
AGENDA
OMAK CITY COUNCIL MEETING
February 19, 2019 – 7:00 PM

A. CALL TO ORDER

B. FLAG SALUTE






C. CITIZEN COMMENTS

D. CORRESPONDENCE AND MAYOR'S REPORT

E. CONSENT AGENDA:

1. Approval of minutes from February 4, 2019
2. Approval of Claims

F. NEW BUSINESS:

1. Res. 19-2019 – Approve Purchase of a Gear Reducer Drive 
2. Res. 20-2019 – Appr. Suppl. No. 3 – Consulting Agr. – Gray & Osborne-Engl Rd Project 
3. Res. 21-2019 – Approve Repair of Ash Street Booster Pump 
4. Res. 22-2019 – Approve Purchase of Water Meter Boxes 
5. Res. 23-2019 – Approve Professional Agreement-Terry Savage for Right of Way-Engl Rd 

OTHER BUSINESS:

1. Council Committee Reports
2. Staff Reports

 Action by City Council

The Omak City Hall is accessible to persons with disabilities. Hearing or visually impaired persons requiring special accommodations should contact the City Clerk one week in advance of the meeting by calling 509-826-1170 or e-mail clerk@omakcity.com in order to be provided assistance.

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: February 5, 2019

Subject: **Resolution No.19-2019**. Approving purchase of a Gear Reducer Drive.

The attached **Resolution 19-2019**, **A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF A GEAR REDUCTION DRIVE FOR THE SEWAGE TREATMENT PLANT**, is forwarded for your consideration.

Attached are three quotes for the gear reduction drive. The gear drive is used to run the east aeration rotor in the oxidation ditch. The current drive is in operation but is showing signs of failure with excessive noise and vibration. It is recommended to replace the unit with a new one before it fails completely. It is included in the 2019 budget for purchase

The quote from BDI is the lowest of the three coming in at \$12,154.60.

I support this Resolution and request Council approval.

RESOLUTION NO. 19-2019

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF
A GEAR REDUCTION DRIVE FOR THE SEWAGE TREATMENT PLANT**

WHEREAS, the gear reduction drive for the East Rotor has exceeded its useful life and is showing signs of failure; and

WHEREAS, the replacement of this drive is identified in the 2019 budget; and

WHEREAS, three quotes were received from the vendors that could provide the desired equipment; and

WHEREAS, drive quotes were evaluated for price and operation by the Sewage Treatment Department; and

WHEREAS, BDI has been selected to provide the needed equipment for the lowest cost, in the amount of \$12,153.68.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, that the purchase of a Gear Reducer Drive, from BDI, a copy of the quote attached as Exhibit "A", is hereby approved.

DATED this _____ day of _____, 2019.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney



BDI - Wenatchee (Northwest)
 30 Rock Island Road
 Wenatchee WA 98802
 Phone: 509-884-0592
 Fax: 509-884-7973
 www.BDIExpress.com

EXHIBIT A

Sales Quotation

20794140

SOLD TO 1042554:
 CITY OF OMAK
 2 ASH ST N
 OMAK WA 98841-9762

SHIP TO 1042554:
 CITY OF OMAK
 2 ASH ST N
 OMAK WA 98841-9762

SALES QUOTATION DETAILS:
 Quote Date: 01/14/2019
 Quote Valid Through: 02/13/2019
 Terms of Payment: Net 30 days
 Terms of Delivery: PPD
 Currency: USD

CUSTOMER CONTACT:
 Customer Ref No: JESUS ARCINIEGA
 Name:

OUR CONTACT:
 Name: Jon Fredrich
 Phone: 509-884-0592
 Fax: 509-884-7973
 Email: JFREDRICH@BDI-USA.COM

Line #	Material/Description	Lead Time Work Days	Quantity	U/M	Unit Price	Ext.Price
10	DOD - TXT815T,TV TAPER BUSHED REDU BDI MATERIAL:271497 Desc: Reducers and Gearmotors Complete, Mechanical Power Transmission	6	1.000	EA	10,857.60 /EA	10,857.60

Stock - Crossville, TN

Freight \$ 375.00

\$ 8.2%
Sales tax

12,153.68
~~12,154.00~~
~~12,153.68~~

End of Quotation

To our Customers:

HAPPY HOLIDAYS from all of us at BDI!

Ready to place your order? Go to BDIExpress.com to convert your quote, and track your order.

TOTAL: ~~10,857.60 USD~~
 Note: Total does not include any applicable taxes, shipping, or handling.

All transactions are subject to the Sales, Freight and Warranty Terms and Conditions of Bearing Distributors Inc., also doing business as BDI. Go to www.bdiexpress.com for a complete copy.



1022 E. Devon Avenue P.O. Box 8448 Bartlett, IL 60103
T: 630-837-5640 F: 630-837-5647 E: parts@lakeside-equipment.com
www.lakeside-equipment.com

PARTS REPLACEMENT QUOTE

DATE: 1-14-19

EMAIL: wwtp@omakcity.com

TO: City of Omak

SUBJECT: Omak, WA S.O.# 77-116

ATTN: Jesus Arciniega

FROM: LaVar Parish

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivery of the message to the intended recipient, YOU ARE HEREBY NOTIFIED that any dissemination, distribution, publication, or copying of this message is strictly prohibited. If you have received this message in error, please notify Lakeside immediately by phone at 630-837-5640 and return the message by U.S. Mail.

Jesus,

We are pleased to quote the following replacement parts for your **24' Magna Rotor**. Your current costs are as follows:

1ea	Level 1 Rebuild Kit	392299	\$3,529.00
	• Consists of input & output seals, set of bearings, shim kit, sealant, and instruction manual		
1ea	Level 2 Rebuild Kit	392300	\$8,118.00
	• Consists of all Level 1 items, input pinion, and 1 st stage gear		
1ea	Dodge Reducer	TXT815	\$12,886.00

Please be advised that this quotation will be honored for 30 days.

The above prices are F.O.B. factory with freight allowed to the job site. Terms of payment are net 30 days from date of shipment and the Conditions of Sale are in accordance with GIL-108, copy attached.

NOTE: Lakeside does accept payment by Credit Card. A 3% Service Charge will be added to the invoice upon shipment.

Shipment would be **4-5 week(s)** after receiving an order subject to the shop's backlog at the time of the order.

In an effort to become more efficient Lakeside would prefer to invoice clients by email whenever possible. When ordering if you could verify the email address you wish to have the invoice sent to it would be appreciated. We will still be glad to mail the invoice if you wish.

We thank you for this opportunity to quote and are looking forward to being of service to you.

Very truly yours,

LaVar Parish (Ext. 249) E-Mail: lp@lakeside-equipment.com Cc: Goble/WA

Kaman Industrial Technologies

EMAILED

KAMAN

Q U O T A T I O N

FROM
1106 HEWITT AVENUE
EVERETT WA 98201

NUMBER J882463

PAGE 1 OF 1

NUMBER J882463

CASH SALES EVERETT
1106 HEWITT
EVERETT WA 98201

O ACCT.

SHIP TO

CASH SALE -EVERETT
INDUSTRIAL ACCOUNT
1106 HEWITT AVENUE
EVERETT WA 98201

ATTN: QUOTE FOR CITY OF OMAK

ACCOUNT NO.	SALESMAN	SHIP VIA	SHIP DATE	TAX	BRANCH NO	PO / TAG ORDER NUMBER		
INDEVE	P99	BEST WAY	14-JAN-19	NYYY	00823	TEMPORARY QUOTE-NO ACCT. CITY OF OMAK-WASTE WATER		
SEQ.	ITEM DESCRIPTION		ORDERED	BACK ORDERED	SHIPPED	U/M	PRICE	EXTENSION
	***** QUOTE **** QUOTE ** QUOTE ** QUOTE ** QUOTE **** QUOTE *****							
	***** QUOTE **** QUOTE ** QUOTE ** QUOTE ** QUOTE **** QUOTE *****							
1	DOD TXT815T_T/A ATV TPR BUSH RDCR TXT815AT 248279 0		1	0	0	EA	11254.830	11,254.83
7	ZZZ FI06_FREIGHT/HNDLG IN: TRUCK 0 *** NO FREIGHT IF CUSTOMER CAN WAIT 2-3 WEEKS *** I INCLUDED A BUSHING ASSEMBLY - WOULD NEED TO KNOW THEIR SHAFT SIZE		0	0	1	EA	300.000	300.00
11	DOD TDT8 4 7/16_TAPERED BUSHING ASSEMBLY 272035 0		1	0	0	EA	662.050	662.05
INITIAL: CO						BUYER:		
QUOTE EXPIRES: 13-FEB-19						CUSTOMER TELE (425)259-3189		
						TAX		1,185.04
								922.83
						TOTAL		13,401.92

*If we wait
he can bring it
to us and remove
shipping.*

12,177.66

This Quotation Is Expressly Limited To, And Expressly Made Conditional On, Buyer's Acceptance Of Kaman Industrial Technologies Corporation's Terms And Conditions Of Sale Located At WWW.KAMAN.COM/TCS. Seller Objects To Any Different Or Additional Terms. - All Currency is in USA Dollars.
For prompt processing, email invoice to: kitapemallinvoices@kaman.com or phone 260-421-6600; fax 260-423-1743

WWTP

From: Steele, Jason <Jason.Steele@kaman.com>
Sent: Tuesday, January 15, 2019 8:11 AM
To: WWTP
Subject: RE: Dodge gearbox quote
Attachments: 1824021.pdf

Good morning Jesus,

Please see attached for updated quote.

There has been a little bit of a price increase and there is also some notes on the quote. If you can wait a few weeks I can bring in on a stock order and get you Free freight: Noted on the quote. I have also added a bushing to the quote so you could see the price in case you need, we would still need to get your shaft size, also noted on the quote.

Let me know if you have any questions or if you would like to order or need anything else.

Thank you,

Jason Steele
Account Manager for Wenatchee Valley
Kaman Industrial
Everett, WA
Cell 509-423-1735

From: WWTP [mailto:WWTP@omakcity.com]
Sent: Monday, January 14, 2019 11:05 AM
To: Steele, Jason
Subject: RE: Dodge gearbox quote

Good morning Jason can you give me an updated quote for this DODGE drive including taxes and shipping to Omak.

Thank you

Jesus Arciniega

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: February 19, 2019

Subject: **Resolution No. 20-2019** Supplemental Agreement No.3 Engh Road-SR 215/US 97 Intersection Improvements.

The attached **Resolution 20-2019, A RESOLUTION APPROVING SUPPLEMENT NO.3 TO THE CONSULTING AGREEMENT BETWEEN THE CITY OF OMAK AND GRAY & OSBORNE, INC. FOR THE ENGH ROAD/SR215/US 97 INTERSECTION IMPROVEMENTS**, is forwarded for your consideration.

This Supplemental Agreement No.3 is to provide additional funding for Right-of-Way acquisition, including the services of a specialty Right-of-Way subconsultant, for purpose of acquiring Right-of-Way necessary for construction of the Engh Road- SR 215/US97 Intersection Improvements project.

This increase is still within the limits of the federal grant that has been awarded for this project through the Surface Transportation Program

I support this Resolution and request Council approval.

RESOLUTION NO. 20-2019

A RESOLUTION APPROVING SUPPLEMENT NO. 3 TO THE CONSULTING AGREEMENT BETWEEN THE CITY OF OMAK AND GRAY & OSBORNE, INC. FOR THE ENGH ROAD/SR215/US 97 INTERSECTION IMPROVEMENTS

WHEREAS, Resolution 29-2015 approved a Consulting Agreement with Gray & Osborne, Inc. for the Engh Road/SR215/US97 Intersection Improvements project; and

WHEREAS, Washington State Department of Transportation has requested a Supplemental Agreement for the obligation of additional funds for Right-of-Way acquisition, including the services of a specialty Right-of-Way subconsultant; and

WHEREAS, the attached Supplemental Agreement Number 3, would amend the original executed agreement with Gray & Osborne, Inc. dated August 5th, 2015; and

WHEREAS, the amended contract amount shall be increased by \$31,977 to a new maximum amount payable \$109,662.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Omak that Washington State Supplemental Agreement No.3, attached hereto as "Exhibit A and A-1, E-1", is approved. The Mayor is authorized to execute said agreement on behalf of the City.

INTRODUCED AND PASSED this _____ day of _____, 2019.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney



Supplemental Agreement Number <u>3</u>		Organization and Address	
Original Agreement Number		Gray & Osborne, Inc. 1130 Rainier Avenue S., Suite 300 Seattle, WA 98144	
Project Number STPUS-Z924(003)		Execution Date	Completion Date 12/31/2020
Project Title Engh Road - SR 215/US 97 Intersection Improvements		New Maximum Amount Payable \$ 109,662	
Description of Work This supplemental scope of work provides for Right-of-Way acquisition, including the services of a specialty Right-of-Way subconsultant, for purposes of acquiring Right-of-Way necessary for construction of the Engh Road - SR 215/US 97 Intersection Improvements project.			

The Local Agency of City of Omak
desires to supplement the agreement entered in to with Gray & Osborne, Inc.
and executed on 08/05/2015 and identified as Agreement No. _____

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
See Exhibit A-1


II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Revised Completion Date: December 31, 2020

III

Section V, PAYMENT, shall be amended as follows:
The Contract amount shall be increased by \$31,977 to a new maximum amount payable \$109,662.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Michael B. Johnson, P.E.


Consultant Signature

By: _____

Approving Authority Signature

Date

EXHIBIT A

Summary of Payments

	Basic Agreement	Supplement No. 1	Supplement No. 2	Supplement No. 3	Total
Direct Salary Cost	\$25,082	\$0	\$0	\$0	\$25,082
Overhead (Including Payroll Additives)	\$44,144	\$0	\$0	\$0	\$44,144
Direct Non-Salary Costs	\$934	\$0	\$0	\$31,977	\$32,911
Fixed Fee	\$7,525	\$0	\$0	\$0	\$7,525
Total	\$77,685	\$0	\$0	\$31,977	\$109,662

EXHIBIT A-1

SCOPE OF WORK

CITY OF OMAK ENGH ROAD - SR 215/US 97 INTERSECTION IMPROVEMENTS SUPPLEMENT NO. 3: RIGHT OF WAY ACQUISITION

PROJECT DESCRIPTION

This supplemental scope of work provides for Right-of-Way acquisition, including the services of a specialty Right-of-Way subconsultant, for purposes of acquiring Right-of-Way necessary for construction of the Engh Road - SR 215/US 97 Intersection Improvements project.

Task 1 – Right of Way Acquisition

Manage and facilitate the Right-of-Way acquisition process in accordance with Chapter 25 of the Washington State Department of Transportation (WSDOT) Local Agency Guidelines (LAG) and the WSDOT Right of Way Manual. Finalize Right-of-Way Plans and generate other documents as needed for final RW Certification. Provide the services of Epic Land Solutions LLC to perform the work described below.

- Prepare a sales package and valuations of three parcels. This will include fee acquisition valuations.
- Acquire necessary rights for conveyance to the City of Omak.

During the course of the project, Epic will provide the client with detailed status and communicate as needed to address any issues related to the negotiations. All parcels to conform to local, State and Federal guidelines.

DELIVERABLES

- Administrative Offer Summary (AOS) on acquired parcels.
- Acquisition of parcels.
- Appraisal review.

ASSUMPTIONS

- Acquisitions will take place within 3 months of the start of negotiations.
- Parcels will not require use of condemnation processes.
- Relocation services are not included.

EXHIBIT E-1

CONSULTANT FEE DETERMINATION - SUMMARY SHEET (COST PLUS FIXED FEE)

Project: City of Omak, Engh Road -SR215/US 97 Intersection Improvements

Direct Salary Cost (DSC):

Discipline Required	Estimated Hours	Estimated Rate	Estimated Amount
Principal-in-Charge	0	\$32 to \$58	\$0
Project Manager/Engineer	0	\$32 to \$55	\$0
E.I.T./Design/Civil Engineer	0	\$24 to \$36	\$0
Survey Crew	0	\$43 to \$96	\$0
Survey Tech./CADD Tech./Drafter	0	\$15 to \$31	\$0
Professional Land Surveyor (PLS)	0	\$33 to \$42	\$0

Total DSC: \$0

Overhead (OH Cost - including Salary Additives)
OH Rate @ 188.04% x DSC \$0

Fixed Fee (FF)
FF Rate @ 30% x Total DSC \$0

Reimbursables
Printing and Mileage (\$0.58 per mile) \$0

Subconsultant
Epic Land Solutions \$ 31,977

TOTAL: **\$ 31,977**

Prepared by: Julio Renteria
Checked by: Mike Meskimen, P.E.

Date: January 16, 2019



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

January 9, 2019

Gray & Osborne, Inc.
1130 Rainier Avenue South, #300
Seattle, WA 98144

Subject: Acceptance FYE 2017 ICR – Risk Assessment Review

Dear Ms. Melissa Drysdale:

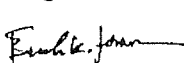
Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2017 ICR of 188.04%. These rates are applicable to Washington Local Agency Contracts only. These rates may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultanrates@wsdot.wa.gov.

Regards;

 Jonson, Erik
Jan 10 2019 9:29 AM

ERIK K. JONSON
Manager Contract Services Office

EKJ:rck

Gray & Osborne, Inc.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2017

Description	Financial Statement Amount	G&O Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor	<u>\$6,205,959</u>				<u>\$6,205,959</u>	100.00%
Indirect Costs:						
Fringe Benefits						
Vacation Pay	\$565,435	(\$22,037)		A	\$543,398	8.76%
Sick Pay	\$108,200				\$108,200	1.74%
Holiday Pay	\$253,412				\$253,412	4.08%
Payroll Taxes	936,869				\$936,869	15.10%
Health Insurance	1,289,459				\$1,289,459	20.78%
Workers' Comp. Insurance	48,191				\$48,191	0.78%
Profit Sharing (401-k)	775,000				\$775,000	12.49%
Total Fringe Benefits	<u>\$3,976,566</u>	<u>(\$22,037)</u>		<u>\$0</u>	<u>\$3,954,529</u>	<u>63.72%</u>
General Overhead						
Indirect Labor	\$2,063,071				\$2,063,071	33.24%
Labor Variance (Uncomp OT)	\$21,305				\$21,305	0.34%
Bid & Proposal Labor	436,691				\$436,691	7.04%
Incentive Bonus	2,834,034				\$2,834,034	45.67%
State & City Taxes	404,494				\$404,494	6.52%
Insurance	147,274				\$147,274	2.37%
Office Expenses	372,581	(22,300)		B	\$350,280	5.64%
Travel	184,195	(\$4,934)		C	\$129,261	2.08%
Telephone	76,817				\$76,817	1.24%
Fees, Dues, & Meetings	46,038				\$46,038	0.74%
Utilities & Maintenance	184,960				\$184,960	2.98%
Rent	887,234				\$887,234	14.30%
Depreciation	107,995				\$107,995	1.74%
Recruiting	8,708				\$8,708	0.14%
Professional Services	37,666				\$37,666	0.61%
Recovery	(29,895)				(\$29,895)	-0.48%
Interest Expense	100,928	(100,928)		D	\$0	0.00%
Taxes	(62,222)	62,222		E	\$0	0.00%
Charitable Contributions	10,959	(10,959)		F	\$0	0.00%
Advertising	14,186	(14,185.67)		G	\$0	0.00%
Deferred Compensation	2,171	(2,171.00)		H	\$0	0.00%
Key Man Life Insurance	(53,781)	53,781		I	\$0	0.00%
Total General Overhead	<u>\$7,535,939</u>	<u>(111,512)</u>			<u>11,660,462</u>	
Total Indirect Costs & Overhead	<u>11,771,974</u>			<u>0</u>	<u>11,669,614</u>	
Indirect Cost Rate	189.69%	111.43%				187.89%
Facilities Cost of Capital	9,152				9,152	0.15%
Indirect Cost Rate (Includes FCC)					<u>11,669,614</u>	<u>188.04%</u>

- A Vacation accounted using accrued method instead of actual vacation paid \$23,932.66
B Employee/Client Appreciation, unallowable per 48 CFR 31.205-13(b), 31.205-14, 31.205-13 and 31.201-5
C Unallowable items related to entertainment, direct cost and expenses that exceeded allowable per diem per 48 CFR 31.205-14, 31.202(2), 31.201-5 and 31.205-46
Meals unallowable per 48 CFR 31.205-46(a)(5); meals expenses that exceeded allowable per diem per 48 CFR 31.202(a), 31.201-4 and 31.205-46
D Interest unallowable per 48 CFR 31.205-20
E Unallowable taxes per 48 CFR 31.205-41
F Contributions unallowable per 48 CFR 31.205-81
G Advertising Unallowable per CFR 31.205-1
H Bonus payment not performance based unallowable per 48 CFR 31.205-6 and 2010 AASSHTO
I Key person life insurance unallowable per 48 CFR 31.205-198(2)(v)

Epic Land Solutions, Inc.
City of Omak - Engh Road/SR 215 Intersection Improvements
(Cost Plus Fixed Fee)

Direct Salary Cost (DSC)

Discipline Required	Estimated Hours	Rate	Amount
Advisory Manager	25	\$60.10	\$1,502.50
Senior Agent	125	\$31.25	\$3,906.25
Project Support	4	\$30.41	\$121.64
Agent	77	\$25.00	\$1,925.00
Finance and Project Controls	3	\$38.46	\$115.38

Total DSC **\$7,570.77**

Overhead:

OH Rate @ 178.50% x DSC \$13,513.82

Fixed Fee

FF Rate @ 25% x Total DSC \$1,892.69

Other Direct Costs:

Mileage - 1,552 x 0.58 per mile \$900.00

Postage/Overnight Packages \$100.00

Administrative Offer Summaries - assumes 2 \$5,000.00

Preliminary Title Reports - assumes 3 @ \$500 each \$1,500.00

Appraisal Reviews - 1 \$1,500.00

TOTAL **\$31,977.29**

Cost Assumptions:

- Assumes client meetings, monthly status report preparation, and related tasks.
- Assumes 3 parcels with 3 unique owners are impacted.
- Assumes 1 appraisal review.
- Assumes 2 Administrative Offer Summaries.
- Assumes Client will provide Right Of Way document templates. Epic can provide for an additional fee.
- Assumes legal descriptions and plat maps will be provided by others.
- Assumes eminent domain support will include impasse letters, and copies, owner files and diaries sent to the attorney. Additional eminent domain services can be provided for additional fee.
- Assumes 3 partial acquisitions only, no full acquisitions or relocations.
- Assumes project has no delays and that scope can be completed within 9 months from NTP.
- Deposition, court testimony and expert witness fees are additional, to be compensated on a time and materials basis.
- Fees and hourly billing rates are valid for 120 days.



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

August 29, 2018

Epic Land Solutions, Inc.
2601 Airport Drive, Suite 115
Torrance, CA 90505

Subject: Acceptance FYE 2017 ICR – Audit Office Review

Dear Ms. Mikki Young:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2017 Indirect Cost Rate (ICR) of 178.50%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultanrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:rck

Certification of Final Indirect Costs

Firm Name: Epic Land Solutions, Inc.

Indirect Cost Rate Proposal: 178.50%

Date of Proposal Preparation (mm/dd/yyyy): 8/28/2018

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 1/1/2017 to 12/31/2017

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: 

Name of Certifying Official* (Print): Holly Rockwell

Title: President

Date of Certification (mm/dd/yyyy): 08/28/2018

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
<http://www.fhwa.dot.gov/legisregs/directives/orders/44701a.htm>

Epic Land Solutions, Inc.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2017

Description	Financial Statement Amount	Epic Land Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor	<u>\$2,259,314</u>	<u>(\$2,801)</u>		A	<u>\$2,256,513</u>	100.00%
Indirect Costs:						
Fringe Benefits						
Group Health Insurance	\$210,507				\$210,507	9.33%
Life Insurance	1,635	(\$1,635)		B	0	0.00%
Holiday	182,049				182,049	8.07%
Bonuses	126,648	(7,469)	(\$119,179)	C, L	0	0.00%
Retirement Benefits	115,810				115,810	5.13%
Paid Sick Leave	8,054				8,054	0.36%
Payroll Taxes	386,692		(12,511)	M	374,181	16.58%
Professional Development	24,893				24,893	1.10%
Vacation	211,176				211,176	9.36%
Total Fringe Benefits	<u>\$1,267,464</u>	<u>(\$9,104)</u>	<u>(\$131,690)</u>		<u>\$1,126,670</u>	<u>49.93%</u>
General Overhead						
Indirect Labor	\$1,781,657	(\$13,004)		D	\$1,768,653	78.38%
Salary Variance	(125,850)				(125,850)	-5.58%
Auto Expense	24,623	(1,069)		E	23,554	1.04%
Computer Expense	296,860				296,860	13.16%
Depreciation	35,988				35,988	1.59%
Dues and Meeting	40,377				40,377	1.79%
HR	9,498				9,498	0.42%
Insurance	73,243				73,243	3.25%
Interest Costs	60,600	(60,600)		F	0	0.00%
Licenses and Permits	11,481				11,481	0.51%
Marketing	14,175	(14,175)		G	0	0.00%
Meals & Entertainment	36,439	(14,682)		H	21,757	0.96%
Office Equipment	51,074				51,074	2.26%
Other	21,875	(12,204)		I	9,671	0.43%
Phone & Internet	131,905				131,905	5.85%
Payroll Processing Fee	7,754				7,754	0.34%
Postage	17,722	(20)		H	17,702	0.78%
Professional Services	42,216				42,216	1.87%
Rent Expenses	368,118				368,118	16.31%
Supplies	49,822	(1,055)		H	48,767	2.16%
Taxes	14,268				14,268	0.63%
Travel and Expenses	55,653	(1,461)		J	54,192	2.40%
Other Direct Job Costs	839,130	(839,130)		K	0	0.00%
Total General Overhead	<u>\$3,858,626</u>	<u>(\$957,399)</u>	<u>\$0</u>		<u>\$2,901,227</u>	<u>128.57%</u>
Total Indirect Cost & Overhead	<u>\$5,126,090</u>	<u>(\$966,502)</u>	<u>(\$131,690)</u>		<u>\$4,027,898</u>	<u>178.50%</u>
Indirect Cost Rate	226.89%	184.34%			<u><u>178.50%</u></u>	

Epic Land Solutions, Inc. - Reviewed & Accepted by KK 8/28/2018
"Indirect Cost Rate still subject to WSDOT Audit"

References

Epic Land Solution Adjustments:

- A 48 CFR 31.205-33(c): Contracted labor costs are disallowed.
- B 48 CFR 31.205-19: Key-officer's life insurance is disallowed (beneficiary is company)
- C 48 CFR 31.205-6 & 31.205-13: Gifts and incentives paid to employees disallowed.

Epic Land Solutions, Inc.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2017

- D 48 CFR 31.205-1 & 31.201-6(e)(2): Labor costs associated with advertising, entertainment, and other unallowable activities are disallowed
- E 48 CFR 31.205-1: Auto expenses associated with advertising is disallowed.
- F 48 CFR 31.205-20: Interest is disallowed.
- G 48 CFR 31.205-1: Advertising materials and costs are disallowed.
- H 48 CFR 31.205-13 & 31.205-14: Entertainment is disallowed.
- I 48 CFR 31.205-3, 31.205-8, 31.205-13: Gifts/Contributions & Bad Debt are disallowed.
- J 48 CFR 31.205-1: Travel Costs associated with Marketing.
- K 48 CFR 31.202: Internal allocation direct costs credit.

WSDOT Adjustments

- L (\$119,179) adjustment for bonus that was taken at the expense of a loss unsupported and unallowable per 48 CFR 31.205-6(f)
- M Payroll taxes (\$12,511) directly associated with unallowable labor and bonus per 48 CFR 31.201-6(a)

MEMORANDUM

To: Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: February 5, 2019

Subject: Resolution: 21-2019 Approving repair of Booster Pump

The Attached Resolution: 21-2019, a Resolution of the Omak City Council Approving Repair of Ash Street Booster Pump with Omak Machine Shop, is forwarded for your consideration.

The Water Department is seeking to purchase a new sealed motor and installation parts plus labor from Omak Machine Shop for the Ash Street Booster Station pump replacement.

Pump #2 was redone in 2018 and we are requesting to update pump # 1, since the first pump rebuild was successful and newer versions are not available for the configuration of our booster station.

The Machine Shop has provided an Estimate of \$9,769.96 for repair. This work is funded in the 2019 budget, water capital outlay.

I support this resolution and urge its adoption

RESOLUTION NO. 21-2019

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING REPAIR OF ASH STREET BOOSTER PUMP WITH OMAK MACHINE SHOP

WHEREAS, the city's booster pump number 2 is showing signs of failing and is no longer available in the current configuration; and

WHEREAS, the Omak Machine Shop repaired pump number 1 successfully in 2018 and has provided a cost estimate for parts and labor to repair pump number 2; and

WHEREAS, the public works department has considered alternate options for the repair of the booster station and has determined that the pump repair with Omak Machine Shop to be the least total cost option.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK that the repair of the Ash Street Booster Pump, a copy of the estimate attached hereto as Exhibit "A", with the Omak Machine Shop is hereby approved.

PASSED AND APPROVED this ____ day of _____, 2019.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

Omak Machine Shop Inc
 PO Box 1625
 Omak, WA 98841
 (509) 826-1030
 omakmachinebilling@gmail.com



Estimate 1065

EXHIBIT A

ADDRESS City of Omak PO Box 72 Omak, WA 98841	DATE 01/15/2019	TOTAL \$9,769.96	EXPIRATION DATE 02/15/2019
---	---------------------------	----------------------------	--------------------------------------

ACTIVITY	QTY	RATE	AMOUNT
Motor TECO EP0602JP ENCLOSED 364JP FRAME W/326JP Shaft 60HP 230/460V 3PH	1	7,800.00	7,800.00T
Freight Freight	1	375.00	375.00T
Material PACKING SLEEVE (2 516X4 1/2) STAINLESS STEEL	1	490.00	490.00T
Volute Gasket Volute Gasket	1	15.00	15.00T
Shop Labor DISASSEMBLE, REPAIR, REASSEMBLE	4	65.00	260.00T
Material STYLE G58 3/8 PACKING	12	6.25	75.00T
6" Gasket 6" Gasket	1	8.78	8.78T
4" Gasket 4" Gasket - Full Face	1	5.76	5.76T

Here is the updated bid, most of the prices stayed the same.

SUBTOTAL	9,029.54
TAX (8.2%)	740.42

Thanks,

Kip

TOTAL	\$9,769.96
--------------	-------------------

THANK YOU.

Accepted By

Accepted Date

MEMORANDUM

To: Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: February 19, 2019

Subject: **Resolution No. 22-2019** Approving the purchase of water meter boxes and related materials for the water department.

The Attached Resolution: **22-2019, A Resolution of the Omak City Council Approving the Purchase of Water Meter Boxes and Related Materials for the Water Department**, is forwarded for your consideration.

The Water Department needs to purchase water meter boxes to have them available and on hand for replacements. Currently, we are out of the 5/8 X 3/4-meter boxes and other attached materials. The Consolidated Supply Co. has quoted us the actual order requested and the Water Department has requested prices from the two other vendors for comparison. Consolidated Supply Co. is still the lowest price per unit. And recommends the purchase from this vendor.

I support this resolution.

RESOLUTION NO. 22-2019

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF
WATER METER BOXES AND RELATED MATERIALS FOR THE WATER
DEPARTMENT**

WHEREAS, the City's 2019 Budget provides funding for the purchase of Office and Operating Supplies for the Water Department; and

WHEREAS, the City Purchasing Policy requires three quotes for purchases over \$5,000.00; and

WHEREAS, materials were evaluated for price per unit, performance, and operation by the Water Department; and

WHEREAS, the recommendation of the lowest prices per unit, has been made for water meter boxes and related materials delivered by Consolidated Supply Co. in the amount of \$5,248.62.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, that the purchase of Water Meter Materials, from Consolidated Supply Co., a copy of the quote attached as Exhibit "A", is hereby approved, and purchase is authorized.

DATED this _____ day of _____, 2019.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney



**Consolidated
Supply Co.**

**** Quotation ****

*Request
For Purchase*

EXHIBIT A

Bid #: S9087051
Page #: 1

Send P/O To:

CONSOLIDATED SUPPLY CO - WENATCHEE
1100 WALLA WALLA AVE
WENATCHEE, WA 98801

Phone #: 509-662-7128

Bid To:

CITY OF OMAK
PO BOX 72
OMAK, WA 98841

Ship To:

CITY OF OMAK
2 N ASH ST
OMAK, WA 98841

Phone #: 509-826-1170

JOB: COIL PIT SETTERS

Bid-Date-Expr-Date-Writer-Salesperson-Ship Via
01/09/19 02/08/19 Eric Neuman - Wenatc Charlie Sovacool Corp

Quantity	Description	Unit Price	Ext
***** Shipping Instructions *****			
* SHIPPING ADDRESS: *			
* 220 S COLUMBIA *			
* OMAK, WA 98841 *			
* CSCO TAX ID:930145980 *			

	5/8"x3/4" COIL PIT SETTERS		
4ea	MUELLER 203CS1548FBBSN 5/8"X3/4" 48" TALL THERMAL COIL SINGLE METER BOX MCCULLOUGH	449.196ea	1796.78
4ea	MUELLER 790022 15"X4" THICK INSULATING PAD MCCULLOUGH	24.255EA	97.02
4ea	MUELLER 700177-1 15" LID W/KEY SLOT, MARKED WATER & HOLE FOR TOUCH READER MCCULLOUGH	54.900ea	219.60
	1" COIL PIT SETTERS		
1ea	MUELLER 330CS1848LBBSN 1"X48" TALL THERMAL COIL SINGLE METER BOX	521.939ea	521.94
1ea	MUELLER 790153 18"X4" THICK INSULATING PAD W/ NYLON STRAP HANDLE MCCULLOUGH	38.638ea	38.64
1ea	MUELLER 780113 18" CI SIDE LOCK TOUCH READ LID MCCULLOUGH HAILEY SPEC	83.088EA	83.09
	18" COIL PIT LIDS ONLY		
6ea	MUELLER 780113 18" CI SIDE LOCK	83.088EA	498.53

In stock

528.35 ea.

643.67 ea

*** Continued on Next Page ***

** Quotation **

Bid #: S9087051
Page #: 2

CITY OF OMAK

Quantity	Description	Unit Price	Ext
	TOUCH READ LID MCCULLOUGH HAILEY SPEC		
	1.-1/2" PIT SETTER		
1ea	MUELLER 500VB2448FVB EZ VAULT	1228.695ea	1228.70
1ea	790325 MCCULLOUGH 24"X4" INSULATION PAD W/ NYLON ROPE	108.325ea	108.33
1ea	MUELLER 700098-1 FRAME	175.125ea	175.13
1ea	MUELLER 780113 18" CI SIDE LOCK TOUCH READ LID MCCULLOUGH HAILEY SPEC	83.088EA	83.09

	Bid Total		4850.85
	Sales tax		397.77

	Bid Amount		5248.62



**H.D. FOWLER
COMPANY**

Customer: CITY OF OMAK
Estimator: Scott Lyon
Job Name: PIT SETTERS AND METER BOXES
Location: OMAK

Estimate: E364579
Bid Date: 1/24/2019

Line	Qty	UoM	Description	Unit Price	Extended Price
<u>SOLID METER BOX COVER W/ 2"</u>					
<u>SENSUS TAP HOLE</u>					
1	1	EA	11 X 18" NICOR COMPOSITE H2O RATED METER LID WITH 2" SENSUS TAP & 4" RECESS	48.87	48.87
Section Subtotal:					48.87
<u>RESIDENTIAL COIL PIT SETTERS</u>					
2	1	EA	FORD 5/8" X 3/4" COIL PIT BALL VALVE X CHECK VALVE 15" X 48", PART# PFCBH-288-15-48-NL	509.24	509.24
3	1	EA	FORD 15" CC INSULATING DISC, 4" THICK, PART# CCID-15-4	30.06	30.06
4	1	EA	FORD 15" LOCKING LID ONE HOLE RECESSED	42.92	42.92
Section Subtotal:					582.22 <i>EA</i>
<u>1-1/2" AND 2" PIT SETTERS</u>					
<u>FOR LARGER SERVICES</u>					
5	1	EA	PIT SETTER #PMBH-788-36HB-48 NL 2" PITSETTER	2,188.55	2,188.55
6	1	EA	PIT SETTER #PMBH-688-36HB-48-NL 1-1/2" PIT SETTER	1,982.13	1,982.13
7	2	EA	MODEL #CCID-36-4-2 4" THICK INSULATION DISC	236.43	472.86
8	2	EA	MC-36-T MONITOR CVR/36IN TILE	591.80	1,183.60
Section Subtotal:					5,827.14
Approximate Total					6,458.23

Lids are brand specific



**H.D. FOWLER
COMPANY**

Customer: CITY OF OMAK
Estimator: Scott Lyon
Job Name: 1" PIT SETTER
Location: OMAK

Estimate: E373514
Bid Date: 1/22/2019

Line	Qty	UoM	Description	Unit Price	Extended Price
1	1	EA	FORD 1" COIL PIT BALL VALVE X CHECK VALVE 18" X 48" DEEP PFCBHH-488-18-48-R-NL	804.22	804.22
2	1	EA	CCID-18-4 INSULATION PAD	39.95	39.95
3	1	EA	FORD 18" LOCKING LID ONE HOLE RECESSED PPSC-18-L-REC-T	84.39	84.39
4					

1" PIT SETTERS ARE 3-4 WEEKS FROM FACTORY AFTER ORDER.

Approximate Total

et. **928.56**

Run Date: 1/17/19

Quote



Customer # 110703
 Order # K045805
 Date Ordered 01/17/19
 Job #
 Job Name
 Purchase Order #
 Method of Shipment
 Contract Order #
 Ordered By
 Ship Via

METER SETTERS
 OUR TRUCK
 0000000
 COREY
 CORE & MAIN LP

Sold To:
 CITY OF OMAK
 SPOKANE BRANCH
 ACCOUNTS PAYABLE
 PO BOX 72
 OMAK, WA 98841-0072

Ship To:
 CITY OF OMAK
 220 COLUMBIA
 OMAK, WA 98841

Branch:
 SPOKANE WA
 Branch - 586
 1215 N Bradley Rd
 Spokane, WA 99212

Phone: 509-893-1055

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
	203CS1548FBBSN	15X48 203CS1548FBBSN COIL PIT 3/4 OUTLET 5/8X3/4 INLET	4			504.25000	EA	2017.00
	96790022A	15X4 INSULATION PAD	4			24.18000	EA	96.72
	45L780112	15" TOUCH READER LID SIDE LOCK PENT 780112	4			81.80000	EA	327.20
	45IP790153	5/8X3/4 METER MTL. ABOVE	1			40.90000	EA	40.90
	45L780113	18"X 4" INSULATION PAD W/NYLON STRAP HANDLE	1			93.59000	EA	93.59
	/46015574452	780113 18" TR LID W/SIDE LOCK TOUCH READER LID	1			735.00000	EA	735.00
	45L780113	1" METER SETTER MTL. ABOVE	6			93.59000	EA	561.54
	/46015574459	780113 18" TR LID W/SIDE LOCK TOUCH READER LID	1			1860.05000	EA	1860.05
	45L780113	18" TOUCH READ LID ONLY ABOVE	1			93.59000	EA	93.59
	45F7000981	24X48 500VB2448FVB EZ SETTER	1			236.71000	EA	236.71
	45IP790325	700098-1 METER PIT LID FRAME FOR 21" METER PIT	1			122.02000	EA	122.02
		MUCO 790325 24X4 2-PC INS. PAD 1-1/2" PIT SETTER ABOVE	1					

est
 610
 869.49

Run Date: 1/17/19

Quote



Sold To:
CITY OF OMAK
SPOKANE BRANCH
ACCOUNTS PAYABLE
PO BOX 72
OMAK, WA 98841-0072

Ship To:
CITY OF OMAK
220 COLUMBIA
OMAK, WA 98841

Customer # 110703
Order # K045805
Date Ordered 01/17/19
Job #
Job Name METER SETTERS
Purchase Order # OUR TRUCK
Method of Shipment 000000
Contract Order # COREY
Ordered By CORE & MAIN LP
Ship Via

Branch:
SPOKANE WA
Branch - 586
1215 N Bradley Rd
Spokane, WA 99212
Phone: 509-893-1055

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
-------------	--------------	-------------	----------------	----------------	------------	-----------	-----	-----------

PRICING ONLY GOOD UNTIL 1/31
MUELLER PRICE INCREASE GOES
INTO EFFECT ON 2/1/19

28 DAY LEAD TIME
IF FULL ORDER IS PLACED
MULLER WILL DIRECT SHIP FREE

Terms in accordance with shipping manifest.

Special Instructions/Comments:

Total Ordered: 6184.32
Tax Amount: 507.11
Other Charges: .00
Total: 6691.43

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: February 19, 2019

Subject: **Resolution No. 23-2019** Profession Service Agreement for Right of Way Service

The attached **Resolution 23-2019, A Professional Service Agreement Between Terry Savage and the City of Omak for Right of Way Services, Engh Road Project**, is forwarded for your consideration.

Three independent appraisers are needed for potential Engh Road ROW acquisitions. Epic land Solutions is able to provide two of three appraisals under our consultant agreement with Gray and Osborne. The third appraiser, Terry Savage, does not have a published Indirect Cost Rate required by the federal program to work as subconsultant under Gray and Osbornes agreement.

As an alternative to acquiring service through Gray and Osborne's sub-consultant. The City can contract directly with the appraiser for the needed services. This agreement has been approved by our WSDOT project manager.

I support this Resolution and request Council approval.

RESOLUTION NO. 23-2019

PROFESSIONAL SERVICES AGREEMENT BETWEEN TERRY SAVAGE AND THE CITY OF OMAK FOR RIGHT OF WAY SERVICES, ENGH ROAD PROJECT

THE CITY COUNCIL OF THE CITY OF OMAK, Washington do hereby resolve that the Professional Services Agreement attached hereto between the **CITY OF OMAK**, a municipal corporation, and **TERRY SAVAGE**, a Washington State Department of Transportation approved appraiser, is hereby approved. The Mayor is hereby authorized and directed to execute the same for and on behalf of the CITY; and the City Clerk is authorized and directed to attest her signature.

INTRODUCED and passed this _____ day of _____ 2019.

SIGNED:

Cindy Gagne, Mayor

ATTEST:

Connie Thomas City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney

EXHIBIT A

PERSONAL SERVICES AGREEMENT

It is mutually agreed between the City of Omak, hereinafter referred to as the "Agency", and the undersigned, hereinafter referred to as the "Consultant", that:

1. The Consultant shall provide the services specified in Section 18 and Exhibit "A" of this agreement. The Consultant shall not be entitled to compensation for the services rendered under the terms of this agreement unless and until the services are satisfactory to the Agency. Any dispute relating to the quality of acceptability of the services furnished; to the acceptable fulfillment and performance of the agreement on the part of the Consultant; and/or compensation due the Consultant shall be decided by the Mayor, City of Omak. All reports called for under the terms of this agreement shall become the property of and shall be retained by the Agency.
2. The Agency shall have the right to cancel services under the terms of this agreement by giving notice by certified mail to the Consultant, and shall be liable for services at the rates specified herein, less any prior interim payments only to the date of receipt of such notice by the Consultant. Upon payment of such sums, the Agency shall be discharged from all liability to the Consultant and this agreement shall be terminated.
3. If, due to the Consultant's error or oversight, corrections to the services agreed for herein are necessary, the Consultant will make such corrections at no additional cost to the Agency and will submit such corrections to the Agency within ten (10) days of receipt of the Agency's request.
4. The services to be furnished under the terms of this agreement shall be performed by the Consultant and the Consultant's bona fide employees, and shall not be delegated or subcontracted to any other person or firm without prior written approval by the Agency.
5. The Consultant warrants that it has not employed or retained any company, firm, or person, other than a bona fide employee working exclusively for the Consultant, to solicit or secure this agreement; and that it has not paid or agreed to pay to any company, person or firm, other than a bona fide employee working exclusively for the Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the Agency shall have the right to annul this agreement.
6. During the performance of this agreement, the Consultant, for itself, its assigns and successors in interest, agrees as follows:
 - a. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Consultant shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement. The Consultant shall comply with the State Law Against Discrimination, Chapter 49.60 RCW and any regulations adopted thereto.
 - b. **NONDISCRIMINATION:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of age, sex, marital status, race, creed, color, national origin, or the presence of any sensory, mental, or physical handicap unless based upon a bona fide occupational qualification, in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Chapter 49.60 RCW or by section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
 - c. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including

procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the above grounds.

- d. **INFORMATION AND REPORTS:** The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, or other sources of information, and its facilities as may be determined by the Agency or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, directives, or laws. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Agency, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
 - e. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this agreement, the Agency shall impose such agreement sanctions as it or the Federal Highway Administration may determine to be appropriate. Including but not limited to:
 - i. withholding of payments to the agreement until the Consultant complies, and/or
 - ii. cancellation, termination or suspension of the agreement, in whole or in part
 - f. **INCORPORATION OF PROVISIONS:** The Consultant shall include the provisions of paragraphs a through e in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Agency or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Agency to enter into such litigation to protect the interests of the Agency; and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
7. The Consultant warrants that, if it is fully or partially employed by any public agency other than the City of Omak, its acceptance of this agreement is with the consent of such agency; that the Consultant shall spend no time in the performance required in this agreement during which time the Consultant would normally be employed and paid by such agency; and that the acceptance of this agreement will not interfere with any obligations the Consultant may have to such agency.
 8. The Consultant agrees to indemnify, defend and hold the Agency and its officers and employees harmless from and shall process and defend all at its own expense all claims, demands or suits at law or equity arising out of this Agreement and/or the Consultant's and/or its subconsultants performance or failure to perform any and all duties prescribed by the Agreement; provided that nothing herein shall require the Consultant to indemnify the Agency against and hold harmless the Agency from claims, demands or suits based solely upon the conduct of the Agency, its officers or employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the Agency, its agents, officers and employees, this indemnity provision with respect to claims or suits based upon such negligence shall be valid and enforceable only to the extent of the Consultant's negligence or the negligence of the Consultant's agents or employees.
 9. The Consultant agrees that any duly authorized representative of the Agency or of the Federal Highway Administration in the official conduct of its business shall have access to and the right to examine any directly pertinent books, documents, papers, photographic negatives, and records of the Consultant involving the services provided under the terms of this agreement at any time during

normal business hours during the life of this agreement and for three years after the date of the final payment under this agreement.

10. The Agency is contracting for the Consultant's independent performance of the specified services. Should the Agency employ another consultant to perform the same services, the Consultant shall not discuss or otherwise exchange information with such other consultant.
11. The Consultant will not commence work under this agreement, or any revision thereto, until a commencement date is provided in writing by the Agency. Billings for services performed prior to the said commencement date will not be honored.
12. In the performance of the services under this agreement, the Consultant shall comply with all applicable Agency regulations, State and Federal laws, regulations and procedures.
13. The Consultant shall remove any employee from assignment to perform services under this agreement immediately upon receipt of written request to do so from the Mayor, City of Omak.
14. The Consultant shall comply with the Federal Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder; and shall save the Agency free, clear and harmless from all actions, claims, demands and expenses arising out of said Act and any rules and regulations that are or may be promulgated in connection therewith.
15. The Consultant assumes full responsibility for the payment of all payroll taxes, use, sales, income or any other form of taxes, fees, licenses, excises, or payments required by any Federal or State legislation which are now or which may be enacted during the term of this agreement as to all the Consultant's employees, and as to all the duties, activities, and requirements of the Consultant in the performance of this agreement.
16. Upon completion or termination of this agreement, the Consultant shall turn over all documents, records and file materials to the Agency.
17. The services required under this agreement are in connection with the following project:
Federal Aid No.: STPUS-Z924(003) Title: Engh Road SR 215/US 97 Intersection Improvements
Local Agency Agreement No.: 8485 Contract No.: TA-5536
18. The Consultant shall provide the following described services under the terms of this agreement:
 - a. Right-of-Way Services (See Attached Exhibit A)
19. The Consultant shall be paid five thousand five hundred dollars (5,500.00) for all services and expenses under this agreement. Such payment shall include all the Consultant's expenses in the performance of this agreement unless otherwise specified in Section 24. The Consultant may submit billings to the Agency for reimbursement of costs on a monthly basis. To provide a means of verifying the billed salary costs for the Consultant's employees, the Agency may conduct employee interviews. These interviews may consist of recording names, titles, salary rate, and present duties of those employees performing work on the project at the time of the interview. The Consultant's billing invoice shall include: the project title, Federal Aid No., description of the service rendered, the number of hours and rates of pay allocable to each service, and the dates worked.
20. The Consultant shall satisfactorily complete the services contracted for herein on or before _____ . On said date this agreement shall terminate. Billings for services performed after the said termination date will not be honored.
21. Revisions to this agreement may be made only by the mutual agreement of both parties to this agreement to execute an Agreement Supplement.
22. The _____, or his/her duly authorized representative will supervise the performance of this agreement and is the Consultant's contact with the Agency in all matters pertaining to this agreement.
23. This Personal Service Agreement is hereby tendered and the terms and obligations hereof shall not become binding on the Agency unless and until accepted and approved hereon in writing for the City of Omak, Mayor or his/her duly authorized representative.

Dated this ____ day of _____.

CITY OF OMAK

Agreement Proposed By:

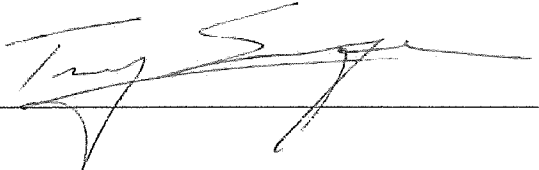
Mayor, City of Omak Date

Accepted and Approved:
City of Omak
Mayor Cindy Gagné

By

Title

Date



Owner

Title

Terry R. Savage

Typed Name

2314 N. Cherry Street, Ste 200

Address

Spokane Valley, WA 99216

509-928-8186

Phone

47-5209042

Tax ID Number

Personal Services Agreement Number

EX IBIT A

SCOPE OF WORK

CITY OF OMAK

ENGH ROAD - SR 215/US 97 INTERSECTION IMPROVEMENTS APPRAISALS FOR RIGHT OF WAY ACQUISITION

PROJECT DESCRIPTION

This scope of work provides for Right-of-Way services of a specialty Right-of-Way subconsultant, for purposes of valuing Right-of-Way necessary for construction of the Engh Road - SR 215/US 97 Intersection Improvements project.

Task 1 – Appraisals for Right of Way Acquisition

Provide the services of Terry Savage to perform the work described below

- Appraisals for Right-of-Way acquisition.

During the course of the project, Terry Savage will provide the client with detailed status and communicate as needed to address any issues related to the appraisals to conform to local, State and Federal guidelines.

DELIVERABLES

- Appraisals for Right-of-Way acquisition.

ASSUMPTIONS

Acquisitions will take place within 3 months of the start of negotiations.
Parcels will not require use of condemnation processes.