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**AGENDA**  
**OMAK CITY COUNCIL MEETING**  
**Zoom Meeting**  
**Tuesday, September 8, 2020 – 7:00 PM**

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**A. CALL TO ORDER**

**B. FLAG SALUTE**

**C. CITIZEN COMMENTS**

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

1. Proclamation – Honoring the Odom Corporation for 86 years of service to the Community

**E. CONSENT AGENDA:**

1. Approval of minutes from August 17, 2020
2. Approval of Claims & Payroll

**F. NEW BUSINESS:**

1. Ord. 1893 – 1<sup>st</sup> Read – Interfund Loan from Current Expense to Street Fund
2. Res. 56-2020 – Accepting the Jasmine Street Improvements Contract as Complete
3. Res. 57-2020 – Approve Sale of Surplus Property – 2010 Sewer Vac Truck
4. Res. 58-2020 – Approve Omak Municipal Airport Land Lease with CCT/BIA Fire Mgmt.
5. Res. 59-2020 – Aprvd. Sup. No. 4 - Consulting Agrmt. - Gray & Osborne – Engh/SR215/US 97 Imprv.

**G. OTHER BUSINESS:**

1. Council Committee Reports
2. Staff Reports

**Action by City Council**

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In accordance with the "Stay Home, Stay Healthy" order from Governor Inslee, our Council Meeting will be conducted using Zoom Meetings (information on next page).  
If you need support, 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.

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**The City of Omak is inviting you to a scheduled Zoom meeting.**

Join Zoom Meeting

<https://us02web.zoom.us/j/83183382473?pwd=THI0by9LamdITVhTeitwS2p0WG5ZQT09>

Meeting ID: 831 8338 2473

Passcode: 396421

One tap mobile

+12532158782,,83183382473#,,,,,0#,,396421# US (Tacoma)

+16699006833,,83183382473#,,,,,0#,,396421# US (San Jose)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

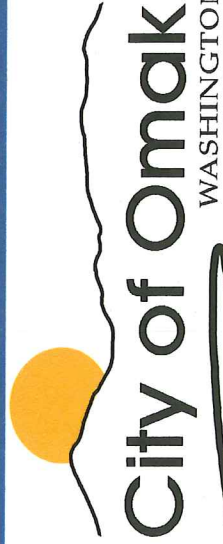
+1 301 715 8592 US (Germantown)

Meeting ID: 831 8338 2473

Passcode: 396421

Find your local number: <https://us02web.zoom.us/j/kxCxJDaYt>





*heart of the Okanogan*

## PROCLAMATION



THE **Odom** CORPORATION

Washington

WHEREAS, the purpose of this proclamation is to honor The Odom Corporation for their **86** years as a local, family owned business within our community. As the neighborhood beverage distributor, The Odom Corp ensures refreshment is delivered to our city every single day. With **696** local employees across **9** locations in the state, The Odom Corp ensures that a dedicated workforce & transportation infrastructure is the driving force within our environment to build a cohesive network to support our Washington neighbors @:

**Bellevee Kent**    **Wenatchee Omak**    **Walla Walla Moses Lake**    **Spokane Renton**    **Pullman**

WHEREAS, since its start in Juneau, Alaska in 1934, The Odom Corp has rapidly expanded its local footprint to **9** locations in Washington. Within those communities, The Odom Corp is a proud member of **7** Chambers of Commerce:

**Lewis Clark Valley Chamber of Commerce**    **Moses Lake Chamber of Commerce**    **Pullman Chamber of Commerce**    **Tri-City Area Chamber of Commerce**    **Walla Walla Chamber of Commerce**    **Dayton Chamber of Commerce**    **West Plains Chamber of Commerce**

WHEREAS, the Odom Corp is fortunate to benefit from local hiring, having hired **105** graduates from **37** local colleges within Washington this past year. Overall, Odom Corp is honored to employ **331** active alumni from local Washington Colleges @:

**Washington State University: 24**    **University of Washington: 21**

**Spokane Falls Community College: 17**    **Spokane Community College: 16**    **Central Washington University: 15**    **Eastern Washington University: 14**

WHEREAS, to further support local education, Odom Corp financially supports **3** local scholarships that have awarded Washington graduates to fulfill their college goals with a total of **\$40,000** to be used for college needs. To continue Odom's connection with our community, Odom is proud to engage their **27** open roles within **16** local job listings sites to better connect with local Washingtonians for immediate hiring needs @:

**DiversityWashington.com**  
**TacomaDiversity.com**  
**JobsInEverett.com**  
**JobsInRedmond.com**  
**TacomaJobs.com**

**SeattleDiversity.com**  
**WashingtonJobNetwork.com**  
**JobsInKennewick.com**  
**MetroSeattleJobs.com**  
**VancouverJobNetwork.com**  
**WorksourceWA.com**

**SpokaneDiversity.com**  
**JobsInBellevue.com**  
**JobsInOlympia.com**  
**MetroSpokaneJobs.com**  
**JobsInYakima.com**

WHEREAS, from an environmental perspective, The Odom Corp has ensured that it's facilities & transportation infrastructure are enhancing with sustainably conscious options. Odom outfitted their Washington facilities with bailers, recyclers, & office recycling receptacles to ensure Team Members are sustainably engaging while continuously considering how to properly manage their footprint.

WHEREAS, these implementations have allowed Odom Corp along with their **696** local team members to better serve this community. The forefront of their focus are their local neighbors & community events that strengthen our state. Odom continually supports local events through volunteer work.

WHEREAS, lastly, to better support our internal Odom Corp Team Members, Odom built a tradition of recognition and training to adapt to growing needs. Their employees are continually honored in annual Employee Appreciation Events & Truck Rodeos. For these reasons & more we'd like to honor The Odom Corporation for their **86** years of service to the community in honoring the traditions that have built this state & company to further strengthen our people.

**SIGNED** this 8th day of September 2020

Cindy Gagné, Mayor



# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel

Date: September 8, 2020

Subject: Ordinance 1893 – 1<sup>st</sup> Read - Interfund Loan C.E. to Street Fund

The attached Ordinance 1893- Amending the 2020 Budget for the City of Omak Appropriating Additional Funds in the Current Expense Fund for an Interfund Loan to the Street Fund, is forwarded for your consideration.

This Ordinance recognizes a \$250,000.00 interfund loan from Current Expense to the Street Fund and its repayment back to Current Expense before the end of the 2020 Fiscal.

During the first bill run in August we got a little ahead of our cashflow while meeting the obligation to the Jasmine Street project. This project is funded through a 90% grant from the Transportation Improvement Board (TIB). TIB is also having some cash flow issues due to reduced fuel tax revenues and the affect of I-976. Currently TIB is unable to reimburse the total of our requests. TIB will continue to make payments to us until we are reimbursed in full. I expect this would occur by November 2020.

This amendment provides the the Street Fund with the necessary cash flow to meet the short term obligations, until which time additional revenues and reimbursements are received.

Considering the market interest rates, length of term, and fact that Current Expense and the Street fund compete for the same property tax revenues, no interest will be charged to the Street Fund for this loan.

I approve this Ordinance and urge it Adoption



**ORDINANCE NO. 1893**

**AN ORDINANCE AMENDING THE 2020 BUDGET FOR THE CITY OF OMAK,  
APPROPRIATING ADDITIONAL FUNDS IN THE CURRENT EXPENSE FUND FOR  
AN INTERFUND LOAN TO THE STREET FUND**

**WHEREAS**, the City of Omak adopted the 2020 Budget by passage of Substitute Ordinance No. 1885 on December 2, 2019; and

**WHEREAS**, the Jasmine Street Reconstruction project was included in the approved 2020 budget; and

**WHEREAS**, the Jasmine Street Reconstruction project is funded by a grant from Washington State Transportation Improvement Board (TIB) that will reimburse the city for up to ninety percent of the project costs; and

**WHEREAS**, additional cash is needed in the Street Fund to meet its short-term operation and project obligations, until reimbursements can be processed and received from TIB; and

**WHEREAS**, a \$250,000 interfund loan from the Current Expense Fund to the Street Fund will provide the needed cash flow for the continued operation and project obligations of the Street Fund; and

**WHEREAS**, the inter fund loan to the Street Fund shall bear no interest and shall be paid back to the Current Expense Fund by December 31, 2020; and

**WHEREAS**, said expenditures are not one of the emergencies specifically enumerated in RCW 35A.33.080; 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. 1885 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:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
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. 1893.

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

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



**2020 BUDGET AMENDMENT ORDINANCE NO. 1893 ATTACHMENT "A"**

Description	2020 Budget as Amended	Revenue	Expenditure	Revised Budget
<b><u>Current Expense Fund (001)</u></b>				
Inter-fund Repayment from Street Fund 001.381.20.00	\$ 0	\$250,000.00		\$ 250,000.00
Estimated Ending Fund Balance 001.508.00.00	\$ 1,038,005.03	\$250,000.00	\$ 250,000.00	\$ 1,038,005.03
Interfund Loan to Street fund 001.581.10.00	\$ 0		\$250,000.00	\$ 250,000.00
001 Expenditure Total	\$ 4,615,409.50		\$250,000.00	\$ 4,865,409.50
001 Fund Total	\$5,654,639.53	\$250,000.00		\$5,904,639.53
<b><u>Street Fund (102)</u></b>				
Interfund Loan from CE 102.381.10.00	\$ 0	\$250,000.00		\$ 250,000.00
Estimated Ending Fund Balance 102.581.10.00	\$ 183,589.67	\$250,000.00	\$250,000.00	\$ 183,589.67
Inter-fund Repayment to Street Fund 102.581.10.00	\$ 0		\$250,000.00	\$ 250,000.00
102 Expenditure Total	\$ 2,112,559.50		\$250,000.00	\$2,362,559.50
102 Fund Total	\$2,296,149.17			\$2,546,149.17

**Current Expense Fund**

This Ordinance recognizes a \$250,000.00 Interfund Loan from Current Expense to the Street Fund and its repayment from the Street fund back to Current expense within the 2020 fiscal budget year.

## MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: September 8th, 2020

Subject: Resolution No. 56-2020 Accepting the Jasmine Street Improvements as Complete.

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The attached Resolution 56-2020, A RESOLUTION OF THE OMAK CITY COUNCIL ACCEPTING THE CONTRACT FOR JASMINE STREET IMPROVEMENTS PROJECT G&O #18048 AS COMPLETE, is forwarded for your consideration.

Attached is the recommendation accepting the project as Complete for the Jasmine Street Improvements Project. This Resolution will allow the City to accept the project as complete, payment of final progress estimate, and the release of retainage submission.

I support this Resolution ask for Council approval.



**RESOLUTION NO. 56-2020**

**A RESOLUTION OF THE OMAK CITY COUNCIL ACCEPTING THE CONTRACT FOR JASMINE STREET IMPROVEMENTS PROJECT G&O #18048 AS COMPLETE**

**WHEREAS**, the City of Omak awarded a contract for the construction of the Jasmine Street Project to P.O.W. Contracting by the passage of Resolution No. 24-2020 on April 6, 2020; and

**WHEREAS**, this project was determined to be physically complete on August 26, 2020; and

**WHEREAS**, this project has been completed satisfactorily in accordance with the contract, plans, specifications; and

**WHEREAS**, the City's consultant Gray & Osborne, Inc., and the Public Works Director have reviewed all work, all required tests and certifications and, recommend that the City accept the project as complete.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Omak that the Jasmine Street Improvements contract with P.O.W. Contracting is hereby accepted as complete; and the Mayor is authorized and directed to take all necessary actions to close out the project.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

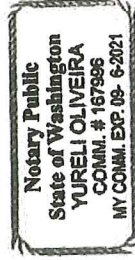
\_\_\_\_\_  
Michael Howe, City Attorney

# Final Contract Voucher Certificate

Contractor <b>POW Contracting</b>			
Street Address <b>PO Box 4772</b>			
City <b>Pasco</b>	State <b>WA</b>	Zip <b>99302</b>	Date <b>August 25, 2020</b>
Project Number (Owner) <b>18048</b>			
Job Description (Title) <b>Jasmine Street Improvements</b>			
Date Work Physically Completed <b>August 5, 2020</b>			Final Amount (including Sales Tax) <b>\$577,770.26</b>

### Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Omak nor have I rented or purchased any equipment or materials from any employee of the City of Omak; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Omak for work performed and material furnished under this Contract; that I have carefully examined said final estimate and understand the same; have paid all labor, material, and other costs for this project; and that I hereby release the City of Omak from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.



Contractor Authorized Signature Required  
*[Signature]*  
 Shelley Ainsworth  
 Type Signature Name

Subscribed and sworn to before me this 26 day of August 20 20  
 *[Signature]* Notary Public in and for the State of Washington

Residing at Pasco

### City of Omak Certification

I, certify the attached final estimate to be based upon actual measurements, and to be true and correct. Approved Date \_\_\_\_\_

*Jim Osburn* \_\_\_\_\_  Owner  
 Project Engineer Gray & Osborne, Inc.

This Final Contract Voucher Certification is to be prepared by the Engineer and the original forwarded to the City of Omak for acceptance and payment.

Contractors Claims, if any, must be included and the Contractors Certification must be labeled indicating a claim attached.





# Notice of Completion of Public Works Contract

## Department Use Only

Assigned to

Date Assigned

Date	Form Version Original	Revision Reason N/A
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### Awarding Agency Information

Company Name City of Omak	UBI Number 243 000 002
Address PO Box 72	City Omak
Contact Name Ken Mears	State WA
Phone Number 509-826-1170	Zip Code 98841
Email Address publicworks@omakcity.com	

### Prime Contractor Information

Company Name POW Contracting	UBI Number 601 837 639
Address PO Box 4772	City Pasco
Contact Name Shelley Ainsworth	State WA
Phone Number 509-542-8507	Zip Code 99301
Email Address shelley@powcontracting.com	

### Project Information

Project Name Jasmine Street Improvements	Contract Number 18048	Affidavit ID Number
Jobsite Address Jasmine Street- Haussler Rd to 6th Ave	City Omak	State WA
Date Awarded 04/06/2020	Date Work Commenced 05/18/2020	Date Work Accepted

Is this a Federally Funded Transportation Project?  Yes  No If yes, attach the Contract Bond Statement

Have Subcontractors been used?  Yes  No If yes, complete Addendum A

Contract/Payment Bond Waived?  Yes  No  Retainage Bond Waived?  Yes  No

Detailed Description of Work Completed

Reconstruction of Jasmine Street, including excavation, pulverization, hMA, storm drainage improvements, curb, gutter, and sidewalk, striping and signage.

### DOR Tax Information

Calculated Amount	\$583,623.40	Liquidated Damages	\$0.00
Additions (+)		Amount Disbursed	\$577,770.26
Reductions (-)	(\$5,853.14)	Amount Retained	\$0.00
Sub-Total	\$577,770.26	Other	\$0.00
Sales Tax Amount	\$0.00	Sales Tax Rate	0 %
Total	\$577,770.26	Total	\$577,770.26

Both totals must be equal - If multiple sales tax rates, attach a list

### Apprentice Utilization Information

Was apprentice utilization required?  Yes  No Engineer's Estimate:

Utilization %: N/A If utilization did not meet or exceed 15%, was a Good Faith Estimate approved?  Yes  No

### Comments

Per Washington State Sales Tax Rule 171, the sales tax rate for municipal road construction is 0.0%.

The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract. No payment shall be made from the retained funds until receipt of all release certificates and affidavits.

Complete and submit for by email to all three agencies below



Department of Revenue  
Public Works Section  
(360) 704-5650  
PWC@dor.wa.gov



Washington State Department of  
Labor & Industries  
Contract Release  
(855) 545-8163, option # 4

ContractRelease@LNI.WA.GOV



Employment Security Department  
Registration, Inquiry, Standards &  
Coordination Unit  
(360) 890-3499  
publicworks@esd.wa.gov

F215-038-000 Notice of Completion of Public Works Contract 05-2020







# Notice of Completion of Public Works Contract

## Department Use Only

Assigned to \_\_\_\_\_ Date Assigned \_\_\_\_\_

Date _____	Form Version Original	Revision Reason N/A
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### Awarding Agency Information

Company Name City of Omak	UBI Number 243 000 002
Address PO Box 72	City Omak
Contact Name Ken Mears	State WA
Phone Number 509-826-1170	Zip Code 98841
Email Address publicworks@omakcity.com	

### Prime Contractor Information

Company Name POW Contracting	UBI Number 601 837 639
Address PO Box 4772	City Pasco
Contact Name Shelley Ainsworth	State WA
Phone Number 509-542-8507	Zip Code 99301
Email Address shelley@powcontracting.com	

### Project Information

Project Name Jasmine Street Improvements	Contract Number 18048	Affidavit ID Number _____
Jobsite Address Jasmine Street- Haussler Rd to 6th Ave	City Omak	State WA
Date Awarded 04/06/2020	Date Work Commenced 05/18/2020	Date Work Accepted _____

Is this a Federally Funded Transportation Project?  Yes  No  No if yes, attach the Contract Bond Statement

Have Subcontractors been used?  Yes  No  No if yes, complete Addendum A

Contract/Payment Bond Waived?  Yes  No  Retainage Bond Waived?  Yes  No

Detailed Description of Work Completed

Reconstruction of Jasmine Street, including excavation, pulverization, HMA, storm drainage improvements, curb, gutter, and sidewalk, striping and signage.

### DOR Tax Information

Calculated Amount	\$583,623.40	Liquidated Damages	\$0.00
Additions (+)	_____	Amount Disbursed	\$577,770.26
Reductions (-)	(\$5,853.14)	Amount Retained	\$0.00
Sub-Total	\$577,770.26	Other	\$0.00
Sales Tax Amount	\$0.00	Sales Tax Rate	0 %
Total	\$577,770.26	Total	\$577,770.26

Both totals must to be equal - If multiple sales tax rates, attach a list

### Apprentice Utilization Information

Was apprentice utilization required?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Engineer's Estimate:	_____
Utilization %:	N/A	If utilization did not meet or exceed 15%, was a Good Faith Estimate approved?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

### Comments

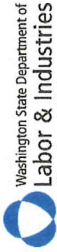
Per Washington State Sales Tax Rule 171, the sales tax rate for municipal road construction is 0.0%.

The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract. No payment shall be made from the retained funds until receipt of all release certificates and affidavits.

Complete and submit for by email to all three agencies below



Department of Revenue  
Public Works Section  
(360) 704-5650  
PWC@dot.wa.gov



Washington State Department of  
Labor & Industries  
Contract Release  
(855) 545-8163, option # 4  
ContractRelease@LNI.WA.GOV



Employment Security Department  
Registration, Inquiry, Standards &  
Coordination Unit  
(360) 890-3499  
publicworks@esd.wa.gov

F215-038-000 Notice of Completion of Public Works Contract 05-2020







**SENT VIA EMAIL**  
August 26, 2020

Mr. Todd McDaniel  
City Administrator  
City of Omak  
P.O. Box 71  
Omak, Washington 98841

**SUBJECT: FINAL PROGRESS ESTIMATE 4, PROJECT ACCEPTANCE, AND  
RELEASE OF RETAINAGE, JASMINE STREET IMPROVEMENTS  
CITY OF OMAK, OKANOGAN COUNTY, WASHINGTON  
G&O #18048**

Dear Mr. McDaniel:

This letter provides the City with guidance regarding the final progress estimate, accepting the project as complete, and release of the retainage bond.

**1. FINAL PROGRESS ESTIMATE**

We have enclosed the signed Final Contract Voucher and Progress Estimate 4, which is the final progress estimate for this project. Make one copy of the progress estimate for the City's files, and a second copy should be forwarded to the contractor with the payment.

The total amount now due is indicated below. Since the City has accepted the contractor's retainage bond, no funds are to be retained.

Amount Now Due: \$204,242.90

**2. PROJECT COMPLETION ACCEPTANCE**

The project has been completed in compliance with the Contract, with the exception of the contractor submitting Affidavits of Wages Paid for all contractors on the project. After the contractor has submitted all required Affidavits of Wages Paid, insert the affidavit identification number for the Contractor and each subcontractor on the Notice of Completion form. Attached for your use is a draft "Notice of Completion of Public Works Contract" form. We have also e-mailed this form to you for your use.

After the City has accepted the project as complete, the City needs to forward the "Notice of Completion of Public Works Contract" form to the Washington State Department of

Mr. Todd McDaniel  
August 26, 2020  
Page 2

Revenue, the Washington State Department of Labor and Industries, and the Washington State Employment Security Department.

After the City has accepted the project, please sign the enclosed "Final Contract Voucher" and forward a copy to the contractor and Gray & Osborne, Inc.

### 3. RELEASE OF RETAINAGE

The retainage bond should be released to the contractor contingent upon the following requirements being fulfilled:

1. Sixty days have elapsed since the date of project acceptance as indicated in the City meeting minutes.
2. The City receives the Washington State Department of Revenue "Certificate of Payment of State Excise Taxes by Public Works Contractor" (RCW 60.28).
3. The City receives the "Certificate of Payment of Contribution Penalties and Interest on Public Works Contract" from the Washington State Employment Security Department.
4. There are no claims or liens filed for labor and materials furnished on this Contract.
5. The City receives notification from the Washington State Department of Labor and Industries that the contractor and their subcontractors are current with payments of industrial insurance and medical aid premiums.

Please contact me if you have any questions or concerns regarding these matters.

Sincerely,

GRAY & OSBORNE, INC.

*Tim DeVries*  
Tim DeVries, P.E.

TD/tlf  
Encl.

cc: Mr. Ken Mears, Public Works Director, City of Omak, w/encl.  
Mr. Jason Phelps, P.E., Transportation Improvement Board, w/encl.  
Mr. Aaron Jones, POW Construction, w/encl.

FINAL PROGRESS ESTIMATE 4  
AUGUST 12, 2020

CITY OF OMAK  
OKANOGAN COUNTY  
WASHINGTON  
PROJECT:  
CITY OF OMAK  
JASMINE STREET IMPROVEMENTS  
G&O JOB NUMBER #18048

CONTRACTOR:  
POW CONTRACTING  
PO BOX 4772  
PASCO, WA 99302

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	QUANTITIES		PROJECT COSTS	
					TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE

1	Mobilization, Cleanup, and Demobilization	1	LS	\$35,000.00	16.70%	100.00%	\$5,845.00	\$35,000.00	100%
2	SPCC Plan	1	LS	\$650.00	0.00%	100.00%	\$0.00	\$650.00	100%
3	Project Temporary Traffic Control	1	LS	\$14,000.00	25.00%	100.00%	\$3,500.00	\$14,000.00	100%
4	Clearing and Grubbing	1	LS	\$53,000.00	0.00%	100.00%	\$0.00	\$53,000.00	100%
5	Excavation, Embankment and Grading, Incl. Haul	400	CY	\$25.00	0	0	\$0.00	\$10,125.00	101%
6	Unsuitable Foundation Excavation, Incl. Haul	30	CY	\$200.00	0.00	11.85	\$0.00	\$2,370.00	40%
7	Rock Excavation	20	CY	\$300.00	0	20	\$0.00	\$6,000.00	100%
8	Pulverize Existing Asphalt	6,420	SY	\$1.20	0	6,420	\$0.00	\$7,704.00	100%
9	Cement-Treated Base	5,130	SY	\$2.38	0	0	\$0.00	\$0.00	0%
10	Cement	190	TN	\$197.00	0	0	\$0.00	\$0.00	0%
11	Controlled Density Fill	10	CY	\$200.00	0	0	\$0.00	\$0.00	0%
12	Locate Existing Utilities	4	EA	\$400.00	0	4	\$0.00	\$1,600.00	100%
13	Crushed Surfacing Top Course	300	TN	\$22.00	236.38	890.38	\$5,200.36	\$19,588.36	297%
14	Crushed Surfacing Repair	2,550	SY	\$5.00	0.00	2,551.60	\$0.00	\$12,758.00	100%
15	Commercial HMA, Cl. 1/2-In. PG 64H-28	870	TN	\$100.00	1,199.90	1,199.90	\$119,990.00	\$119,990.00	138%
16	Commercial HMA Pavement Repair	820	SY	\$22.00	884.07	884.07	\$19,449.54	\$19,449.54	108%
17	Perforated Corrugated Polyethylene	90	LF	\$30.00	0	85	\$0.00	\$2,550.00	94%
18	Underdrain Pipe, 8 In. Diam.	40	LF	\$40.00	0	80	\$0.00	\$3,200.00	200%
19	Storm Sewer Pipe, 12-In. Diam. (Incl. Bedd	310	LF	\$50.00	0	275	\$0.00	\$13,750.00	89%
20	Catch Basin, Type 1	3	EA	\$1,500.00	0	3	\$0.00	\$4,500.00	100%
21	Concrete Inlet	8	EA	\$1,500.00	0	8	\$0.00	\$12,000.00	100%
22	Inlet Protection	5	EA	\$5,000.00	5	5	\$25,000.00	\$25,000.00	100%
23	Catch Basin, Type 2, 48-In. Diam.	4	EA	\$2,400.00	0	4	\$0.00	\$9,600.00	100%
24	Infiltration Trench	120	LF	\$100.00	0	100	\$0.00	\$10,000.00	83%



**FINAL PROGRESS ESTIMATE 4**  
**AUGUST 12, 2020**

CITY OF OMAH  
 OKANOGAN COUNTY  
 WASHINGTON

CONTRACTOR:  
 POW CONTRACTING  
 PO BOX 4772  
 PASCO, WA 99302

PROGRESS ESTIMATE PERIOD  
 JULY 27, 2020 TO AUGUST 5, 2020

PROJECT:  
 CITY OF OMAH  
 JASMINE STREET IMPROVEMENTS  
 G&O JOB NUMBER #18048

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	QUANTITIES		PROJECT COSTS	
					TOTAL THIS PERIOD	DATE	AMOUNT THIS PERIOD	DATE

25	Infiltration Trench Bioretention Soil Media	100	LF	\$50.00	0	80	\$0.00	\$4,000.00	80%
26	Adjust Catch Basin	1	EA	\$350.00	1	1	\$350.00	\$350.00	100%
27	Adjust Manhole	2	EA	\$250.00	1	2	\$250.00	\$500.00	100%
28	Abandon Catch Basin	1	EA	\$350.00	0	1	\$0.00	\$350.00	100%
29	Bank Run Gravel for Trench Backfill	30	CY	\$22.00	0	30	\$0.00	\$660.00	100%
30	Trench Excavation Safety Systems	1	LS	\$800.00	0.00%	100.00%	\$0.00	\$800.00	100%
31	Adjust Valve Box	12	EA	\$150.00	0	13	\$0.00	\$1,950.00	108%
32	Erosion/Water Pollution Control	1	LS	\$7,000.00	0.00%	100.00%	\$0.00	\$7,000.00	100%
33	Cement Conc. Traffic Curb and Gutter	4,450	LF	\$18.00	0.00	4,459.50	\$0.00	\$80,271.00	100%
34	Cement Conc. Valley Gutter	190	LF	\$22.00	0.0	190.4	\$0.00	\$4,188.80	100%
35	Cement Conc. Pedestrian Curb	130	LF	\$22.00	0	126	\$0.00	\$2,772.00	97%
36	Stormwater Swale	50	SY	\$50.00	50	50	\$2,500.00	\$2,500.00	100%
37	Cement Conc. Driveway Entrance	330	SY	\$45.00	0	330	\$0.00	\$14,850.00	100%
38	Cement Conc. Sidewalk	930	SY	\$50.00	0.00	930.42	\$0.00	\$46,521.00	100%
39	Cement Conc. Curb Ramp	6	EA	\$800.00	1	7	\$800.00	\$5,600.00	117%
40	Quarry Spalls	70	TN	\$22.00	0.00	57.48	\$0.00	\$1,264.56	82%
41	Mailbox Support, Type 1	3	EA	\$150.00	4	4	\$600.00	\$600.00	133%
42	Permanent Signing	1	LS	\$3,500.00	100.00%	100.00%	\$3,500.00	\$3,500.00	100%
43	Painted Curb	350	LF	\$20.00	550	550	\$11,000.00	\$11,000.00	157%
44	Paint Line	2,000	LF	\$3.00	2,086	2,086	\$6,258.00	\$6,258.00	104%

SUBTOTAL EARNED TO DATE		\$204,242.90		\$577,770.26	
SUBTOTAL EARNED TO DATE	\$577,770.26	SALES TAX	\$0.00	MATERIALS ON HAND	\$0.00
TOTAL	\$204,242.90	NO RETAINAGE CONTRACTOR HAS RETAINAGE BOND	\$0.00	TOTAL EARNED TO DATE LESS RETAINAGE	\$577,770.26
TOTAL	\$204,242.90	TOTAL PAYMENT NOW DUE:	\$204,242.90		

FINAL PROGRESS ESTIMATE 4  
AUGUST 12, 2020

PROGRESS ESTIMATE PERIOD  
JULY 27, 2020 TO AUGUST 5, 2020

CONTRACTOR:  
POW CONTRACTING  
PO BOX 4772  
PASCO, WA 99302

\$583,623.40  
99%

I HEREBY CERTIFY THAT THE WAGES HAVE BEEN PAID IN  
ACCORDANCE WITH RCW 39.12 PREVAILING WAGES.

POW CONTRACTING

CONTRACTOR'S REPRESENTATIVE  


CITY OF OMAK  
OKANOGAN COUNTY  
WASHINGTON

PROJECT:  
CITY OF OMAK  
JASMINE STREET IMPROVEMENTS  
G&O JOB NUMBER #18048

ORIGINAL CONTRACT AMOUNT  
CONTRACT PERCENTAGE TO DATE

I HEREBY CERTIFY THE ABOVE ESTIMATE IS A  
TRUE AND CORRECT STATEMENT OF THE  
WORK PERFORMED UNDER THIS CONTRACT.

GRAY & OSBORNE, INC.



TIM DEVRIES, P.E.

PAY	EST	PROGRESS ESTIMATE PERIOD	EARNED PER	SALES TAX	TAX	MATERIALS ON	SALES	TOTAL	PERIOD	RATE	AMOUNT	HAND	RETAINAGE (5%)	PAYMENT
NO.	EST	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD
1		MAY 18, 2020 TO MAY 26, 2020	\$33,000.00	0.00%	\$0.00	\$0.00	\$0.00	\$33,000.00		0.00%	\$0.00	\$0.00	\$0.00	\$33,000.00
2		MAY 27, 2020 TO JUNE 28, 2020	\$181,292.90	0.00%	\$0.00	\$0.00	\$0.00	\$181,292.90		0.00%	\$0.00	\$0.00	\$0.00	\$181,292.90
3		JUNE 29, 2020 TO JULY 26, 2020	\$159,234.46	0.00%	\$0.00	\$0.00	\$0.00	\$159,234.46		0.00%	\$0.00	\$0.00	\$0.00	\$159,234.46
4		JULY 17, 2020 TO AUGUST 5, 2020	\$204,242.90	0.00%	\$0.00	\$0.00	\$0.00	\$204,242.90		0.00%	\$0.00	\$0.00	\$0.00	\$204,242.90
<b>TOTAL:</b>			\$577,770.26		\$0.00	\$0.00	\$0.00	\$577,770.26			\$0.00	\$0.00	\$0.00	\$577,770.26

SUMMARY AND DISTRIBUTION OF PAYMENTS

## MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: September 8th, 2020

Subject: Resolution No. 57-2020

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The attached Resolution 57-2020, A RESOLUTION AUTHORIZING THE SALE OF SURPLUS PROPERTY, is forwarded for your consideration.

There is the need of this Resolution because of the estimated value of the 2010 Sewer Vactor truck over \$25,000. There is currently a local agency interested in the purchase of the surplus truck. If the purchase with the agency does not work out, then the Sewer Vactor truck would go to a public auction.

I support this Resolution ask for Council approval.



**RESOLUTION 57-2020**

**A RESOLUTION AUTHORIZING THE SALE OF SURPLUS PROPERTY**

**WHEREAS**, Equipment Rental routinely purchases new equipment to replace equipment that is nearing its useful life; and

**WHEREAS**, the 2010 Sewer Vac Truck, 1HTWGAZTXAJ191028, was replaced and determined to be property surplus to the needs of the City; and

**WHEREAS**, OMC 2.80.030(c) Disposition of surplus property of a value of twenty thousand dollars or more must be approved by a majority of the city council; and

**WHEREAS**, Equipment Rental has reviewed recent auction results and national value information, and have placed a value on this vehicle at approximately \$75,000.00; and

**WHEREAS**, Sale of the 2010 Sewer Vac Truck will be made by interagency or surplus auction.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Omak, authorizing the sale of surplus property. The Mayor is authorized to execute all necessary documents of the sale.

**PASSED AND APPROVED**, this \_\_\_\_ day of \_\_\_\_\_, 2020.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: September 8th, 2020

Subject: Resolution No. 58-2020 Omak Airport Land Lease Agreement with Colville Tribes/ BIA Fire Management.

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The attached; 58-2020 A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING OMAK MUNICIPAL AIRPORT – LAND LEASE WITH THE COLVILLE CONFEDERATED TRIBES/BIA FIRE MANAGEMENT. is forwarded for your consideration.

The Colville Confederated Tribes, BIA Fire Management Base, has updated the Land Lease Agreement, and City Attorney has reviewed the original name changes. The Original signed Lease Agreement is in route from the Colville Tribes for final signature if approved. This agreement will be a 1-year lease from June 1, 2020 and, terminate on May 31, 2021. The annual amount is set at \$9,850.00.

I approve of this resolution and recommend its adoption.

**RESOLUTION NO. 58-2020**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING  
OMAK MUNICIPAL AIRPORT-LAND LEASE WITH  
THE COLVILLE CONFEDERATED TRIBES/BIA FIRE MANAGEMENT**

**WHEREAS**, the City of Omak and the Colville Confederated Tribes, BIA Fire Management have negotiated a new land-use agreement; and

**WHEREAS**, the City of Omak has provided an agreement to continue an arrangement for the Land Lease at the Omak Municipal Airport; and

**WHEREAS**, the terms and conditions of the agreement have been reviewed and determined to be acceptable by the City Attorney and City Staff.

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Omak, Washington, hereby approves the Omak Municipal Airport-Land Lease between the City of Omak, and the Colville Confederated Tribes/BIA Fire Management; a copy of which is attached hereto as Exhibit "A". The Mayor is hereby authorized and directed to execute the same for and on behalf of the City,

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

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, Deputy Clerk

**APPROVED AS TO FORM:**

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



# EXHIBIT A

## OMAK MUNICIPAL AIRPORT-LAND LEASE

This lease is made and entered into between the City of Omak, hereinafter the "Lessor" or "City," and the Colville Confederated Tribes, hereinafter referred to as the "Lessee."

### A. LEASED PREMISES

The Lessor hereby leases to the Lessee a portion of Section 11, Township 34N and Range 26E WM as shown in Exhibit A (map of leased area) attached hereto and incorporated into this lease by reference. The leased areas in Exhibits A shall be referred to as "Premises."

### B. AUTHORIZED USE

1. Use of Premises. Colville Confederated Tribes shall have exclusive use of the premises as an operating base and work center for fire control efforts, air and ground support of contracted aircraft, and other operations in support of other Colville Confederated Tribes fire management activities. Colville Confederated Tribes agrees to comply with the minimum standards for commercial activities for the Omak Airport. Colville Confederated Tribes may allow use of the premises and any improvements made thereto by other state and federal agencies during the term of this lease for the expressed uses described herein.

2. Use of Common Areas. Lessor authorizes Colville Confederated Tribes to access the area referred to as the runway and taxi lane. Colville Confederated Tribes shall not park aircraft in the taxi lane or otherwise to prevent the passage of other aircraft or vehicles. Colville Confederated Tribes will cooperate and coordinate its use of the taxi lane with neighboring airport occupants.

3. Non-Aeronautical Vehicles. "Non-Aeronautical" vehicles are vehicles such as cars, trucks, and watercraft that are not used to service aircraft. Colville Confederated Tribes may park or store non-aeronautical vehicles in designated parking areas only. Parking and storage of non-aeronautical vehicles (cars, trucks, trailers, watercraft, etc.) inside the Air Operations Area "AOA" is prohibited. The AOA includes the ramp, hanger areas, taxi lanes, tie-down areas, the Aircraft Movement Area, and all areas inside the Airport fence. Only service vehicles or vehicles carrying passengers, baggage, and freight to and from the aircraft are temporarily permitted in the ramp area for the sole purpose of servicing, loading, and unloading the aircraft. The speed limit in these areas is ten (10) mph, with aircraft having the right of way.

4. Storage. Storage of aeronautical related equipment will be in designated areas only. Storage for non-aeronautical equipment or structures inside the AOA is prohibited. This area includes the ramp, hanger areas, taxi lanes, tie-down area, the Aircraft Movement Area, and all areas inside the Airport fence. The City shall approve location and placement and/or construction of any permanent or temporary storage facilities.

5. Other Limitations on Use.

a. Without limiting the generality of the foregoing provision and without limiting any other applicable provision, rules or regulations affecting the use of the premises,

## OMAK MUNICIPAL AIRPORT-LAND LEASE

Lessee shall specifically comply with the following provisions: Airport Minimum Business Standards and Airport Rules and Regulations as are presently in effect and may in the future be adopted, or as may otherwise be agreed to by the Lessor and Lessee in writing.

b. Lessee shall provide proof of aircraft registration, Colville Confederated Tribes owned or under contract aircraft, with the State of Washington in accordance with RCW 47.68.250, as the same exists now or may hereafter be amended.

c. The Lessee shall not sublease or assign its rights to the Premises without the expressed written consent of the Lessor except as provided for in this Lease Agreement.

### C. LESSOR'S RESERVATIONS

The City reserves the following rights at the Airport and affecting the Premises:

1. To further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance;
2. To maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard;
3. To take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft; and
4. To temporarily close the Airport or any of the facilities thereon for maintenance, improvement, or for the safety of the public.

The City shall not be obligated to exercise any of the rights reserved above, including undertaking any maintenance or repairs to landing areas, approaches, or publicly owned facilities located at the Airport.

This Lease is subject to the Development Act, 49 U.S.C. 47101, *et seq.*, and Section 308 of the Federal Aviation Act of 1958 as the same exist now or may hereafter be amended.

During the time of war or national emergency, the City shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if such lease is executed, the provisions of this Lease insofar as they are inconsistent with the provisions of the lease to the U.S. Government, shall be modified to be consistent with the provisions of the lease to the U.S. Government and may be fully suspended at the option of the City.



OMAK MUNICIPAL AIRPORT-LAND LEASE

This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for development of the Airport, by the provisions of the Airport Improvement Program, and as the program may be amended, or any other federal act, deed, grant agreement, or program affecting the operation or maintenance of the Airport now or in the future; provided however, that the City shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Lessee in and to the Premises and improvements thereon. Failure of the Lessee or any occupant to comply with the requirements of any existing or future agreement between the City and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Lessee's rights hereunder.

**D. TERM**

This Lease shall be for 1 years starting on June 1<sup>st</sup>, 2020 and terminating on May 31, 2021.

**E. RENT**

Lessee shall pay rent to the Lessor at the following rate: Nine Thousand, Eight Hundred, Fifty Dollars and No Cents\*(\$9,850.00) annually. Lessor shall bill Colville Confederated Tribes at the beginning of each annual period beginning June of 2020. Payment is due within 30 days of receipt.

**Colville Confederated Tribes**  
**Attention: Enid Wippel**  
**PO Box 188**  
**Keller, WA 99140**

**City of Omak**  
**PO BOX 72**  
**Omak, Washington 98841**

This lease is exempt from Leasehold tax.

**F. CANCELLATION**

This agreement shall remain in effect unless terminated by the Lessee 90 days prior to the end of the current annual period.

**G. REAL ESTATE TAXES, ASSESSMENTS, AND INSURANCE**

Lessor shall pay all real estate taxes, all property assessments, and insurance, if any. Unless

OMAK MUNICIPAL AIRPORT-LAND LEASE

otherwise specified herein.

**H. IMPROVEMENTS, MAINTENANCE AND REPAIR, AND RELATED EXPENSES**

1. Structures and Landscaping. Lessee shall be responsible for all maintenance and repairs associated with any tenant improvements made by the Lessee within the leased area and within the buildings placed within the leased area by Lessee or existing currently.
2. Non-Potable Water Service. Lessee shall pay all costs associated with conveying non-potable water from the on-site storage tank. The Lessor shall pay all cost associated with non-potable delivery to the on-site Storage tank and provide for the maintenance and repair of the Fire Truck reloading pump. Water usage is included in Annual lease rates.
3. On-Site Wastewater Disposal System. The Lessee shall provide all needed wastewater facilities and keep them maintained as required.
4. Telephone and Internet Communication Services. Lessee shall pay all costs associated with planning and installing telephone and internet communication services extending to the manufactured buildings or other improvements within the leased area.
5. Electrical- Electricity shall be provided by the Lessor to all existing fixtures and pumps existing at the commencement of this agreement. Any addition to the electrical system must be approved by the Lessor. Any significant electrical overages due to lessee neglect shall be reimbursed to the Lessor.

**I. LAWS**

Lessor and Lessee are responsible for complying with all applicable provisions of Federal, State and Local law.

**J. FIXTURES**

The Lessee shall have the right during the existence of this Lease with the written permission of the Lessor (such permission shall not be unreasonably withheld), to make alterations, attach fixtures, and erect additions, structures or signs, in or within the leased area. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. Any fixtures, additions, or structures so placed in or upon or attached to the premises shall be, and remain the property of, the Lessee and may be removed therefrom by the Lessee upon the termination of this Lease. Any damage caused by the removal of any of the above items shall be repaired by the Lessee. All construction and signage constructed upon or added to the Premises by Lessee shall comply with all applicable provisions of the City of Omak Municipal Code, as the same exists now or may hereafter be amended.



**K. DISASTER**

In the event the buildings within the leased area by Lessee is destroyed or injured by fire, earthquake, or other casualty so as to render the buildings unfit for occupancy, Lessee may elect not to replace the buildings and may terminate this Lease. If Lessee terminates this Lease for this reason, Lessee shall pay all rent due through and including the current annual period.

**L. NO GUARANTEES**

It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Lessee unless endorsed herein in writing. Any amendment or modification of this Lease must be in writing and signed by both Lessor and Lessee.

**M. SUBSTANCES**

Lessor warrants to its knowledge that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept within the leased area as outlined in Exhibit A affixed hereto which if found on the property would subject the owner or user to any damages, penalty, or liability under an applicable local, state or federal law or regulation.

**N. BINDING AUTHORITY**

It is further understood that this lease shall not be binding upon the Lessee unless signed by the Lessee's, Supervisor or his/her designee and approved as to form.

**O. DUTY TO CURE**

Upon receiving notice of a condition requiring a cure "Default", the party obligated to effect the cure shall initiate and complete cure of the Default within a reasonable time. Default includes, without limitation: (1) failure to perform or carryout any obligation under the terms of the Lease such as undertaking, repairing, replacing or maintaining the Premises, improvements or fixtures: (2) "Non-Monetary Default" or the failure to maintain a service or utility account in good standing, and (3) any failure to without limitation to pay rent, charges "Monetary Default."

The term "reasonable time" as used within this paragraph of the Lease shall mean as soon as reasonably possible but no longer than thirty (30) days for any Monetary Default or any non-emergency condition that can be reasonably cured within thirty (30) days. If a Non-Monetary Default cannot be reasonably cured within thirty (30) days then the party required to cure must commence the cure within thirty (30) days and diligently pursue the cure until completion. If an



## OMAK MUNICIPAL AIRPORT-LAND LEASE

emergency condition exists, then the party required to cure shall immediately and promptly begin to cure without delay, usually within hours and complete the cure within twenty-four (24) hours to the extent reasonably possible in light of the nature of the condition and circumstances.

If an emergency or non-emergency condition exists that is not reasonably cured within twenty-four (24) hours or thirty (30) days, respectively, the defaulting party shall so notify the other party within twenty-four (24) hours or thirty (30) days, respectively. Such notice shall explain why the cure is not reasonably possible with due diligence to complete within twenty-four (24) hours (if an emergency) or thirty (30) days (if a non-emergency) and provide the earliest date that the work can be completed as soon as reasonably possible. It is not a justifiable ground for delay that the party obligated to effect the cure does not have available funding to accomplish the cure or that a preferred contractor has limited availability if other contractors can satisfactorily perform the work sooner at reasonable cost.

The term "emergency condition" shall mean a condition requiring a cure that (1) prevents or substantially disrupts the Lessee from using all or a substantial part of the Premises; (2) causes or substantially threatens to cause injury to persons or damage to property or raises a substantial danger to the health or safety of any persons on or using the Premises; and (3) significantly disrupts operation of the Airport.

### **P. SELF HELP**

If the defaulting party does not cure within the time required by this Lease, the non-defaulting party may cure all or part of the default after providing thirty (30) days' notice to the defaulting party the non-defaulting party's intent to cure, and, if applicable, recover the costs incurred in curing the default. If the non-defaulting party is the Lessee, the Lessee may deduct all reasonable costs incurred from rent or other charges owed to Lessor. If the non-defaulting party is the Lessor, Lessor will submit properly executed vouchers and proof of costs incurred to Lessee and Lessee shall remit payment to Lessor within thirty (30) days. A party's costs incurred to cure include, but are not limited to, all reasonable out-of-pocket expenses, payment of unpaid utility or services charges, for which the defaulting party is responsible, and all administrative costs the non-defaulting party reasonably incurs and documents in performing or arranging for performance of the cure.

The non-defaulting party is under no obligation to cure some or all of the default of the breaching party. To the extent that the non-defaulting party does not cure the default, the non-defaulting party may pursue its legal and contractual remedies against the defaulting party. The non-defaulting party's failure to cure the defaulting party's default does not waive the non-defaulting party's rights to relief. Nothing herein removes or lessens either party's obligation to mitigate damages.

If the Lessee elects to cure using self-help in part or whole, the Lessor shall defend, save, and hold harmless the Lessee, its authorized agents and employees, from all claims, actions,

OMAK MUNICIPAL AIRPORT-LAND LEASE

costs, damages or expenses of any nature whatsoever arising out of or in connection with such cure, except where RCW 4.24.115 is applicable and injuries and/or damages are caused by the sole negligence of the Lessee, its agents, or employees. If RCW 4.24.115 is applicable and liability for damages arises out of bodily injury to persons or damages to property and is caused by or results from the concurrent negligence of the Lessee, its agents, or employees, Lessor's liability, including the duty and cost to defend, hereunder shall apply only to the extent of the negligence of Lessor, its agents, or employees.

**Q. DEFAULT LEADING TO TERMINATION**

If either party fails to initiate and complete cure of a condition requiring cure within a reasonable time after receiving notice of such condition, the non-breaching party may terminate this Lease by providing written notice to the defaulting party of the default. If the defaulting party does not complete the cure of the default within sixty (60) days after receiving such written notice initiating termination, the non-defaulting party may at such time, or at a later date if the cure has still not been completed, declare a termination by default by so notifying the defaulting party. Cure of a condition after a valid notice of termination by default is provided shall void a valid notice of termination of the Lease.

If a termination by default is declared or a court so orders, the date of termination shall be determined based on the earliest reasonable date that the Lessee may move and relocate from the premises or as agreed by the parties. The determination shall be made in light of available funding for the move, the date at which suitable replacement premises can be fully available, and the time reasonably needed to plan and complete the move.

**R. MONTH TO MONTH TENANCY**

If Lessee remains in possession of the premises after the expiration of the term, or any extension thereof, such possession by Lessee shall be deemed to be a month-to-month tenancy, terminable as provided by law. During such month-to-month tenancy, Lessee shall pay all rent provided in this Lease and rent shall be adjusted as provided for in this Lease or Lessee shall pay such other rent as the parties mutually agree in writing and all provisions of this Lease shall apply to the month-to-month tenancy, except those pertaining to term and option to extend.

**T. INDEMNIFICATION BY LESSEE**

Lessee shall indemnify, defend and hold harmless Lessor, its employees, the Airport Manager,



## OMAK MUNICIPAL AIRPORT-LAND LEASE

and its employees, and Lessor's elected and appointed officers from and against any and all claims, demands, causes of actions, suits or judgments, including attorneys' fees, costs and expenses arising from Lessee's use and occupation of the Premises and the common areas including the deaths or injuries to persons or for loss of or damage to property. This includes, without limitation, any liability for injury to the person or property of Lessee, its agents, officers, employees, or invitees. Lessee waives its immunity under the Washington Industrial Insurance Act but only to the extent necessary for this indemnification clause. Lessee's duty to indemnify, defend, and hold harmless Lessor shall be valid and enforceable only to the extent of Lessee's sole negligence and Lessee's proportionate share of concurrent negligence.

In the event of any claims made to, or suits filed against Lessor, for which the above indemnity applies, Lessor shall give Lessee prompt written notice thereof and Lessee shall defend or settle the same.

### U. LIENS AND ENCUMBRANCES

Lessee agrees to keep the premises free and clear of any liens or encumbrances. To the extent Lessor is made aware of any liens or encumbrances caused by the actions of Lessee to be placed within the Leased Area, Lessee shall promptly take whatever legal action is necessary to remove any such liens and encumbrances and shall hold harmless and indemnify Lessor from the same.

### V. LAWS, REGULATIONS AND PERMITS

Lessee agrees that the use of the premises, including construction thereon, shall conform at all times to any applicable federal, state, county, municipal laws, statutes, ordinances, or regulations, as existing or hereafter adopted or amended, which may affect the premises or the use thereof.

### W. SEVERABILITY

Nothing in this Lease shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Lease and any statute, law, public regulation, or ordinance, the latter shall prevail, but in such event, the provisions of this Lease affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

### X. ATTORNEYS' FEES

Unless otherwise specifically set forth herein, in the event of any litigation or other action related to interpretation or enforcement of this Lease, each party shall pay its own attorneys' fees and costs in any such action.

### Y. LAW AND VENUE



OMAK MUNICIPAL AIRPORT-LAND LEASE

This Lease shall be interpreted pursuant to the laws of the State of Washington. It is hereby agreed and understood by Lessor and Lessee that the venue for any legal or equitable action arising out of the existence of this Lease shall be in the Okanogan County Superior Court.

**Z. CAPTIONS**

The captions and paragraph headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any paragraph.

**AA. NOTICES**

Wherever in this Lease written notices are to be given or made, they will be sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

**LESSOR:**

City of Omak  
Attention: City Administrator  
PO BOX 72  
Omak, WA 98841

**LESSEE:**

Colville Confederated Tribes  
Attention: Enid T. Wippel  
PO Box 188  
Keller, WA 99140

**BB. ENTIRE AGREEMENT**

This Lease constitutes the entire agreement of the Lessor and Lessee pertaining to Lessee's lease of the premises. No other written or oral statements shall be a part of this Lease unless expressly identified herein. This Lease may only be modified by an agreement in writing signed by Lessor and Lessee.

**CC. COUNTERPARTS**

This Lease may be signed in counterparts, each of which shall be an original but all of which shall constitute one and the same document. Signatures transmitted by facsimile or electronically shall be deemed valid execution of this Lease, binding on the Lessor and Lessee.

APPROVED BY LESSOR:  
CITY OF OMAK

OMAK MUNICIPAL AIRPORT-LAND LEASE

By: \_\_\_\_\_  
Cindy Gagné, Mayor

APPROVED BY LESSEE:  
COLVILLE CONFEDERATED TRIBES/  
BIA Fire Management

By: \_\_\_\_\_  
Francis W. Somday, Executive Director

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Rodney Cawston, Chairman  
Colville Business Council

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



OMAK MUNICIPAL AIRPORT-LAND LEASE





## MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: September 8<sup>th</sup>, 2020

Subject: Resolution No. 59-2020 Supplemental Agreement No. 4, Engh Road-SR 215/US 97 Intersection Improvements.

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The attached Resolution 59-2020, A RESOLUTION APPROVING SUPPLEMENT NO. 4 TO THE CONSULTING AGREEMENT BETWEEN THE CITY OF OMAK AND GRAY & OSBORNE, INC. FOR THE ENGH ROAD/SR215/US 97 INTERSECTION IMPROVEMENTS, is forwarded for your consideration.

This Supplemental Agreement No. 4 scope of work provides for the use of a sub-consultant, Herman Traffic Engineering, Inc., for purposes of the traffic signal revision design for modifications which are necessary due to the proposed widening of Engh Road and Riverside Drive.

The widening will impact a light standard, a push-button post, junction boxes, conduit, wiring, and vehicle detection.

I support this Resolution and request Council approval.

**RESOLUTION NO. 59-2020**

**A RESOLUTION APPROVING SUPPLEMENT NO. 4 TO THE CONSULTING AGREEMENT BETWEEN THE CITY OF OMAK AND GRAY AND OSBORNE INC. FOR THE ENGH ROAD/SR215/US 97 INTERSECTION IMPROVEMENTS**

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

**WHEREAS**, Washington State Department of Transportation has requested a Supplemental Agreement for use of a subconsultant, Herman Traffic Engineering, Inc. for purposes of the traffic signal revision design; and

**WHEREAS**, the attached Supplemental Agreement Number 4, would amend the original executed agreement with Gray & Osborne, Inc. dated August 5, 2015; and

**WHEREAS**, the amended contract amount shall be a no-cost design engineering supplement to the contract.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Omak that Washington State Supplemental Agreement No.4, attached hereto as Exhibit "A, B and C", is approved. The Mayor is authorized to execute said agreement on behalf of the City.

**INTRODUCED AND PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**Washington State  
Department of Transportation**

**Supplemental Agreement**

**Number** 4

Original Agreement Number

Organization and Address

Gray & Osborne, Inc.  
1130 Rainier Avenue S., Suite 300  
Seattle, WA 98144

Phone: (206) 284-0860

Project Number

STPUS-Z924(003)

Execution Date

Completion Date  
12/31/2021

Project Title

Eng Road - SR 215/US 97 Intersection Improvements

New Maximum Amount Payable  
\$ 109,662

Description of Work

This supplemental scope of work provides for use of a subconsultant, Herman Traffic Engineering, Inc. for purposes of the traffic signal revision design.

The Local Agency of City of Omak

desires to supplement the agreement entered in to with Gray & Osborne, Inc.

and executed on 08/05/2015 and identified as Agreement No. \_\_\_\_\_

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

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:

Herman Traffic Engineering, Inc. is authorized to perform Task 5 - Signal Modification and Design.

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Revised Completion Date: December 31, 2021

**III**

Section V, PAYMENT, shall be amended as follows:

The Contract amount shall remain at \$109,662

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Michael B. Johnson, P.E.

By: \_\_\_\_\_

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature



**EXHIBIT A**

**Summary of Payments**

	Basic Agreement	Supplement No. 1	Supplement No. 2	Supplement No. 3	Supplement No. 4	Total
Direct Salary Cost	\$25,082	\$0	\$0	\$0	(\$4,921)	\$20,161
Overhead (Including Payroll Additives)	\$44,144	\$0	\$0	\$0	(\$8,661)	\$35,483
Direct Non-Salary Costs	\$934	\$0	\$0	\$31,977	\$15,058	\$47,969
Fixed Fee	\$7,525	\$0	\$0	\$0	(\$1,476)	\$6,049
<b>Total</b>	<b>\$77,685</b>	<b>\$0</b>	<b>\$0</b>	<b>\$31,977</b>	<b>\$0</b>	<b>\$109,662</b>



**EXHIBIT A**  
**SCOPE OF WORK**  
**HERMAN TRAFFIC ENGINEERING, INC.**

**US 97/SR 20/ENGH ROAD/RIVERSIDE DRIVE INTERSECTION IMPROVEMENTS**  
**CITY OF OMAK**

**I. INTRODUCTION**

The purpose of the following Scope of Work is to provide professional traffic engineering consulting services to prepare PS&E for modifications to existing traffic signal and illumination systems at the US 97/SR 20/Eng h Rd./Riverside Dr. intersection located in the City of Omak. The modifications are necessary due to proposed widening of Eng h Rd. and Riverside Drive. The widening will impact a light standard, a push button post, junction boxes, conduit, wiring and vehicle detection.

HTE will be a subconsultant to Gray & Osborne, Incorporated. The primary tasks included in this Scope of Work are:

- **Project Administration:** General coordination, administration and meetings.
- **Design:** Develop 100% PS&E design for traffic signal and illumination systems modifications.

**II. ASSUMPTIONS**

- G&O will provide acceptable Autocad base maps for HTE's use in designing the traffic systems.
- All project surveying and the general civil engineering design of the intersection grading, paving, drainage, environmental analysis, permitting, utilities, right of way acquisition, temporary traffic control and construction staging will be provided by others. HTE will provide assistance for the right of way acquisition and construction staging tasks, but plan production for these items will be by others.
- WSDOT will provide HTE with boilerplate electrical special provisions which HTE will edit for the purposes of this project.
- All plotting of HTE plan sheets and submittals will be performed by G&O.
- A geotechnical engineer will provide HTE with allowable lateral soil bearing pressure information for each light standard foundation to be installed.
- No traffic data collection or traffic operations analysis is required for this project.
- Construction staging for the channelization and electrical systems construction can be accomplished without a temporary traffic signal. Temporary traffic signal design is not part of this Scope of Work.





- Traffic signal interconnect design is not part of this Scope of Work.
- Intelligent Transportation System (ITS) design such as CCTV is not included in this Scope of Work.
- This Scope of Work does not include construction engineering support services, construction inspection, materials testing or any other post-design services (except bid and award assistance).

### III. SCOPE OF WORK

#### A. Project Administration

1. Coordinate with the project team, City of Omak staff, WSDOT staff and other stakeholders throughout the project.
2. Prepare and submit monthly invoices and progress reports to G&O.

#### B. Traffic Signal and Illumination Systems Design

1. Conduct a field investigation of the subject intersection and vicinity with a WSDOT signal technician.
2. Review Autocad base maps provided by G&O and request additional information as required.
3. Modify the base map to show WSDOT CADD symbology for the electrical systems.
4. Conduct illumination uniformity and lighting level calculations for the subject intersection and its east and west legs using the AGI32 software.
5. Prepare up to two preliminary (approximately 90% complete) traffic signal and illumination plan sheets showing proposed traffic signal phasing and locations of traffic signal and illumination equipment, including controller cabinet, electrical service cabinet, signal standards, light standards, luminaires, signal heads, detection loops, video detection cameras, conduit and junction boxes.
6. Prepare a traffic signal wiring diagram plan sheet.
7. Prepare a traffic signal standard chart plan sheet.
8. Prepare up to two traffic signal detail sheets.
9. Assist G&O in determining right of way needs for the design, if any.



10. Prepare technical special provisions for the traffic signal and illumination systems.
11. Transmit 90% plans and special provisions to G&O for City and WSDOT review.
12. Address comments on the 90% submittal and resubmit the 100% plans and special provisions for final approval.
13. Prepare an opinion of cost for the traffic signal and illumination systems to be used for budgeting and bidding purposes.
14. Assist with the bid and award process.



**EXHIBIT B**  
**WORK HOUR & FEE ESTIMATE**  
**COST PLUS FIXED FEE**  
**HERMAN TRAFFIC ENGINEERING, INC.**

**US 97/SR 20/ENGLH ROAD/RIVERSIDE DRIVE INTERSECTION IMPROVEMENTS**  
**CITY OF OMAK**

**SCOPE OF WORK ITEM**

HOURS  
 Robert M. Herman, P.E., P.T.O.E.

<b>Project Administration</b>				
A.1.	Telephone, Email and Fax Correspondence	8		535.80
A.2.	Monthly Invoices and Progress Reports	4	12	\$44.65 \$
<b>Traffic Signal and Illumination Systems Design</b>				
B.1.	Field Investigation	10		
B.2.	Review CADD Base Maps	2		
B.3.	Modify CADD Base Maps	8		
B.4.	Illumination Calculations	8		
B.5.	90% Traffic Signal Plan Sheets	30		
B.6.	Traffic Signal Wiring Diagram	8		
B.7.	Traffic Signal Standard Detail Chart	8		
B.8.	Signal Detail Plan Sheets	8		
B.9.	Right of Way Needs	2		
B.10.	Technical Special Provisions	12		
B.11.	Transmit 90% Design	2		
B.12.	Address 90% Comments & Transmit 100% Design	16		
B.13.	Opinion of Cost	8		
B.14.	Bid and Award	4	126	\$44.65 \$
	<b>Total Hours</b>	<b>138.0</b>		<b>5,625.90</b>

**Total Direct Salary Cost (DSC) \$ 6,161.70**

**Overhead: OH Rate @ 110% x DSC \$ 6,777.87**

**Fixed Fee: FF Rate @ 30% x DSC \$ 1,848.51**

**Mileage: 470 mi. @ \$0.575 ea. 270.25**

**Total \$ 15,058.33**

EXHIBIT "C"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS

- I. The Subconsultant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - B. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I)(B) of this certification; and
  - D. Have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

*Robert M. Herman*

HERMAN TRAFFIC ENGINEERING, INC.

Date

8/3/20





**Washington State  
Department of Transportation**

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

June 24, 2019

Robert M. Herman, President  
Herman Traffic Engineering, Inc.  
11215 SE 220<sup>th</sup> PL  
Kent, WA 98031-1323

- Re: Herman Traffic Engineering, Inc.  
Safe Harbor Indirect Cost Rate

Dear Mr. Herman:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the "safe harbor" indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We have completed our risk assessment for Herman Traffic Engineering, Inc. We conducted our assessment based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate. You have opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate at this time.

We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Herman Traffic Engineering. The Safe Harbor rate is effective on June 24, 2019.

Herman Traffic Engineering has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 110%, or 80% for field office situations, for agreements entered into prior to June 30, 2021. For agreements entered into after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7003.

Sincerely,

  
Shatzke Harvey, CPA  
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit  
Larry Schofield, MS 47323  
File

CERTIFICATION OF FINAL INDIRECT COSTS - FOR A SAFE HARBOR INDIRECT COST RATE

Firm Name: Heruman Traffic Engineering, Inc.

I, the undersigned, certify that I have reviewed the proposal to establish the Safe Harbor rate.

The firm is electing to use the SAFE HARBOR INDIRECT COST RATE of 110% of direct labor with a field rate, when applicable, of 80% of direct labor. To the best of my knowledge and belief:

- a) The firm has not had a FAR compliant indirect cost rate previously accepted by any other state agency.
- b) The firm will provide reports as required by the SAFE HARBOR RATE program on their progress toward compliance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

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

The firm agrees to follow the "Path to Compliance". Steps noted below:

The Pathway must include:

- A timekeeping system which includes the Internal Controls described in chapter 6 of AASHTO
- An accounting system which separates indirect costs and direct costs
- An accounting system which separates allowable and unallowable cost
- A compliant job cost system which is general ledger driven
- Training for accounting personnel and key management on Part 31 of the Federal Acquisition Regulations, Contract Cost Principles and Procedures
- A strong written internal control policy with a policy and procedures manual

\*Signature: Robert M. Heruman

\*Name of Certifying Official (Print): Robert M. Heruman

\*Title: President

Date of Certification (mm/dd/yyyy): 6/20/19

\*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the agreement.





STATE OF WASHINGTON

OFFICE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES

1110 Capitol Way South, Suite 150 • PO Box 41160 • Olympia, WA 98501  
(360) 664-9750 • Toll free 1-866-208-1064 • Fax (360) 586-7079

April 29, 2020

Herman Traffic Engineering, Inc.  
11215 SE 220th Place  
Kent, WA 98031

Dear Robert Herman,

Congratulations! Your firm has been certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a/an Small Business Enterprise (SBE). Information about your business is published in the OMWBE Directory located at <http://bit.ly/2uu4zH2>.

Certification Number: D2W0026664  
Anniversary Date: April 29, 2023

Please review each of the following:

- Each year before your anniversary date, you must submit an "Affidavit of Continued Eligibility." This form confirms there have been no changes that would affect your firm's ability to remain certified, such as changes in ownership, control, size, management responsibility, scope of work, or personal net worth. OMWBE will send you an email 75 days before your anniversary date.
- You must inform the OMWBE in writing within 30 days of the any of the changes listed above logging into our system at <http://omwbe.wa.gov/certification>. Failure to notify our office of these changes may affect your firm's eligibility for the program.
- This certification shall remain valid unless and until it has been removed in accordance with the procedures set forth in 49 CFR § 26.87.

We are pleased to certify your firm and wish you much success. If you have any questions or need assistance, please contact us at (360) 664-9750.

Sincerely,

Amanda Moore  
Certification Analyst

Your firm is certified in the following areas:

**Business Description:**

Traffic engineering services including: traffic engineering design, traffic signal design, illumination system design, roundabout design, channelization design, pavement marking design, traffic signing design, and traffic operational analyses

**North American Industry Classification System (NAICS) Codes:**  
NAICS 541330: TRAFFIC ENGINEERING CONSULTING SERVICES

You are encouraged to become an active participant on federally assisted projects. This certification permits your company to compete in federal-aid contract work as a DBE-owned and operated company. However, it does not guarantee that you will receive work.

Sign up in the Washington's Electronic Business Solutions (WEBS) if you wish to receive solicitation notices from state agencies, local and tribal governments and non-profit organizations throughout Washington State. If you have any questions about WEBS, please contact the Department of Enterprise Services at 360-902-7400 or [webcustomerservice@des.wa.gov](mailto:webcustomerservice@des.wa.gov).

Learn more about doing business with the state: <http://bit.ly/DoBizWithWA>.