
AGENDA
OMAK CITY COUNCIL MEETING
August 5, 2019 – 7:00 PM



ORIGINAL

A. CALL TO ORDER

B. FLAG SALUTE

C. CITIZEN COMMENTS

D. CORRESPONDENCE AND MAYOR'S REPORT

E. CONSENT AGENDA:

1. Approval of minutes from July 15, 2019
2. Approval of Claims & Payroll

F. NEW BUSINESS:

1. Keith Shoe

2. Res. 54-2019 – Authorize Investment of City Monies into the LGIP



3. Res. 55-2019 – Approve Interagency Agreement with the DNR – Airport Water Infrastructure



4. Res. 56-2019 – Approve Task Order for Engineering Srvc - JUB – Airport Water Infrastructure



5. Ord. 1877 – Update OMC Chapter 18 Zoning



G. 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.



INTEROFFICE MEMORANDUM

TO: MAYOR GAGNÉ
OMAK CITY COUNCIL

FROM: CONNIE THOMAS, CITY CLERK

SUBJECT: RESOLUTION 54-2019—AUTHORIZE INVESTMENT OF CITY
MONIES IN THE LGIP

DATE: AUGUST 5, 2019

The attached **Resolution 54-2019-A Resolution Authorizing Investment of City of Omak Monies in the Local Government Investment Pool (LGIP)**, is presented to you for your review and consideration.

In 2014, the City adopted a Resolution 08-2014 that designated former City Administrator Ralph Malone authority to invest city money into LGIP. When updating our financial institution (Washington Federal) with LGIP, they noticed that Mr. Malone was no longer City Administrator. They require that we adopt the attached Resolution. LGIP stated that they are no longer requiring a name of the authorized individual only a title. This will reduce the need for a new resolution when there is turnover.

I approve this Resolution and respectfully request your adoption.

RESOLUTION NO. 54-2019

**RESOLUTION AUTHORIZING INVESTMENT
OF CITY OF OMAK MONIES IN THE
LOCAL GOVERNMENT INVESTMENT POOL**

WHEREAS, pursuant to Chapter 294, Laws of 1986, the Legislature created a trust fund to be known as the public funds investment account (commonly referred to as the Local Government Investment Pool (LGIP)) for the contribution and withdrawal of money by an authorized governmental entity for purposes of investment by the Office of the State Treasurer; and

WHEREAS, from time to time it may be advantageous to the authorized governmental entity, City of Omak, to contribute funds available for investment in the LGIP; and

WHEREAS, the investment strategy for the LGIP is set forth in its policies and procedures; and

WHEREAS, any contributions or withdrawals to or from the LGIP made on behalf of the governmental entity shall be first duly authorized by the City of Omak, or any designee of the governing body pursuant to this resolution, or a subsequent resolution; and

WHEREAS, the governmental entity will cause to be filed a certified copy of said resolution with the Office of the State Treasurer; and

WHEREAS, the governing body and any designee appointed by the governing body with authority to contribute or withdraw funds of the governmental entity has received and read a copy of the prospectus and understands the risks and limitations of investing in the LGIP; and

WHEREAS, the governing body attests by the signature of its members that it is duly authorized and empowered to enter into this agreement, to direct the contribution or withdrawal of governmental entity monies, and to delegate certain authority to make adjustments to the incorporated transactional forms, to the individuals designated herein.

NOW, THEREFORE, BE IT RESOLVED that the CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON, does hereby authorize the contribution and withdrawal of governmental entity monies in the LGIP in the manner prescribed by law, rule, and prospectus.

BE IT FURTHER RESOLVED that the governing body has approved the Local Government Investment Pool Transaction Authorization Form as completed by the City Administrator and incorporates said form into this resolution by reference and does hereby attest to its accuracy.

BE IT FURTHER RESOLVED that the governmental entity designates the City Administrator, the to authorize all amendments, changes, or alterations to the Form or any other documentation including the designation of other individuals to make contributions and withdrawals on behalf of the governmental entity.

BE IT FURTHER RESOLVED that this delegation ends upon the written notice, by any method set forth in the prospectus, of the governing body that the authorized individual has been terminated or that his or her delegation has been revoked. The Office of the State Treasurer will rely solely on the governing body to provide notice of such revocation and is entitled to rely on the authorized individual's instructions until such time as said notice has been provided.

BE IT FURTHER RESOLVED that the Form as incorporated into this resolution or hereafter amended by delegated authority, or any other documentation signed or otherwise approved by the authorized individual shall remain in effect after revocation of the authorized individual's delegated authority, except to the extent that the authorized individual whose delegation has been terminated shall not be permitted to make further withdrawals or contributions to the LGIP on behalf of the governmental entity. No amendments, changes, or alterations shall be made to the Form or any other documentation until the entity passes a new resolution naming a new authorized individual; and

BE IT FURTHER RESOLVED that the governing body acknowledges that it has received, read, and understood the prospectus as provided by the Office of the State Treasurer. In addition, the governing body agrees that a copy of the prospectus will be provided to any person delegated or otherwise authorized to make contributions or withdrawals into or out of the LGIP and that said individuals will be required to read the prospectus prior to making any withdrawals or contributions or any further withdrawal or contributions if authorizations are already in place.

PASSED AND ADOPTED by the OMAK CITY COUNCIL of the State of Washington on this _____ day of _____, 2019.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney

MEMORANDUM

To: Omak City Council
Cindy Gagnè, Mayor

From: Todd McDaniel, Administrator

Date: August 5, 2019

Subject: Resolution 55-2019 Interagency Agreement with the DNR

The Attached Resolution 55-2019, of the Omak City Council, Approving an Interagency Agreement Between the Washington State Department of Natural Resources for Airport Water Infrastructure, is forwarded for your consideration.

The DNR have identified the Omak Airport as a potential permanent site for a year round facility. The proposed facility will require major infrastructure improvements.

The DNR has received funding form the legislature for water infrastructure improvements that will benefit their existing operations and provide connections for future development. This project would certify, equip, and provide piping for delivery of water form the test well that was dug during our last DNR Interagency agreement in 2016.

The DNR recognizes that the City is best positioned to efficiently administer this project. This project will build a new water system that will be operated and maintained by the City. Under this agreement the DNR will reimburse the City for design and construction costs.

I am still working with Department of Commerce on the appropriation that the City received in 2018. If successful, the City will have approximately \$300K to go with the \$1.3M the DNR has earmarked for this project.

I approve this resolution and urge it Adoption

RESOLUTION No. 55-2019

A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING AN INTERAGENCY AGREEMENT BETWEEN THE CITY OF OMAK AND THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES FOR AIRPORT WATER INFRASTRUCTURE.

WHEREAS, the Revised Code of Washington, RCW 39.34 authorizes units of government within the State to enter into cooperative agreements for the provision of goods and services to each other; and

WHEREAS, the Department of Natural Resource has selected the Omak Airport as a potential site to construct a permanent facility; and

WHEREAS, the State Legislature has approved funding to the Department of Natural Resources to construct water infrastructure that will be required for future development at the Omak Airport; and

WHEREAS, the City of Omak has the resources and expertise to assist the Department of Natural Resources in the completion of this project; and

WHEREAS, this project is mutually beneficial to the City of Omak and the Department of Natural resources; and

WHEREAS, an Interagency agreement has been prepared that adequately defines the roles and the responsibilities of the City of Omak and the Department of Resources.

NOW, THEREFORE, BE IT RESOLVED by the Omak City Council, that the Interagency Agreement, between the City of Omak and Washington State Department of Natural Resources, a copy of which is attached hereto as "Exhibit A", is 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 APPROVED by the City Council of the City of Omak this _____ day of _____, 2019.

APPROVED:

Cindy Gagné, Mayor

Resolution No. 55-2019
August 5, 2019
Page 2 of 2

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

**INTERAGENCY AGREEMENT
BETWEEN
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
AND
THE CITY OF OMAK**

Agreement No. IAA

DRAFT

WHEREAS, this Agreement is entered into between the City of Omak, Washington (a municipal corporation), hereafter referred to as the “CITY”, and the Washington State Department of Natural Resources (a political division of the Washington State government with certain powers and authorities granted by Chapter 43.30 RCW), hereafter referred to as “DNR”, pursuant to Chapter 39.34 RCW, Interlocal Cooperation Act, for the purposes of providing architectural and engineering services in connection with a planned DNR facility, which is to be located adjacent to the Omak Municipal Airport and on land currently owned or managed by the City of Omak.

WHEREAS, the CITY entered upon a five-year agreement on or after December 7, 2015 with JUB Engineering of Spokane, WA (a third-party engineering consulting firm pursuant to Chapter 18.43 RCW), hereafter referred to as “A/E”, “CITY’s A/E, or “Subcontractor”, for purposes of providing airport master planning and other engineering services in connection with proposed land-use changes and planned improvements at or near the Omak Municipal Airport, including new airport-related buildings, taxiways, landing pads, access roads, parking, utility extensions, stormwater, etc.

WHEREAS, the selection process used by the CITY for the solicitation and procurement of the CITY’s A/E met the provisions of the Federal Aviation Administration, Advisory Circular 150/5100-14E, which complies with the provisions of RCW 39.80 for the procurement of architectural and engineering services.

WHEREAS, planned improvements within or immediately adjacent to the Omak Municipal Airport must be compliant with the airport master plan and other related Federal Aviation Administration (FAA) and Washington State Department of Transportation (WSDOT) Aviation regulations and guidelines.

WHEREAS, the planned DNR facility must be consistent with FAA-approved airport master planning documents, and further, must comply with all applicable FAA and WSDOT regulations, standards, and guidelines in relation to the Omak Municipal Airport.

WHEREAS, the CITY and DNR together agree that the A/E is the most-highly qualified engineering firm to represent both parties in the development of preliminary studies and reports, and the preparation of preliminary engineering plans, technical specifications, and construction estimates relating to the planned DNR facility and necessary improvements to the CITY’s airport infrastructure

(i.e. airport planning, water, roads, stormwater, etc.) given the A/E's incomparable knowledge, skills and understandings of the applicable FAA requirements and familiarity with the Omak Municipal Airport master planning efforts and airport infrastructure.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1.0 Statement of Work. The CITY shall retain the A/E together with its lower tier subcontractors necessary to develop preliminary studies and reports, and prepare architectural and engineering plans, technical specifications, and construction estimates relating to a planned DNR facility.

The architectural and engineering services shall be performed in a phased approach satisfactory to DNR. The CITY together with the A/E shall develop scopes of work and related fee estimates for each phase of work.

Attachment A, affixed hereto, shall serve as a preliminary listing of the anticipated phases of work, related architectural and engineering services to be rendered, and projected fee estimates in connection with the planned DNR Facility. Both the CITY and DNR acknowledge that the anticipated phases and services may be amended over the course of the project to reflect actual phases and services needed based on specific direction provided by DNR in relation to the design and construction of the planned facility.

Nearing completion of each phase of the work, the CITY shall present a scope of work, relative fee proposal, and deliverable schedule for the subsequent phase of work to be performed by the A/E to DNR for review and comment. DNR will review and provide comments on services or relative fees directly to the A/E and the CITY, and reserves the right to request add, delete, modify, amend, or otherwise define the proposed architectural and engineering services based on DNR's actual needs.

Upon completion of DNR's review, revision of scope or fees (if necessary) and acceptance in writing of the final scope of work, related fee proposal, delivery schedule for each subsequent phase of work to be performed, the CITY shall authorize the A/E to proceed with said phase of work.

All services rendered along with work products and deliverables developed under this Agreement shall conform to applicable codes and standards, which include, but are not limited to, the following:

- All applicable State and Local Land-Use and other codes, standards, and guidelines as may be applicable to the proposed work.
- Applicable federal, state, and local land-use and environmental rules, including terms and conditions of any permits or approvals issued, or as may be applicable, to the planned work.
- Safety and Health Standards, Codes, Rules and Regulations as may be applicable to the planned work.
- 2015 International Building Code (IBC), 2015 International Mechanical Code, 2015 Fire Code, and Washington State Energy Code, including the current Washington State code

- amendments (as applicable).
- WADOH Water System Design Manual, December 2009 (or current edition).
 - Okanogan County Public Health, On-Site Sewage Disposal Regulations, March 2008 (or current edition).
 - 2010 ADA Standards for Accessible Design, or most current edition (as necessary).
 - Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition and any amendments thereto (as necessary).
 - Other applicable federal, state, or local laws, codes, or standards in relation to the planned work.

DNR at its sole discretion reserves all rights to include or otherwise accept the use of other design and/or construction standards and guidelines for use in planning, designing, or constructing the planned facility improvements, when it is deemed to be in the best interests of the State to do so.

All professional services furnished by the CITY through its A/E (or any of its low tier subcontractors) shall be performed by or under the direct supervision of persons licensed to practice their respective discipline, including architecture, engineering, surveying or other professions (as applicable), by the State of Washington, and by personnel who are careful, skilled, experienced and competent in their respective trades or professions, and who are professionally qualified to perform the Work, and further, who shall assume professional responsibility for the accuracy and completeness of the services performed, including all work products and deliverables prepared or reviewed under their direct supervision.

During the period of performance of this Agreement, the CITY agrees not to terminate for convenience, or allow any substitutions or withdrawals of the A/E, its key personnel assigned, or any of its lower tier subcontractors, without DNR's expressed written consent. DNR recognizes extenuating circumstances may occur which may be cause for early termination by the CITY during the period of performance of this Agreement that are beyond the CITY's control (i.e. company dissolution, employee promotions, layoffs or terminations, etc.). In such circumstances, the CITY shall agree to notify DNR immediately in writing. Such notification shall include: (i) an explanation of the circumstances necessitating termination, substitution, or withdrawal; (ii) a complete statement of qualifications (including professional resumes) of any proposed substitute; and (iii) any other information requested by DNR to allow for evaluation the substitution request. All proposed substitutes shall have qualifications equal to or better than the qualifications of the person or entity to be replaced. DNR is under no obligation to honor any such request, and may approve or disapprove a portion of the request or the entire request at its sole discretion.

In the event, the CITY takes action necessary to terminate the A/E for cause or requires the dismissal of any of the A/E's lower tier subcontractors assigned to the DNR facility project, the CITY will provide DNR with a 20 calendar day advanced written notice stating the specific conditions or circumstances leading to termination and the date on which services by the A/E or any of its lower tier subcontractors will terminate.

2.0 Period of Performance. The period of performance of this Agreement shall begin following the date of final signature by both parties, and shall terminate on or before June 30, 2021 unless extended in writing by both parties prior to termination.

3.0 Payment. Both parties estimate that the cost of architectural and engineering services shall not exceed **\$313,841.58 for ALL PHASES** of work to be performed by the A/E in connection with this Agreement unless specifically amended in writing by both parties. Payment for satisfactory performance of actual services rendered and work performed shall not exceed this amount unless the parties mutually agree to a higher amount prior to the A/E beginning any services or work that could cause the maximum payment to be exceeded.

Payment for services actually rendered by the CITY and A/E shall be based on the fees, rates, charges and other terms and conditions as outlined in the CITY's Agreement with the A/E, which is attached hereto as Attachment B. Attachment B is comprised of the J-U-B Engineering, Inc. Agreement for Professional Services (four pages) Attachment 1- Scope of Services and/or Schedule and/or Basis of Fee (1 page), Attachment 2- Special Provisions (one page).

4.0 Billing Procedures. The CITY shall submit invoices on a monthly basis to DNR. Payment for approved goods and/or services will be made by check, warrant or account transfer within 30 calendar days following receipt of the invoice by DNR. Upon expiration of this Agreement, any remaining invoices shall be paid, if said invoices are received within 30 calendar days following the termination date. However, invoices for all work performed within DNR's fiscal year must be submitted within 15 calendar days after the end of the fiscal year (June 30).

Each invoice submitted to DNR shall include information needed by DNR to ascertain the exact nature of all expenditures and completed work. At a minimum, each invoice provided by the CITY shall specify the following:

- (1) A detailed breakdown of each task item consistent with the DNR approved scope of work and relative fee schedule for each phase of work along with the percentage completed. All hours billed shall be assigned to discrete tasks within each scope of work item.
- (2) A progress report or narrative summary of all work completed during the billing period.
- (3) Total Contract Amount and Total Amount Remaining for each DNR-approved phases of work indicating the portions attributable to the CITY, A/E and any of its lower tier subcontractors, and the Total Amount of DNR-Approved Phases of Work and Total Remaining Amount.
- (4) Agreement number
- (5) Billing period.
- (6) Invoice number.

(7) The Total Invoice Amount Due.

(8) Copies of all actual invoices submitted to the CITY and prepared by the A/E, including any invoices prepared by any of the A/E's lower tier subcontractors providing services or materials in connection with this Agreement.

5.0 Records Maintenance. The CITY shall maintain all books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by the CITY, A/E or any lower tier subcontractors used in providing the services and determining the fees described here. These records shall be made available for inspection, review, or audit by personnel of the DNR, other personnel authorized by the DNR, the Office of the State Auditor, and federal officials as authorized by law within 14 calendar days upon request by DNR.

The CITY shall keep all books, records, documents, and other material relevant to this Agreement for a period of not less than six years following the termination date of this Agreement. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period at any time.

Records and other documents in any medium furnished by one party to this Agreement to the other party, will remain the property of the DNR, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

6.0 Rights to Data. Materials used in the performance of this Agreement, including work products and deliverables, shall be owned by such party as determined by law. The owner of any such materials hereby grants or, if necessary and to the extent reasonably possible, shall obtain and grant a perpetual, unrestricted, royalty free, non-exclusive license to the other party to use the materials for internal purposes.

7.0 Independent Capacity. The employees or agents of each party who are engaged in performing this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

8.0 Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

9.0 Termination for Convenience. DNR may terminate this Agreement for convenience at any time during the period of performance by providing a written notice to the CITY establishing an effective date of termination. Upon termination by DNR, the CITY shall immediately provide written notice to the A/E and all of its subcontractors to cease work. DNR shall be liable to pay for only those services rendered, work performed, or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

10.0 Termination for Cause. If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will provide the other party written notice of the failure or violation. The aggrieved party will provide the other party 15 calendar days to correct the violation or failure. If the failure or violation is not corrected within 15 calendar days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

11.0 Disputes. If a dispute arises, each party will make a good faith effort to resolve issues at the lowest possible level in their respective agencies. If they cannot resolve an issue, they will elevate the issue within their respective chains of command to resolve it.

In the event that a dispute under this Agreement cannot be resolved by the parties themselves, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, the parties may pursue a third party dispute resolution as the parties mutually agree to in writing.

12.0 Governance. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

13.0 Order of Precedence. If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable State and federal statutes and rules;
- (2) Statement of Work; and
- (3) Any other provisions of this Agreement, including materials incorporated by reference.

14.0 Assignment. The work to be provided under this Agreement and any claim arising from this Agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

15.0 Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

16.0 Subcontracting. "Subcontractor" means one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement. The terms "subcontractor" and "subcontractors" mean any subcontractor(s) in any tier.

Except as otherwise provided in this Agreement, the CITY shall not subcontract any of the contracted services without the prior approval of DNR. The CITY is responsible to ensure that all terms, conditions, assurances and certifications set for in this Agreement are included in any and all Subcontracts. Any failure of CITY or its Subcontractors to perform the obligations of this Agreement shall not discharge CITY from its obligations under this Agreement.

17.0 Severability. The provisions of this Agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

16.0 Hold Harmless and Indemnification. To the fullest extent permitted by law, the CITY shall indemnify, defend (with counsel acceptable to DNR), and hold harmless DNR, its officials, agents, and employees, from and against all claims arising out of or resulting from the performance of the Agreement. "Claim" as used in this Agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. The CITY's obligation to indemnify, defend, and hold harmless includes any claim by the CITY's agents, employees, representatives, any subcontractor or its employees, or any third party.

However, the CITY shall not indemnify, defend, or hold harmless DNR, its officials, agents, and employees for claims caused by or resulting from the sole negligence of DNR, its officials, agents, and employees and in the event of concurrent negligence by (1) the CITY, its agents, employees, representatives, any subcontractor or its employees, or any third party and (2) DNR, its officials, agents, and employees, then the CITY's obligation to indemnify, defend, and hold harmless DNR, its officials, agents, and employees shall be valid and enforceable only to the extent of the CITY, its agents, employees, representatives, any subcontractor or its employees, or any third party's share of any concurrent negligence.

The CITY waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless DNR and its officials, agents or employees.

17.0 Insurances. The CITY shall agree to provide and maintain, or require its subcontractors to purchase and maintain, the minimum coverages of insurance as described below:

1. Commercial General Liability (CGL) insurance providing bodily injury liability and property damage liability with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate limits.
2. Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury

by accident or \$1,000,000 each employee for bodily injury by disease.

3. Business Automobile Liability insurance and, if necessary, commercial umbrella liability insurance with a minimum limit of liability of not less than \$1,000,000 per occurrence for all owned, non-owned, and hired automobiles.
4. Workers Compensation insurance for its employees that complies Title 51 RCW. Except as provided by law, the CITY waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.
5. Professional Liability Insurance, if services delivered pursuant to this contract, either directly or indirectly, involve or require providing professional services. Such coverage shall cover injury or loss resulting from rendering or failing to render professional services. The CITY shall provide, or require the A/E and its subcontractors, to maintain the minimum coverage limits of not less than \$1 million per incident, loss, or person, as applicable. If defense costs are paid within the limit of liability, the City shall require A/E to maintain limits of \$2 million per incident, loss, or person, as applicable. If this policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss, or person limit.

If professional liability insurance is written on a "claims-made" basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this contract. The CITY shall require that the A/E disclose to DNR the existence and nature of any "laser beam" endorsement that applies to any liability insurance policy purchased in accord with this contract. The CITY shall require the A/E to purchase and maintain professional liability insurance for a period of 24 months after completion of this Agreement. This requirement may be satisfied by the continuous purchase of commercial insurance of an extended reporting period.

All policies of insurances shall be issued from an insurer admitted to do business in Washington with an A.M. Best financial strength rating of A- or better, that will protect it from bodily injury or property damage claims arising out of its operation under this Agreement. Said policies, except for professional liability insurance, must provide liability coverage on an occurrence basis.

The CITY shall require that all insurance policies of the A/E and its subcontractors name the "State of Washington, Department of Natural Resources, its elected and appointed officials, agents, and employees" as an additional insured via endorsement on all general liability, excess liability, and umbrella insurance policies required by this Agreement.

The CITY, or its subcontractor, shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified above. The CITY shall agree to DNR with 30 calendar-day written notice of the cancellation or non-renewal of any insurance referred to herein, and shall require the same of the A/E

and its subcontractors.

All insurance provided by the CITY or any its subcontractors shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, DNR. All rights against DNR for recovery of damages by the CITY or any its subcontractors shall be waived to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this Agreement.

18.0 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

19.0 Contract Management. The Project Manager for each of the parties shall be the contact person for this Agreement. All communications and billings will be sent to the Project Managers as follows:

(1) CITY Project Manager:

Todd McDaniel, CITY Administrator
City of Omak, PO Box 72, Omak, WA 98841
(509) 826-1170 or 509-846-9157; admin@omakcity.com)

(2) DNR Project Manager:

Dale Mix, Director of Engineering and General Services
WA Department of Natural Resources, MS 47030, Olympia, WA 98501-7030
(360) 902-1199 or (360) 790-5445; dale.mix@dnr.wa.gov

Successors and assigns may be appointed by either the CITY or DNR for the above mentioned project managers during the term of this Agreement. Any such appointment shall be done in writing and shall take effect immediately upon receipt by the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF OMAK
PO Box 72
Omak, WA 98841

Dated: _____, 2019

By: _____

Title: _____

Phone: _____ (509) 826-6531

email: _____

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
1111 Washington Street SE, MS 47030
Olympia, WA 98504-7030

Dated: _____, 2019

By: _____

Title: _____

Phone: _____

email: _____

APPROVED AS TO FORM ONLY:

_____ day of _____ 2019

By: _____
Assistant Attorney General

EXHIBIT 1-A: WORK BREAKDOWN STRUCTURE
BASIS OF FEE ESTIMATE



Client Name: City of Omak
Project Name: City of Omak Airport Water Infrastructure
Date: July 25, 2019

TASK	DESCRIPTION	PRINCIPAL IN CHARGE	SENIOR QA QC	DESIGN ENGINEER	STRUCTURAL ENGINEER	CONSTRUCTION OBSERVER	ENVIRONMENTAL SPECIALIST	PROFESSIONAL LAND SURVEYOR	SURVEY TECHNICIAN	SURVEY CREW	CADD TECHNICIAN	ADMINISTRATIVE ASSISTANT	JUB EXPENSES	SUBCONSULTANT EXPENSES	SUBTOTAL	
1	PROJECT MANAGEMENT															
1.01	Project Management	8.0		8.0									48.0	\$ 212.40	\$ -	\$ 7,651.92
2	WATER SYSTEM PLAN AND WATER RIGHTS															
2.01	Small Water System Management Plan	4.0		30.0							6.0	2.0	\$ 150.00	\$ -	\$ 5,041.89	
2.02	Engineering Report to DCH	4.0		16.0							4.0	2.0	\$ 50.00	\$ -	\$ 3,229.36	
2.03	Correspondence with DCH for New Water System	4.0		6.0								2.0	\$ 20.00	\$ -	\$ 1,911.32	
2.04	Water Rights Filing Assistance for Lease from OJD	4.0		20.0								2.0	\$ 20.00	\$ -	\$ 3,193.04	
3	PHASE I DESIGN SERVICES															
3.01	Kickoff Meeting (phone conference)	2.0		4.0								2.0	\$ 20.00	\$ -	\$ 1,068.20	
3.02	Geotechnical Investigations	4.0		8.0								4.0	\$ 50.00	\$ 5,000.00	\$ 7,148.40	
3.03	Site Topographic Surveying, Set Benchmarks	2.0		4.0				8.0	16.0	36.0	16.0	4.0	\$ 1,054.38	\$ -	\$ 11,205.30	
3.04	Demolition Plan	1.0		8.0								1.0	\$ -	\$ -	\$ 2,031.58	
3.05	Water Well Building	4.0	8.0	40.0	20.0							1.0	\$ -	\$ 2,000.00	\$ 16,929.92	
3.06	Water Distribution Piping	2.0	8.0	30.0								1.0	\$ -	\$ -	\$ 8,786.72	
3.07	Limited Reservoir Design (future phase)	2.0	8.0	40.0	40.0							1.0	\$ -	\$ 2,000.00	\$ 22,462.34	
3.08	Prepare and Submit FAA Form 7460	1.0		8.0								1.0	\$ -	\$ -	\$ 1,598.42	
3.09	Site Grading Improvements	2.0	8.0	20.0								1.0	\$ -	\$ -	\$ 8,371.04	
3.10	Electrical Site Improvements	2.0	2.0	8.0								1.0	\$ -	\$ 2,000.00	\$ 5,099.00	
3.11	Telecommunication Improvements	2.0	2.0	8.0								1.0	\$ -	\$ 2,500.00	\$ 5,099.00	
3.12	Update SCADA to new well source	2.0		4.0								4.0	\$ 1.00	\$ -	\$ 4,500.00	
3.13	Coordination with DCH, DCH, OJD for New Water Source	4.0		8.0								4.0	\$ 40.00	\$ -	\$ 2,145.40	
3.14	95% project specifications and contract document	2.0		30.0							16.0	4.0	\$ 50.00	\$ -	\$ 5,814.89	
3.15	95% Opinion of Probable Cost	2.0	2.0	8.0								2.0	\$ 20.00	\$ -	\$ 1,445.22	
3.16	SEPA and CATEX preparation	2.0		4.0			40.0					2.0	\$ 252.40	\$ -	\$ 4,983.60	
3.17	OA review, feedback from SCE, DCH, OJD	2.0		4.0								2.0	\$ 40.00	\$ -	\$ 1,092.20	
3.18	Final project specifications and contract documents	2.0		12.0							24.0	4.0	\$ 100.00	\$ 2,500.00	\$ 7,307.12	
3.19	Final Opinion of Probable Construction Cost	2.0		4.0								1.0	\$ 20.00	\$ 250.00	\$ 1,215.66	
4	PHASE I BIDDING ASSISTANCE															
4.01	Bid Advertisement and Electronic Publication	2.0		8.0								2.0	\$ 50.00	\$ -	\$ 1,935.40	
4.02	Pre-Bid Conference	8.0		8.0								2.0	\$ 162.40	\$ 500.00	\$ 3,385.00	
4.03	Respond to Bidders Questions, Prepare Bid Addenda	2.0		16.0								4.0	\$ 20.00	\$ 300.00	\$ 2,655.60	
4.04	Bid Opening	2.0		8.0								1.0	\$ 162.40	\$ -	\$ 1,535.50	
4.05	Bid Tabulation, Recommendation for Award	1.0		4.0								2.0	\$ 20.00	\$ -	\$ 860.36	
5	PHASE I CONSTRUCTION SERVICES															
5.01	Pre-Construction Conference	8.0		8.0								2.0	\$ 212.40	\$ 500.00	\$ 3,435.09	
5.02	Contractor RFI's	12.0		12.0	8.0							2.0	\$ 20.00	\$ 850.00	\$ 6,356.29	
5.03	Monitor and Prepare Change Order	12.0		20.0								2.0	\$ 20.00	\$ 500.00	\$ 5,556.36	
5.04	Perform full-time construction observation, prepare reports	12.0		24.0		600.0						24.0	\$ 10,948.80	\$ 750.00	\$ 89,079.49	
5.05	Certified Payrolls, Wage Compliance, Employee Interviews	2.0		24.0	8.0							48.0	\$ 50.00	\$ 1,700.00	\$ 11,207.04	
5.06	Review contractor material submittals	4.0		20.0	8.0							4.0	\$ 50.00	\$ 1,700.00	\$ 6,665.52	
5.07	Construction geotechnical materials testing	4.0		8.0								4.0	\$ 50.00	\$ 9,000.00	\$ 11,146.40	
5.08	Review contractor applications for payment	4.0		122.0								4.0	\$ 20.00	\$ -	\$ 14,298.44	
5.09	Attend project start-up meeting	8.0		8.0								2.0	\$ 152.40	\$ 500.00	\$ 3,385.00	
5.10	Prepare Record Drawings	4.0		16.0							30.0	4.0	\$ 262.40	\$ 500.00	\$ 6,862.38	
5.11	Prepare project closeout documentation	8.0		20.0								8.0	\$ 29.00	\$ 250.00	\$ 4,899.24	
TOTAL HOURS		161.0	28.0	676.0	84.0	600.0	40.0	8.0	16.0	36.0	288.0	213.0				
SUBTOTAL COSTS		\$ 33,462.24	\$ 6,642.02	\$ 71,596.20	\$ 16,325.40	\$ 69,652.00	\$ 3,653.20	\$ 1,409.76	\$ 1,553.28	\$ 4,251.96	\$ 31,187.52	\$ 21,841.02	\$ 14,316.98	\$ 97,750.00	\$ 313,841.58	

AGREEMENT BETWEEN CITY AND A/E



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B ENGINEERS, INC. Standard Exhibit A – Construction Phase Services

Client Name: City of Omak

Project: City of Omak Airport Water Infrastructure

The Agreement for Professional Services dated July 25, 2019 (J-U-B Project No. 70-19-028) is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- 1. General Administration of the Contract Documents. Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.
2. Pre-Construction Conference. Participate in a pre-construction conference.

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

Yes

No

a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

Yes

No

b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

Yes

No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

Yes

No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

Yes

No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

Yes

No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

Yes

No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

Yes

No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

- Yes 10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- No
- Yes 11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- No
- Yes 12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- No
- Yes 13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- No
- Yes 14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- No
- Yes 15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
- No

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- Yes 1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.
 No

- Yes 2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.
 No

- Yes 3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.
 No

- Yes 4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.
 No

- Yes 5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 No

- Yes 6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.
 No

- Yes 7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.
 No

- Yes 8. *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.
 No

- Yes 9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
 No

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.
3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
4. *Liaison.* Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.
6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
8. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Startups.*
 - a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.
10. *Records.*
 - a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.
 - c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
 - d) Maintain records for use in preparing documentation of the Work.
 - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.

11. *Reports.*

- a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to CLIENT copies of all inspection, test, and system startup reports.
- d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.

14. *Completion.*

- a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
- b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
- c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services .
3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.
7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
8. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub-consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

CLIENT Task Order No. 70-15-055-003
J-U-B Project No. 70-19-028
Omak Municipal Airport

DATE: July 25, 2019

PROJECT: CITY OF OMAK AIRPORT WATER INFRASTRUCTURE

RE: Master Engineering Services Agreement between The City of Omak (CLIENT) and J-U-B ENGINEERS, Inc., (J-U-B), dated OCTOBER 19, 2015.

Upon execution of this Task Order by CLIENT and J-U-B in the space provided below, this Task Order will serve as authorization for J-U-B to carry out and complete the services set forth below in accordance with the referenced Agreement between the CLIENT and J-U-B.

PART 1. Purpose:

The City of Omak wishes to develop infrastructure near the Omak Airport, including municipal water source, for fire suppression and water flow. Work generally includes conversion of test well to domestic well source, water distribution piping, preparation for future reservoir construction, other utility improvements, and site preparation for multiple phase development for the Department of Natural Resources (DNR) Fire Center facilities. Improvements are expected to be operated and maintained by the City of Omak. Review agencies and stakeholders include CLIENT (City of Omak), DNR, Washington Department of Health (DOH), Washington Department of Ecology (DOE), Okanogan Irrigation District (OID), Federal Aviation Administration (FAA), and the local Public Utility District (PUD).

PART 2. Scope of Services:

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 001: Project Management

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Conduct project planning and risk assessment.
3. Coordinate quality assurance / quality control (QA/QC) processes.
4. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
5. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
6. Regularly monitor project status, budget and schedule.
7. Attend client meetings to report project status, as invited by the CLIENT.
8. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
9. Provide a monthly invoice including budget status.
10. Provide ongoing document handling and filing.

B. Task 002: Water System Plan and Water Rights

1. For this task, J-U-B will:
 - a. Assist CLIENT in process to convert the test well into a domestic well per DOE standards.
 - b. Analyze availability of water rights and obtain new water rights, if needed.
 - c. Assist CLIENT in process to file water rights lease from OID.
2. Assumptions:
 - a. DOH will require Small Water System Management Plan document, Engineering Report, and other associated paperwork to authorize use of test well for domestic consumption under a Group A water system.
 - b. CLIENT will be lead contact with DOH for establishing Group A water system.
 - c. CLIENT will be lead contact for water rights lease from OID.
3. Deliverables:
 - a. Small Water System Management Plan.
 - b. Engineering Report.
 - c. Assistance with Water Rights from OID, Duck Lake Groundwater Subarea.

C. Task 003: Phase I Design Services

1. For this task, J-U-B will:
 - a. Attend design kick-off meeting by phone with CLIENT and stakeholders.
 - b. Conduct geotechnical investigations of proposed well building and future reservoir site.
 - c. Conduct site topographic survey and set benchmarks for construction.
 - d. Prepare project specifications, contract documents, and engineering plans, including:
 - i. Demolition Plan.
 - ii. Water Well Building.
 - iii. Water Distribution Piping.
 - iv. Limited Reservoir Design.
 - v. FAA Form 7460 Submittal.
 - vi. Site Grading Improvements.
 - vii. Electrical Site Improvements.
 - viii. Telecommunication Improvements.
 - ix. SCADA Improvements with CLIENT system.
 - e. Coordination with CLIENT, DOE, DOH, and local PUD for review and approval.
 - f. SEPA and CATEX preparation assistance.
 - g. Final Project Specifications and Contract Documents after Agency Review and Feedback.
 - h. Prepare Opinion of Probably Construction Costs.
2. Assumptions:
 - a. Sewer connections will be made during a future phase.
 - b. Power to be provided from nearby pole provided by local PUD.
 - c. Telecommunication to be provided from nearest junction at Bide-A-Wee Road.
3. Deliverables:
 - a. 35% project specifications, contract documents, and opinion of probable cost.
 - b. 65% project specifications, contract documents, and opinion of probable cost.
 - c. Agency Review 95% project specifications, contract documents, and opinion of probable cost.
 - d. 100% project specifications, contract documents, and opinion of probable cost.

D. Task 004: Phase I Bidding Assistance

1. For this task, J-U-B will:
 - a. Provide technical assistance to CLIENT during bidding period for questions and/or clarification regarding bid document, and review the submitted bids for mathematical and document errors.
 - b. Assumptions:
 - i. Bids will be published electronically.
 - ii. Pre-Bid Conference will be held.
 - iii. One or more addenda may be issued in response to Bidder's questions and/or clarifications.
 - c. Deliverables:
 - i. Bid Addenda, as needed.
 - ii. Bid Tabulation.
 - iii. Recommendation of Award.

E. Task 005 Phase I Construction Services

1. For this task, J-U-B will:
 - a. Attend the pre-construction conference and prepare a written report from the conference
 - b. Respond to Contractor's questions and/or requests for information.
 - c. Negotiate and prepare change order proposals, if necessary. J-U-B shall obtain authorization from the City of Omak before giving the Contractor approval to proceed on any additive changes.
 - d. Perform full-time construction observation services on the project, including preparing inspection reports.
 - e. Provide Davis-Bacon prevailing wage documentation including certified payrolls, wage interviews, and Davis-Bacon compliance reporting.
 - f. Oversee construction geotechnical materials testing.
 - g. Review contractor material submittals.
 - h. Review and forward contractor payment requests to the City of Omak.
 - i. Attend the project start-up meeting.
 - j. Prepare record drawings, if necessary.
 - i. The record drawings will be prepared based on information gathered during field observations as well as information provided by others. The accuracy or completeness of information provided by others will not be verified by J-U-B.
 - ii. If the record drawings will be a public record, J-U-B will grant the public entity with jurisdiction the right to copy and disseminate the hard copy or digital image to those who legitimately request the information in writing. Any release, use, or reuse by the public entity, any individual, or organization, shall be at the public entity's, individual's, and/or organization's sole risk and without liability or legal exposure to J-U-B.
 - iii. Any seals of the registrants included on the record drawings will represent that the drafting of the record drawing information was completed by staff under the registrants' responsible charge.
 - k. Assist CLIENT to prepare documentation for agency approval and acceptance (DNR, DOH, DOE, FAA, PUD).
 - l. Obtain and review project closeout documentation, as required.
 - m. Archive paper and electronic files and records.
 - n. Communicate the project completion to CLIENT and other affected agencies and stakeholders, as required.
 - o. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.

2. Assumptions:
 - a. Construction observation by J-U-B will be full-time, 5 days a week, for a 12-week construction period. Construction observation schedule may be adjusted with authorization from CLIENT.
 - b. CLIENT will assist in coordinating agency approval documentation and requirements.
3. Deliverables:
 - a. Pre-construction conference report.
 - b. Change order proposals, as needed.
 - c. Submittals log.
 - d. Observation and materials testing reports.
 - e. Certified payrolls and wage compliance documentation, as necessary.
 - f. Startup meeting record.
 - g. Record drawings.
 - h. Other closeout documentation, as required by review agencies (DOH, DOE, OID).

PART 3. Client-Provided Work and Additional Services:

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
 1. Provide backhoe for excavation of geotechnical test pits, as needed.
 2. Provide clearance for accessing portions of Omak Airport, as needed, during design and construction.
 3. Provide historical operating and monitoring data available.
 4. Pay for agency review fees, if required.
 5. Perform water quality sampling and pay for and conduct testing, if required.
 6. Provide copies of previous reports, plans, record drawings, etc.
 7. Negotiate and acquire all property, right-of-ways, and easements, if required.
 8. Apply for and negotiate with agencies and other applicable parties for variances that may be necessary for improvements.
 9. Provide utility location services.
 10. Provide public involvement services.
 11. Secure all funding required for the project. Track allocation of project costs among the various funding sources, prepare funding applications and status summaries for agencies, and complete reimbursement requests that are required by the funding agencies.
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
 1. Future sewer service evaluation.
 2. Robinson Canyon Road realignment evaluation and report.
 3. Record of Survey.
 4. Easement, right-of-way maps, property acquisition.
 5. Provide public involvement services.
 6. Future Phase Design and Construction services (reservoir, other DNR development, improvements at the airport).

PART 4. Basis of Fee and Schedule of Services:

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
 1. For Time and Materials fees:

- a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.1
 - c. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. Period of Service: If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.

C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
001	Project Management	Time and Materials (Estimated Amount Shown)	\$7,651.92	Concurrent with work progress
002	Water System Plan and Water Rights	Time and Materials (Estimated Amount Shown)	\$13,376.30	Concurrent with work progress
003	Phase I Design Services	Time and Materials (Estimated Amount Shown)	\$119,440.72	Multiple drafts for CLIENT review as mutually agreed after executed contract, notice to proceed, and receipt of all required data
004	Phase I Bidding Assistance	Time and Materials (Estimated Amount Shown)	\$10,572.34	Concurrent with work progress (December 2019)
005	Phase I Construction Services	Time and Materials (Estimated Amount Shown)	\$162,800.30	As mutually agreed to by CLIENT and J-U-B
Total:			\$313,841.58	

E. The above fees were developed from the Work Breakdown Structure (WBS) attached as Exhibit 1-A.

Exhibit(s):

- Exhibit 1-A: Work Breakdown Structure
- Standard Exhibit A: Construction Phase Services

SIGNATURES

CLIENT:

City of Omak

By: Cindy Gagne

Title: Mayor

Date: _____

ENGINEER:

J-U-B ENGINEERS, Inc.

By: Layne L. Merritt, P.E.

Title: Area Manager

Date: _____

For internal J-U-B use only:

PROJECT LOCATION (STATE): Washington

TYPE OF WORK: City

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

1. Water Supply/Treatment/Distribution (W03)
2. Surveying (L02)
3. Municipal/Utility Engineering (203)
4. Construction Management (C15)
5. Construction Inspection/Observation (T02)

MEMORANDUM

To: Omak City Council
Cindy Gagnè, Mayor

From: Todd McDaniel, Administrator

Date: August 5, 2019

Subject: Resolution 56-2019 Task order 70-15-055-003 with JUB Engineers Inc.

The Attached Resolution 56-2019, of the Omak City Council, Approving Task Order No. 70-15-055-003 to the contract for Engineering Services with JUB Engineers Inc. Airport Water Infrastructure. is forwarded for your consideration.

The City is in contract with JUB to provide On Call engineering services for the airport. The City has partnered with the DNR to make water improvements at the airport and is in need of design, contracting and construction services.

This is Task order defines the scope and deliverables required of JUB and the City to successfully complete the water improvement project. This contract has a do not exceed amount \$313,841.58.

Funding for these services will passed on to the DNR for reimbursement.

I approve this resolution and urge it Adoption

RESOLUTION NO. 56-2019

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING TASK ORDER
No. 70-15-055-003 TO THE CONTRACT FOR ENGINEERING SERVICES
WITH J-U-B ENGINEERS, INC. FOR AIRPORT WATER INFRASTRUCTURE**

WHEREAS, the City of Omak engaged the firm of J-U-B Engineers, Inc. to provide professional engineering services for the Omak Airport in 2015 by adoption of Resolution No. 42-2015 on December 7, 2015; and

WHEREAS, the City and the Washington State Department of Natural Resources (DNR) has entered into an interagency agreement for design and construction of water infrastructure by Resolution 55-2019; and

WHEREAS, the engineering services of J-U-B Engineers, Inc. were sought to provide engineering design and construction services for this this project; and

WHEREAS, the cost of these services will be reimbursable through the interagency agreement between the Washington State Department of Resources and the City of Omak.

NOW, THEREFORE BE IT RESOLVED by the Omak City Council that Task Order No. 70-15-055-003 to Contract for Engineering Services with J-U-B Engineers, Inc., a copy of which is attached hereto and marked Exhibit "A", is hereby approved, and the Mayor is authorized and directed to execute that document on behalf of the City.

PASSED AND APPROVED this ____ day of _____, 2019.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

CLIENT Task Order No. 70-15-055-003
J-U-B Project No. 70-19-028
Omak Municipal Airport

DATE: July 25, 2019

PROJECT: CITY OF OMAK AIRPORT WATER INFRASTRUCTURE

RE: Master Engineering Services Agreement between The City of Omak (CLIENT) and J-U-B ENGINEERS, Inc., (J-U-B), dated OCTOBER 19, 2015.

Upon execution of this Task Order by CLIENT and J-U-B in the space provided below, this Task Order will serve as authorization for J-U-B to carry out and complete the services set forth below in accordance with the referenced Agreement between the CLIENT and J-U-B.

PART 1. Purpose:

The City of Omak wishes to develop infrastructure near the Omak Airport, including municipal water source, for fire suppression and water flow. Work generally includes conversion of test well to domestic well source, water distribution piping, preparation for future reservoir construction, other utility improvements, and site preparation for multiple phase development for the Department of Natural Resources (DNR) Fire Center facilities. Improvements are expected to be operated and maintained by the City of Omak. Review agencies and stakeholders include CLIENT (City of Omak), DNR, Washington Department of Health (DOH), Washington Department of Ecology (DOE), Okanogan Irrigation District (OID), Federal Aviation Administration (FAA), and the local Public Utility District (PUD).

PART 2. Scope of Services:

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 001: Project Management

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Conduct project planning and risk assessment.
3. Coordinate quality assurance / quality control (QA/QC) processes.
4. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
5. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
6. Regularly monitor project status, budget and schedule.
7. Attend client meetings to report project status, as invited by the CLIENT.
8. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
9. Provide a monthly invoice including budget status.
10. Provide ongoing document handling and filing.

B. Task 002: Water System Plan and Water Rights

1. For this task, J-U-B will:
 - a. Assist CLIENT in process to convert the test well into a domestic well per DOE standards.
 - b. Analyze availability of water rights and obtain new water rights, if needed.
 - c. Assist CLIENT in process to file water rights lease from OID.
2. Assumptions:
 - a. DOH will require Small Water System Management Plan document, Engineering Report, and other associated paperwork to authorize use of test well for domestic consumption under a Group A water system.
 - b. CLIENT will be lead contact with DOH for establishing Group A water system.
 - c. CLIENT will be lead contact for water rights lease from OID.
3. Deliverables:
 - a. Small Water System Management Plan.
 - b. Engineering Report.
 - c. Assistance with Water Rights from OID, Duck Lake Groundwater Subarea.

C. Task 003: Phase I Design Services

1. For this task, J-U-B will:
 - a. Attend design kick-off meeting by phone with CLIENT and stakeholders.
 - b. Conduct geotechnical investigations of proposed well building and future reservoir site.
 - c. Conduct site topographic survey and set benchmarks for construction.
 - d. Prepare project specifications, contract documents, and engineering plans, including:
 - i. Demolition Plan.
 - ii. Water Well Building.
 - iii. Water Distribution Piping.
 - iv. Limited Reservoir Design.
 - v. FAA Form 7460 Submittal.
 - vi. Site Grading Improvements.
 - vii. Electrical Site Improvements.
 - viii. Telecommunication Improvements.
 - ix. SCADA Improvements with CLIENT system.
 - e. Coordination with CLIENT, DOE, DOH, and local PUD for review and approval.
 - f. SEPA and CATEX preparation assistance.
 - g. Final Project Specifications and Contract Documents after Agency Review and Feedback.
 - h. Prepare Opinion of Probably Construction Costs.
2. Assumptions:
 - a. Sewer connections will be made during a future phase.
 - b. Power to be provided from nearby pole provided by local PUD.
 - c. Telecommunication to be provided from nearest junction at Bide-A-Wee Road.
3. Deliverables:
 - a. 35% project specifications, contract documents, and opinion of probable cost.
 - b. 65% project specifications, contract documents, and opinion of probable cost.
 - c. Agency Review 95% project specifications, contract documents, and opinion of probable cost.
 - d. 100% project specifications, contract documents, and opinion of probable cost.

D. Task 004: Phase I Bidding Assistance

1. For this task, J-U-B will:
 - a. Provide technical assistance to CLIENT during bidding period for questions and/or clarification regarding bid document, and review the submitted bids for mathematical and document errors.
 - b. Assumptions:
 - i. Bids will be published electronically.
 - ii. Pre-Bid Conference will be held.
 - iii. One or more addenda may be issued in response to Bidder's questions and/or clarifications.
 - c. Deliverables:
 - i. Bid Addenda, as needed.
 - ii. Bid Tabulation.
 - iii. Recommendation of Award.

E. Task 005 Phase I Construction Services

1. For this task, J-U-B will:
 - a. Attend the pre-construction conference and prepare a written report from the conference
 - b. Respond to Contractor's questions and/or requests for information.
 - c. Negotiate and prepare change order proposals, if necessary. J-U-B shall obtain authorization from the City of Omak before giving the Contractor approval to proceed on any additive changes.
 - d. Perform full-time construction observation services on the project, including preparing inspection reports.
 - e. Provide Davis-Bacon prevailing wage documentation including certified payrolls, wage interviews, and Davis-Bacon compliance reporting.
 - f. Oversee construction geotechnical materials testing.
 - g. Review contractor material submittals.
 - h. Review and forward contractor payment requests to the City of Omak.
 - i. Attend the project start-up meeting.
 - j. Prepare record drawings, if necessary.
 - i. The record drawings will be prepared based on information gathered during field observations as well as information provided by others. The accuracy or completeness of information provided by others will not be verified by J-U-B.
 - ii. If the record drawings will be a public record, J-U-B will grant the public entity with jurisdiction the right to copy and disseminate the hard copy or digital image to those who legitimately request the information in writing. Any release, use, or reuse by the public entity, any individual, or organization, shall be at the public entity's, individual's, and/or organization's sole risk and without liability or legal exposure to J-U-B.
 - iii. Any seals of the registrants included on the record drawings will represent that the drafting of the record drawing information was completed by staff under the registrants' responsible charge.
 - k. Assist CLIENT to prepare documentation for agency approval and acceptance (DNR, DOH, DOE, FAA, PUD).
 - l. Obtain and review project closeout documentation, as required.
 - m. Archive paper and electronic files and records.
 - n. Communicate the project completion to CLIENT and other affected agencies and stakeholders, as required.
 - o. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.

2. Assumptions:
 - a. Construction observation by J-U-B will be full-time, 5 days a week, for a 12-week construction period. Construction observation schedule may be adjusted with authorization from CLIENT.
 - b. CLIENT will assist in coordinating agency approval documentation and requirements.
3. Deliverables:
 - a. Pre-construction conference report.
 - b. Change order proposals, as needed.
 - c. Submittals log.
 - d. Observation and materials testing reports.
 - e. Certified payrolls and wage compliance documentation, as necessary.
 - f. Startup meeting record.
 - g. Record drawings.
 - h. Other closeout documentation, as required by review agencies (DOH, DOE, OID).

PART 3. Client-Provided Work and Additional Services:

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
 1. Provide backhoe for excavation of geotechnical test pits, as needed.
 2. Provide clearance for accessing portions of Omak Airport, as needed, during design and construction.
 3. Provide historical operating and monitoring data available.
 4. Pay for agency review fees, if required.
 5. Perform water quality sampling and pay for and conduct testing, if required.
 6. Provide copies of previous reports, plans, record drawings, etc.
 7. Negotiate and acquire all property, right-of-ways, and easements, if required.
 8. Apply for and negotiate with agencies and other applicable parties for variances that may be necessary for improvements.
 9. Provide utility location services.
 10. Provide public involvement services.
 11. Secure all funding required for the project. Track allocation of project costs among the various funding sources, prepare funding applications and status summaries for agencies, and complete reimbursement requests that are required by the funding agencies.
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
 1. Future sewer service evaluation.
 2. Robinson Canyon Road realignment evaluation and report.
 3. Record of Survey.
 4. Easement, right-of-way maps, property acquisition.
 5. Provide public involvement services.
 6. Future Phase Design and Construction services (reservoir, other DNR development, improvements at the airport).

PART 4. Basis of Fee and Schedule of Services:

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
 1. For Time and Materials fees:

- a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.1
 - c. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. Period of Service: If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.
- C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
001	Project Management	Time and Materials (Estimated Amount Shown)	\$7,651.92	Concurrent with work progress
002	Water System Plan and Water Rights	Time and Materials (Estimated Amount Shown)	\$13,376.30	Concurrent with work progress
003	Phase I Design Services	Time and Materials (Estimated Amount Shown)	\$119,440.72	Multiple drafts for CLIENT review as mutually agreed after executed contract, notice to proceed, and receipt of all required data
004	Phase I Bidding Assistance	Time and Materials (Estimated Amount Shown)	\$10,572.34	Concurrent with work progress (December 2019)
005	Phase I Construction Services	Time and Materials (Estimated Amount Shown)	\$162,800.30	As mutually agreed to by CLIENT and J-U-B
Total:			\$313,841.58	

- E. The above fees were developed from the Work Breakdown Structure (WBS) attached as Exhibit 1-A.

Exhibit(s):

- Exhibit 1-A: Work Breakdown Structure
- Standard Exhibit A: Construction Phase Services

SIGNATURES

CLIENT:

City of Omak

By: Cindy Gagne

Title: Mayor

Date: _____

ENGINEER:

J-U-B ENGINEERS, Inc.

By: Layne L. Merritt, P.E.

Title: Area Manager

Date: _____

For internal J-U-B use only:

PROJECT LOCATION (STATE): Washington

TYPE OF WORK: City

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

1. Water Supply/Treatment/Distribution (W03)
2. Surveying (L02)
3. Municipal/Utility Engineering (203)
4. Construction Management (C15)
5. Construction Inspection/Observation (T02)

EXHIBIT 1-A: WORK BREAKDOWN STRUCTURE
BASIS OF FEE ESTIMATE



Client Name: City of Omak
Project Name: City of Omak Airport Water Infrastructure
Date: July 25, 2019

TASK	DESCRIPTION	PRINCIPAL IN CHARGE	SENIOR QA QC	DESIGN ENGINEER	STRUCTURAL ENGINEER	CONSTRUCTION OBSERVER	ENVIRONMENTAL SPECIALIST	PROFESSIONAL LAND SURVEYOR	SURVEY TECHNICIAN	SURVEY CREW	CADD TECHNICIAN	ADMINISTRATIVE ASSISTANT	JUB EXPENSES	SUBCONSULTANT EXPENSES	SUBTOTAL	
1.01	PROJECT MANAGEMENT	8.0		8.0									48.0	\$ 212.40	\$ -	\$ 7,651.92
2.01	WATER SYSTEM PLAN AND WATER RIGHTS														\$ 19,376.30	
2.01	Small Water System Management Plan	4.0		30.0							6.0	2.0	\$ 150.00	\$ -	\$ 5,041.89	
2.02	Engineering Report to DOH	4.0		16.0							4.0	2.0	\$ 50.00	\$ -	\$ 3,229.36	
2.03	Correspondence with DOH for New Water System	4.0		8.0									\$ 20.00	\$ -	\$ 1,911.32	
2.04	Water Rights Filing Assistance for Lease from Old	4.0		25.0									\$ 20.00	\$ -	\$ 2,183.64	
3.01	PHASE I DESIGN SERVICES														\$ 119,443.72	
3.01	Kick-off Meeting (phone conference)	2.0		4.0										\$ 20.00	\$ -	\$ 1,068.00
3.02	Geotechnical Investigations	4.0		6.0				6.0	16.0	36.0	16.0	4.0	\$ 50.00	\$ 5,000.00	\$ 7,146.40	
3.03	Site Topographic Surveying, Set Benchmarks	2.0		4.0							8.0	4.0	\$ 1,004.38	\$ -	\$ 11,205.30	
3.04	Demolition Plan	1.0		8.0							8.0	1.0	\$ -	\$ -	\$ 2,081.58	
3.05	Water WWS Building	4.0	8.0	48.0	20.0						40.0	1.0	\$ -	\$ 2,000.00	\$ 16,925.32	
3.06	Water Distribution Piping	4.0	8.0	39.0							30.0	1.0	\$ -	\$ -	\$ 6,786.72	
3.07	Limited Reservoir Design (future phase)	2.0	8.0	48.0	40.0						60.0	1.0	\$ -	\$ 2,000.00	\$ 22,462.34	
3.08	Prepare and Submit FAA Form 7460	1.0		8.0							4.0	1.0	\$ -	\$ -	\$ 1,508.42	
3.09	Site Grading Improvements	2.0	6.0	39.0							30.0	1.0	\$ -	\$ -	\$ 8,371.04	
3.10	Electrical Site Improvements	2.0	2.0	8.0							6.0	1.0	\$ -	\$ 2,000.00	\$ 4,669.00	
3.11	Telecommunication Improvements	2.0	2.0	8.0							8.0	1.0	\$ -	\$ 2,500.00	\$ 5,089.00	
3.12	Upgrade SCADA to new well source	2.0		4.0							4.0	1.0	\$ -	\$ 4,500.00	\$ 5,678.62	
3.13	Coordination with DCE, DOH, Old for New Water Source	4.0		8.0							16.0	4.0	\$ 49.00	\$ -	\$ 2,145.40	
3.14	95% project specifications and contract document	2.0		39.0							50.0	4.0	\$ -	\$ -	\$ 5,614.28	
3.15	95% Opinion of Probable Cost	2.0	2.0	8.0							20.0	2.0	\$ -	\$ -	\$ 1,845.22	
3.16	SEPA and CATX preparation	2.0		4.0		40.0					2.0	2.0	\$ 252.40	\$ -	\$ 4,969.80	
3.17	QA review, Feedback from DCE, DOH, Old	2.0		4.0							4.0	2.0	\$ 48.00	\$ -	\$ 1,087.20	
3.18	Final project specifications and contract documents	2.0		12.0							24.0	4.0	\$ 100.00	\$ 2,500.00	\$ 7,307.12	
3.19	Final Option of Probable Construction Cost	2.0		4.0							2.0	1.0	\$ 20.00	\$ 250.00	\$ 1,215.68	
4.01	PHASE I BIDDING ASSISTANCE														\$ 10,672.84	
4.01	Bid Advertisement and Electronic Publication	2.0		8.0								6.0	\$ 50.00	\$ -	\$ 1,825.60	
4.02	Pre-Bid Conference	6.0		8.0								2.0	\$ 162.40	\$ 500.00	\$ 2,345.00	
4.03	Respond to Bidder's Questions, Prepare Bid Addenda	2.0		16.0								4.0	\$ 20.00	\$ 300.00	\$ 2,655.60	
4.04	Bid Opening	2.0		8.0								1.0	\$ 162.40	\$ -	\$ 1,535.50	
4.05	Bid Tabulation, Recommendation for Award	1.0		4.0								2.0	\$ 20.00	\$ -	\$ 860.35	
5.01	PHASE I CONSTRUCTION SERVICES														\$ 162,800.30	
5.01	Pre-Construction Conference	8.0		8.0								2.0	\$ 212.40	\$ 500.00	\$ 3,435.00	
5.02	Contractor RFI's	12.0		12.0	8.0							2.0	\$ 20.00	\$ 600.00	\$ 6,356.28	
5.03	Notice to Bid and Prepare Change Order	12.0		20.0								2.0	\$ 20.00	\$ 500.00	\$ 5,356.36	
5.04	Perform full-time construction observation, prepare reports	12.0		24.0		500.0						24.0	\$ 10,948.80	\$ 750.00	\$ 89,070.48	
5.05	Certified Payrolls, Wage Compliance, Employee Interviews	2.0		24.0	8.0							48.0	\$ 50.00	\$ 1,700.00	\$ 11,297.04	
5.06	Review contractor material submittals	4.0		20.0	8.0							4.0	\$ 50.00	\$ 1,700.00	\$ 6,685.62	
5.07	Construction geotechnical materials testing	4.0		8.0								4.0	\$ 50.00	\$ 9,000.00	\$ 11,146.40	
5.08	Review contractor applications for payment	4.0		122.0								4.0	\$ 20.00	\$ -	\$ 14,298.44	
5.09	Attend project start-up meeting	8.0		8.0								2.0	\$ 162.40	\$ 600.00	\$ 3,385.08	
5.10	Prepare Record Drawings	4.0		16.0							30.0	4.0	\$ 282.40	\$ 600.00	\$ 6,892.38	
5.11	Prepare project closeout documentation	8.0		28.0								8.0	\$ 28.00	\$ 250.00	\$ 4,899.24	
TOTAL HOURS		161.0	38.0	670.0	84.0	600.0	40.0	8.0	16.0	36.0	288.0	213.0				
SUBTOTAL COSTS		\$ 33,462.24	\$ 6,642.62	\$ 71,596.20	\$ 16,325.40	\$ 69,662.00	\$ 3,653.20	\$ 1,409.76	\$ 1,853.28	\$ 4,251.96	\$ 31,187.52	\$ 21,841.02	\$ 14,316.96	\$ 37,750.00	\$ 313,941.50	



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B ENGINEERS, INC.

Standard Exhibit A – Construction Phase Services

Client Name: City of Omak

Project: City of Omak Airport Water Infrastructure

The Agreement for Professional Services dated July 25, 2019 (J-U-B Project No. 70-19-028) is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents, as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- 1. General Administration of the Contract Documents. Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.
2. Pre-Construction Conference. Participate in a pre-construction conference.

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:
- Yes
 No
- a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.
- Yes
 No
- b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
- Yes
 No
4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- Yes
 No
5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- Yes
 No
6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.
- Yes
 No
7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- Yes
 No
8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.
- Yes
 No
9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).
- Yes
 No

- Yes
 No
10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- Yes
 No
11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- Yes
 No
12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- Yes
 No
13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- Yes
 No
14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- Yes
 No
15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- Yes 1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.
 No

- Yes 2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.
 No

- Yes 3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.
 No

- Yes 4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.
 No

- Yes 5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 No

- Yes 6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.
 No

- Yes 7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.
 No

- Yes 8. *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.
 No

- Yes 9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
 No

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.
3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
4. *Liaison.* Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.
6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
8. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Startups.*
 - a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.
10. *Records.*
 - a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.
 - c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
 - d) Maintain records for use in preparing documentation of the Work.
 - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.

11. *Reports.*

- a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to CLIENT copies of all inspection, test, and system startup reports.
- d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.

14. *Completion.*

- a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
- b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
- c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services .
3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.
7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub-consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

MEMORANDUM

To: Cindy Gagné, Mayor
Omak City Council

From: Todd McDaniel

Date: August 5, 2019

Subject: Ordinance 1877 updating OMC Chapter 18 Zoning

The Attached Ordinance 1877, An Ordinance of The Omak City Council, Adopting Amendments to Chapter 18.08, 18.11, 18.16 of the City of Omak Municipal Code, is forwarded for your consideration.

During the Planning Commissions review and update for the required GMA, Critical areas update, they have recommended other minor additions, changes, and clarifications to the chapters within Title 18.

This ordinance adds definitions, updates SF/Duplex general regulations, decreases minimum unit sizes, adds section for Mobile Vendors, and identifies storage container use.

The changes were addressed during the various Planning Commission workshops, the October 2, 2018 Planning Commission Public Hearing, and then again in November 19, 2018 at the City Council Public Hearing.

We are a little slow getting this back to council for approval. City Staff had some concerns with the administration of Accessory Dwellings and Mobile Vendor. We have discussed these concerns among staff and are now satisfied with the content of these amendments.

I support the passage of this Ordinance

ORDINANCE NO. 1877

**AN ORDINANCE OF THE CITY COUNCIL OF OMAK,
WASHINGTON, ADOPTING AMENDMENTS TO CHAPTERS 18.08, 18.11, 18.16,
OF THE CITY OF OMAK MUNICIPAL CODE**

WHEREAS, the Planning Commission periodically review the Omak Municipal Code, Zoning and Land use regulations; and

WHEREAS, the City of Omak Planning Commission held public workshops on February 7th, March 7th, April 4th, June 6th, July 12th, and September 5th in 2018 to review and discuss proposed amendments to Title 18 of the Omak Municipal Code; and

WHEREAS, the Planning Commission held a duly advertised public hearing on October 3rd, 2018 to which interested persons were invited to comment and following which, the Planning Commission voted to recommend to the City Council approval of the amendments to Chapters 18.08, 18.11, and 18.16 of the OMC; and

WHEREAS, the City Council held a public hearing on the proposed amendments on November 19, 2018, at the end of which the Council accepted the Planning Commission's recommendation.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OMAK DO ORDAIN AS FOLLOWS:

Section 1. Chapter 18.08 Definitions. Add New Definitions to Chapter 18.08:

1. 18.08.178 Dwelling unit, accessory.

"Dwelling unit, accessory" means a small separate living unit accompanying the residence or business, or dwelling permitted on a lot of minimum size or larger for the purpose of housing guests, friends, and relatives and having its own living area, kitchen and toilet and bathing facilities. The total floor area of such a unit shall not exceed 50 percent of the total area of the main residence or dwelling and shall be in the second story or above in a commercial structure. Neither the primary residence or accessory use shall be a recreational vehicle.

2. 18.08.184 Essential public facilities.

"Essential public facilities" means and includes those facilities that are typically difficult to site, such as airports, state education facilities and state or regional transportation facilities as defined in RCW 47.06.140, state and local correctional facilities, solid waste handling facilities, and in-patient facilities including substance abuse facilities, mental health facilities, group homes, and secure community transition facilities as defined in RCW 71.09.020

3. 18.08.316 Multifamily use or multi-family dwelling.

“Multifamily use” or “multi-family dwelling” means two or more single-family dwellings located on a single lot; or one or more duplexes, triplexes or multifamily dwellings located on a single lot; or any combination of two or more of the above located on a single lot.

4. 18.08.322.1 Nightly rental.

“Nightly rental” means tourist accommodation in single family dwellings, accessory dwellings, recreational homes or cabins, or part-time residential homes on less than a monthly basis.

5. 18.08.345 Outdoor mobile vendor.

“Outdoor mobile vendor” means nonpermitted structures, vehicles, or trailers, located on private property, conducting retail sales or offering goods and/or services to the public for a fee or donation, and operated as a temporary use (limited to 180 days).

6. 18.08.402 Recreational vehicle park.

“Recreational vehicle park” means a tract of land under single ownership or control upon which two or more recreational vehicle sites with hookups (minimum water, sewer and power) are located, established or maintained for occupancy by the general public as temporary living quarters. This definition includes camping clubs when developed in accordance with applicable state laws.

7. 18.08.403 Recreational vehicle site.

“Recreational vehicle site” means a plot of ground within a recreational vehicle park available for accommodation of a recreational vehicle for thirty consecutive days or fewer unless an extension of this time period is granted in accordance with Section 18.16.118 of this title.

8. RENUMBER 18.08.403 Recycling center to 18.08.404

9. 18.08.466 Storage container.

“Storage container” means a unit originally or specifically used or designed to store goods or merchandise during shipping or hauling by a vehicle, including but not limited to rail cars of any kind, truck trailers or multi-modal shipping containers, does not include apple bins, wooden or cardboard shipping crates or similar items.

Section 2. Repeal and Replace Definitions in Chapter 18.08.03

Repeal:

18.08.003 Accessory structure or use.

“Accessory structure or use” means a structure or use, incidental, appropriate and subordinate to the main structure or use of the property, and which is located on the same lot or in the same building with the main use. (Ord. 1344 § 1 (part), 1997).

Replace with:

18.08.030 Accessory structure or use.

“Accessory structure or use” means a subordinate use, structure, building or portion of a building located on the same parcel of land as the main use or building to which it is accessory. For purposes of this definition, accessory building excludes accessory dwelling units. Accessory buildings, excluding accessory dwelling units, shall contain no habitable dwelling space, nor shall they exceed fifteen feet in height, unless otherwise specifically provided by other provisions of this title. For the purposes of defining accessory buildings, “habitable space” is a space in a building for living, sleeping, eating or cooking. Bathrooms, toilet rooms, sink, shower, or utility spaces and similar areas are not considered habitable spaces. In addition, and for the purposes of accessory buildings, “living” spaces are typically living rooms, hobby rooms, sewing rooms, play rooms, computer rooms, craft rooms, etc.

Section 3. Repeal and Replace Definitions in Chapter 18.08.189

Repeal:

18.08.189 Family.

“Family” means an individual, or group of individuals, living together in a dwelling unit, which may or may not be related by blood or marriage. (Ord. 1344 § 1 (part), 1997).

Replace with:

18.08.189 Family.

“Family” means an individual or two or more persons related by blood, marriage, registered domestic partnership, adoption or legal guardianship, living together in a dwelling unit; or a group of not more than five unrelated persons living together in a dwelling unit. Persons with functional disabilities, as defined in this title, shall be considered the same as related individuals.

Section 4. Repeal and Replace Definitions in Chapter 18.08.313

Repeal:

18.08.313 Modular/factory built home.

“Modular/factory built home” means a residential structure constructed in a factory with factory assembled parts and transported to the building site in whole or in units. They are constructed to the standards of the Uniform Building Code, and the completed structure is not considered a mobile/manufactured home. (Ord. 1344 § 1 (part), 1997).

Replace with:

18.08.313 Modular/factory built home.

“Modular/factory built home” means a structure constructed in a factory in accordance with the adopted Building Code and bearing the appropriate insignia indicating such compliance. This definition includes prefabricated, panelized, and factory-built units.

Section 5. Amend Code 18.11.030:

Chapter 18.11.030 Prohibited uses item (b)

(b) Mobile homes, as defined in Chapter 18.08, are considered nonconforming structures and shall not be relocated or brought into the community unless allowed under the conditions of a mobile home park.

Amend Chapter 18.11.030 to read as follows:

(b) Mobile homes, as defined in Chapter 18.08, are considered nonconforming structures and shall not be relocated or brought into the community unless allowed under the conditions of an existing approved mobile/manufactured home park.

Section 6. Add New item (c) to Section 18.11.020 Accessory uses.

(c) Accessory Dwellings. Accessory dwellings shall be permitted subject to OMC 18.11.050 District Use Chart and 18.16.124.

Section 7. Add New Section 18.16.015 to read as follows:

18.16.015 Building codes.

In accordance with the standards and definitions contained in this title, all structures built subsequent to the effective date of the ordinance codified in this title must meet the requirements described and adopted in Chapter 14.12 as the same exists now or may be hereafter amended, except that structures that are not built on site shall comply with the provisions of this title and applicable state laws.

Section 8. Repeal Section 18.16.080 Single-unit dwellings and duplexes.

Repeal:

18.16.020 General District Regulations

(a) Intent. The purpose of this section is to assure that all single-unit (detached) dwelling and duplexes meet a citywide standard to conform with the character of existing residences.

(b) Scope. This standard applies to all single-unit (detached) dwellings and duplex dwellings including: site-built homes, manufactured homes, modular homes, and factory built homes not located in approved manufactured home parks. Mobile homes (Section 18.08.291) are generally not permitted within the city of Omak (Section 18.11.030(b)).

(c) Requirements. Single unit (detached) dwellings and duplex dwellings shall meet the following conditions for placement:

(1) Foundations. Dwellings are installed with a foundation of poured concrete or masonry extending around the perimeter of the unit(s). Foundations may include perimeter wall foundations and concrete slabs. Pads as defined in Chapter 18.08 of this title are not acceptable.

- (2) Siding. Siding shall be continuous to a height no more than twelve vertical inches above the finished ground surface. Siding materials near the ground are of the same (or similar) material, color, and pattern as siding on other portions of the dwelling. Homes placed on a slope, or which exhibit other unique site-related challenges that make it difficult for the homeowner to comply with this requirement, will be reviewed on a site-by-site basis. All homes should meet the general intent of this provision.
- (3) Minimum Roof Pitch. Dwellings shall have a roof pitch of at least a three-inch rise for every twelve inches of horizontal run.
- (4) Minimum Roof Projection.
 - (A) Roof shall have a minimum roof projection of twelve inches along three sides of the structure if the dwelling is located within the residential single-unit (RS) district.
 - (B) Roof shall have a minimum roof projection of six inches along all four sides of the structure if the dwelling is located within a district other than the residential single-unit (RS) district.
 - (C) Roof projections include all eaves and components of the impervious portions of a roof.
- (5) Minimum Dimensions. Measured from the exterior walls' outermost surface, the building footprint shall at a minimum enclose a square twenty-three feet by twenty-three feet.
- (6) Minimum Square Footage. The minimum square footage is dependent upon zoning district requirement as identified in Table 1.0 General Development Standards for All Districts.
- (7) Accessories for Travel. Tongues, trailer hitches, amber lights, and wheels must be removed.
- (8) Attached Structures. Attached structures shall meet the city requirements for new buildings. Attached structures for manufactured homes must meet applicable state and federal requirements.
- (9) Utilities. A utilities plan identifying the location and mode of all utilities must be submitted to the building inspector. Installation shall comply with all standards required by the city of Omak. (Ord. 1344 § 1 (part), 1997; Ord. 1310 § 1, 1996; Ord. 1286 (part), 1995).

Replace with New Section 18.16.080 Single Family Dwellings and Duplexes:

18.16.080 General District regulations

The following standards apply to all single-family dwellings and duplexes, including manufactured, modular and factory-built homes, or other pre-fabricated structures, to be placed outside of an existing or permitted manufactured home park:

- A. Construction shall meet applicable building, plumbing, electrical and mechanical codes (see Section 18.16.015);
- B. Minimum Square Footage. The minimum square footage is dependent upon zoning district requirement as identified in Table 1.0 General Development Standards for All Districts.

- C. Exterior siding must be similar in appearance to siding materials commonly used on conventional site-built International Residential Code single-family residences and duplexes;
- D. All residential structures must have a permanent foundation that meets or exceeds applicable building code requirements for residential construction.
- E. Attached Structures. Attached structures shall meet the city requirements for new buildings. Attached structures for manufactured, modular/factory-built homes must meet applicable state and federal requirements.
- F. Site Plan. A site plan, drawn to scale, shall be required that accurately depicts the location of any existing and planned structures, property lines, building setbacks, utilities and access.
- G. Utilities. A utilities plan identifying the location and mode of all utilities must be submitted to the building inspector. Installation shall comply with all standards required by the city of Omak.
- H. Alternative and prefabricated structures not meeting the definition contained in the International Residential Code, shall require that plans, profiles and specifications be submitted, applicable fees paid and plans approved prior to issuance of required permits.

Section 9. Amend 18.16.020 Table 1.0 related to minimum unit size as follows:

Table 1.0
GENERAL DEVELOPMENT STANDARDS FOR ALL DISTRICTS*

DISTRICT	Residential Single Unit RS	Residential Duplex RD	Residential Multi Unit RM	Central Business CB	Planned Shopping PS	Highway Business HB	Commercial Industrial CI	Light Industrial LI	Highway Industrial HI	UNITS
Minimum unit size	750	750	500	320 ^e	320 ^e	320 ^e	—	—	—	square feet

^e Except single-unit dwellings and duplexes: 750 sf.

Amend 18.16.020 Table 1.0 related to minimum unit size to read as follows:

Table 1.0
GENERAL DEVELOPMENT STANDARDS FOR ALL DISTRICTS*

DISTRICT	Residential Single Units	Residential Duplex RD	Residential Multi Unit RM	Central Business CB	Planned Shopping PS	Highway Business HB	Commercial Industrial CI	Light Industrial LI	Highway Industrial HI	UNITS
Minimum unit size	500	500	320	320^e	320^e	320^e	320^e	320^e	320^e	square feet

^e Limited to second story or above residential uses unless part of an approved multi-family or mixed use complex.

Section 10. Add New Code Section 18.16.085 Manufactured homes to read as follows:

- A. Manufactured homes must be no more than ten years old.
- B. Manufactured homes must comply with all local design standards applicable to other homes within the neighborhood (18.16.080).

Section 11. Add New Code Section 18.16.126 to read as follows:

18.16.126 Outdoor mobile vendors.

All outdoor mobile vendors, where allowed by Chapter 18.11.050 OMC, District Use Chart, shall meet the following standards to protect the aesthetics of surrounding properties:

(1) Exemptions. The following activities, businesses, and/or persons, as such are commonly known, shall be exempt from coverage of this section. This exemption shall not be construed to limit or restrict the application of other laws and regulations pertaining to such activities, businesses and/or persons:

- (a) Stands used to sell or distribute flowers, fruit, vegetables, produce or plants grown on the property where the stand is located;
- (b) Outdoor mobile vendors under the umbrella of an event sponsor set up only during community-sponsored events;
- (c) Temporary business registration for 30 days or less; provided, that consecutive/concurrent temporary licenses are not applied for.

(2) Application. Applicants for an outdoor mobile vendor permit shall provide the Administrator with a written application describing the proposed business in detail and specifically including as a minimum the following:

- 1. The proposed manner of operation of the business;
- 2. The goods, wares, services, merchandise or articles to be offered for sale;
- 3. The proposed dates, hours and duration of operation;

4. The proposed location of operation;
5. Available parking;
6. The proposed fire safety features and proposed lighting;
7. Proposed structures;
8. Site plan;
9. Written authorization of landowner;

The Administrator shall review the application based on such issues as public safety, pedestrian and vehicular traffic, public disturbance and noise concerns. The Administrator shall grant, deny or condition the permit based on the above considerations. Written notice of action on the application shall be provided to the applicant within 14 days of the city's receipt of a completed permit application.

(3) Required Approvals.

(a) All outdoor mobile vendors shall obtain approval from the Okanogan County health district prior to commencing any activities. Outdoor mobile vendors are required to comply with all laws, rules and regulations regarding food handling, and all vehicles, equipment, and devices used for the handling, storage, transportation and/or sale of food shall comply with Chapter 246-215 WAC, as amended, and any other rules and regulations respecting such vehicles, equipment, and devices as may be established by the Okanogan County health district.

(b) All outdoor mobile vendors shall obtain a city business registration.

(c) All outdoor mobile vendors shall provide in writing and on a site plan the locations of utilities (water, sewer, storm water, etc.) servicing the stand or a plan for how water, sewer and stormwater, etc. will be handled. All service locations shall be reviewed by the public works department for approval, prior to commencement of activities at any location.

(d) All outdoor mobile vendors shall obtain required permits from the city fire chief for installation of LPG tanks and piping.

(e) All outdoor mobile vendors that are constructed to use electricity shall obtain a permit from Labor and Industries.

(f) Any structure or accessory structure that is to be placed and used as a commercial stand shall require review for compliance with Omak City Code as amended, which includes at minimum OMC Title 14, Buildings, OMC Title 4, Licenses and Taxation, and this title.

(4) Development Standards.

(a) Shall not conduct business so as to violate any ordinances of the city, including those regulating traffic and rights-of-way, as now in effect or hereafter amended.

(b) Shall not be located in such a manner as to cause a traffic hazard.

(c) Shall not obstruct or cause to be obstructed the passage of a sidewalk, street, avenue, alley or any other public place by causing people to congregate at or near the place where services are being sold or offered for sale.

- (d) Are prohibited from occupying required parking spaces and vehicular traffic areas of existing businesses.
- (e) Employees must have access to sanitary facilities during working hours.
- (f) All outdoor mobile vendors operations related to cooking, sale of goods, displays, and other portions of the operation outside of seating, landscaping, and singular display of goods, menus, and signage attached to the stand shall take place from within the enclosed mobile vending unit.
- (g) Shall provide garbage receptacles for customer use and provide for appropriate waste disposal.
- (h) All outdoor mobile vendors shall be maintained in a neat and orderly condition and manner, free of debris and litter.
- (i) Outdoor mobile vendors shall occupy an area no larger than 400 square feet. The size of an outdoor mobile vendor shall be counted as part of the lot coverage for the specific lot. If more than one outdoor mobile vendor per lot, then the total square footage is reduced to 250 square feet per outdoor mobile vendor. The occupied area of an outdoor mobile vendor should not constitute access, parking, or uncovered outside sitting areas that may make up the "use" area.
- (j) At the conclusion of business activities at a given location, the vendor shall clean all areas surrounding his or her commercial stand of all debris, trash and litter generated by the vendor's business activities.
- (k) Vendors shall remove the vending unit from the property each day at the conclusion of business. Vendors operating at a location for 30 days or less are exempt from this requirement.
- (l) All advertising shall be placed via wall standards and be placed on the commercial stand. Wall sign regulations shall follow those of the underlying zoning district in relation to the size of the commercial stand; no other signage shall be allowed.
- (m) Outdoor mobile vendors shall submit a site plan providing accurate dimensions and locations of the following:
 - (i) Proposed and existing structures;
 - (ii) Proposed and existing land uses;
 - (iii) Garbage and trash receptacles;
 - (iv) Proposed and existing storage areas;
 - (v) Location of adjacent streets, avenues, and alleys;
 - (vi) Ingress and egress locations;
 - (vii) "Use" area;
 - (viii) Proposed and existing landscaping;
 - (ix) Proposed and existing off-street parking.
- (n) For the purposes of this chapter, the "use" area is defined as an area described in the tenancy agreement between the landowner and tenant (person allowed to possess property belonging to the landowner for rights and privileges detailed in the tenancy agreement) of adequate size to carry on the agreed upon use consistent with city code.

(o) Outdoor mobile vendors shall submit a written and notarized consent form from the property owner authorizing the property to be used for the proposed use and approving the accuracy of the site plan.

(p) All outdoor mobile vendors shall provide a minimum of two off-street parking spaces plus sufficient stacking for six vehicles for stands with drive-through a component.

Section 12. Add New Code Section 18.16.128 to read as follows:

18.16.128 Storage containers.

Storage containers shall be permitted subject to OMC 18.11.050 District Use Chart.

Section 13. Amend District Use Chart to add the following uses:

Type of Use	RS Residential Single Unit	RD Residential Duplex	RM Residential Multi-Unit	CB Central Business	PS Planned Shopping	HB Highway Business	AI Airport Industrial	CI Commercial Industrial	LI Light Industrial	HI Heavy Industrial	PU Public Use
Accessory dwelling unit ¹							CUP		CUP	CUP	P
Storage containers	X	X		X							
Outside storage of commercial vehicles 18.11.030(d)	X	X	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	X
Outside storage of inoperable vehicles and appliances 18.11.030(c)	X	X	X	X	X	X	X	X	X	X	X
Outdoor mobile vendors ²	X	X	X	CUP	CUP	CUP	X				X

¹ - subject to the requirements of 18.16.124 and limited to second story or above in the CB, PS and HB zones.

² - requires CUP where listed unless use is accessory to an existing permitted use. All outdoor mobile vendors are subject to the requirements of 18.16.126.

Effective date. This Ordinance shall take effect five days after its passage approval and publication.

DATED this _____ day of _____, 2019, at an open public meeting.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney

Filed with City Clerk: _____
Passed by City Council: _____
Date Published: _____
Date Effective: _____

On the _____ day of _____, 2019, the City Council of the City of Omak passed Ordinance No. 1877.

DATED this _____ day of _____, 2019.

Connie Thomas, City Clerk