

---

**AGENDA**  
**OMAK CITY COUNCIL MEETING**  
**Zoom Meeting**  
**Monday, July 6, 2020 – 7:00 PM**

---

**A. CALL TO ORDER**

**B. FLAG SALUTE**

**C. CITIZEN COMMENTS**

**D. CORRESPONDENCE AND MAYOR'S REPORT**

1. Proclamation – “Grand Columbia Council – Scout Me In Day”

**E. CONSENT AGENDA:**

1. Approval of minutes from June 15, 2020
2. Approval of Claims & Payroll

**F. NEW BUSINESS:**

1. Res. 44-2020 – Approve Agreement with Gray & Osborne, Inc. – 5<sup>th</sup> Avenue Sidewalk Design 
2. Ord. 1890 – Approve Budget Amendment – Cares Act – Current Expense Fund 

**G. OTHER BUSINESS:**

1. Council Committee Reports
2. Staff Reports

 **Action by City Council**

---

In accordance with the "Stay Home, Stay Healthy" order from Governor Inslee, our Council Meeting will be conducted using **Zoom Meetings**. Contact the City Clerk in advance of the meeting by calling 509-826-1170 or e-mail [clerk@omakcity.com](mailto:clerk@omakcity.com) for assistance.

---

## Join Zoom Meeting

<https://us02web.zoom.us/j/89658595144?pwd=d2lzQmNEWHFHaGV1ekQOVkJKZW56dz09>

Meeting ID: 896 5859 5144

Password: 954568

One tap mobile

+12532158782,,89658595144#,,,,0#,,954568# US (Tacoma)

+13462487799,,89658595144#,,,,0#,,954568# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

Meeting ID: 896 5859 5144

Password: 954568

Find your local number: <https://us02web.zoom.us/j/89658595144?pwd=d2lzQmNEWHFHaGV1ekQOVkJKZW56dz09>



**PROCLAMATION OF THE CITY OF OMAK  
GRAND COLUMBIA COUNCIL – “SCOUT ME IN DAY”**

**WHEREAS**, the Grand Columbia Council of the Boys Scouts of America in central Washington has an outstanding legacy and received national acclaim for youth and family involvement in outdoor recreation, conservation of nature, youth leadership activities and career development we honor the 2020 Grand Columbia council Boy Scouts of America; and

**WHEREAS**, the Grand Columbia Council was founded 95 years ago, in 1925, to prepare young people to make ethical and moral choices over their lifetimes by teaching them the values of the Scout Oath and Scout Law, the Council provides boys and girls the nations’ foremost youth character and leadership program; and

**WHEREAS**, the Grand Columbia Council has 1000 boys and girls and 80 leaders who direct scouting programs for youth from the Columbia River to the Canadian border and from Snoqualmie Pass to Ritzville, our community seeks to pay tribute to the work of Scouts, Scout leaders, and volunteers who maintain lives of honesty, discipline, and purpose; and

**WHEREAS**, the Grand Columbia Council seeks to strengthen current scouting programs and ensure scouting opportunities for future generations, the Council members are active advocates in providing information and activities to promote the scouting mission and secure support for programs; and

**WHEREAS**, the Grand Columbia Council invites the public to participate in July’s River Run Regatta involving a month of scouting activities culminating in a scouting program – live and livestream on our website – in Yakima or Wenatchee on July 29, 2020; and

**WHEREAS**, the River Run Regatta will bring support to improve Camp Fife, Camp Bonaparte, and Camp Summit Vista and increase training in the cities, waterways, lakes, forests, and mountains, of central Washington and fuel the achievement of expanding dens, troops, units and volunteers; and

**WHEREAS**, the Grand Columbia Council delivers programs that help generate community leaders who guide and lead their communities for generations to come, enabling these communities to be appreciated and safe havens for all people.

**NOW, THEREFORE**, I, Cindy Gagne, Mayor of the City of Omak, Washington, do hereby proclaim that Wednesday, July 29, 2020 as “Scout me in Day” in the City of Omak, Washington



**SIGNED** this 6th day of July, 2020

\_\_\_\_\_  
Cindy Gagné, Mayor

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Ken Mears  
Public Works Director

Date: July 6th, 2020

Subject: **Resolution 44-2020** Approving the Consulting Agreement for TIB 5th Avenue Sidewalk project.

---

The Attached Resolution: **44-2020, A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A CONSULTANT AGREEMENT WITH GRAY & OSBORNE, INC. FOR DESIGN ENGINEERING OF THE 5TH AVENUE SIDEWALK PROJECT,** is forwarded for your consideration.

The City was awarded a grant from the Washington State Transportation Improvement Board (TIB) for the design and construction of the 5th Avenue sidewalk.

This consultant agreement is for the design portion of the 2020 project, with an estimated cost of \$28,500. Total project cost is estimated at \$256,357, with the City cost of 5%, and TIB will pay 95% of the complete project.

I support this Resolution and urge its Adoption.



**RESOLUTION NO. 44-2020**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A  
CONSULTANT AGREEMENT WITH GRAY & OSBORNE, INC.  
FOR DESIGN ENGINEERING OF THE 5TH AVENUE SIDEWALK  
PROJECT.**

**WHEREAS**, the City of Omak has been approved and has accepted a grant from the Washington State Transportation Improvement Board (T.I.B) for the 5th Avenue sidewalk project; and

**WHEREAS**, the required dollar match for this grant is adequately funded in the 2020 budget for design and construction in 2021, in accordance with resolution 45-2019; and

**WHEREAS**, Gray & Osborne, Inc. was reaffirmed as the City Engineering and Consulting Firm by Resolution 74-2019; and

**WHEREAS**, a consultant agreement has been prepared that identifies the specific responsibilities and costs of design and administration for this project; and

**WHEREAS**, this agreement has been reviewed and approved by T.I.B.

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Omak, Washington approves the consulting agreement with Gray & Osborne, Inc. for design services of the 5th Avenue Sidewalk Project, a copy of which is attached as Exhibit "A". The Mayor is authorized to execute the Consultant Agreement on behalf of the City, and the City Clerk is authorized to attest to the Mayor's signature.

**INTRODUCED** and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagne, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael D. Howe, City Attorney

# EXHIBIT A



## Transportation Improvement Board (TIB) Consultant Agreement

TIB PROJECT NUMBER P-E-987(PO4)-1	PROJECT PHASE (check one) <input checked="" type="checkbox"/> Design <input type="checkbox"/> Construction
PROJECT TITLE & WORK DESCRIPTION 5 <sup>th</sup> Avenue Sidewalk Design services for the 5 <sup>th</sup> Avenue Sidewalk project.	
CONSULTANT NAME & ADDRESS Gray & Osborne, Inc. 1130 Rainier Avenue South, Suite 300, Seattle, Washington 98144	
<b>AGREEMENT TYPE (check one)</b>	
<input type="checkbox"/> LUMP SUM \$ _____ <input checked="" type="checkbox"/> COST PLUS FIXED FEE <div style="display: flex; justify-content: space-between;"> <div>OVERHEAD COST METHOD</div> <div>OVERHEAD PROGRESS PAYMENT RATE 186.0%</div> </div> <div style="display: flex; justify-content: space-between;"> <div>FIXED FEE \$1,623</div> <div> <input type="checkbox"/> Actual Cost  <input type="checkbox"/> Actual Cost Not To Exceed _____ %  <input checked="" type="checkbox"/> Fixed Rate 42%         </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div> <input type="checkbox"/> SPECIFIC RATES OF PAY   <input type="checkbox"/> COST PER UNIT WORK         </div> <div> <input type="checkbox"/> Negotiated Hourly Rate  <input type="checkbox"/> Provisional Hourly Rate         </div> </div>	
DBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	WBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %
COMPLETION DATE December 31, 2022	MAXIMUM AMOUNT PAYABLE \$28,500

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of June 2020 between the City of Omak, Washington, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Urban Arterial Trust Account funds, Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, with the aid of TIB funds in conformance with the rules and regulations promulgated by the TIB; and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

### GENERAL DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

### SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit B attached hereto, and by this reference made a part of this AGREEMENT.





**III  
GENERAL REQUIREMENTS**

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability of legal exposure to the CONSULTANT.

**IV  
TIME FOR BEGINNING AND COMPLETION**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY, in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

**V  
PAYMENT**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

**VI  
SUBCONTRACTING**

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and subcontractor, any contract or any other relationship.

**VII  
EMPLOYMENT**

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may or might arise under any Worker's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

**VIII  
NONDISCRIMINATION**

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

- A. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.





- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
  1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
  2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

**IX  
TERMINATION OF AGREEMENT**

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

**X  
CHANGES OF WORK**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof.





Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

**XI  
DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to the scope of judicial review provided under Washington Case Law.

**XII  
VENUE, APPLICABLE LAW AND  
PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county the AGENCY is located in.

**XIII  
LEGAL RELATIONS AND INSURANCE**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume

no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

**Insurance Coverage**

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

**XIV  
EXTRA WORK**

A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a proposal submitted before final payment of the AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.



E. Notwithstanding the terms and condition of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV  
ENDORSEMENT OF PLANS

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

XVI  
TIB AND AGENCY REVIEW

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

XVII  
CERTIFICATION OF THE  
CONSULTANT AND THE AGENCY

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

XVIII  
COMPLETE AGREEMENT

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX  
EXECUTION AND ACCEPTANCE

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.

By Michael B. Johnson, P.E.  
Michael B. Johnson, P.E.,  
Consultant Gray & Osborne, Inc.

By \_\_\_\_\_  
Mayor  
City of Omak





### EXHIBIT A-1 Certification of Consultant

Project No. P-E-987(PO4)-1	City of Omak
-------------------------------	-----------------

I hereby certify that I am Michael B. Johnson, P.E. a duly authorized representative of the firm of Gray & Osborne, Inc. whose address is 1130 Rainier Avenue South, Suite 300, Seattle, Washington 98144, and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

6/5/2020

Date

Signature, Michael B. Johnson, P.E.

### Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City of Omak, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature - Mayor

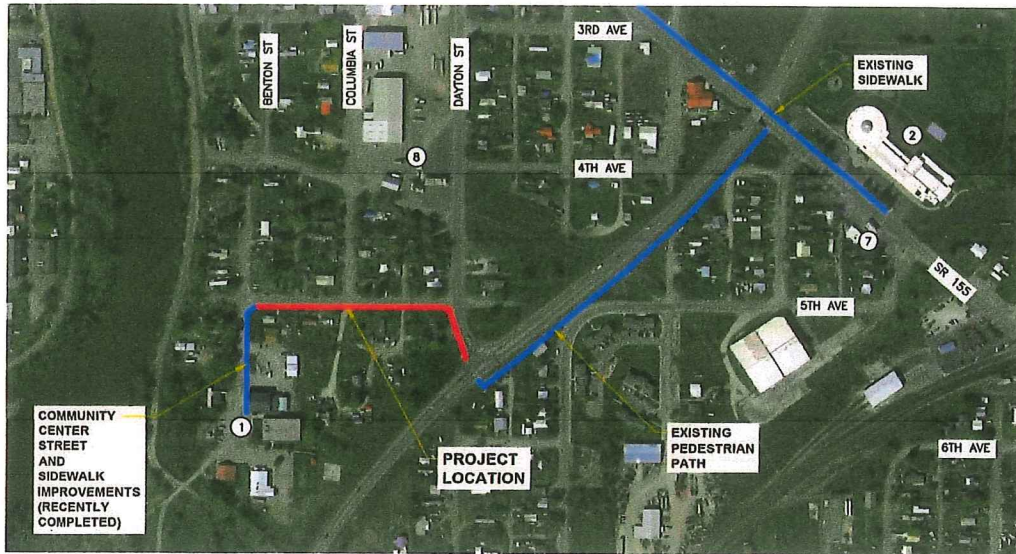


## EXHIBIT B-1 Scope of Work

Project No.  
 P-E-987(PO4)-1

Describe the Scope of Work

The City of Omak, with financial assistance (grant) from the Washington State Transportation Improvement Board (TIB), desires to add sidewalk along a 0.17-mile section of 5<sup>th</sup> Avenue and Dayton Street from Benton Street to U.S. 97. The project will include new curb, gutter, and sidewalk, storm drainage improvements, HMA pavement repair, and surface repair. The approximate project limits are shown below:



Unless otherwise directed and approved by the City and the Transportation Improvement Board, the project will be designed in conformance with the TIB grant application (FY 2021 Project).

**Stormwater:** Assumes that infiltration on-site is feasible and off-site storm improvements beyond the scope of this project will not be required. Costs to complete a geotechnical investigation to confirm the feasibility of infiltration are included in this scope of work.

**Cultural Resource Survey:** Costs for a historical and cultural survey have been included in this scope of work. Based on discussions with TIB, it has been determined that a cultural resource assessment is required for this project.

**Roadway Geometry:** The sidewalk will be five feet wide and will include two feet of HMA repair in front of the curb and gutter.

**Permits:** It is not anticipated that a SEPA checklist will be required as part of this project. It is not anticipated that an EPA or Ecology Construction Stormwater Permit will be required. It is not anticipated that WSDOT approval of the proposed design will be required, although coordination may be required for traffic control along US 97.

### Task 1 – Project Management

- A. Provide overall project management services including:
  1. Preparation and execution of subcontracts;
  2. Project staff and subconsultant management;
  3. Implementation of quality control program; and





4. Management of project budget and schedule.

**Task 2 – Community and Agency Coordination**

- A. Participate at one project meeting with City staff to review project, project concerns, status of deliverables, budget, critical path items, any new project concerns, etc., during the course of the project.

Note: This item does not include a public open house meeting. It is assumed that the City will provide information about the project to the public if requested/desired.

**Task 3 – Quality Assurance/Quality Control Meetings**

- A. Conduct two in-house quality assurance/quality control (QA/QC) meetings during the course of the project. The meetings will take place at approximately 30 and 90 percent completion status. The meetings will include review by qualified senior staff members, key design team members, and Agency staff (as desired).
- B. Incorporate pertinent recommendations and suggestions into bid/construction documents regarding QA/QC reviews.

**Task 4 – Project Funding Agency Coordination**

- A. Gray & Osborne staff shall coordinate their work (as applicable) as authorized by the City with the City's funding agency (TIB) and assist the City in preparing project forms, on-line reimbursement requests, and other required paperwork.

**Task 5 – Geotechnical Analysis (Subconsultant)**

- A. Subcontract and coordinate geotechnical work with a qualified and licensed geotechnical firm.
- B. Review and comment on subconsultant submittals.
- C. Provide these additional services via a geotechnical subconsultant.

1. **Site Reconnaissance/Subsurface Exploration** – Subconsultant will perform a site reconnaissance to observe soil conditions and existing pavement thickness. Subconsultant will observe test holes to be excavated by the City within the roadway area. A minimum of 4 pits will be excavated for this project. The test pits will be excavated to a maximum depth of about 10 feet. The existing soil conditions will be documented.

**Assumption:** For our budgeting purposes, this scope assumes the City will excavate, backfill, and compact the test holes, provide utility clearance and traffic control (if needed).

3. **Laboratory Tests** – Select soil samples for moisture content testing, grain size analysis, and cation exchange capacity. The test results will aid in soil classification, and will be used to determine the engineering properties of the soil. The grain size analyses will also be used to evaluate the infiltration potential of the soils based on the methodology outlined in the current Ecology stormwater design manual. The cation exchange capacity tests results will be used to evaluate the treatment potential of the site soils. No in situ infiltration tests are included in this scope of work.
4. **Report** – Subconsultant will prepare a report summarizing the findings, including a site map showing locations of test borings, summary of test pits and description of subsurface conditions, and recommendations for pavement thickness, Suitability of site soils for infiltration and treatment, and estimated infiltration rates based on grain size analysis, and general earthwork recommendations.



5. **Post Report Consultation** – Subconsultant will provide post-report consultations on an as needed basis.

**Task 6 – Cultural Resource Compliance**

- A. Gray & Osborne will assist the City in preparing a letter to interested tribes that will describe the project, and serve as formal consultation. The letter will be sent out by the City.
- B. Provide these additional services via a cultural resource investigation subconsultant.
  1. Identify any cultural resources which may be adversely affected by the project.
  2. Conduct the cultural resource survey in accordance with Washington State Law.
  3. Provide background research, field investigation of project area, and research to identify potential traditional cultural properties.
  4. Provide summary of findings in a cultural resources project report.

**Task 7 – Right-of-Way and Topographical Survey**

- A. Establish vertical and horizontal (right-of-way) control for survey and mapping within project corridor.
- B. Acquire records of survey, plat maps, assessor maps, etc., as required for establishing right-of-way. Identify right-of-way (centerline and edges).
- C. Acquire topographical survey of site (within and adjacent to project corridor to include referencing surface grades; utility markings (see Item A above); pavement edges; obvious utility structures including utility poles, hydrants, valves; fences; major trees and significant landscaping; pedestrian facilities; driveways; buildings, sanitary, and storm facilities, water facilities, etc., in sufficient detail to support design of the project.
- D. Acquire off-site survey at properties abutting project corridor, intersecting streets, and all driveways to facilitate incorporation of ingress/egress corridors into design and in sufficient details to identify impacts and provide adequate mitigation to adjacent properties. Extend topography up to 10 feet beyond right-of-way lines, where determined to be necessary by the Engineer. Note: This work assumes right of access will be granted by property owners for this work.
- E. Incorporate all electronic files (produced by survey) and create base map of project corridor, adjacent parcel lines, and existing utilities of record and/or surveyed utilities.

**Task 8 – Conceptual and Preliminary Design**

- A. Develop preliminary concepts (30% level of design) and exhibits for use in public meeting, staff meetings, etc., for evaluation and comments on conceptual design.
- B. Incorporate available utility as-built or record drawing information, plat map (property line) information, survey data, and other available and relevant information into the development of a base map. Consultant shall be able to rely on information provided by others for the intended purpose of developing design drawings.
- C. Prepare specifications in City-approved format, to also include proposal, contract, bonds, and insurance documents/requirements and related documentation. It is assumed the format of Specifications will be similar to previous consultant work in the City for TIB funded projects and that the Specifications will be prepared with reference to the 2020 Standard Specifications.
- D. Analyze the proposed roadway corridor for collection, treatment, and detention capacity of the proposed stormwater system. This Contract, including our scope of work, assumes that infiltration on-site is feasible or that adequate downstream capacity in the existing storm sewer system exists and downstream and off-site storm improvements beyond the scope of this project will not be required.





- E. Prepare preliminary plans, drawings, special details, etc., of all motorized and non-motorized facilities including road improvements, minor landscaping, storm facilities, and related facilities at 60 and 90 percent levels of design, and in City-approved format to include updated engineer's construction cost estimate(s). Submit (two copies) of plan sets and specifications (including updated cost estimates) to City for review and comment at 60 and 90 percent intervals. Incorporate applicable City comments. Format of plan sets shall be similar to other transportation and TIB funded products Gray & Osborne has prepared for the City and modeled after WSDOT Standards (2020 Washington State Standard Specifications for Road and Bridge Construction, and applicable amendments thereto).

**Task 9 – Temporary Construction and Right-of-Way Documentation**

- A. Identify areas on adjacent private property where temporary construction permits need to be acquired to facilitate construction. This may include small, parallel, and adjacent strips of land or driveway areas needed to be reconstructed and incorporated into project documents.
- B. Prepare generic temporary construction permits for City distribution and acquisition as may be required.

Note: Right-of-way acquisition is not anticipated nor included in our scope of work. If such is required, it will be negotiated as an extra.

**Task 10 – Final Design Plans and Specifications**

- A. Prepare and submit final (100%) project plans, specifications, and cost estimates to include evaluation and/or incorporation of all previous and pertinent City, and/or funding agency review comments.
- B. Submit final plans, specifications, engineer's cost estimate (construction), and updated TIB Bid Authorization form (UCE form) to the City and TIB and solicit authorization to bid the project from both the City and TIB.
- C. Prepare and assist City in submitting Department of Ecology-required Construction Stormwater Erosivity Waiver (include generic copy in Specifications regarding transfer of coverage from City to Contractor, if necessary).

**Task 11 – Bid and Award Services**

- A. Prepare bid advertisement and distribute to two newspapers (Daily Journal as well as City's newspaper of record). Our fees do not include cost of publication of advertisements.
- B. Prepare and post electronic bid documents (PDF format) to Gray & Osborne's Bid Document Distribution System website. Maintain bidders list.
- C. Answer bid inquiries during bid phase, to include providing written clarification as may be required.
- D. Prepare and distribute any bid addenda as required.
- E. Review bids tendered, check references of responsible, qualified low bidder, prepare and distribute bid summary, and prepare and transmit Engineer's "Letter of Recommendation for Award." Coordination with City and TIB.

**Services Specifically Not Included**

- A. Any work associated with rectifying discrepancies in rights-of-way, record surveys, and plat maps. etc.
- B. Any work associated with right-of-way acquisition, including: appraisals, appraisal reviews, fair cost estimates of market value of properties, Project Funding Estimates (PFE), legal descriptions, deeds, schematic exhibits, negotiations, and conveyance documents.
- C. Any survey work associated with staking of right-of-way and/or property lines.



- D. Any work associated with the preparation and filing of easements and/or record surveys.
- E. Any costs associated with the actual purchase of real estate.

**Documents to be Furnished by the Consultant**

- Electronic transfer (email, or USB data drive) of the Project Specifications and Construction Drawings in Portable Document Format (PDF).
- One Set of Project Specifications (hard copy)
- One Set of Full-Size Construction Drawings (hard copy, 22" x 34").
- One Set of Half Size Construction Drawings (hard copy, 11" x 17")





## EXHIBIT C-2 Payment (Cost Plus Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for all work performed or services rendered and for all labor, materials, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work."

### A. Actual Costs

Payment for all consulting services for this project shall be on the basis of the CONSULTANTs actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, and direct nonsalary cost.

**1. Direct Salary Costs**

The direct salary cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT.

**2. Overhead Costs**

Overhead costs are those costs other than direct costs which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT, under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The three options are explained as follows:

- a. **Actual Cost:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to maximum amount payable, authorized under this AGREEMENT, when accumulated with all other actual costs.
- b. **Actual Cost Not To Exceed Maximum Percent:** If this method is indicated in the heading of this AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT at the actual overhead rate verified by audit up to the maximum percentage shown in the space provided. Final overhead payment when accumulated with all other actual costs shall not exceed the total maximum amount payable shown in the heading of this AGREEMENT.
- c. **Fixed Rate:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.

A summary of the CONSULTANTs cost estimate and the overhead computation are attached hereto as Exhibits D and E and by this reference made part of this AGREEMENT. When an actual cost overhead rate or actual cost not to exceed overhead rate is used, the actual overhead rate determined at the end of each fiscal year shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

The CONSULTANT shall advise the AGENCY as soon as possible of the actual overhead rate for each fiscal year and of the actual rate incurred to the date of completion of the work. The AGENCY and/or TIB may perform an audit of the CONSULTANT's books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

**3. Direct Nonsalary Cost**

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT applicable to this contract. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. The billing for nonsalary cost, directly identifiable with the Project, shall be an itemized listing of the charges supported by original bills or legible copies of invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be provided to the AGENCY upon request. All of the above charges must be necessary for services to be provided under this AGREEMENT.

**4. Fixed Fee**

The fixed fee, which represents the CONSULTANT's profit, is shown in the heading of this AGREEMENT under Fixed Fee. This fee is based on the scope of work defined in this AGREEMENT and the estimated man-months required to perform the stated scope of work. In the event a supplemental agreement is entered into for additional work by the CONSULTANT, the supplemental agreement may include provision for the added costs and appropriate additional fee. The fixed fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the monthly progress reports accompanying the invoices.



Any portion of the fixed fee earned by not previously paid in the progress payments will be cover in the final payment, subject to the provisions of Section IX, Termination of Agreement.

**5. Maximum Total Amount Payable**

The maximum total amount payable, by the AGENCY to the CONSULTANT under this AGREEMENT, shall not exceed the amount shown in the heading of this AGREEMENT as maximum amount payable, which includes the Fixed Fee, unless a supplemental agreement has been negotiated and executed by the AGENCY prior to incurring any costs in excess of the maximum amount payable.

**B. Monthly Progress Payments**

The CONSULTANT may submit invoices to the AGENCY for reimbursement of actual costs plus the calculated overhead and fee not more often than once per month during the progress of the work. Such invoices shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, General Requirements, of the AGREEMENT. The invoices will be supported by itemized listing and support document for each item including direct salary, direct nonsalary, and allowable overhead costs to which will be added the prorated Fixed Fee.

**C. Final Payment**

Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims of any nature which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

**D. Inspection of Cost Records**

The CONSULTANT and his subconsultants shall keep available for inspection by representatives of the AGENCY and/or TIB, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.





**EXHIBIT D-1**  
**Consultant Fee Determination Summary Sheet**  
(Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

Prepared by Michael Meskimen, P.E., Gray & Osborne, Inc.				Date May 22, 2020	
Project 5 <sup>th</sup> Avenue Sidewalk					
<b>Direct Salary Cost (DSC)</b>					
Classification	Man Hours		Rate		Cost
Principal	2	x	\$40 to \$61	=	\$92
Project Manager	14	x	\$36 to \$61	=	\$644
Civil Engineer	36	x	\$28 to \$41	=	\$1,152
AutoCAD Technician	16	x	\$15 to \$40	=	\$512
Professional Land Surveyor	6	x	\$35 to \$46	=	\$264
Filed Survey (2 person)	20	x	\$51 to \$68	=	\$1,200
<b>TOTAL DSC</b>					<b>\$3,864</b>
<b>OVERHEAD (OH Cost including Salary Additives)</b>					
<b>OH Rate x DSC or 186.0% x \$3,864</b>					<b>\$7,187</b>
<b>FIXED FEE (FF)</b>					
<b>FF Rate x DSC or 42% x \$3,864</b>					<b>\$1,623</b>
<b>REIMBURSABLES</b>					
<b>Misc. Expenses, including mileage, per diem (room and board), Reproduction, etc.</b>					<b>\$1,506</b>
<b>SUBCONSULTANT COST (See Exhibit G) (including 10% Administrative Overhead)</b>					<b>\$14,320</b>
<b>GRAND TOTAL</b>					<b>\$28,500</b>



**EXHIBIT D-2**  
**Consultant Fee Determination Summary Sheet**  
 (Specific Rates of Pay)  
**FEE SCHEDULE**

Discipline or Job Title	Hourly Rate	Overhead 186%	Profit 42%	Rate Per Hour
AutoCAD/GIS Tech./Engineering Intern	\$15-\$40	\$27.90-\$74.40	\$6.30-\$16.80	\$49.20-\$131.20
Electrical Engineer	\$36-\$57	\$66.96-\$106.02	\$15.12-\$23.94	\$118.08-\$186.96
Structural Engineer	\$33-\$51	\$61.38-\$94.86	\$13.86-\$21.42	\$108.24-\$167.28
Environmental Tech./Specialist	\$25-\$42	\$46.50-\$78.12	\$10.50-\$17.64	\$82.00-\$137.76
Eneingeer-In-Training	\$25-\$40	\$46.50-\$74.40	\$10.50-\$16.80	\$82.00-\$131.20
Civil Engineer	\$28-\$41	\$52.08-\$76.26	\$11.76-\$17.22	\$91.84-\$134.48
Project Engineer	\$36-\$45	\$66.96-\$83.70	\$15.12-\$18.90	\$118.08-\$147.60
Project Manager	\$36-\$61	\$66.96-\$113.46	\$15.12-\$25.62	\$118.08-\$200.08
Principal-in-Charge	\$40-\$61	\$74.40-\$113.46	\$16.80-\$25.62	\$131.20-\$200.08
Resident Engineer	\$37-\$51	\$68.82-\$94.86	\$15.54-\$21.42	\$121.36-\$167.28
Field Inspector	\$25-\$44	\$46.50-\$81.84	\$10.50-\$18.48	\$82.00-\$144.32
Field Survey Crew (2 Person)	\$51-\$68	\$94.86-\$126.48	\$21.42-\$28.56	\$167.28-\$223.04
Field Survey Crew (3 Person)	\$80-\$93	\$148.80-\$172.98	\$33.60-\$39.06	\$262.40-\$305.04
Professional Land Surveyor	\$35-\$46	\$65.10-\$85.56	\$14.70-\$19.32	\$114.80-\$150.88
Secretary/Word Processor*	N/A	N/A	N/A	N/A

\* Secretarial and clerical fees are not billed, but are included in the overhead multiplier listed. The same is true for accounting, bookkeeping, postage, in-house printing up to \$150, word processing, computer use, computer-aided drafting, and telephone and fax costs.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.58 per mile or the current maximum IRS rate without receipt IRS Section 162(a).





**EXHIBIT E-1**  
**Breakdown of Overhead Cost**

**GRAY & OSBORNE**

**COMPUTATION OF OVERHEAD MULTIPLIER**

Federal, State, and Local Taxes .....	21.2%
Insurance and Medical .....	23.0%
Professional Development and Education .....	0.6%
Sick Leave, Vacations and Holidays .....	14.2%
Administration (Typing, CADD, GIS, Computer)** .....	37.2%
Rent, Utilities, and Depreciation.....	19.0%
Office Expenses, Support and Maintenance .....	5.1%
Travel .....	2.0%
Retirement and Incentive Program .....	63.4%
Facilities Cost of Capital.....	0.3%
<b>TOTAL: .....</b>	<b>186.0%</b>

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



**EXHIBIT F-1**  
**Payment Upon Termination of Agreement**  
**by the Agency Other than for Fault of the Consultant**  
(Refer to Agreement, Section IX)

**Lump Sum Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Cost Plus Fixed Fee Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Specific Rates of Pay Contracts**

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

**Cost Per Unit of Work Contracts**

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.





### **EXHIBIT G-1 Subcontracted Work**

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

**Geotechnical**

PanGEO, Inc.	\$5,453
--------------	---------

**Cultural Resource Assessment**

Plateau Archaeological Investigations, LLC.	\$7,565
---	---------

Note: Amount shown above does not include 10 percent Administrative Overhead as shown in Exhibit D-1

## MEMORANDUM

To: Omak City Council  
Cindy Gagnè, Mayor

From: Todd McDaniel

Date: July 6, 2020

Subject: Ordinance 1892 Budget Amendment Cares Act

---

The Attached Ordinance 1892- Amending the 2020 Budget for the City of Omak, Recognizing Additional Revenue and Appropriating Additional Expenditure in the Current Expense Fund for Cares Act Grant, is forwarded for your consideration.

This Ordinance recognizes additional revenues of \$148,200 from the Cares Act Grant and appropriates a like amount in expenditure. There is no affect to the estimated Ending Fund Balance.

We split the expenditure amounts between four expenditure lines based on the expected use and guidance from the BARS Manual. So far, we have obligated \$75k for economic relief of small businesses. The remainder of the funds will be used to purchase small tools, supplies, minor facility upgrades, and other eligible uses related to the COVID 19 Health Emergency.

I approve this Ordinance and urge it Adoption



**ORDINANCE NO. 1892**

**AN ORDINANCE AMENDING THE 2019 BUDGET FOR THE CITY OF OMAK BY  
RECOGNIZING ADDITIONAL REVENUE AND APPROPRIATING ADDITIONAL  
EXPENDITURE FOR EMERGENCY CARES ACT GRANT**

**WHEREAS**, the City of Omak adopted the 2020 Budget by passage of Ordinance No. 1855 on December 2, 2020; and

**WHEREAS**, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") was signed into law providing for over \$2 trillion relief for American workers, families, and small businesses, and to preserve jobs for American industries; and

**WHEREAS**, on April 27, 2020, Washington State announced the allocation of nearly \$300 million for local governments from the Coronavirus Relief Fund (the "CRF") available under the CARES Act; and

**WHEREAS**, the City of Omak accepted an agreement with the Washington state Department of Commerce to receive Care Act funding with Resolution 42-2020; and

**WHEREAS**, expenditures have been identified to respond to the COVID-19 public health emergency; and

**WHEREAS**, the City of Omak is desirous of amending its budget pursuant to RCW 35A.33.090.

**THE CITY COUNCIL OF THE CITY OF OMAK DO ORDAIN AS FOLLOWS:**

**Section 1.** Ordinance No. 1855 adopting the 2020 Budget, shall be amended to include changes to the budget as shown in Attachment "A" of this ordinance.

**Section 2.** This ordinance shall become effective from and after the date of its passage by Council by a vote of one more than the majority of all Councilmembers, approval by the Mayor and publication as required by law.

**PASSED** by the City Council of the City of Omak, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Connie Thomas, City Clerk

\_\_\_\_\_  
Michael Howe, City Attorney

Filed with City Clerk: \_\_\_\_\_

Passed by City Council:

1<sup>ST</sup> Reading \_\_\_\_\_

2<sup>nd</sup> Reading \_\_\_\_\_

Date Published: \_\_\_\_\_

Date Effective: \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 2020, the City Council of the City of Omak  
passed Ordinance No. 1892

DATED this \_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Connie Thomas, City Clerk



**2020 BUDGET AMENDMENT ORDINANCE NO. 1892 ATTACHMENT "A"**

<b>Description</b>	<b>2020 Budget</b>	<b>Revenue</b>	<b>Expenditure</b>	<b>Revised Budget</b>
<b>Current Expense Fund 001</b>				
Cares Act Grant Funds 001.333.21.00	\$ 0.00	\$148,200.00		\$ 148,200.00
Office and Operating 001.514.23.31	\$ 13,000.00		\$ 23,200.00	\$ 36,200.00
Small Tools and Equipment 001.518.30.35	\$ 1,500.00		\$ 30,000.00	\$ 31,500.00
Repairs and Maintenance 001.518.30.48	\$ 4,000.00		\$ 20,000.00	\$ 24,000.00
Cares Act Funds to Economic Alliance 001.558.70.40	\$ 0.00		\$ 75,000.00	\$ 75,000.00
Total Expenditures	\$4,467,209.50		\$148,200.00	\$ 4,615,409.50
Current Expense Fund Total	\$5,506,439.53			\$ 5,654,639.53

**Current Expense Fund 001**

This Ordinance recognizes an additional \$148,200 Revenue from the Cares Act grant and appropriates a like amount of expenditure with no affect to estimated Ending Fund Balance.

# Memorandum

To: Cindy Gagné  
Omak City Council

From: Ken Mears  
Public Works Department

Date: July 6th, 2020

**Subject** Public Works Department Report

Attended a Pre-con meeting for Meadow Lark apartments.

I have worked with City Planner on the Technical Review of the RCO grant presentation.

Renewal of the Airport project DBE Goals updates.

Inspections in the field of the Airport Well project, Water and Sewer project and the Jasmine Street project. All are progressing well with little issues.

Attended a Zoom Labor & Industries meeting.

Multiple calls on City Hall audio and video potential upgrade solutions.

Emails and issues of parking for Wildwood area.

Working on the Sage parking lot request to pave and install a storm infiltrator system.

