and PLANNERS</i>				<i>TECHNICIANS and SUPPORT STAFF</i>	
Grade	Hourly Rate	Grade	Hourly Rate	Tech Level	Hourly Rate
Grade 1	\$ 55.00	Grade 32	210.00	Tech Level A	\$ 35.00
Grade 2	60.00	Grade 33	215.00	Tech Level B	40.00
Grade 3	65.00	Grade 34	220.00	Tech Level C	45.00
Grade 4	70.00	Grade 35	225.00	Tech Level D	50.00
Grade 5	75.00	Grade 36	230.00	Tech Level E	55.00
Grade 6	80.00	Grade 37	235.00	Tech Level F	60.00
Grade 7	85.00	Grade 38	240.00	Tech Level G	65.00
Grade 8	90.00	Grade 39	245.00	Tech Level H	70.00
Grade 9	95.00	Grade 40	250.00	Tech Level I	75.00
Grade 10	100.00	Grade 41	255.00	Tech Level J	80.00
Grade 11	105.00	Grade 42	260.00	Tech Level K	85.00
Grade 12	110.00	Grade 43	265.00	Tech Level L	90.00
Grade 13	115.00	Grade 44	270.00	Tech Level M	95.00
Grade 14	120.00	Grade 45	275.00	Tech Level N	100.00
Grade 15	125.00	Grade 46	280.00	Tech Level O	105.00
Grade 16	130.00	Grade 47	285.00	Tech Level P	110.00
Grade 17	135.00	Grade 48	290.00	Tech Level Q	115.00
Grade 18	140.00	Grade 49	295.00	Tech Level R	120.00
Grade 19	145.00	Grade 50	300.00	Tech Level S	125.00
Grade 20	150.00	Grade 51	305.00	Tech Level T	130.00
Grade 21	155.00	Grade 52	310.00	Tech Level U	135.00
Grade 22	160.00	Grade 53	315.00	Tech Level V	140.00
Grade 23	165.00	Grade 54	320.00	Tech Level W	145.00
Grade 24	170.00	Grade 55	325.00	Tech Level X	150.00
Grade 25	175.00	Grade 56	330.00	Tech Level Y	155.00
Grade 26	180.00	Grade 57	335.00	Tech Level Z	160.00
Grade 27	185.00	Grade 58	340.00	Tech Level AA	165.00
Grade 28	190.00	Grade 59	345.00	Tech Level AB	170.00
Grade 29	195.00	Grade 60	350.00	Tech Level AC	175.00
Grade 30	200.00	Grade 61	355.00	Tech Level AD	180.00
Grade 31	205.00	Grade 62	360.00	Tech Level AE	185.00
- Project expenses will be billed at <i>cost plus ten percent</i> for service and handling. Project expenses include project-related costs such as reproduction through outside services, transportation, subsistence, delivery/postage, and vendor and subcontractor services. - All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.					



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-0580 – Resolution 21-0580, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with Gray & Osborne Inc	Agenda Item #:
	For Agenda of: 7/27/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. RESOLUTION NO. 21.0580 2. G&O Contract (Signed)	
Approval of Materials: Jeremy Metzler Dave Gray 7/22/2021 Daryl Eidinger 7/22/2021	Expenditure Required: TBD
	Amount Budgeted: TBD
	Timeline: 07/27/2021 RCM

Summary Statement:

The City recently advertised a Request for Qualifications (RFQ) to professional consulting firms licensed under the laws of the State of Washington capable of performing a variety of on-call, as-needed consulting services. The City last executed on-call contracts in these disciplines in July 2018, and said contracts all expired on July 1, 2021. New contracts must be executed as soon as practicable in order to continue receiving said valuable on-call services.

Staff recommends executing a contract with Gray & Osborne, Inc. for Civil Engineering Support and Professional Land Surveying. Attached is the proposed resolution authorizing execution of the attached contract. Please note the City's internal administrative & accounting control manual language identifies how on-call contracts are utilized in the City, and the contract language included herein makes clear there is no expectation on the part of the City or the Consultant as to any actual dollars being spent (i.e., no obligation to spend funds).

Item History:

07/20/2021 SS

Recommended Action:

MOTION to adopt **AB21-0580** – Resolution 21-0580, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with Gray & Osborne Inc

Fiscal Note/Consideration:

This contract has a not to exceed amount of \$750,000.00 over the course of the next three (3) years. The actual expenditures must be appropriated annually by Council, and staff expects actual expenditures to be

lower. This amount is due to executing contracts with multiple on-call vendors in each discipline, allowing the City rapid access to specialty consulting if and when a particular firm may not be available, as the City needs this work done in a timely fashion. 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.

RESOLUTION NO. 21-0580

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING AND SURVEYING ON-CALL SERVICES WITH GRAY & OSBORNE, INC. IN THE AMOUNT OF \$750,000.00 OVER A THREE-YEAR PERIOD.

WHEREAS, the City does not have the necessary staff to perform engineering and surveying services required by the private development and capital project workload; and

WHEREAS, Chapter 39.80 RCW establishes the procedures for procurement of engineering services by the City; and

WHEREAS, the City advertised a Request for Qualifications (RFQ) in the Tacoma News Tribune, the City's official newspaper; and

WHEREAS, upon receipt of submittals from multiple qualified consultants, the City scored the submittals and made selections according to RCW 39.80.050; and

WHEREAS, Gray & Osborne, Inc. was selected as one of the qualified consultants to provide engineering and surveying services as the need arises for the City of Edgewood;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement for engineering and surveying on-call services with Gray & Osborne, Inc., attached hereto as Exhibit A and incorporated herein by this reference, in an amount not to exceed \$750,000.00 over a three year period.

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

ADOPTED THIS 27TH DAY OF JULY, 2021

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A
On-Call Consultant Services Contract

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

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and Gray and Osborne, Inc., (hereinafter the "Consultant"), a Washington Corporation organized under the laws of the State of Washington located and doing business at 1130 Rainier Avenue South, Suite 300, Seattle, WA 98144.

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;

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. 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 subconsultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with subconsultants 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 as outlined in Section II(D) below.

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 31, 2024, 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 at any time prior to completion of the work described herein. 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, creed, religion, color, sex, sexual orientation, citizenship or immigration status, military or veteran status, national origin, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

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

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability,

including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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 at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

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.

- C. Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contributed with it.
- 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.
- F. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- G. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- H. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- I. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

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

The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement. In addition, all work of Consultant 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, regardless of independent contractor status.

XII. Compliance with Federal, State, and Local Laws

The Consultant shall 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.

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 Mayor of the City of Edgewood to 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, P.E.
Gray & Osborne, Inc.
1130 Rainier Avenue South, Suite 300
Seattle, WA 98144

Phone: 206-284-0860
Fax: 206-283-3206

CITY:

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

Phone: 253-831-4266
With a copy to the "City Clerk" at the same address.

XVII. Assignment

Consultant shall not assign this Agreement or subcontract or assign any of the work provided for herein without the prior written consent of the City.

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

This Agreement contains the entire agreement between the parties and the written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal or written agreements of the parties. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 27th day of July, 2021.

CONSULTANT

By: 
Michael B. Johnson, P.E.
President

CITY OF EDGEWOOD

By: _____
Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:


City Attorney

Exhibit A Scope of Work

Provide support to City staff as needed to complete a variety of general municipal civil engineering ask and development project review support work that may include, but is not limited to, the following:

- Review of stormwater plans and Drainage Reports from applicants, on development and land use proposals as required, providing an evaluation of the information provided, the analysis methodology used, conformance with threshold determinations, and conclusions / recommendations made consistent with the 2015 Pierce County Stormwater Management and Site Development Manual and local code amendments (EMC 13.05.170).
- Development compliance inspection services, which may involve the following:
 - Observation of on-site soils and topography to confirm suitability of proposed stormwater management methods and facilities.
 - Site review of Best Management Practices (BMP's) as installed for conformance with approved plans and permits.
 - Inspection of roadway and other frontage improvements associated with development projects, including recommendations for acceptance.
- City-initiated project coordination and technical services based on task level assignments.
- General technical guidance on issues relative to surface water drainage, infiltration suitability, and potential for sub-surface groundwater flows.
- General technical guidance on issues relative to pedestrian mobility and ADA compliance.
- General technical guidance on roadway design and conformance with applicable standards.
- City Council and Hearing Examiner professional support as requested to respond to major policy issues and permit approvals or recommendations as a technical expert.

The Consultant will be expected to work directly with staff, primarily as a technical expert, as coordinated with the City's Community Development and/or Public Works Director(s). A lead staff member from each Department may be assigned to work directly with the Consultant to provide timely and efficient review and project delivery, providing direct support for public participation, formal hearings and project review. Work may also occasionally include consultant participation in City Council Study Sessions (1st and 3rd Tuesdays of the month), targeted project updates with staff at regular City Council meetings (2nd and 4th Tuesdays of the month), or attendance at and participation in City Hearings Examiner matters.

The general municipal surveying support work may include, but is not limited to the following:

- The consultant may perform surveying services to confirm property lines, perform or establish record surveys for City-owned property and preliminary topographic surveying for City projects prior to design or repair.
- The consultant team may be tasked with preparing and recording all documentation required for the City to verify and provide certification for projects that will utilize federal funding.
- Laying out staking for roadways, sidewalks or paths, underground utilities, storm drainage facilities, buildings or other appurtenances during project construction may also be required.
- Reviewing survey records and projects that will need to be recorded under the City's direction as needed.

EXHIBIT “B”

GRAY & OSBORNE, INC.

PROFESSIONAL ENGINEERING SERVICES CONTRACT FULLY BURDENED BILLING RATES* THROUGH JUNE 15, 2022**

<u>Employee Classification</u>	<u>Fully Burdened Billing Rates</u>		
AutoCAD/GIS Technician/Engineering Intern	\$ 50.00	to	\$140.00
Electrical Engineer	\$120.00	to	\$190.00
Structural Engineer	\$110.00	to	\$171.00
Environmental Technician/Specialist	\$ 83.00	to	\$138.00
Engineer-In-Training	\$ 92.00	to	\$141.00
Civil Engineer	\$105.00	to	\$145.00
Project Engineer	\$119.00	to	\$155.00
Project Manager	\$130.00	to	\$213.00
Principal-in-Charge	\$140.00	to	\$213.00
Resident Engineer	\$122.00	to	\$167.00
Field Inspector	\$ 95.00	to	\$154.00
Field Survey (2 Person)***	\$166.00	to	\$248.00
Field Survey (3 Person)***	\$262.00	to	\$360.00
Professional Land Surveyor	\$118.00	to	\$163.00
Secretary/Word Processor***	N/A		

* Fully Burdened Billing Rates include overhead and profit.

** Updated annually, together with the overhead.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.56 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

*** Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-0581 – Resolution 21-0581, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with Herrera Environmental Consultants Inc	Agenda Item #:
	For Agenda of: 7/27/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. RESOLUTION NO. 21.0581 2. Herrera Contract (Signed)	
Approval of Materials: Jeremy Metzler Dave Gray 7/22/2021 Daryl Eidingen 7/22/2021	Expenditure Required: TBD
	Amount Budgeted: TBD
	Timeline: 07/27/2021 RCM

Summary Statement:

The City recently advertised a Request for Qualifications (RFQ) to professional consulting firms licensed under the laws of the State of Washington capable of performing a variety of on-call, as-needed consulting services. The City last executed on-call contracts in these disciplines in July 2018, and said contracts all expired on July 1, 2021. New contracts must be executed as soon as practicable in order to continue receiving said valuable on-call services.

Staff recommends executing a contract with Herrera Environmental Consultants, Inc. for Civil Engineering Support. Attached is the proposed resolution authorizing execution of the attached contract. Please note the City's internal administrative & accounting control manual language identifies how on-call contracts are utilized in the City, and the contract language included herein makes clear there is no expectation on the part of the City or the Consultant as to any actual dollars being spent (i.e., no obligation to spend funds).

Item History:

07/20/2021 SS

Recommended Action:

MOTION to adopt **AB21-0581** – Resolution 21-0581, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with Herrera Environmental Consultants Inc

Fiscal Note/Consideration:

This contract has a not to exceed amount of \$500,000.00 over the course of the next three (3) years. The actual expenditures must be appropriated annually by Council, and staff expects actual expenditures to be

lower. This amount is due to executing contracts with multiple on-call vendors in each discipline, allowing the City rapid access to specialty consulting if and when a particular firm may not be available, as the City needs this work done in a timely fashion. 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.

RESOLUTION NO. 21-0581

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING ON-CALL SERVICES WITH HERRERA ENVIRONMENTAL CONSULTANTS, INC. IN THE AMOUNT OF \$500,000.00 OVER A THREE-YEAR PERIOD.

WHEREAS, the City does not have the necessary staff to perform engineering services required by the private development and capital project workload; and

WHEREAS, Chapter 39.80 RCW establishes the procedures for procurement of engineering services by the City; and

WHEREAS, the City advertised a Request for Qualifications (RFQ) in the Tacoma News Tribune, the City's official newspaper; and

WHEREAS, upon receipt of submittals from multiple qualified consultants, the City scored the submittals and made selections according to RCW 39.80.050; and

WHEREAS, Herrera Environmental Consultants, Inc. was selected as one of the qualified consultants to provide engineering services as the need arises for the City of Edgewood;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement for engineering on-call services with Herrera Environmental Consultants, Inc., attached hereto as Exhibit A and incorporated herein by this reference, in an amount not to exceed \$500,000.00 over a three year period.

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

ADOPTED THIS 27TH DAY OF JULY, 2021

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A
On-Call Consultant Services Contract

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

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and Herrera Environmental Consultants, Inc., (hereinafter the "Consultant"), a Washington Corporation organized under the laws of the State of Washington located and doing business at 2200 Sixth Avenue, Suite 1100, Seattle, WA 98121.

RECITALS

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

WHEREAS, the Consultant has agreed to provide engineering on-call services;

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

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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 Five-Hundred Thousand Dollars (\$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 as outlined in Section II(D) below.

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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 31, 2024, 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 at any time prior to completion of the work described herein. 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, creed, religion, color, sex, sexual orientation, citizenship or immigration status, military or veteran status, national origin, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

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

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability,

including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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 at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

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.

- C. Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contributed with it.
- 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.
- F. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- G. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- H. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- I. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

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

The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement. In addition, all work of Consultant 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, regardless of independent contractor status.

XII. Compliance with Federal, State, and Local Laws

The Consultant shall 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.

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 Mayor of the City of Edgewood to 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: Joy Michaud, P.E.
Herrera Environmental Consultants, Inc.
2200 Sixth Avenue, Suite 00
Seattle, WA 98144

Phone: 206-441-9080

CITY:

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

Phone: 253-831-4266

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

XVII. Assignment

Consultant shall not assign this Agreement or subcontract or assign any of the work provided for herein without the prior written consent of the City.

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.

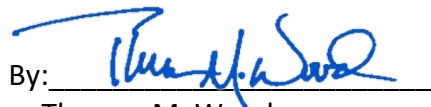
The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

XIX. Entire Agreement

This Agreement contains the entire agreement between the parties and the written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal or written agreements of the parties. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 27th day of July, 2021.

CONSULTANT

By: 
Theresa M. Wood
Vice President

CITY OF EDGEWOOD

By: _____
Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:



City Attorney

Exhibit A

Scope of Work

Provide support to City staff as needed to complete a variety of general municipal civil engineering ask and development project review support work that may include, but is not limited to, the following:

- Review of stormwater plans and Drainage Reports from applicants, on development and land use proposals as required, providing an evaluation of the information provided, the analysis methodology used, conformance with threshold determinations, and conclusions / recommendations made consistent with the 2015 Pierce County Stormwater Management and Site Development Manual and local code amendments (EMC 13.05.170).
- Development compliance inspection services, which may involve the following:
 - Observation of on-site soils and topography to confirm suitability of proposed stormwater management methods and facilities.
 - Site review of Best Management Practices (BMP's) as installed for conformance with approved plans and permits.
 - Inspection of roadway and other frontage improvements associated with development projects, including recommendations for acceptance.
- City-initiated project coordination and technical services based on task level assignments.
- General technical guidance on issues relative to surface water drainage, infiltration suitability, and potential for sub-surface groundwater flows.
- General technical guidance on issues relative to pedestrian mobility and ADA compliance.
- General technical guidance on roadway design and conformance with applicable standards.
- City Council and Hearing Examiner professional support as requested to respond to major policy issues and permit approvals or recommendations as a technical expert.

The Consultant will be expected to work directly with staff, primarily as a technical expert, as coordinated with the City's Community Development and/or Public Works Director(s). A lead staff member from each Department may be assigned to work directly with the Consultant to provide timely and efficient review and project delivery, providing direct support for public participation, formal hearings and project review. Work may also occasionally include consultant participation in City Council Study Sessions (1st and 3rd Tuesdays of the month), targeted project updates with staff at regular City Council meetings (2nd and 4th Tuesdays of the month), or attendance at and participation in City Hearings Examiner matters.

Exhibit B
Rate Schedule

City of Edgewood On-Call Consultant Services Herrera Environmental Consultants, Inc. Hourly Billing Rate Schedule				
Labor Category	2021 Maximum Hourly Billing Rate	2022 Maximum Hourly Billing Rate	2023 Maximum Hourly Billing Rate	2024 Maximum Hourly Billing Rate
President, Vice President	\$ 291	\$ 305	\$ 320	\$ 336
Engineer VI / Scientist VI / Planner VI / GIS Analyst VI	\$ 264	\$ 277	\$ 291	\$ 305
Engineer V / Scientist V / Planner V / GIS Analyst V	\$ 262	\$ 275	\$ 289	\$ 304
Engineer IV / Scientist IV / Planner IV / Landscape Architect IV / CAD Technician IV /GIS Analyst IV	\$ 206	\$ 216	\$ 227	\$ 238
Engineer III / Scientist III / Planner III / Landscape Architect III / CAD Technician III / GIS Analyst III	\$ 179	\$ 188	\$ 197	\$ 207
Engineer II / Scientist II / Planner II / Landscape Designer II / CAD Technician II / GIS Analyst II	\$ 155	\$ 163	\$ 171	\$ 179
Engineer I / Scientist I / Planner I / Landscape Designer I / CAD Technician I /GIS Analyst I	\$ 122	\$ 128	\$ 134	\$ 141
Intern	\$ 75	\$ 79	\$ 83	\$ 87
Accounting Administrator I, II, III, IV, V	\$ 196	\$ 206	\$ 217	\$ 227
Project Accountant I, II, III, IV	\$ 137	\$ 144	\$ 151	\$ 159
Administrative Coordinator II, III, IV / Word Processor II, III	\$ 126	\$ 132	\$ 138	\$ 145

Herrera adjusts salaries annually in January. Maximum hourly billing rates for 2022 thru 2024 include a 5% escalation.



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-0582 – Resolution 21-0582, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with Raedeke Associates, Inc	Agenda Item #:
	For Agenda of: 7/27/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. RESOLUTION NO. 21.0582 2. Raedeke Associates Contract (Signed)	
Approval of Materials: Jeremy Metzler Dave Gray 7/22/2021 Daryl Eidinger 7/22/2021	Expenditure Required: TBD
	Amount Budgeted: TBD
	Timeline: 07/27/2021 RCM

Summary Statement:

The City recently advertised a Request for Qualifications (RFQ) to professional consulting firms licensed under the laws of the State of Washington capable of performing a variety of on-call, as-needed consulting services. The City last executed on-call contracts in these disciplines in July 2018, and said contracts all expired on July 1, 2021. New contracts must be executed as soon as practicable in order to continue receiving said valuable on-call services.

Staff recommends executing a contract with Raedeke Associates, Inc. for Wetland / Critical Area Consulting. Attached is the proposed resolution authorizing execution of the attached contract. Please note the City's internal administrative & accounting control manual language identifies how on-call contracts are utilized in the City, and the contract language included herein makes clear there is no expectation on the part of the City or the Consultant as to any actual dollars being spent (i.e., no obligation to spend funds).

Item History:

07/20/2021 SS

Recommended Action:

MOTION to adopt **AB21-0582** – Resolution 21-0582, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with Raedeke Associates, Inc

Fiscal Note/Consideration:

This contract has a not to exceed amount of \$75,000.00 over the course of the next three (3) years. The actual expenditures must be appropriated annually by Council, and staff expects actual expenditures to be lower. This amount is due to executing contracts with multiple on-call vendors in each discipline, allowing the City

rapid access to specialty consulting if and when a particular firm may not be available, as the City needs this work done in a timely fashion. 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.

RESOLUTION NO. 21-0582

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR WETLANDS AND CRITICAL AREA ON-CALL SERVICES WITH RAEDEKE ASSOCIATES, INC. IN THE AMOUNT OF \$75,000.00 OVER A THREE-YEAR PERIOD.

WHEREAS, the City does not have the necessary staff to perform wetlands and critical area services required by the private development and capital project workload; and

WHEREAS, Chapter 39.80 RCW establishes the procedures for procurement of engineering services by the City; and

WHEREAS, the City advertised a Request for Qualifications (RFQ) in the Tacoma News Tribune, the City's official newspaper; and

WHEREAS, upon receipt of submittals from multiple qualified consultants, the City scored the submittals and made selections according to RCW 39.80.050; and

WHEREAS, Raedeke Associates, Inc. was selected as one of the qualified consultants to provide wetlands and critical area services as the need arises for the City of Edgewood;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement for wetland and critical area on-call services with Raedeke Associates, Inc., attached hereto as Exhibit A and incorporated herein by this reference, in an amount not to exceed \$75,000.00 over a three year period.

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

ADOPTED THIS 27TH DAY OF JULY, 2021

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A
On-Call Consultant Services Contract

**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, Suite 219, Seattle, WA 98133.

RECITALS

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

WHEREAS, the Consultant has agreed to provide wetlands and critical area on-call services;

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. 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 subconsultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with subconsultants 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 Seventy-Five Thousand Dollars (\$75,000.00) 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 as outlined in Section II(D) below.

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 31, 2024, 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 at any time prior to completion of the work described herein. 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, creed, religion, color, sex, sexual orientation, citizenship or immigration status, military or veteran status, national origin, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

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

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability,

including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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- H. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- I. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

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The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement. In addition, all work of Consultant 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, regardless of independent contractor status.

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The Consultant shall 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.

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.

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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.

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 Mayor of the City of Edgewood to 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.
2211 N. Northgate Way, Suite 219
Seattle, WA 98133

Phone: 206-525-8122
Fax: 206-526-2880

CITY:

Attn: Emily Arteche
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

Phone: 253-392-2557
With a copy to the "City Clerk" at the same address.

XVII. Assignment

Consultant shall not assign this Agreement or subcontract or assign any of the work provided for herein without the prior written consent of the City.

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.

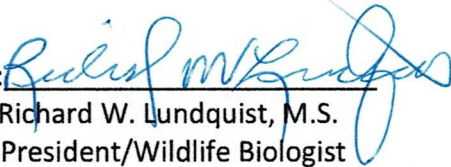
The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

XIX. Entire Agreement

This Agreement contains the entire agreement between the parties and the written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal or written agreements of the parties. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 27th day of July, 2021.

CONSULTANT

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

CITY OF EDGEWOOD

By: _____
Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:



City Attorney

Exhibit A

Scope of Work

The general municipal wetland and critical area support work may include, but is not limited to the following:

- The consultant will perform wetland and critical area review for substantial conformance with Title 14 EMC (Critical Areas), delineation and reporting services for both public (City initiated) and private project applications in accordance with the most current version of the development codes and standards as adopted by the City of Edgewood. Should corrections be required, the consultant will provide the City with specific details regarding incomplete or incorrect items on the plans, and a description of what corrections or additions are required as well as references to the specific, applicable code sections relating to the deficiencies. Attendance at preliminary application or site review or other meetings may be required occasionally.
- As directed, periodically provide support before the Edgewood City Council and prepare reports and/or testify before the Edgewood Hearing Examiner as a subject matter expert.
- Provide task level support for code updates and compliance efforts related to wetland and critical area compliance and permitting.

Exhibit B
Rate Schedule

RAEDEKE ASSOCIATES, INC.
Hourly Rates and Expenses

Confidential Information
Effective as of January 2021

HOURLY RATES	
CATEGORY	RATE
Senior Principal	\$229.00
Associate Principal	\$206.00
Senior Scientist & Planner	\$170.00
Staff Scientist & Planner	\$148.00
Technical Staff III	\$130.00
Technical Staff II	\$120.00
Technical Staff I	\$106.00
Project/ Contract Administrator	\$110.00
Technical and Admin. Support Staff	\$89.00
Field Technician	\$72.00
EXPENSES	
Direct Charges	
Vehicle Mileage	\$0.56/mile, or current Federal rate
Fax	\$0.50 per page
B & W Photocopies (Letter / 11x17)	\$0.10/\$0.20 per page
Color Photocopies (Letter / 11x17)	\$0.20/\$0.40 per page
Color Plotting (24x36)	\$12.00 per page
Direct Charges Plus 10%	
Per Diem	Courier/Express Delivery
Lodging	Postage
Travel (Airfare, Parking, Tolls, Ferry Fares)	Reproduction/Plotting Graphics
Rental Vehicle	Subcontractors
Notary Services	Field Supplies

Rate sheet – rev 12/14/20



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-0585 – Resolution 21-0585, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with SCJ Alliance	Agenda Item #:
	For Agenda of: 7/27/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. RESOLUTION NO. 21.0585 2. SCJ Alliance Contract (Signed)	
Approval of Materials: Jeremy Metzler Dave Gray 7/22/2021 Daryl Eidinger 7/22/2021	Expenditure Required: TBD
	Amount Budgeted: TBD
	Timeline: 07/27/2021 RCM

Summary Statement:

The City recently advertised a Request for Qualifications (RFQ) to professional consulting firms licensed under the laws of the State of Washington capable of performing a variety of on-call, as-needed consulting services. The City last executed on-call contracts in these disciplines in July 2018, and said contracts all expired on July 1, 2021. New contracts must be executed as soon as practicable in order to continue receiving said valuable on-call services.

Staff recommends executing a contract with SCJ Alliance for Planning services. Attached is the proposed resolution authorizing execution of the attached contract. Please note the City's internal administrative & accounting control manual language identifies how on-call contracts are utilized in the City, and the contract language included herein makes clear there is no expectation on the part of the City or the Consultant as to any actual dollars being spent (i.e., no obligation to spend funds).

Item History:

07/20/2021 SS

Recommended Action:

MOTION to adopt **AB21-0585** – Resolution 21-0585, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with SCJ Alliance

Fiscal Note/Consideration:

This contract has a not to exceed amount of \$200,000.00 over the course of the next three (3) years. The actual expenditures must be appropriated annually by Council, and staff expects actual expenditures to be lower. This amount is due to executing contracts with multiple on-call vendors in each discipline, allowing the

City rapid access to specialty consulting if and when a particular firm may not be available, as the City needs this work done in a timely fashion. 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.

RESOLUTION NO. 21-0585

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR PLANNING ON-CALL SERVICES WITH SCJ ALLIANCE IN THE AMOUNT OF \$200,000.00 OVER A THREE-YEAR PERIOD.

WHEREAS, the City does not have the necessary staff, to perform planning services required by the private development and capital project workload; and

WHEREAS, the City advertised a Request for Qualifications (RFQ) in the Tacoma News Tribune, the City's official newspaper; and

WHEREAS, upon receipt of submittals from multiple qualified consultants, the City then scored the submittals and made selections; and

WHEREAS, SCJ Alliance was selected as one of the qualified consultants to provide planning services as the need arises for the City of Edgewood;

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

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

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

ADOPTED THIS 27TH DAY OF JULY, 2021

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A
On-Call Consultant Services Contract

**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 Shea Carr & Jewell, Inc., (hereinafter the "Consultant"), a Washington Corporation organized under the laws of the State of Washington located and doing business at 8730 Tallon Lane NE, Suite 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;

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. 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 subconsultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with subconsultants 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 Thousand Dollars (\$200,000.00) 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 as outlined in Section II(D) below.

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 31, 2024, 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 at any time prior to completion of the work described herein. 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, creed, religion, color, sex, sexual orientation, citizenship or immigration status, military or veteran status, national origin, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

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

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability,

including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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 at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

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.

- C. Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contributed with it.
- 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.
- F. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- G. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- H. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- I. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

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

The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement. In addition, all work of Consultant 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, regardless of independent contractor status.

XII. Compliance with Federal, State, and Local Laws

The Consultant shall 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.

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 Mayor of the City of Edgewood to 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: Dan Penrose, AICP
SCJ Alliance
8730 Tallon Lane NE, Suite 200
Lacey, WA 98516

Phone: 360-352-1465
Fax: 360-352-1509

CITY:

Attn: Darren Groth
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

Phone: 253-831-4249
With a copy to the "City Clerk" at the same address.

XVII. Assignment

Consultant shall not assign this Agreement or subcontract or assign any of the work provided for herein without the prior written consent of the City.

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

This Agreement contains the entire agreement between the parties and the written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal or written agreements of the parties. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 27th day of July, 2021.

CONSULTANT

By: _____

Amy Head
Principal

CITY OF EDGEWOOD

By: _____

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A

Scope of Work

Provide support to City staff as needed to complete a variety of general municipal planning, and development project review support work that may include, but is not limited to, the following:

- Review of project permit applications for code compliance in a timely manner, keeping in mind the deadlines for the City to issue a final decision by law.
- Communicate and coordinate with applicants, their consultants, and other City department staff.
- Prepare staff reports and recommendations in a timely manner.
- Present reports to and/or testify before the City's Hearing Examiner, Planning Commission, and City Council (as needed).
- Keep track of project permit applications in the review process, to ensure that a final decision issues in a timely manner.
- Provide additional planning services as requested.

Exhibit B
Rate Schedule



SCJ Alliance
Billing Rate Schedule – May 2020

Classification	Hourly Billing Rate
Senior Principal Consultant	\$250.00 - \$350.00
Principal	\$185.00 - \$270.00
Principal Landscape Architect	\$160.00 - \$190.00
Senior Consultant	\$190.00 - \$275.00
Senior Project Manager	\$160.00 - \$210.00
Project Manager	\$125.00 - \$170.00
Project Engineer II	\$120.00 - \$150.00
Project Engineer I	\$110.00 - \$140.00
Senior Design Engineer	\$120.00 - \$170.00
Design Engineer	\$90.00 - \$125.00
Senior Designer	\$110.00 - \$160.00
Designer	\$80.00 - \$115.00
Project Landscape Architect	\$115.00 - \$160.00
Landscape Architect I	\$100.00 - \$135.00
Landscape Designer	\$80.00 - \$110.00
Senior Planner	\$120.00 - \$175.00
Planner	\$95.00 - \$140.00
Environmental Scientist	\$155.00 - \$170.00
Senior Transportation Planner	\$125.00 - \$175.00
Transportation Planner	\$100.00 - \$130.00
Construction Inspector	\$75.00 - \$110.00
Graphic Designer	\$95.00 - \$115.00
Project Coordinator II	\$95.00 - \$125.00
Project Coordinator I	\$80.00 - \$105.00
Project Accountant	\$100.00 - \$130.00
Administrative Assistant	\$70.00 - \$80.00
Information Services Manager	\$170.00 - \$180.00
Information Technology Specialist	\$85.00 - \$135.00
Communications Manager	\$120.00 - \$140.00
Communications Specialist	\$80.00 - \$95.00
Senior Marketing Coordinator	\$125.00 - \$145.00
Technician	\$70.00 - \$90.00
<u>Other Fees:</u>	
Direct project expenses and reproduction costs are billed at cost plus 10%	
<u>Reimbursable Expenses:</u>	
- Mileage - Mylar - Reports	\$0.65/Mile \$20.00/Sheet \$35.00/Each



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-0586 – Resolution 21-0586, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with Transpo Group	Agenda Item #:
	For Agenda of: 7/27/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. RESOLUTION NO. 21.0586 2. Transpo Group Contract (Signed)	
Approval of Materials: Jeremy Metzler Dave Gray 7/22/2021 Daryl Eidinger 7/22/2021	Expenditure Required: TBD
	Amount Budgeted: TBD
	Timeline: 07/27/2021 RCM

Summary Statement:

The City recently advertised a Request for Qualifications (RFQ) to professional consulting firms licensed under the laws of the State of Washington capable of performing a variety of on-call, as-needed consulting services. The City last executed on-call contracts in these disciplines in July 2018, and said contracts all expired on July 1, 2021. New contracts must be executed as soon as practicable in order to continue receiving said valuable on-call services.

Staff recommends executing a contract with Transpo Group for Transportation Planning and Engineering. Attached is the proposed resolution authorizing execution of the attached contract. Please note the City's internal administrative & accounting control manual language identifies how on-call contracts are utilized in the City, and the contract language included herein makes clear there is no expectation on the part of the City or the Consultant as to any actual dollars being spent (i.e., no obligation to spend funds).

Item History:

07/20/2021 SS

Recommended Action:

MOTION to adopt **AB21-0586** – Resolution 21-0586, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with Transpo Group

Fiscal Note/Consideration:

This contract has a not to exceed amount of \$750,000.00 over the course of the next three (3) years. The actual expenditures must be appropriated annually by Council, and staff expects actual expenditures to be lower. This amount is due to executing contracts with multiple on-call vendors in each discipline, allowing the

City rapid access to specialty consulting if and when a particular firm may not be available, as the City needs this work done in a timely fashion. 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.

RESOLUTION NO. 21-0586

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR TRANSPORTATION PLANNING AND ENGINEERING ON-CALL SERVICES WITH TRANSPOR GROUP USA, INC. IN THE AMOUNT OF \$750,000.00 OVER A THREE-YEAR PERIOD.

WHEREAS, the City does not have the necessary staff, to perform transportation planning and engineering services required by the private development and capital project workload; and

WHEREAS, Chapter 39.80 RCW establishes the procedures for procurement of engineering services by the City; and

WHEREAS, the City advertised a Request for Qualifications (RFQ) in the Tacoma News Tribune, the City's official newspaper; and

WHEREAS, upon receipt of submittals from multiple qualified consultants, the City scored the submittals and made selections according to RCW 39.80.050; and

WHEREAS, Transpo Group USA, Inc. was selected as one of the qualified consultants to provide transportation planning and engineering services as the need arises for the City of Edgewood;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement for transportation planning and engineering on-call services with Transpo Group USA, Inc., attached hereto as Exhibit A and incorporated herein by this reference, in an amount not to exceed \$750,000.00 over a three year period.

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

ADOPTED THIS 27TH DAY OF JULY, 2021

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A
On-Call Consultant Services Contract

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

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and Transpo Group USA, Inc., (hereinafter the "Consultant"), a Washington Corporation organized under the laws of the State of Washington located and doing business at 12131 113th Avenue NE, Suite 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;

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. 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 subconsultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with subconsultants 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 as outlined in Section II(D) below.

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 31, 2024, 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 at any time prior to completion of the work described herein. 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, creed, religion, color, sex, sexual orientation, citizenship or immigration status, military or veteran status, national origin, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

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

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability,

including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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 at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
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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.

- C. Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contributed with it.
- 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.
- F. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- G. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- H. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- I. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

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

The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement. In addition, all work of Consultant 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, regardless of independent contractor status.

XII. Compliance with Federal, State, and Local Laws

The Consultant shall 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.

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 Mayor of the City of Edgewood to 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, P.E.
Transpo Group USA, Inc.
12131 113th Avenue NE, Suite 203
Kirkland, WA 98034

Phone: 425-821-3665

CITY:

Attn: Chuck Hendricksen
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

Phone: 253-392-2560

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

XVII. Assignment

Consultant shall not assign this Agreement or subcontract or assign any of the work provided for herein without the prior written consent of the City.

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

This Agreement contains the entire agreement between the parties and the written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal or written agreements of the parties. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 27th day of July, 2021.

CONSULTANT

By: _____

Jon Pascal, P.E.

Project Manager, Principal-in-Charge

CITY OF EDGEWOOD

By: _____

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A

Scope of Work

Provide support to City staff as needed to complete a variety of general municipal transportation planning, engineering and development project review support work that may include, but is not limited to, the following:

- Task based transportation planning and engineering services necessary to support efficient project review and implementation by the City of Edgewood.
- Review of development projects, including project-specific Traffic Impact Analysis (TIA), submitted as part of a project review.
- Site inspections for new development and permit compliance related to transportation infrastructure and related systems.
- Maintain the City's concurrency program traffic model and track development projects.
- Traffic Impact Fee review and technical support.
- Public Hearing support before the Hearing Examiner.
- City Council technical support on major policy discussions.
- Provide support on City transportation capital projects and grants as requested.
- Develop and recommend draft transportation standards and roadway designs consistent with City policy and standards.

The Consultant will be expected to work directly with staff, primarily as a technical expert, as coordinated with the City's Community Development and Public Works Directors. A lead staff member from each Department may be assigned to work directly with the Consultant to provide timely and efficient review and project delivery, providing direct support for public participation, formal hearings and project review. Work may also occasionally include consultant participation in City Council Study Sessions (1st and 3rd Tuesdays of the month), targeted project updates with staff at regular City Council meetings (2nd and 4th Tuesdays of the month), or attendance at and participation in City Hearings Examiner matters.

**Exhibit B
Rate Schedule**

Transpo Billing Rate Range Schedule

Category	Billing Rate Range	
	Min	Max
Engineer/Planner/Analyst/Principal/Director - Level 7	\$220	\$315
Engineer/Planner/Analyst/Assoc Prin/Proj Adm - Level 6	\$180	\$240
Engineer/Planner/Analyst/Proj Adm - Level 5	\$160	\$210
Engineer/Planner/Analyst/Proj Adm - Level 4	\$135	\$170
Engineer/Planner/Analyst/Proj Adm - Level 3	\$100	\$145
Engineer/Planner/Analyst/Proj Adm - Level 2	\$100	\$135
Engineer/Planner/Analyst/Proj Adm - Level 1	\$35	\$115



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-0587 – Resolution 21-0587, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with Transportation Solutions, Inc	Agenda Item #:
	For Agenda of: 7/27/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. RESOLUTION NO. 21.0587 2. Transportation Solutions Contract (Signed)	
Approval of Materials: Jeremy Metzler Dave Gray 7/22/2021 Daryl Eidinger 7/22/2021	Expenditure Required: TBD
	Amount Budgeted: TBD
	Timeline: 07/27/2021 RCM

Summary Statement:

The City recently advertised a Request for Qualifications (RFQ) to professional consulting firms licensed under the laws of the State of Washington capable of performing a variety of on-call, as-needed consulting services. The City last executed on-call contracts in these disciplines in July 2018, and said contracts all expired on July 1, 2021. New contracts must be executed as soon as practicable in order to continue receiving said valuable on-call services.

Staff recommends executing a contract with Transportation Solutions, Inc. for Transportation Planning and Engineering. Attached is the proposed resolution authorizing execution of the attached contract. Please note the City's internal administrative & accounting control manual language identifies how on-call contracts are utilized in the City, and the contract language included herein makes clear there is no expectation on the part of the City or the Consultant as to any actual dollars being spent (i.e., no obligation to spend funds).

Item History:

07/20/2021 SS

Recommended Action:

MOTION to adopt **AB21-0587** – Resolution 21-0587, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with Transportation Solutions, Inc

Fiscal Note/Consideration:

This contract has a not to exceed amount of \$500,000.00 over the course of the next three (3) years. The actual expenditures must be appropriated annually by Council, and staff expects actual expenditures to be lower. This amount is due to executing contracts with multiple on-call vendors in each discipline, allowing the

City rapid access to specialty consulting if and when a particular firm may not be available, as the City needs this work done in a timely fashion. 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.

RESOLUTION NO. 21-0587

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR TRANSPORTATION PLANNING AND ENGINEERING ON-CALL SERVICES WITH TRANSPORTATION SOLUTIONS, INC. IN THE AMOUNT OF \$500,000.00 OVER A THREE-YEAR PERIOD.

WHEREAS, the City does not have the necessary staff, to perform transportation planning and engineering services required by the private development and capital project workload; and

WHEREAS, Chapter 39.80 RCW establishes the procedures for procurement of engineering services by the City; and

WHEREAS, the City advertised a Request for Qualifications (RFQ) in the Tacoma News Tribune, the City's official newspaper; and

WHEREAS, upon receipt of submittals from multiple qualified consultants, the City scored the submittals and made selections according to RCW 39.80.050; and

WHEREAS, Transportation Solutions, Inc. was selected as one of the qualified consultants to provide transportation planning and engineering services as the need arises for the City of Edgewood;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement for transportation planning and engineering on-call services with Transportation Solutions, Inc., attached hereto as Exhibit A and incorporated herein by this reference, in an amount not to exceed \$500,000.00 over a three year period.

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

ADOPTED THIS 27TH DAY OF JULY, 2021

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A
On-Call Consultant Services Contract

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

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and Transportation Solutions, Inc., (hereinafter the "Consultant"), a Washington Corporation organized under the laws of the State of Washington located and doing business at 16932 Woodinville-Redmond Road, Suite A206, Woodinville, WA 98072.

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;

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

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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 as outlined in Section II(D) below.

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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.

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However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability,

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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

The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement. In addition, all work of Consultant 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, regardless of independent contractor status.

XII. Compliance with Federal, State, and Local Laws

The Consultant shall 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.

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 Mayor of the City of Edgewood to 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: Andrew L. Bratlien, P.E.
Transportation Solutions, Inc.
16932 Woodinville-Redmond Road, Suite A206
Woodinville, WA 98072

Phone: 425-883-4134

CITY:

Attn: Chuck Hendricksen
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

Phone: 253-392-2560

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

XVII. Assignment

Consultant shall not assign this Agreement or subcontract or assign any of the work provided for herein without the prior written consent of the City.

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.

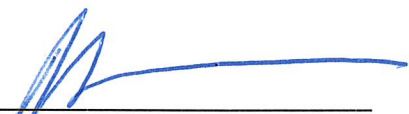
The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

XIX. Entire Agreement

This Agreement contains the entire agreement between the parties and the written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal or written agreements of the parties. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 27th day of July, 2021.

CONSULTANT

By: 

Victor L. Salemann, P.E.
President/Principal-in-Charge

CITY OF EDGEWOOD

By: _____
Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:



City Attorney

Exhibit A

Scope of Work

Provide support to City staff as needed to complete a variety of general municipal transportation planning, engineering and development project review support work that may include, but is not limited to, the following:

- Task based transportation planning and engineering services necessary to support efficient project review and implementation by the City of Edgewood.
- Review of development projects, including project-specific Traffic Impact Analysis (TIA), submitted as part of a project review.
- Site inspections for new development and permit compliance related to transportation infrastructure and related systems.
- Maintain the City's concurrency program traffic model and track development projects.
- Traffic Impact Fee review and technical support.
- Public Hearing support before the Hearing Examiner.
- City Council technical support on major policy discussions.
- Provide support on City transportation capital projects and grants as requested.
- Develop and recommend draft transportation standards and roadway designs consistent with City policy and standards.

The Consultant will be expected to work directly with staff, primarily as a technical expert, as coordinated with the City's Community Development and Public Works Directors. A lead staff member from each Department may be assigned to work directly with the Consultant to provide timely and efficient review and project delivery, providing direct support for public participation, formal hearings and project review. Work may also occasionally include consultant participation in City Council Study Sessions (1st and 3rd Tuesdays of the month), targeted project updates with staff at regular City Council meetings (2nd and 4th Tuesdays of the month), or attendance at and participation in City Hearings Examiner matters.

**Exhibit B
Rate Schedule**

Transportation Solutions, Inc.

**2021
HOURLY BILLING RATES**

Name	Title	Classification	Hourly Billing Rate
Victor L. Salemann	President	Engineer VIII	\$253.50
Kirk Harris	Principal	Engineer VIII	\$253.50
Jeffrey P.K. Hee	Sr. Trans Engineer	Engineer V	\$182.00
Andrew L. Bratlien	Sr. Trans Engineer	Engineer V	\$182.00
Michelle L. Mach	Sr. Trans Engineer	Engineer V	\$182.00
Mike Schaefer	Sr. Engineering Tech	Drafting Technician 3	\$167.00
Eric Jackson	Sr. Engineering Tech	Drafting Technician 3	\$140.00
Daniel Hodun	Engineer I	Engineer I	\$108.00
Jennifer Salemann	Planner III	Trans. Planning Specialist 3	\$113.00
Jill Berberich	Office Manager	Administrative Assistant 5	\$124.00

EXPENSES

Reimbursable Expenses	No Markup
Sub-consultant invoices	No Markup

Billing rates are subject to change during the year to reflect staff changes.



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-0588 – Resolution 21-0588, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with West Coast Code Consultants Inc (WC3)	Agenda Item #:
	For Agenda of: 7/27/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. RESOLUTION NO. 21.0588 2. West Coast Code Consultants Contract (Signed)	
Approval of Materials: Jeremy Metzler Dave Gray 7/22/2021 Daryl Eidinger 7/22/2021	Expenditure Required: TBD
	Amount Budgeted: TBD
	Timeline: 07/27/2021 RCM

Summary Statement:

The City recently advertised a Request for Qualifications (RFQ) to professional consulting firms licensed under the laws of the State of Washington capable of performing a variety of on-call, as-needed consulting services. The City last executed on-call contracts in these disciplines in July 2018, and said contracts all expired on July 1, 2021. New contracts must be executed as soon as practicable in order to continue receiving said valuable on-call services.

Staff recommends executing a contract with West Coast Code Consultants, Inc. (WC3) for Building department Support and Fire Protection Engineering. Attached is the proposed resolution authorizing execution of the attached contract. Please note the City's internal administrative & accounting control manual language identifies how on-call contracts are utilized in the City, and the contract language included herein makes clear there is no expectation on the part of the City or the Consultant as to any actual dollars being spent (i.e., no obligation to spend funds).

Item History:

07/20/2021 SS

Recommended Action:

MOTION to adopt **AB21-0588** – Resolution 21-0588, authorizing the Mayor to execute a Professional Services Agreement for On-Call Services with West Coast Code Consultants Inc (WC3)

Fiscal Note/Consideration:

This contract has a not to exceed amount of \$200,000.00 over the course of the next three (3) years. The

actual expenditures must be appropriated annually by Council, and staff expects actual expenditures to be lower. This amount is due to executing contracts with multiple on-call vendors in each discipline, allowing the City rapid access to specialty consulting if and when a particular firm may not be available, as the City needs this work done in a timely fashion. 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.

RESOLUTION NO. 21-0588

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR BUILDING DEPARTMENT SUPPORT AND FIRE PROTECTION ENGINEERING ON-CALL SERVICES WITH WEST COAST CODE CONSULTANTS, INC. (WC3) IN THE AMOUNT OF \$200,000.00 OVER A THREE-YEAR PERIOD.

WHEREAS, the City does not have the necessary staff, to perform building department support and fire protection engineering services required by the private development and capital project workload; and

WHEREAS, Chapter 39.80 RCW establishes the procedures for procurement of engineering services by the City; and

WHEREAS, the City advertised a Request for Qualifications (RFQ) in the Tacoma News Tribune, the City's official newspaper; and

WHEREAS, upon receipt of submittals from multiple qualified consultants, the City scored the submittals and made selections according to RCW 39.80.050; and

WHEREAS, West Coast Code Consultants, Inc. was selected as one of the qualified consultants to provide building department support and fire protection engineering services as the need arises for the City of Edgewood;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement for building department support and fire protection engineering on-call services with West Coast Code Consultants, Inc., attached hereto as Exhibit A and incorporated herein by this reference, in an amount not to exceed \$200,000.00 over a three year period.

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

ADOPTED THIS 27TH DAY OF JULY, 2021

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A
On-Call Consultant Services Contract

**ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
WEST COAST CODE CONSULTANTS, INC. (WC³)**

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and West Coast Code Consultants, Inc. (hereinafter the "Consultant"), a Corporation organized under the laws of the State of California located and doing business at 19109 36th Avenue W, Suite 207, Lynnwood, WA 98036.

RECITALS

WHEREAS, the City requires the provision of building department support and fire protection engineering on-call services; and

WHEREAS, the Consultant has agreed to provide building department support and fire protection engineering on-call services;

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. 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 subconsultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with subconsultants 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 Thousand Dollars (\$200,000.00) 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 as outlined in Section II(D) below.

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 31, 2024, 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 at any time prior to completion of the work described herein. 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, creed, religion, color, sex, sexual orientation, citizenship or immigration status, military or veteran status, national origin, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

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

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability,

including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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 at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

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.

- C. Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contributed with it.
- 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.
- F. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- G. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- H. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- I. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

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

The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement. In addition, all work of Consultant 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, regardless of independent contractor status.

XII. Compliance with Federal, State, and Local Laws

The Consultant shall 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.

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 Mayor of the City of Edgewood to 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: Martha (Marty) Gillis, CBO
West Coast Code Consultants, Inc. (WC³)
19109 36th Avenue W, Suite 207
Lynnwood, WA 98036

Phone: 425-582-1719

CITY:

Attn: James Tumelson
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

Phone: 253-831-4253

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

XVII. Assignment

Consultant shall not assign this Agreement or subcontract or assign any of the work provided for herein without the prior written consent of the City.

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

This Agreement contains the entire agreement between the parties and the written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal or written agreements of the parties. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 27th day of July, 2021.

CONSULTANT

By: 
Martha (Marty) Gillis, CBO
NW Regional Manager/Project
Manager

CITY OF EDGEWOOD

By: _____
Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:


City Attorney

Exhibit A

Scope of Work

Building Department support services are intended to supplement the City's existing Building Department plan review and building inspection staff with supplemental on-call services to meet peak project review needs. The general municipal building plan review and inspection support work may include, but is not limited to the following:

In accordance with the currently adopted City of Edgewood codes, the consultant will be expected to perform building plan reviews for a full range of residential and non-residential building types that may include, but are not limited to structural, energy code, barrier free, mechanical and plumbing plans submitted with building applications to the City of Edgewood. Should corrections be required, the consultant will provide the City with specific details regarding incomplete or incorrect items on the plans and a description of what corrections or additions are required as well as references to the specific, applicable code sections relating to the deficiencies. Attendance at preliminary review or other meetings may be required occasionally and the City may request that some inspection services be provided with some projects or to meet peak activity demand.

Fire Protection Engineering services are intended to support the City's existing Building Department plan review and building inspection staff with on-call services specific to this discipline, with a focus on multi-story buildings and smoke control. The plan review and inspection support work may include, but is not limited to the following:

In accordance with the currently adopted City of Edgewood codes, the consultant will be expected to perform building plan reviews for a full range of residential and non-residential building types that may include, but are not limited to fire protection, suppression, and smoke control plans submitted with building applications to the City of Edgewood. Should corrections be required, the consultant will provide the City with specific details regarding incomplete or incorrect items on the plans and a description of what corrections or additions are required as well as references to the specific, applicable code sections relating to the deficiencies. Attendance at preliminary review or other meetings may be required, and the City may request that inspection services be provided specific to this discipline.

Exhibit B Rate Schedule

Hourly Review Rates:

The following review services are provided using an hourly rate.

Hourly Rates

Service	Rate (per hour)
Building Official or Consulting	\$120
Structural Engineer, P.E., S.E.	\$110-\$130 DOE
Plan Review	\$105
Fire Review	\$105
Building Inspector	\$95-\$105 DOE
Fire Inspector	\$105
Electrical Inspector	\$100-\$105 DOE
Permit Technician	\$85
Education/Instructor	\$105
Seminars	\$1,200 per day

**All rates require a minimum charge of 1 hour.*

**Education: Requires 1 hour of prep time for every 3 hours teaching time with a minimum charge of 1 hour.*

**Expedited service will be assessed using 1.5% of the hourly rate schedule.*

**Meeting attendance rates are hourly portal to portal. Mileage reimbursement based on current federal rate.*

**Some reviews require the expertise of P.E.'s or S.E.'s. Authorization by Jurisdiction staff will be requested for these services.*

**Inspection services will be provided using the hourly rate schedule. Inspection rates are portal to portal with a minimum time of 4 hours per day charge.*

**All fees and rates are subject to annual review, periodic increases, and acceptance by the City.*

Reimbursable Costs

Plan Review

Reimbursement of the direct cost of expenses related to the return of plans and permit documents such as courier service, mileage at the current federal rate, postage or shipping of plans or other permit documents. Every effort will be made to utilize the most expedient and affordable method of delivery. No mark-up of charges will be made.

Inspections

Trip Fee: To offset the cost of deploying inspection staff to the City.	\$60 per day
Mileage: When consultant staff uses personal vehicles for inspections. (In city mileage only, not portal to portal)	Current IRS rate
Reimbursable Expenses: City pre-approved expense.	Actual cost without mark-up

Jurisdiction Authorized Meetings

Reimbursement of the direct cost of expenses related to attendance at City authorized meetings such as, mileage (portal to portal from the Lynnwood WA Office) at the current federal rate, and parking fees. Every effort will be made to utilize the most expedient and affordable methods. No mark-up of charges will be made.

Invoicing

- Invoices shall be generated upon completion of 1st review, subsequent review, and at final approval with all supporting documents required by the Jurisdiction and the Consultant. The Consultant services shall be invoiced for services provided and are not dependent on achieving sufficient resolution needed to approve permit issuance.
- Invoices shall be submitted electronically to the Jurisdiction by the 10th day of each month.
- The Jurisdiction shall notify the Consultant of any discrepancy, and the Consultant shall correct accordingly.
- Invoices shall be paid within a maximum of 30 days of receipt, unless mutually agreed by the Jurisdiction and Consultant.



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-0608 – adopting Ordinance 21-0608, amending chapter 4.30 of the Edgewood Municipal Code related to Traffic Impact Fees	Agenda Item #: 5.A
	For Agenda of: 7/27/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. ORDINANCE NO. 21.0608, AMENDING CHAPTER 4.30 OF THE EDGEWOOD MUNICIPAL CODE RELATED TO TRANSPORTATION IMPACT FEES	
Approval of Materials: Jeremy Metzler Dave Gray 7/22/2021 Daryl Eidinger 7/22/2021	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 07/27/2021 RCM

Summary Statement:

As currently codified, Traffic Impact Fees are established and regulated under Edgewood Municipal Code (EMC) Chapter 4.30. This section of code specifically references “*the City of Edgewood Transportation Impact Fee Program Report dated October 2016, attached hereto as Exhibit A*”. Due to this very direct reference, any updates to the City’s Transportation Impact Fee (TIF) program and/or fee would require an amendment to EMC.

With this chapter of code qualifying as a development regulation under GMA, amendments to this chapter require consideration by the Planning Commission and appropriate notice to the Department of Commerce. The Planning Commission held a public hearing on this matter at their June 14, 2021 meeting and passed the attached recommendation to the Council. Also attached for reference is the Department of Commerce's acknowledgement letter, stating that the noticing period ended on July 25, 2021. A public hearing was held at the July 13, 2021 Regular Council Meeting, and no public comments were received.

Finally, the TIF program and fee are not in and of themselves considered to be development regulations. The attached code amendment removes the specific reference mentioned above, allowing the Council to update the TIF program and fee by ordinance in the future (without the need to amend the EMC).

Item History:

07/06/2021 SS
07/13/2021 RCM PH
07/20/2021 SS

Recommended Action:

MOTION to adopt **AB21-0608** – adopting Ordinance 21-0608, amending chapter 4.30 of the Edgewood

Municipal Code related to Traffic Impact Fees

Fiscal Note/Consideration:

Following approval of this ordinance, review and/or revision of the TIF program and/or fee could be accomplished by Council ordinance at a future date without the need to amend the EMC. There are no changes to the TIF program and/or fee proposed under this item at this time.

ORDINANCE NO. 21-0608

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
EDGEWOOD, PIERCE COUNTY, WASHINGTON, AMENDING
CHAPTER 4.30 OF THE EDGEWOOD MUNICIPAL CODE
RELATED TO TRANSPORTATION IMPACT FEES;
PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN
EFFECTIVE DATE**

WHEREAS, the City of Edgewood imposes a transportation impact fee, as authorized by Chapters 36.70A and 82.02 RCW, to ensure that public facilities and services necessary to support development are adequate and that new development pays a proportionate share of the costs or new facilities and services; and

WHEREAS, Chapter 4.30 of the Edgewood Municipal Code (“EMC”) establishes the standards, procedures, projects, and fees that apply to transportation impacts; and

WHEREAS, the EMC, as currently written, requires an amendment to the code whenever updates to the project list and/or fees are necessary; and

WHEREAS, the Planning Commission held a Public Hearing at their June 14, 2021 meeting and made a recommendation to the City Council; and

WHEREAS, the City Council considered the Planning Commission’s recommendation at their July 6, 2021 study session;

WHEREAS, the City Council held a Public Hearing at their July 13, 2021 regular meeting;

WHEREAS, the City Council has determined that amendments to the EMC would provide the City with greater flexibility whenever updates are needed, considering said code amendment at their July 20, 2021 study session and July 27, 2021 regular meeting;

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

Section 1. EMC Section 4.30.075, Project list, Amended. EMC Section 4.30.075, Project list, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 2. EMC Section 4.30.090, Impact fee adjustments, independent calculations, Amended. EMC Section 4.30.090, Impact fee adjustments, independent calculations, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 3. EMC Section 4.30.100, Impact fee credits, Amended. EMC Section 4.30.100, Impact fee credits, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 4. EMC Section 4.30.130, Council review of impact fees, Amended. EMC Section 4.30.130, Council review of impact fees, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 5. EMC Section 4.30.150, Impact fee calculations, Amended. EMC Section 4.30.150, Impact fee calculations, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 6. EMC Section 4.30.160, Schedule of fees, Amended. EMC Section 4.30.160, Schedule of fees, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 7. EMC Section 4.30.190, Repealed. EMC Section 4.30.190 is hereby repealed in its entirety, as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 8. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 9. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication. The full text of this Ordinance shall be mailed without charge, upon request.

PASSED BY THE CITY COUNCIL ON THE 27TH DAY OF JULY, 2021

Mayor Daryl Eiding

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:



City Attorney, Ann Marie J. Soto

Date of Publication: July 29, 2021
Effective Date: August 3, 2021

Exhibit A

4.30.075 Project list.

A. The director shall annually review the city's six-year road plan and shall:

1. Identify each project in the comprehensive plan that is growth-related and the proportion of each such project that is growth-related;
2. Forecast the total money available from taxes and other public sources for transportation improvements for the next six years;
3. Update the population, building activity and demand and supply data for transportation facilities and the impact fee schedule for the next six-year period;
4. Calculate the amount of impact fees already paid;
5. Identify those comprehensive plan projects that have been or are being built but whose performance capacity has not been fully utilized.

B. The director shall use this information to prepare an annual draft amendment to the project list and to the fee schedule ~~in Exhibit A attached to the ordinance codified~~adopted pursuant to ~~in~~ this chapter, which shall comprise:

1. The projects in the comprehensive plan that are growth-related and that should be funded with forecast public monies and the impact fees already paid; and
2. The projects in the comprehensive plan that are growth-related and that should be funded with forecast public monies and the impact fees already paid; and
3. The projects already built or funded pursuant to this chapter whose performance capacity has not been fully utilized.

C. The city council, at the same time that it adopts the annual budget and appropriates funds for capital improvement projects, shall, by separate ordinance, establish the annual project list by adopting, with or without modification, the director's draft amendment.

D. Once a project is integrated into the project list and fee schedule ~~in Exhibit A~~, a fee shall be imposed on every development until the project is removed from the project list by one of the following means:

1. The city council by ordinance removes the project from the project list, in which case the fees already collected will be refunded if necessary to ensure that impact fees remain reasonably related to transportation impacts of development that have paid an impact fee; provided, that a refund shall not be necessary if the council transfers the fees to the budget of another project that the council determines will mitigate essentially the same transportation impacts; or
2. The capacity created by the project has been fully utilized, in which case the director shall remove the project from the project list.

4.30.090 Impact fee adjustments, independent calculations.

An applicant may request an adjustment to the impact fees determined, in accordance with RCW 82.02.060(6), according to the fee schedule adopted ~~by the ordinance codified in~~pursuant to this chapter, by preparing and submitting to the mayor or designee an independent fee calculation for the development activity for which a building permit is sought. The documentation submitted shall show the basis upon which the independent fee calculation was made. Independent fee calculations for traffic impact fees shall use the same formulas and methodology used to establish the impact fees in this chapter and shall be limited to adjustments in trip generation rates used in the traffic impact fee study, and shall not include travel demand forecasts, trip distribution, traffic assignment, transportation service areas, costs of road projects, or cost allocation procedures.

A. If the mayor or designee agrees with the independent fee calculation, a written agreement to accept such amount shall be transmitted to the applicant who shall, in turn, present it to the city upon impact fee collection.

B. If the mayor or designee does not agree with the independent fee calculation, the fee payer may appeal this decision to the hearing examiner through procedures outlined in Chapter 2.40 EMC.

4.30.100 Impact fee credits.

A. An applicant shall be entitled to a credit against the applicable traffic impact fee collected, in accordance with RCW 82.02.060(4), under the fee schedule adopted ~~by the ordinance codified in~~pursuant to this chapter for the value of any dedication of land for, improvement to, or new construction of, any system improvements provided by the applicant, to facilities that are:

1. Included within the six-year transportation improvement program and identified as system improvements that are to be funded in part by traffic impact fees; and
2. At suitable sites and constructed at an acceptable quality as determined by the city; and
3. Completed, dedicated, or otherwise transferred to the city prior to the determination and award of a credit as set forth in this section.

B. No credit shall be given for project improvements.

C. The value of a credit for improvements shall be established by original receipts provided by the applicant for one or more of the same system improvements for which the impact fee is charged.

D. The value of a credit for land shall be established on a case-by-case basis by an appraiser selected by, or acceptable to, the city. The appraiser must be licensed and in good standing with the state of Washington for the category of the property appraised. The appraisal shall be in accordance with the most recent version of the Uniform Standards of Professional Appraisal Practice and shall be subject to review and acceptance by the city. The appraisal and review shall be at the expense of the applicant.

E. Whenever a development is granted approval subject to a condition the system improvements that are identified in the six-year transportation improvement program be constructed or provided, or whenever the applicant has agreed, pursuant to the terms of a voluntary agreement with the city of Edgewood, to donate or dedicate land for road facilities that are identified in the six-year transportation improvement program, and which are included in the list of road projects that are used

to determine the traffic impact fee, as listed in the traffic impact fee study, the applicant shall be entitled to a credit for the value of the land or actual costs of capital facility construction against the fee that would be chargeable under the formula provided. The land value or costs of construction shall be determined pursuant to this section.

F. This subsection applies only to residential developments and the residential portion of a mixed use development. In cases where a developer would be entitled to a credit under this section, but the amount of the credit has yet to be determined on a per dwelling unit basis, the city shall take the total credit amount available to the entire plat or project, calculated by applying subsections (A) through (E) of this section, and divide that amount by the number of dwelling units approved for that plat or project. The impact fee and credit may then be calculated and collected on a per dwelling unit basis as building permits are issued for those dwelling units. Where building permits for some, but not all, of the dwelling units within a plat or project have already been obtained at the time the ordinance codified in this chapter becomes effective, the credit for the unpermitted dwelling units will be calculated to arrive at a per dwelling unit amount in the same manner. For example, if a plat has been approved for 20 dwelling units, and building permits have only been issued for 10 of those units, the per dwelling unit credit for the remaining 10 units will equal the total credit amount divided by 20 dwelling units.

G. This subsection applies to nonresidential developments, or the nonresidential portion of a mixed use development. In cases where a developer would be entitled to a credit under this section, but the amount of the credit has yet to be determined on a per square foot basis, the city shall take the total credit amount available to the entire plat or project, calculated by applying subsections (A) through (C) of this section, and divide that amount by the number of square feet approved for that plat or project. The impact fee and credit may then be calculated and collected on a per square foot basis as building permits are issued for that square footage. Where building permits for some, but not all, of the dwelling units within a plat or project have already been obtained at the time the ordinance codified in this chapter becomes effective, the credit for the unpermitted square footage will be calculated to arrive at a per square footage amount in the same manner. For example, if a 20,000 square foot commercial project has been approved, and building permits have only been issued for 10,000 square feet of the project, the per square foot credit for the remaining 10,000 square feet will equal the total credit amount divided by 20,000 square feet.

H. Pursuant to and consistent with the requirements of RCW 82.02.060(1)(b), impact fee schedules have been adjusted for future taxes and other revenue sources to be paid by the new development which are earmarked or proratable to the same new public facilities which will serve the new development.

I. After receiving the receipts for improvements, the appraisal of land value, the receipts and calculations of prior payments earmarked or pro-ratable to the same system improvements for which the impact fee is imposed, the mayor or designee shall provide the applicant with a letter setting forth the dollar amount of the credit, the reason for the credit, the legal description of the site donated where applicable, and the legal description or other adequate description of the project or development to which the credit may be applied. The applicant must sign and date a duplicate copy of such letter indicating their agreement to the terms of the letter and return such signed document to the city before the impact fee credit will be awarded. The failure of the applicant to sign, date, and return such document within 60 calendar days shall nullify the credit.

J. If the amount of the credit is less than the calculated fee amount, the difference remaining shall be chargeable as an impact fee and paid at the time of application for the building permit. In the event the amount of the credit is calculated to be greater than the amount of the impact fee due, no further sums shall be due from the applicant.

K. A claim for credit will be processed by the city using whichever of the following options is selected by the applicant:

1. Claims for credits that are submitted prior to, or with, an application for a building permit for which an impact fee will be due will be processed by the city before payment of the impact fee is due in order to allow any credit authorized by the city to reduce the amount of the impact fee; or
2. Claims for credits that are submitted no later than 30 days after the issuance of a building permit for which an impact fee is due shall be processed by the city after the impact fee is paid in full, and any credit authorized by the city will be refunded to the applicant within 90 days of receipt of the claim for credit.

L. Claims for credits that are submitted more than six months after the issuance of a building permit for which an impact fee is due are deemed to be waived and shall be denied.

M. Determinations made by the mayor or designee pursuant to this section shall be subject to appeal to the examiner subject to the procedures set forth in Chapter 2.40 EMC.

4.30.130 Council review of impact fees.

The impact fee schedule adopted ~~by the ordinance codified in~~pursuant to this chapter shall be reviewed by the city council, as it deems necessary and appropriate, in conjunction with the update of the city's transportation improvement program. Amendments or updates to the impact fee schedule shall be adopted by ordinance.

4.30.150 Impact fee calculations.

The traffic impact fee shall be calculated using a schedule that identifies a particular fee amount for a particular type of development, as supported by and consistent with the City of Edgewood Transportation Impact Fee Program Report dated October 2016, ~~and any adopted updates or amendments thereto, attached hereto as Exhibit A, and incorporated herein by this reference as if set forth in full.~~ Accessory dwelling units shall be calculated using ITE number 220, Apartment customer type.

4.30.160 Schedule of fees.

A traffic impact fee shall be assessed against all new development ~~as set forth in Exhibit A, in the Transportation Impact Fee Schedule, attached to the ordinance codified in~~adopted pursuant to this chapter ~~and incorporated herein by reference as if set forth in full.~~ This fee schedule represents the city's determination of the appropriate share of system improvement costs to be paid by new growth and development.

~~4.30.190 Effective date.~~

~~The ordinance codified in this chapter or a summary thereof consisting of the title shall be published in the official newspaper of the city, and shall take effect and be in full force five days after publication. (Ord. 07-282 § 1).~~



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-0609 – adopting Ordinance 21-0609, amending Edgewood Municipal Code chapter 18.105, Concurrency Management	Agenda Item #: 5.B
	For Agenda of: 7/27/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. ORDINANCE NO. 21.0609, AMENDING EDGEWOOD MUNICIPAL CODE (EMC) CHAPTER 18.105	
Approval of Materials: Jeremy Metzler	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 07/27/2021 RCM

Summary Statement:

Staff reviewed the Annual Concurrency Report, prepared in accordance with Edgewood Municipal Code (EMC) 18.105.220, with the council at the April 6, 2021 study session. In said report, the city's on-call transportation engineering consultant, the Transpo Group, recommended the city update the concurrency review threshold prescribed in EMC 18.105.030, stating:

The Edgewood Municipal Code (EMC) currently requires that all developments be tested for concurrency, even small, short-plats that generate few new vehicle trips. The concurrency report has demonstrated that there is generally sufficient capacity in the transportation system to accommodate the City's land use plan. In the past 5 years, only one development has not met concurrency. In that specific case, the development generated more than 300 PM peak hour trips, and the primary access was a two-way stop-controlled intersection along Meridian Avenue.

We recommend that the language in the EMC 18.105 be revised to exempt developments generating fewer than 15 PM peak hour trips from the concurrency process, consistent with the City's current traffic study guidelines. Developments that generate fewer than 15 PM peak hour trips are typically 'captured' in the annual growth rate applied to traffic counts and have negligible impact on the transportation system. Developments still may be reviewed under the State Environmental Policy Act (SEPA) and the City's development review process to evaluate impacts and potential mitigation to address site access and safety issues.

As this ordinance relates to an existing development regulation, this must first be considered by the Planning Commission and undergo a 60-day noticing period through the Department of Commerce. The Planning Commission held a public hearing at their June 14, 2021 meeting and passed the attached recommendation to the Council. Also attached for reference is the Department of Commerce's acknowledgement letter, stating the noticing period end date of June 28, 2021. A public hearing was held with the City Council at the July 13, 2021 regular meeting, and no public comments were received.

Finally, as discussed with Council at the last study session, the attached ordinance reduces the proposed threshold to 10 or more peak hour trips.

Item History:

04/20/2021 SS

07/06/2021 SS

07/13/2021 RCM PH

07/20/2021 SS

Recommended Action:

MOTION to adopt **AB21-0609** – adopting Ordinance 21-0609, amending Edgewood Municipal Code chapter 18.105, Concurrency Management

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 21-0609

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AMENDING EDGEWOOD MUNICIPAL CODE (EMC) CHAPTER 18.105, CONCURRENCY MANAGEMENT, PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City's on-call transportation engineering consultant, Transpo Group, issued their 2021 Annual Transportation Concurrency Report on March 26, 2021; and

WHEREAS, one of Transpo Group's recommendations was to update the trip threshold for concurrency evaluation listed in Edgewood Municipal Code (EMC) Chapter 18.105, revising the code to exempt developments generating fewer than 15 PM peak hour trips from the concurrency process, consistent with the City's current traffic study guidelines; and

WHEREAS, the City Council was briefed on the Annual Transportation Concurrency report at their April 6, 2021 study session, and acknowledged the recommendation; and

WHEREAS, the Planning Commission held a Public Hearing at their June 14, 2021 meeting and made a recommendation to the City Council; and

WHEREAS, the City Council considered the Planning Commission's recommendation at their July 6, 2021 study session;

WHEREAS, the City Council held a Public Hearing at their July 13, 2021 regular meeting;

WHEREAS, the City Council considered amending said code at their July 20, 2021 study session and July 27, 2021 regular meeting, lowering the exemption threshold to fewer than 10 PM peak hour trips;

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

Section 1. EMC Section 18.105.030 Amended. Section 18.105.030, "Exempt development," of the EMC is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5)

days after the date of publication. The full text of this Ordinance shall be mailed without charge, upon request.

PASSED BY THE CITY COUNCIL ON THE 27TH DAY OF JULY, 2021

Mayor Daryl Eiding

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:



City Attorney, Ann Marie J. Soto

Date of Publication: July 29, 2021
Effective Date: August 3, 2021

Exhibit A
Amendments to EMC 18.105.030

18.105.030 Exempt development.

A. No development activity (as defined in EMC 18.20.070) shall be exempt from the requirements of this chapter, unless the permit is listed below. The following types of permits are not subject to the capacity reservation certificate (CRC) process because they do not create additional long-term impacts on transportation facilities:

...

Notwithstanding the above, if any of the above permit applications will ~~generate any new p.m. peak hour trips, require additional sewer capacity, or increase water consumption~~ exceed the thresholds identified in Subsection B below, such application shall not be exempt from the requirements of this chapter.

B. Transportation. This chapter shall apply to all applications for development or redevelopment, excluding an individual single-family residence, if the proposal or use will generate ~~any~~ one or more new projected vehicle trips that will pass through an intersection or roadway section identified with a level of service below the acceptable level noted in the transportation element of the city's comprehensive plan, and/or a total of ten (10) or more new p.m. peak-hour trips. Every application for development exceeding these thresholds shall be accompanied by a concurrency application, requiring the city to prepare a traffic report as defined in EMC 18.105.090. ~~Developments or redevelopments, excluding an individual single-family residence, that will generate one or more new projected vehicle trips that will pass through an intersection or roadway section identified with a level of service below the acceptable level noted in the transportation element in the city's comprehensive plan, or that will generate 15 or more new p.m. peak hour trips, shall also be required to have the city prepare a traffic report as defined in EMC 18.105.090.~~