



McCleary City Council Agenda

11/18/2020- 6:30PM

[Web Ex](#)

Join By Phone: +1-408-418-9388

Meeting number (access code): 126 039 0885

Meeting password: HMyYu6gh2J6 (46998644 from phones and video systems)

Flag Salute

Roll Call: ___ Pos. 1-Amsbury, ___ Pos. 2-Huff , ___ Pos. 3- Heller, ___ Pos. 4-Miller ___ Pos. 5- Iversen

Presentation	<input type="checkbox"/>	
Executive Session	<input type="checkbox"/>	
Public Hearing	<input type="checkbox"/>	2021 Final Budget
Mayor Comments	<input type="checkbox"/>	
Public Comment	<input type="checkbox"/>	
Minutes	<input type="checkbox"/>	Tab A 10/28/2020
Approval of Vouchers	<input type="checkbox"/>	Accounts Payable - October 16-31
Staff Reports	<input type="checkbox"/>	Tab B Water/WW, Police, PW, Finance, Building
Old Business	<input type="checkbox"/>	
New Business	<input type="checkbox"/>	Tab C COVID-19 Update & Expenditures
	<input type="checkbox"/>	Tab D Website Design
	<input type="checkbox"/>	Tab E Community Center Roof Bid
	<input type="checkbox"/>	Tab F Community Center Ductless Heat Pump
	<input type="checkbox"/>	Tab G Hearing Examiner RFP Discussion
	<input type="checkbox"/>	Tab H Reservoir Water Main Replacement
	<input type="checkbox"/>	Tab I Trenchless Water Main Installation
	<input type="checkbox"/>	Tab J Aquifer Discussion - Asphalt, Interlocal Agreement, Usage/Access
	<input type="checkbox"/>	
Contracts & Agreements	<input type="checkbox"/>	Tab K Region 2 Target Zero Task Force - Grant Agreement
	<input type="checkbox"/>	
Ordinances	<input type="checkbox"/>	Tab L Truck Ordinance
	<input type="checkbox"/>	Tab M Ord. 859 Tax Levy Amendment
	<input type="checkbox"/>	Tab N 2021 Budget
	<input type="checkbox"/>	
Resolutions	<input type="checkbox"/>	
	<input type="checkbox"/>	
Mayor/Council Comments	<input type="checkbox"/>	
Public Comments	<input type="checkbox"/>	
Adjourn/Recess Meeting	<input type="checkbox"/>	

Please turn off Cell Phones- Thank you

Americans with Disabilities Act (ADA) Accommodation is Provided Upon Request
The City of McCleary is an equal opportunity provider and employer.
La ciudad de McCleary es un proveedor de igualdad de oportunidades y el empleador

TAB - A

CITY OF MCCLEARY
City Council Meeting
Wednesday, October 28, 2020

FLAG SALUTE	Mayor Orffer Called the Council Meeting to order at 6:30 PM.
ROLL CALL	Councilmembers present were Amsbury, Huff, Heller, Miller and Iversen. The meeting was held at the McCleary Community Center.
ABSENT	None.
STAFF PRESENT	Present at the meeting were Clerk-Treasurer Wendy Collins and Director of Public Works Todd Baun with City Attorney Chris Coker and Police Chief Steve Blumer attending via WebEx.
EXECUTIVE SESSION	None.
PUBLIC HEARING	The public hearing on the draft 2021 Budget opened at 6:42 PM. No questions were asked. The public hearing closed at 6:42 pm.
MAYOR'S COMMENTS	<p>The Tour De Wellness was held last weekend, which was hosted by Summit Pacific Hospital, and everything went well.</p> <p>The merchant trick or treating will be held this Friday from 4-6 pm.</p> <p>Mayor Orffer announced Simpson Mill is matching donations up to \$10,000 for the McCleary Historical Society. It is a very generous contribution to the museum.</p>
PUBLIC COMMENT	None.
APPROVAL OF VOUCHERS	<p>Vouchers/Checks approved were 48318 - 48380, including EFT's in the amount of \$254,590.29.</p> <p>It was moved by Councilmember Iversen, seconded by Councilmember Heller to approve the vouchers. Motion Carried 5-0.</p>
MINUTES APPROVED	<p>It was moved by Councilmember Iversen, seconded by Councilmember Huff to approve the minutes from the October 14, 2020 meeting. Motion Carried 5-0.</p>
COVID UPDATE & EXPENDITURES REPORT	<p>The CARES money awarded to McCleary increased from \$54,000 to over \$80,000 and can be used through December 31st. This money is for reimbursements only. The plan is to provide business grants to businesses that qualify. Mayor Orffer stated we talked a little bit about the school situation and how the schools are getting money from the county and they also had access to grants from the federal government so we are not sure if we want to give more money them, depending on where they are at. She would like to have a conversation with them to see what they have received and what the need. They are not currently utilizing the building or classrooms and she knows the money has to be used for covid only. She would like to know if they need more computers and what other things they might need.</p> <p>Councilmember Miller asked what we do if the money we get comes next year. Mayor Orffer said the money is a reimbursement so it would go in the specific fund that made the request. Councilmember Iversen suggested it could be transferred to the equipment funds. Mayor Orffer said many departments had to work as essential workers. Chief Blumer has not officially submitted anything yet but he's working with someone from Camp Murray on what can be covered and John Taylor from Squaxin Tribe has been a big help too. We don't want to submit yet because we don't want to get denied. We want to get as much feedback as we can before we submit anything.</p> <p>Mayor Orffer thanked Wendy and her finance team and said they have done an outstanding job maintaining the accounting for all of this. Chief Blumer took on the Incident Commander role and is doing a great job and is making sure we get as much reimbursement as we can.</p>
STAFF REPORTS	Staff reports were submitted by the finance department, building/code enforcement, light and power, public works and Todd Baun.
CITY ATTORNEY REPORT	Chris Coker is available for questions.

SHI QUOTE

This is a record retention software we discussed prior to covid hitting. We want to get a software in place to digitize our records and have a retention process for record keeping. The software will also notify us when records reach their retention deadline for staff to dispose of. Councilmember Amsbury stated, in her experience, they did not receive help with setting up all of their doc types and they had to set up their own key words. All of that came at an additional cost. She is worried about the cost of additional support. She said we may not be aware we will have to pay for certain support tasks and it may come at a large additional cost. It's hard once you decide to go with a company and then find out all these things you need, come at an additional cost. **It was moved by Councilmember Heller, seconded by Councilmember Iversen to move forward on proposal to open a contract and providing details with Shi. Motion carried 5-0.**

PR & COMMUNICATIONS COMMITTEE

Mayor Orffer asked if anyone knows of anyone who would like to serve on this committee and Councilmember Huff suggested Dave Sisk. Mayor Orffer also mentioned Lisa, who was a candidate who was interested in being on Council. Councilmember Miller spoke with Andrea Dahl and she may also be interested. The idea would be to have the group start meeting in January 2021. Councilmember Amsbury is interested in being on the committee and Councilmember Huff said he would also be willing to be a part of it. The committee could be involved with what is added to the Facebook page and social media. She suggested the committee could also put together a newsletter that would provide another way to get information out to the community.

TEAMSTERS CONTRACT

Mayor Orffer would like to see the city have quarterly conversations between supervisors and their teams on an individual basis. She prefers this methodology. We have a disciplinary process but we need to have an evaluation process that involves creating a conversation to encourage employees and have open dialogue without creating more paper and record keeping. It would be a time to celebrate someone's successes and discuss their goals and to keep in touch quarterly so things don't build up and fester for a year. **It was moved by Councilmember Amsbury, seconded by Councilmember Iversen to accept the Teamsters employee contract and to authorized the Mayor to sign. Motion carried 5-0.**

FRATERNAL ORDER OF POLICE (FOP)
CONTRACT

It was moved by Councilmember Huff, seconded by Councilmember Heller to accept the FOP police contract and to authorized the Mayor to sign. Motion carried 5-0.

2021 DRAFT BUDGET

The Council discussed the draft budget.

SPRINGBROOK EXPRESS ANNUAL
AGREEMENT

It was moved by Councilmember Iversen, seconded by Councilmember Amsbury to authorize the Mayor to sign the Springbrook Express (Formerly BIAS Software) Annual Agreement in the amount of \$25,868.90. Motion carried 5-0.

BPA NETWORK OPERATING AGREEMENT

It was moved by Councilmember Amsbury, seconded by Councilmember Heller to authorize the correction of the Director of Public Works name to change from Nick Bird to Todd Baun. Motion carried 5-0.

It was moved by Councilmember Iversen, seconded by Councilmember Huff to authorize the Mayor to sign the BPA Network Operating Agreement. Motion carried 5-0.

VERIZON PURCHASING AGREEMENT

It was moved by Councilmember Iversen, seconded by Councilmember Huff to authorize the Mayor to sign the Verizon Purchasing Entity Agreement for Wireless, Data, Voice and Accessories. Motion carried 5-0.

ORDINANCE 859 - AD VOLAREM TAX
LEVY

It was moved by Councilmember Heller, seconded by Councilmember Huff to adopt Ordinance 859, AN ORDINANCE RELATING TO THE ESTABLISHMENT OF THE REGULAR TAX LEVY FOR THE YEAR 2021 FOR COLLECTION IN THE YEAR 2022; MAKING FINDINGS; AND RESERVING RIGHTS. Roll call taken in the affirmative. Ordinance adopted 5-0.

TRUCK ORDINANCE

Chris Coker provided updated language in the original ordinance 777, which was previously rescinded. Councilmember Iversen wanted to make sure the council was fine with the changes before moving for adoption. Chris Coker will prepare an updated version of the ordinance for the next meeting for council to adopt.

PUBLIC COMMENT

None.

ADJOURNED MEETING

It was moved by Councilmember Huff, seconded by Councilmember Heller to adjourn the meeting at 8:50 PM. The next meeting will be on November 18, 2020 at 6:30 PM. Motion Carried 5-0.

Mayor Brenda Orffer: _____

Clerk-Treasurer Wendy Collins: _____

TAB - B

To: Mayor and City Council
 From: Josh Cooper
 Date: November 17, 2020
 Re: Building and Planning Department Activity.

New Permit Activities from November 2020

1101 North Summit RD	Building Permit	Total Fee - \$423.50
221 South 5 th St	Building Permit	Total Fee - \$284.50
1517 North 4 th St	Mechanical Permit	Total Fee - \$76.65
Building Department Related Revenues & Valuation	Total fees charged for November	Total fees collected for November
Total Valuation for 2020: \$3,414,800.40	\$784.65	\$784.65

Permit Activity Totals

New Homes Permitted for 2020 14	All Permits Issued for 2020 128	Total Fees Charged for 2020 \$154,238.60
New Homes Permitted for 2019 28	All Permits Issued for 2019 269	Total Fees Charged for 2019 \$378,456.40
New Homes Permitted for 2018 17	All Permits Issued for 2018 57	Total Fees Charged for 2018 \$212,089.41
New Homes Permitted for 2017 11	All Permits Issued for 2017 104	Total Fees Charged for 2017 \$124,686.92

Nuisances for November:

- **503 South 3rd – Active (Due to my absence this month this case is still active but will be sent over to PD. I will be looking into other nuisance issues as this month progresses.)**

City of McCleary

STAFF REPORT



To:	Mayor Orffer and City Councilmembers
From:	Wendy Collins, Clerk-Treasurer
Date:	November 18, 2020
Department:	Finance & Administration

Mayor and City Council,

The Finance Department continues working at full staff and everyone is healthy, with one employee continuing to work from home on Tuesdays and Thursdays.

Since the last meeting:

- Continued working on the 2021 budget.
- Created a new fund for court non revenues/non expenditures, which will eliminate the impact of the pass through accounts.
- Began using the new check scanner for daily deposits and it is working great. It's convenient and checks are deposited daily.
- Loomis armored pick up service has begun. This eliminates safety concerns and time impacts when employees are pulled away from their job to make a bank run.
- Worked with FOP and Teamster's unions to finalize signatures for contracts.
- Completed open enrollment process for employees' benefit changes for 2021.
- Working on a new public record request.
- Continue to follow COVID-19 protocols for PPE and office cleaning.

City Hall offices remain open from 8:00 am to 12:00 noon each day. For business outside of those hours, we are happy to assist by appointment.



McCleary Police Department

Law Total Incident Report, by Nature of Incident

<u>Nature of Incident</u>	<u>Total Incidents</u>
911 Hang-Up Call	1
AGENCY ASSIST	23
NON-INJURY ACCIDENT BLOCKING	3
VEHICLE ACCIDENT WITH INJURIES	2
DETAILS UNKNOWN VEH ACC	2
ANIMAL PROBLEM	4
CITIZEN ASSIST	10
Civil Matter	1
DISABLED VEHICLE	3
DISORDERLY CONDUCT	1
DUI ALCOHOL OR DRUGS	1
DOMESTIC VIOLENCE ACT IN PROGR	1
REPORT OF FRAUD/BLACKMAIL	2
FIRE OR AID RESPONDING TO INC	16
HARASSMENT REPORT	1
ILLEGAL BURN	2
JUVENILE PROBLEM	2
MISSING PERSON	1
MOTORIST ASSIST	2
NOISE PROBLEM OR COMPLAINT	2
OVERDOSE ACCIDENT OR INTENTION	1
COURT ORDER VIOLATION	2
PARKING PROBLEM COMPLAINT	1
POLICE INFORMATION MESSAGE	17
RECKLESS ACT OR DRIVING	4
Recovered Stolen Property	1
Recovered Stolen Vehicle	1
REPORT OF RUNAWAY	1
SEX OFFENSE NO OTHER CAD TYPE	1
SUBJECT STOP	2
SUSPICIOUS CIRCUMSTANCES	3
SUSPICIOUS PERSON	5
SUSPICIOUS VEHICLE	6
TRAFFIC STOP	273
Theft	1
TRAFFIC HAZARD	1
TRESPASS	2
VIO UNIFORM CNTRL SUB ACT	1
CHECK WELFARE	6
WIRE DOWN	1
Warrant Service or Confirm	4

Total reported: 414

City of McCleary
STAFF REPORT



To:	Mayor Orffer and Council Members
From:	Steve Randich
Date:	Nov. 09, 2020
Department:	Public Works

Mayor and Council,

I am happy to report that all personnel within the Public Works department are healthy and practicing safe social distancing at this time.

As it stands, the Public Works Dept is back to full staff practicing social distancing. We have returned to winter hours of 8:00 AM to 4:30 PM. All personnel are aware that priority tasks are currently on an "as needed" basis. Meaning, any job that may come up will be evaluated for personnel required and only the amount required will respond to complete each task.

We have also created a schedule to clean and organize the department. Each day prior to going home we spend 45 minutes disinfecting the city vehicles and any equipment that has been used, along with wiping down all computers and cleaning our office. Currently we are finishing up on the park. Installing picnic tables along with benches this week. Along with our day to day operations.

It is my hope that by taking these precautions we will be able to keep our crew safe and healthy. If you have any questions, comments or concerns please let me know.

Thank you,
Steve

City of McCleary
STAFF REPORT



To:	Mayor Orffer and City Councilmembers
From:	Kevin Trehwella
Date:	11/09/2020
Department:	Water & Wastewater

The operations staff is healthy at the Water & Wastewater Treatment plants. All operations are continuing as normal. We are in compliance with all Department of Ecology and Department of Health regulatory testing and reporting.

I want to share with you an email we got from one of the citizens of McCleary. On Thursday, November 5, we had a call regarding some concerns about water. After speaking with the person on the phone I got together with Steve Randich. Steve got the Public Works crew together and we went out to the citizen's residence. The team worked together to resolve her concerns. Afterwards Jon Ehresmann went by to see if resident had any more concerns. The following is the email we received:

Dear Sirs,

I would like to thank you greatly for your time and attention to my concerns today. I wanted to also close the loop as I'm sure you're curious whether it's the old pipes or something else? Whatever you did on your side appears to have been the needed remedy. Please give Jon my thanks and best regards as well.

Best regards

I have removed the person's name from the letter for privacy.

TAB - C

2020 BUDGET POSITION

City Of McCleary
MCAG #: 0344

Time: 15:50:21 Date: 11/12/2020

Page: 1

001 Current Expense 01/01/2020 To: 12/31/2020

Expenditures	Amt Budgeted	Expenditures	Remaining		
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511 Legislative

511 60 10 119	Legislative - Salaries And Wages	0.00	2,750.00	(2,750.00)	0.0%
511 60 20 119	Legislative - Personnel Benefits	0.00	280.58	(280.58)	0.0%
511 60 31 119	Legislative - Office & Operating Supplies	0.00	471.27	(471.27)	0.0%
511 Legislative		0.00	3,501.85	(3,501.85)	0.0%

513 Executive

513 10 10 119	Executive - Salaries And Wages	0.00	3,300.00	(3,300.00)	0.0%
513 10 20 119	Executive - Personnel Benefits	0.00	339.03	(339.03)	0.0%
513 10 31 119	Executive - Office & Operating Supplies	0.00	549.50	(549.50)	0.0%
513 10 41 119	Executive - Professional Services	0.00	0.00	0.00	0.0%
513 10 42 119	Communications - Executive	0.00	323.28	(323.28)	0.0%
513 Executive		0.00	4,511.81	(4,511.81)	0.0%

514 Administration

514 10 10 119	Finance/Administration Salaries And Wages	0.00	9,487.84	(9,487.84)	0.0%
514 20 20 119	Finance/Admin Personnel Benefits	0.00	12,568.65	(12,568.65)	0.0%
514 20 31 119	Finance/Administration Supplies	0.00	1,441.19	(1,441.19)	0.0%
514 20 41 119	Finance/Admin Professional Services	0.00	2,766.68	(2,766.68)	0.0%
514 20 42 119	Finance/Administration Communications	0.00	4,556.65	(4,556.65)	0.0%
514 20 44 119	Finance/Administration Misc. Dues	0.00	25.00	(25.00)	0.0%
514 20 45 119	Finance/ Administration Rental/Lease Equipment	0.00	2,088.01	(2,088.01)	0.0%
514 20 46 119	Finance/Administration Advertising	0.00	38.33	(38.33)	0.0%
514 Administration		0.00	32,972.35	(32,972.35)	0.0%

515 Legal Services

515 30 41 119	Professional Service - Shredding	0.00	791.60	(791.60)	0.0%
515 Legal Services		0.00	791.60	(791.60)	0.0%

518 Central Services

518 30 41 119	General Government Professional Services/Cleaning	0.00	999.25	(999.25)	0.0%
518 30 42 119	General Government Professional Services	0.00	104.04	(104.04)	0.0%
518 40 31 119	General Government Supplies-general	0.00	153.12	(153.12)	0.0%
518 Central Services		0.00	1,256.41	(1,256.41)	0.0%

521 Law Enforcement

521 20 10 119	Police Benefit Exchange	0.00	14,366.59	(14,366.59)	0.0%
521 20 11 119	Police Salaries & Wages	0.00	153,740.23	(153,740.23)	0.0%
521 20 20 119	Police Personnel Benefits	0.00	55,937.92	(55,937.92)	0.0%
521 20 23 119	Covid LEOFF1 Retirees Benefits	0.00	2,240.45	(2,240.45)	0.0%
521 20 30 119	Police Fuel	0.00	7,663.01	(7,663.01)	0.0%
521 20 31 119	Police Supplies	0.00	1,812.12	(1,812.12)	0.0%
521 20 41 119	Police Professional Services	0.00	1,103.58	(1,103.58)	0.0%
521 20 42 119	Police Communications	0.00	3,568.37	(3,568.37)	0.0%

2020 BUDGET POSITION

City Of McCleary
MCAG #: 0344

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001 Current Expense 01/01/2020 To: 12/31/2020

Expenditures	Amt Budgeted	Expenditures	Remaining	
521 Law Enforcement				
521 20 45 119 Police Rental/Lease Equipment	0.00	818.42	(818.42)	0.0%
521 Law Enforcement	0.00	241,250.69	(241,250.69)	0.0%
522 Fire Control				
522 20 10 119 Fire - Salaries And Wages	0.00	1,853.50	(1,853.50)	0.0%
522 20 20 119 Fire - Personnel Benefits	0.00	43.78	(43.78)	0.0%
522 20 31 119 Fire - Supplies - Operating	0.00	8,530.89	(8,530.89)	0.0%
522 20 32 119 Fire Fuel	0.00	559.35	(559.35)	0.0%
522 20 41 119 Fire - Professional Services	0.00	1,319.17	(1,319.17)	0.0%
522 20 42 119 Fire Communications	0.00	89.39	(89.39)	0.0%
522 20 47 119 Fire Public Utility Serv.(City)	0.00	678.25	(678.25)	0.0%
522 70 10 119 Ambulance - Salaries And Wages	0.00	2,702.32	(2,702.32)	0.0%
522 70 20 119 Ambulance - Personnel Benefits	0.00	1,741.86	(1,741.86)	0.0%
522 70 31 119 Ambulance - Operating Supplies	0.00	19.77	(19.77)	0.0%
522 70 42 119 Ambulance - Communications	0.00	62.82	(62.82)	0.0%
522 70 44 119 Ambulance Advertising	0.00	0.00	0.00	0.0%
522 Fire Control	0.00	17,601.10	(17,601.10)	0.0%
524 Protective Inspections				
524 20 10 119 Building - Salaries And Wages	0.00	1,659.52	(1,659.52)	0.0%
524 20 20 119 Building - Personnel Benefits	0.00	1,070.27	(1,070.27)	0.0%
524 20 31 119 Building - Operating Supplies	0.00	182.63	(182.63)	0.0%
524 20 41 119 Building - Professional Services	0.00	579.60	(579.60)	0.0%
524 20 42 119 Current Expense Communications	0.00	314.51	(314.51)	0.0%
524 20 50 119 Building Dept. Rental/Lease Equipment	0.00	167.76	(167.76)	0.0%
524 Protective Inspections	0.00	3,974.29	(3,974.29)	0.0%
536 Cemetery				
536 20 10 119 Cemetery - Salaries & Wages-Cemetery	0.00	3,842.89	(3,842.89)	0.0%
536 20 20 119 Cemetery - Personnel Benefits-Cemetery	0.00	1,800.02	(1,800.02)	0.0%
536 20 31 119 Cemetery - Operating Supplies	0.00	1,236.11	(1,236.11)	0.0%
536 20 41 119 Cemetery - Professional Services	0.00	878.75	(878.75)	0.0%
536 20 42 119 Cemetery Communications	0.00	0.95	(0.95)	0.0%
536 20 48 119 Cemetery Repair & Maintenance	0.00	86.37	(86.37)	0.0%
536 Cemetery	0.00	7,845.09	(7,845.09)	0.0%
576 Park Facilities				
576 80 10 119 Park Facilities - Salaries & Wages - Park Facilities	0.00	4,513.47	(4,513.47)	0.0%
576 80 20 119 Park Facilities - Personnel Benefits - Park Facilities	0.00	2,032.29	(2,032.29)	0.0%
576 80 31 119 Park Facilities - Operating Supplies	0.00	1,498.41	(1,498.41)	0.0%
576 80 41 119 Park Facilities - Professional Services	0.00	2,231.14	(2,231.14)	0.0%
576 80 42 119 Park Facilities - Communications	0.00	1,204.92	(1,204.92)	0.0%
576 80 47 119 Park Facilities - Utilities Services	0.00	396.53	(396.53)	0.0%
576 80 48 119 Park Facilities Repair & Maintenance	0.00	128.44	(128.44)	0.0%

2020 BUDGET POSITION

City Of McCleary
MCAG #: 0344

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001 Current Expense 01/01/2020 To: 12/31/2020

Expenditures	Amt Budgeted	Expenditures	Remaining	
576 Park Facilities				
576 Park Facilities	0.00	12,005.20	(12,005.20)	0.0%
594 Capital Expenditures				
594 14 64 119 Capital Outlay - Equipment-Admin	0.00	1,680.03	(1,680.03)	0.0%
594 21 62 119 Capital Outlay - Building - Police Remodel	0.00	3,526.55	(3,526.55)	0.0%
594 36 63 119 Cemetery - Capital Outlay Building	0.00	100.23	(100.23)	0.0%
594 76 63 119 Park Facilities - Capital Outlay Building	0.00	100.22	(100.22)	0.0%
594 Capital Expenditures	0.00	5,407.03	(5,407.03)	0.0%
Fund Expenditures:	0.00	331,117.42	(331,117.42)	0.0%
Fund Excess/(Deficit):	0.00	(331,117.42)		

2020 BUDGET POSITION

City Of McCleary
MCAG #: 0344

Time: 15:50:21 Date: 11/12/2020
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102 Street Fund 01/01/2020 To: 12/31/2020

Expenditures	Amt Budgeted	Expenditures	Remaining
542 Streets - Maintenance			
542 30 10 119 Streets - Salaries And Wages	0.00	10,399.84	(10,399.84) 0.0%
542 30 20 119 Streets - Personnel Benefits	0.00	5,791.50	(5,791.50) 0.0%
542 30 31 119 Streets - Supplies	0.00	2,070.54	(2,070.54) 0.0%
542 30 42 119 Streets Communications	0.00	128.89	(128.89) 0.0%
542 30 45 119 Streets Rental/lease Equipment	0.00	277.99	(277.99) 0.0%
542 30 48 119 Streets Repair & Maintenance	0.00	275.55	(275.55) 0.0%
542 31 41 119 Streets - Professional Services	0.00	3,448.96	(3,448.96) 0.0%
542 Streets - Maintenance	0.00	22,393.27	(22,393.27) 0.0%
594 Capital Expenditures			
595 30 62 119 Streets - Capital Outlay Building	0.00	343.66	(343.66) 0.0%
594 Capital Expenditures	0.00	343.66	(343.66) 0.0%
Fund Expenditures:	0.00	22,736.93	(22,736.93) 0.0%
Fund Excess/(Deficit):	0.00	(22,736.93)	

2020 BUDGET POSITION

City Of McCleary
MCAG #: 0344

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401 Light And Power Fund

01/01/2020 To: 12/31/2020

Expenditures	Amt Budgeted	Expenditures	Remaining	
533 Electric & Gas Utilities				
533 80 10 119 Light & Power - Salaries And Wages	0.00	324,731.20	(324,731.20)	0.0%
533 80 20 119 Light & Power - Personnel Benefits	0.00	151,459.24	(151,459.24)	0.0%
533 80 31 119 Light & Power - Operating Supplies	0.00	3,212.59	(3,212.59)	0.0%
533 80 41 119 Light & Power - Professional Services	0.00	8,341.31	(8,341.31)	0.0%
533 80 42 119 Light & Power Communications	0.00	6,769.63	(6,769.63)	0.0%
533 80 44 119 Light & Power Advertising	0.00	0.00	0.00	0.0%
533 80 45 119 Light & Power Rental/lease Equipment	0.00	167.88	(167.88)	0.0%
533 80 48 119 Light & Power - Repair And Maintenance	0.00	1,087.26	(1,087.26)	0.0%
533 Electric & Gas Utilities	0.00	495,769.11	(495,769.11)	0.0%
594 Capital Expenditures				
594 33 64 119 Capital Outla - Equipment L&P	0.00	1,680.03	(1,680.03)	0.0%
594 Capital Expenditures	0.00	1,680.03	(1,680.03)	0.0%
Fund Expenditures:	0.00	497,449.14	(497,449.14)	0.0%
Fund Excess/(Deficit):	0.00	(497,449.14)		

2020 BUDGET POSITION

City Of McCleary
MCAG #: 0344

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405 Water Fund

01/01/2020 To: 12/31/2020

Expenditures	Amt Budgeted	Expenditures	Remaining	
534 Water Utilities				
534 70 10 119 Water - Salaries And Wages	0.00	104,438.76	(104,438.76)	0.0%
534 70 20 119 Water - Personnel Benefits	0.00	56,493.16	(56,493.16)	0.0%
534 70 31 119 Water - Operating-supplies	0.00	10,967.69	(10,967.69)	0.0%
534 70 41 119 Water - Professional Services	0.00	5,620.30	(5,620.30)	0.0%
534 70 42 119 Water Communications	0.00	3,939.46	(3,939.46)	0.0%
534 70 44 119 Water Advertising	0.00	0.00	0.00	0.0%
534 70 45 119 Water Rental/lease Equipment	0.00	167.76	(167.76)	0.0%
534 70 48 119 Water Repair And Maintenance	0.00	12,526.59	(12,526.59)	0.0%
534 70 49 119 Water Miscellaneous Training	0.00	202.38	(202.38)	0.0%
534 Water Utilities	0.00	194,356.10	(194,356.10)	0.0%
594 Capital Expenditures				
594 34 63 119 Water - Capital Outlay Building	0.00	2,291.12	(2,291.12)	0.0%
594 34 64 119 Capital Outlay - Equipment Water	0.00	1,680.05	(1,680.05)	0.0%
594 Capital Expenditures	0.00	3,971.17	(3,971.17)	0.0%
Fund Expenditures:	0.00	198,327.27	(198,327.27)	0.0%
Fund Excess/(Deficit):	0.00	(198,327.27)		

2020 BUDGET POSITION

City Of McCleary
MCAG #: 0344

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407 Sewer Fund 01/01/2020 To: 12/31/2020

Expenditures	Amt Budgeted	Expenditures	Remaining	
535 Sewer				
535 70 10 119 Sewer - Salaries And Wages	0.00	128,398.79	(128,398.79)	0.0%
535 70 20 119 Sewer - Personnel Benefits	0.00	67,647.20	(67,647.20)	0.0%
535 70 31 119 Sewer - Operating Supplies	0.00	35,640.92	(35,640.92)	0.0%
535 70 41 119 Sewer - Professional Services	0.00	15,348.59	(15,348.59)	0.0%
535 70 42 119 Sewer Communications	0.00	7,085.12	(7,085.12)	0.0%
535 70 44 119 Sewer Advertising	0.00	0.00	0.00	0.0%
535 70 45 119 Sewer Rental/lease Equipment	0.00	167.76	(167.76)	0.0%
535 70 48 119 Sewer Repair And Maintenance	0.00	2,694.72	(2,694.72)	0.0%
535 Sewer	0.00	256,983.10	(256,983.10)	0.0%
594 Capital Expenditures				
594 35 63 119 Sewer - Capital Outlay Building	0.00	1,832.90	(1,832.90)	0.0%
594 Capital Expenditures	0.00	1,832.90	(1,832.90)	0.0%
Fund Expenditures:	0.00	258,816.00	(258,816.00)	0.0%
Fund Excess/(Deficit):	0.00	(258,816.00)		

2020 BUDGET POSITION

City Of McCleary
MCAG #: 0344

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409 Storm Water Fund

01/01/2020 To: 12/31/2020

Expenditures	Amt Budgeted	Expenditures	Remaining
531 Natural Resources			
531 70 10 119 Storm Water - Salaries And Wages	0.00	28,501.30	(28,501.30) 0.0%
531 70 20 119 Storm Water - Personnel Benefits	0.00	15,757.10	(15,757.10) 0.0%
531 70 31 119 Storm Water - Operating Supplies	0.00	3,036.63	(3,036.63) 0.0%
531 70 38 119 Storm Water Rental/Lease Equipment	0.00	167.76	(167.76) 0.0%
531 70 41 119 Storm Water - Professional Services	0.00	3,068.60	(3,068.60) 0.0%
531 70 42 119 Stormwater Communications	0.00	330.40	(330.40) 0.0%
531 70 44 119 Stormwater Advertising	0.00	0.00	0.00 0.0%
531 70 48 119 Stormwater Vehicle & Equipment Repair & Maintenance	0.00	849.60	(849.60) 0.0%
531 Natural Resources	0.00	51,711.39	(51,711.39) 0.0%
594 Capital Expenditures			
594 31 62 119 Storm Water - Capital Outlay Building	0.00	1,059.64	(1,059.64) 0.0%
594 Capital Expenditures	0.00	1,059.64	(1,059.64) 0.0%
Fund Expenditures:	0.00	52,771.03	(52,771.03) 0.0%
Fund Excess/(Deficit):	0.00	(52,771.03)	

2020 BUDGET POSITION TOTALS

City Of McCleary
MCAG #: 0344

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Fund	Revenue Budgeted	Received	Expense Budgeted	Spent
001 Current Expense	0.00	0.00	0.0%	331,117.42 0%
102 Street Fund	0.00	0.00	0.0%	22,736.93 0%
401 Light And Power Fund	0.00	0.00	0.0%	497,449.14 0%
405 Water Fund	0.00	0.00	0.0%	198,327.27 0%
407 Sewer Fund	0.00	0.00	0.0%	258,816.00 0%
409 Storm Water Fund	0.00	0.00	0.0%	52,771.03 0%
	0.00	0.00	0.0%	0.00 1,361,217.79 0.0%

TAB - D



Website Redesign, Hosting, and Support

RFP Response
City of McCleary
WEBSITE DESIGN & DEVELOPMENT



Dennis Cimatu

PO Box 2235 Tallahassee, FL 32316
850.692.7034 dennis@municode.com

LETTER OF INTEREST

09/30/2020

Dear Selection Team:

Thank you for the opportunity to present our quote for website redesign, hosting, and support services. It is our goal to deliver an accessible, mobile-friendly web presence that is professional, easy-to-use, and easy-to-maintain.

Municode has developed a portfolio of online services that are tailored for local government agencies. We have worked with cities, towns, villages, counties, and other local government agencies for over sixty-five years continually striving to make your job easier.

Our Municode Web content management system allows your community to find content by providing multiple navigation paths to each page. Our designs reinforce self-service to enable 24x7 online access to your organization's services. We create your website using Drupal, an industry-leading content management system.

Our ongoing Circle of Governance initiative to strengthen democracy includes seamless integrations that connect Municode Web with our suite of online municipal solutions including code of ordinance integration (Municode NEXT) and meeting management integration (Municode Meetings). These integrations include unified search (including PDFs) and cross-links across each platform.

We are thrilled at the opportunity to partner on such an important initiative.

Sincerely,


Brian Gilday
President, Website Division

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- Project Costs17
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COMPANY PROFILE

History, Mission, and Team

With over 65 years of experience, Municode's mission is to connect public sector organizations with their communities. Our solutions promote transparency and efficiency - such as custom website design, meeting and agenda management, online payment portals, the legal codification process, and our robust suite of online legislative search tools.

Municode has been in business for over sixty-five years and partners with more than 4,000 government agencies across all fifty states. Municode is a privately-owned corporation and is financially sound with no debt. Our leadership focuses on improving Municode through investments in its people and its technology. Our culture is conducive to the longevity of our employees; Our clients can establish a long-term partnership with our experienced and stable workforce.

Municode is home to over 230 employees (most of whom enjoy a 10+ year tenure). Our headquarters in Tallahassee, Florida includes four buildings totaling 56,000 square feet. Our West Coast office is in Portland, Oregon. We also have individual team members working in several states across the country.

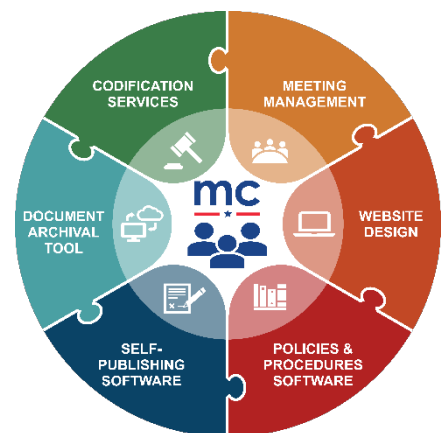


Our Vision: Simple, Seamless Integration

Our vision is to create seamless integration between our service offerings. The goal is to reduce staff workload, while at the same time, increasing the ability for municipalities to connect with their communities.

The following example integration points are either in place today or envisioned in our future strategic roadmap.

- Unified search across all platforms (website, meetings, online codes)
- Auto-publish agendas and minutes from the Meetings platform to the Website
- Ordinance auto-publishing from the Meetings platform to your online code, queued for supplementation, Code of ordinance cross-references to legislative voting history, minutes, and video/audio



Project Team

We have a highly skilled team with a customer service focus.



Jarrod - Project Sponsorship / Project Management / Customer Service

Jarrod has a Bachelor of Science degree in Mathematics and Business Administration from the University of Oregon. Jarrod is the Director of Professional Services and leads all aspects of project development and customer support.



Dave - Project Management / User Experience

Dave has a Bachelor of Arts degree in Communications from California State University. In addition to project and design leadership, Dave will participate in various analytical, site configuration, content migration, and training activities.



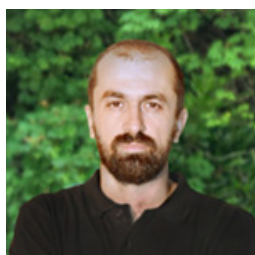
Mary Joy – Project Management / User Experience

Mary Joy has that unique ability to put technical concepts into easy-to-understand terms with clients such as Dunkin Donuts, Gillette, Fidelity, and Osram Sylvania. A Bentley graduate with a Bachelor of Science in CIS, Mary Joy leads our customer support efforts and content migration.



Paul – Development / Systems Architecture / QA

Paul has been working on software systems for years and is a strong member of our team. We will turn to Paul for any custom development work that might be required. In addition, Paul has many years of experience in quality assurance testing, so he will be acting as Municode’s lead tester for the engagement.



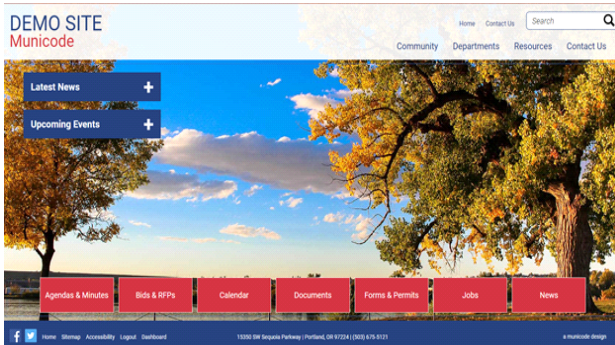
Drago - Graphic Design

Drago's work speaks for itself. He has the unique ability to capture the essence of your branding and communication requirements and transform them to stunning web designs.

REFERENCES AND DESIGN EXAMPLES

Standard Designs

Our standard designs come as part of our base price and are a great option for those who want a professional, mobile friendly design without the added expense of custom graphic design work. You choose from one of our standard layouts and still get to customize the color palette and background photos.



- ★ Same features and systems as custom design.
- ★ Customize your images.
- ★ Your logo.
- ★ Customize the header bar color.
- ★ Customize your menus.
- ★ Customize your quick links.
- ★ Customize your button colors.
- ★ Customize the footer bar color.

Tonasket Washington

<http://www.tonasketcity.org>

Population: 1,032

Alice Attwood

Clerk

509-486-2132

tonasket@nvinet.com



Cusick Washington

<http://www.townofcusick.com>

Population: 207

Kristen Kellberg

Town Assistant

(509) 671-9008, (509) 671-5894

townofcusick@gmail.com



Chiloquin Oregon

<https://www.cityofchiloquin.org>

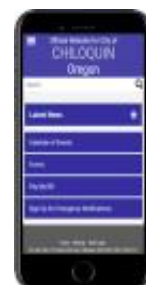
Population: 734

Teresa Foreman

Clerk & City Recorder

(541) 783-2717

chicityhall@gmail.com



Custom Designs

There is a reason why we have loyal customers! It is because we have a great solution, we take care of our customers, and we are committed to working with you for the long haul. When you pick up the phone and call us, we answer! When you email, we respond quickly – usually within 30 minutes. When you need us, we will be there for you. **But don't take our word for it, ask our clients.**

Mercer Island Washington

<http://www.mercerisland.gov>

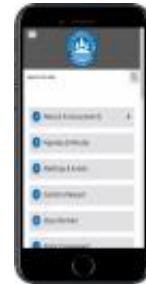
Population: 22,699

Deborah Estrada

City Clerk

206-275-7793

deb.estrada@mercergov.org



Chehalis Washington

<http://ci.chehalis.wa.us>

Population: 7,259

Caryn Foley

City Clerk

360-345-1042 ext 3

cfoley@ci.chehalis.wa.us



Oak Harbor Washington

<http://www.oakharbor.org>

Population: 22,075 Patricia Soule

Finance Director & Info Services

360-279-4538

psoule@oakharbor.org



Corvallis Oregon

<https://www.corvallisoregon.gov>

Population: 54,462

Patrick Rollens

PIO

541-766-6368

Patrick.rollens@corvallisoregon.gov

[NAGW AWARD WINNER]



Port Townsend Washington

<https://cityofpt.us>

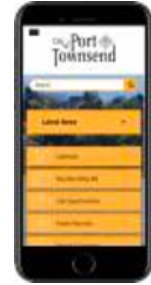
Population: 9,113

Kelly Graves

Executive Assistant /
Communications

360-379-5047

kgraves@cityofpt.us



Yacolt Washington

<http://www.townofyacolt.com>

Population: 1,566

Dawn Salisbury

Town Clerk

360-686-3922

dawn.salisbury@townofyacolt.com



West Sound Utility Water District Washington

<https://www.wsud.us>

Heidi Hill

Secretary

360-874-5005

hhill@wsud.us



Quincy Police Department

<http://www.quincypd.org>

Eric Talbot

Admin Assistant to Chief of Police

509-797-1001

ETalbot@quincypd.org



Lakewood Water District Washington

<http://www.lakewoodwater.org>

Christian Fast

IT Manager

253-588-4423

cfast@lakewoodwater.org

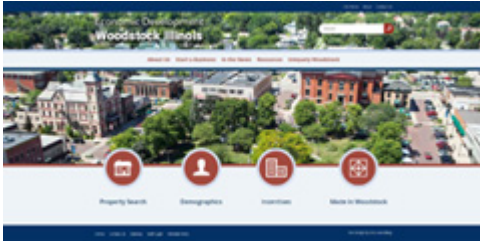


Specialty Sub-Site Graphic Designs

We also offer the option of having graphic designs for sub-sites that require specialized branding. We call these 'specialty sub-sites'. We leverage your main CMS and database, which allows us to offer these sub-sites with the same functionality as your main site yet with a completely different look and feel.

Economic Development

www.choosewoodstock.com
<https://www.fluvannacounty.org/ced>



Parks & Recreation

www.cprdnewberg.org
www.cityofvancouver.us/parksrec



Festivals

www.wintermusicfestival.org



Libraries

www.woodstockpubliclibrary.org



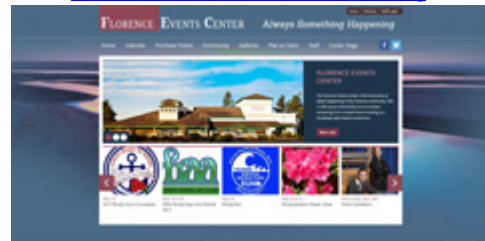
Police and Fire

www.mvfpd.org
www.quincypd.org
www.co.benton.or.us/sheriff



Event Centers / Cultural Centers

www.eventcenter.org
www.woodstockoperahouse.com
www.sherwoodcenterforhearts.org



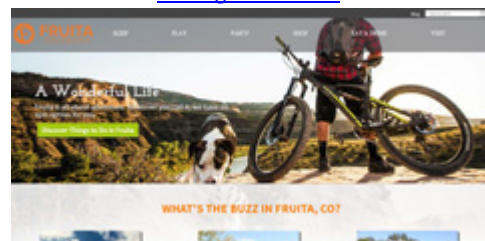
Golf Courses

www.meadowlakesgc.com



Tourism

www.gofruita.com



WEBSITE CONTENT MANAGEMENT SYSTEM (CMS) FEATURES

Municode Web was designed for local governments by experts in local government. It utilizes Drupal, an open source platform, that powers millions of websites and is supported by an active, diverse, and global community. We are the Drupal experts for local government!

Key Project Deliverables

- ★ WEBSITE DESIGN
- ★ CONTENT MIGRATION
- ★ TRAINING
- ★ HOSTING
- ★ SUPPORT

Standard Features

- ⊙ Responsive Mobile Friendly Design
- ⊙ Simple Page Editor
- ⊙ Best-in-Class Search Engine
- ⊙ Social Media Integration
- ⊙ Web Page Categories - create a page once, have it show up in multiple places
- ⊙ Department Micro-sites (sites-within-a-site)
- ⊙ Rotating Banners and Headline Articles
- ⊙ Online Job Postings
- ⊙ Online Bid/RFP Postings
- ⊙ Photo Album Slideshows
- ⊙ Google Maps Integration
- ⊙ Resource/Document Center
- ⊙ Image auto-scaling and resizing
- ⊙ Site Metrics (Google Analytics)
- ⊙ Scheduled Publish On/Off Dates
- ⊙ Unlimited User logins
- ⊙ Unlimited Content
- ⊙ Word-like WYSIWYG Editor
- ⊙ Private Pages – staff view only
- ⊙ Unlimited Online Fillable Forms
- ⊙ Emergency Alerts
- ⊙ Meeting Agendas/Minutes/Videos
- ⊙ Event Calendar
- ⊙ Page Versioning / Audit Trail
- ⊙ Latest News / Press Releases
- ⊙ Anti-spam controls
- ⊙ Email Harvesting Protection
- ⊙ Broken Link Finder
- ⊙ Dynamic Sitemap
- ⊙ Support for Windows, Mac, Linux
- ⊙ Video integration (YouTube, Vimeo, etc.)
- ⊙ Client owns rights to all data
- ⊙ Organization/Staff Directory
- ⊙ Frequently Asked Questions (FAQs)
- ⊙ Ordinances and Resolutions
- ⊙ Share This Button (Facebook/Twitter)
- ⊙ Secure Pages / SSL
- ⊙ Printer Friendly Pages
- ⊙ RSS Feeds Inbound/Outbound

Optional Features/Services

- ⊙ Email Subscriptions / Notifications
- ⊙ Projects Directory
- ⊙ Parks and Trails Directory
- ⊙ Property Directory (Commercial/Industrial)
- ⊙ Business Directory
- ⊙ Facility Reservations
- ⊙ Specialty Sub-site Graphic Designs
- ⊙ Board Management

MEETING AND AGENDA MANAGEMENT (OPTIONAL)

Municode Web includes a standard feature to post meeting agendas and minutes. Many organizations seek the additional features of an agenda management solution such as agenda item approval workflow, auto-generated PDF/Word agendas, live council voting/roll call, and audio/video integration.

Municode Meetings is the easiest-to-use and most modern agenda management system in the industry. It is a 100% cloud-based offering that will greatly reduce the staff time and effort required to create and publish online agendas and minutes.

Key Project Deliverables

- ★ BOARD/COMMITTEE SETUP - configure as many boards as you need - no limit
- ★ MEETING TEMPLATE DESIGN - design one or more meeting templates to your custom specifications
- ★ TRAINING
- ★ WORKFLOW - setup custom agenda item approval workflows
- ★ USERS/ROLES/PERMISSIONS - create and configure unlimited user accounts
- ★ ANNUAL SERVICE - 99.95% up-time guarantee, data backups, disaster recovery
- ★ SUPPORT - 8AM to 8PM Eastern phone and email support; 24x7x365 emergency support

Standard Features

- ⊙ Unlimited Meetings and Agenda Templates
- ⊙ Unlimited Meeting Agenda Templates
- ⊙ Unlimited Users
- ⊙ Create Meetings
- ⊙ Submit/Add Agenda Items
- ⊙ Attach agenda item files
- ⊙ Create Agendas
- ⊙ Create Agenda Packets
- ⊙ Create Meeting Minutes
- ⊙ Approve Items with Approval Workflow
- ⊙ Auto Publishing Agenda, Agenda Packet, Minutes to the web
- ⊙ Self-service YouTube video time stamping
- ⊙ Integration with Swagit Video (coming soon)
- ⊙ Voting/Roll Call
- ⊙ Integration with Municode Web calendar

Service and Support

We will guarantee service uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine questions from staff.

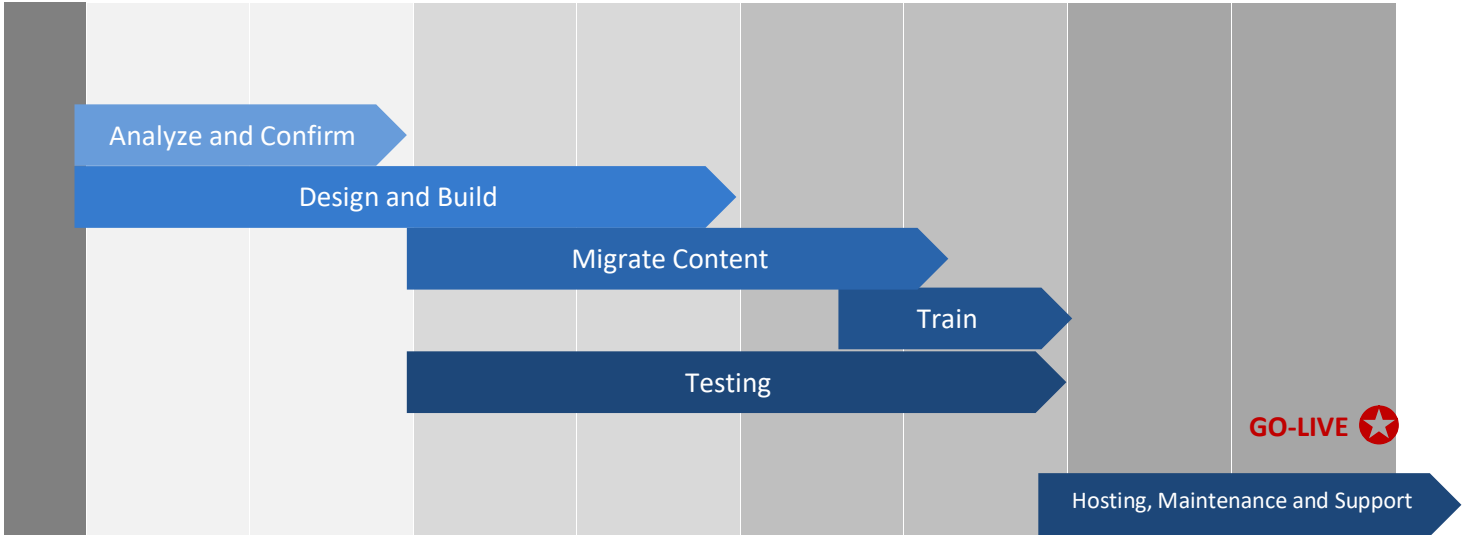
We will perform security upgrades and other optimizations during off-hours, typically between the hours of 12-3AM PST, if such work requires your meetings to be off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Our auto-monitoring software continually monitors performance and instantly alerts us when problems occur. We act as soon as possible and no later than two hours after problems are detected.

PROJECT TIMELINE AND APPROACH

The typical project takes from 3 to 7 months. The high-level timeline below is an approximation. We will finalize the schedule once we meet with you:

Project Timeline Sample



Client Responsibilities

The client's responsibility and the key to a smooth on-time deployment is providing the initial information and approving proofs quickly.

- ☑ The Client will make available to Municode relevant images, photos, logos, colors, and other branding material as well as an inventory of existing applications, websites, and content at the start of this effort. The Client will create new content copy as needed.
- ☑ The Client will assign a single point of contact for Municode to interact with that will be responsible for coordinating the schedules of other project stakeholders.
- ☑ The Client will review any deliverables requiring formal approval within 5 business days and return all comments/issues at or before those 5 days have elapsed.
- ☑ The Client will assign one person who will act as the "ultimate decision maker" in the case where consensus among the team cannot be reached.
- ☑ The Client must agree to applicable terms of services for Google related services such as Google Analytics and Google Maps to access those features. Municode is not responsible for Google's decisions related to discontinuing services or changing current APIs.

Project Phase Descriptions

Phase 1: Analyze and Confirm Requirements	Deliverables
<p>Website Assessment:</p> <p>Municode will complete an analysis of your current website(s) to assess the existing navigation, features/functions, and quality of content.</p>	
<p>Organizational Overview Inventory/Survey:</p> <p>Municode will provide an organizational overview document for you to complete as part of this assessment.</p>	<ul style="list-style-type: none">⦿ Organization Survey
<p>Website Design Meeting:</p> <p>Municode will conduct a design meeting with a client-defined web advisory team. We recommend the advisory team be limited to a maximum of 6 members. This design meeting will allow the website advisory team to provide input regarding the overall design of the new website, including the site branding as well as high-level site navigation. This team will act as the initial review team for website design concepts. In addition, this team will act as the final review team for the website before it is approved for go-live.</p>	<ul style="list-style-type: none">⦿ Website design specification sheet (graphic design and information / navigation design)
Phase 2: Design and Build phase	Deliverables
<p>Design Concept Creation and Approval (Custom Designs):</p> <p>Municode will complete home page design concepts for the Home Page and inner pages. These design concepts will incorporate all the graphical elements as well as the high-level sitemap. You will select a winning concept after going through a series of iterative design revision meetings. We allow for a total of 6 revisions.</p>	<ul style="list-style-type: none">⦿ Design concepts⦿ Finalized design (Sketch, Figma, or Photoshop)
<p>Website Setup, Configure, and Customization:</p> <p>Municode will create a fully functional website that includes the functional elements described in this proposal. As part of the website setup, Municode will finalize any remaining elements to the approved design and navigation.</p>	<ul style="list-style-type: none">⦿ Functional beta website with approved design⦿ Content migration

Phase 3: Migrate Content

Deliverables

Content Finalization and Departmental Acceptance

Municode migrates initial content and your trained staff finalizes prior to go-live. See pricing section for specific number of included pages.

Meeting Agendas and Minutes: Client completes an excel template with information regarding each meeting plus corresponding files. Municode will then auto-import that content. Files must be provided with a standard naming convention to allow for auto parsing of date. (i.e. minutes_061516.pdf, etc.)

Standard Web Pages: A standard web page is defined as a page that contains a title, body text, and up to a total of 5 links, file attachments, or images. If you require migration of more complex pages, we can provide a custom quote.

Directory pages (Staff Directory, Projects, Commercial/Industrial Properties, Business Directory, Ordinances/Resolutions): Client completes manually or may request a custom quote. For custom quotes, client completes an excel template with directory data and Municode auto-imports directory content.

- ⦿ Content creation and migration
- ⦿ Departmental content 'signoff'

Phase 4: Staff Training

Deliverables

Staff Training

Throughout the development and after launch, our customers have access to training, resources and educational opportunities that help them thrive. Our initial training is offered to administrators and content contributors.

- ⦿ On-site (if applicable)
- ⦿ Web teleconference
- ⦿ Videos and User guides

Phase 5: Testing

Deliverables

Municode Functional Testing

Municode will perform a series of tests across multiple browser and operating system versions to confirm site functionality. These tests will confirm proper functionality of all features documented in this proposal.

- ⦿ Completing Testing Checklists

Acceptance Testing

Staff will review the website for completeness. Municode will have completed functional testing and cross-browser compatibility testing.

- ⦿ Site acceptance by client

Go Live ★

Deliverables

Go-Live

We will work with you to make the appropriate 'A' Record DNS entry changes to begin the process of propagating the new production web server IP address.

- ⦿ Accepted Final Live Website

HOSTING, MAINTENANCE, AND CUSTOMER SUPPORT

Hosting

We provide first-class hosting services in a secure data center. We take cyber security seriously. Your website will be secure from multiple perspectives:

□ Data Center

We host your website in a secure data center. The data center is manned 24x7x365. Your website is maintained using firewalls, load balancers, multiple web application servers, and a database server. We apply security updates to the entire web server stack on a regular basis.

✈ Data transmission

We guarantee up to 1 Terabyte of data transfer per month.

🔒 Web CMS software security

We apply security updates to your Drupal-based CMS whenever updates are posted. Your website is built on Drupal software that has the confidence of millions of websites in both the private sector and public sector, including whitehouse.gov, the City of Boston and the City of Los Angeles. Several built-in security mechanisms are in place to prevent cross-site scripting attacks.

🔒 Web transmission security

Your website is secured with SSL to encrypt transmission of data. We SSL-enable every page on your website for maximum security.

🔒 User authentication security

Our solution is configured with granular role-based permissions, and each user is required to login with a unique user id and password. We also offer a two-factor authentication option using Google Authenticate if that should be something you are interested in pursuing.

□ Data Backup

We back up your data in multiple geographic locations. Backups occur daily, weekly, monthly, and up to 7 years of annual data backups.

🏆 Guaranteed Uptime

Municode guarantee web server uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service

Maintenance and Customer Support

□ 24x7 Customer support:

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine website operation questions from staff.

🔒 Security upgrades:

Municode will apply security upgrades to your solution's core and contributed modules ensuring that your website stays secure. Municode will perform security upgrades and other web server and website optimizations during off-hours, typically between the hours of 9PM-3AM Pacific, if such work requires taking the website off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

♥ Site Monitoring and Site Recovery:

Municode will install auto-monitoring software routines that continually monitor website performance and alert us when problems occur. We will act as soon as possible and no later than two hours after problems are detected.

★ Free feature upgrades:

As we update our base Municode features, you receive those upgrades for FREE.

PROJECT COSTS

Design, Development, and Implementation Phase

\$4,600

- Fully functional Municode CMS with all base features
- Responsive mobile-friendly website with **standard** design
- Content migration; up to 100 pages and 5 years meeting minutes
- Training: web teleconference, video, user guides

Annual Hosting, Maintenance, and Customer Support

\$1,800 / year

- 80GB disk space and up to 1 terabyte data transfer per month
- 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- Email support with one-hour response time during working hours
- Emergency 24x7 support
- Up to 3 hours' webinar refresher trainings per year

Total Year 1 Costs

\$6,400

Select Additional Website Options

<input type="checkbox"/> Custom website design	\$3,500 one-time
<input type="checkbox"/> Email Subscriptions / Notifications	\$600 per year
<input type="checkbox"/> Projects Directory	\$200 per year
<input type="checkbox"/> Parks and Trails Directory	\$200 per year
<input type="checkbox"/> Property Listings (Commercial/Industrial)	\$200 per year
<input type="checkbox"/> Facility Reservations	\$1500 setup + \$900 per year
<input type="checkbox"/> Business Directory	\$750 setup + \$600 per year
<input type="checkbox"/> Microsite color/logo customization	\$500 one-time (per microsite)
<input type="checkbox"/> Specialty sub-site graphic designs	\$3500 + \$600 per year (per design)
<input type="checkbox"/> Site graphic redesign every 4th year	\$600 per year (per design)
<input type="checkbox"/> Additional on-site visits (training, consultation, etc.)	\$1500 day 1, \$1000 per day (days 2+)
<input type="checkbox"/> Custom Feature Development	\$150 per hour or fixed bid quote
<input type="checkbox"/> Meeting and Agenda Management (Municode Meetings)	\$2,400 per year
<input type="checkbox"/> Board Management	\$1,000 per year

PAYMENT SCHEDULE

Year 1

Sign contract	50% of one-time costs
Implement design and features	50% of one-time costs
Conduct training (site moved to production / annual support begins)	annual hosting and support

Notes

- No long-term commitments required. We will earn your trust. You may cancel service at any time.
- Guaranteed pricing. Hosting and Support fees will not increase for first three years.
- Annual hosting and support fees starting year four will increase according to the previous year-ending *Consumer Price Index (CPI) for All Urban Consumers*.
- Payment schedule will be adjusted accordingly based on selected optional features.
- 2, 3, or 4-year interest-free payment plan available upon request

SERVICES AGREEMENT

This agreement (“AGREEMENT”) is entered between McCleary, Washington (“CLIENT”) and Municipal Code Corporation (“CONSULTANT”).

1. Term of AGREEMENT. This AGREEMENT shall commence effective the date signed by the CLIENT. It shall automatically renew annually. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice.

2. Compensation. It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in the section marked “Payment Schedule”. Payment will be made to CONSULTANT within thirty (30) days of the receipt of approved invoices for services rendered.

3. Scope of Services. CONSULTANT’s services under this AGREEMENT shall consist of services as detailed in the attached proposal including appendices (“SERVICES”). SERVICES may be amended or modified upon the mutual written AGREEMENT of the parties.

4. Integration. This AGREEMENT, along with the SERVICES to be performed contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

5. Warranty. CONSULTANT warrants that any services provided hereunder will be performed in a professional and workmanlike manner and the functionality of the services will not be materially decreased during the term.

6. Liability. CONSULTANT’s total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the AGREEMENT and further limited to a maximum amount equal to the fees received by CONSULTANT from CLIENT under this AGREEMENT.

7. Termination. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice. In the event the AGREEMENT is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid service fees (for the period from the date of the termination through to the end of the term). If, however, CONSULTANT has substantially or materially breached the standards and terms of this AGREEMENT, the CLIENT shall have any remedy or right of set-off available at law and equity.

8. Independent Contractor. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this AGREEMENT, all personnel assigned by CONSULTANT to perform services under the terms of this AGREEMENT shall be employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.

9. Confidentiality. (a) Confidential Information. For purposes of this AGREEMENT, the term "Confidential Information" means all information that is not generally known by the public and that: is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this AGREEMENT, and relates directly to the business or assets of CLIENT. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential.

(b) Obligation of Confidentiality. During the term of this AGREEMENT, and always thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than CLIENT, or

otherwise appropriate or copy, any Confidential Information except as required in the performance of its obligations to CLIENT hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT.

10. Assignment. Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of its assets.

11. Cooperative Purchasing. CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.

12. Governing Law. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Washington without resort to any jurisdiction's conflicts of law, rules, or doctrines.

Submitted by:

Municipal Code Corporation

By: *Brian Gilday*

Title: Brian Gilday - President, Website Division

Accepted by:

By: _____

Title: _____

Date: _____

TAB - E

STAFF REPORT

To: Mayor Orffer
From: Todd Baun, Director of Public Works
Date: November 17, 2020
Re: Community Center Roof

We went out to bid to replace our Community Center roof and sent it out to 41 companies that perform roofing work.

We have received a bid to tear off and replace the roof with a new 30 year composition roof that is black in color. This project also includes new gutters and downspouts.

The pricing from the bidders are as follows:

- Black Diamond Roofing, INC. - \$18,338

Due to the contractor's schedule, the contractor will not be able to start on the project until February or March. They will honor the bid as provided. This project will be coming out of the 2021 budget.

Action Requested:

Please award the replacement of the Community Center roof to the lowest bidder, Black Diamond Roofing for a cost of \$18,338 with tax included.

TAB - F

STAFF REPORT

To: Mayor Orffer
From: Todd Baun, Director of Public Works
Date: November 17, 2020
Re: Community Center Roof

We went out to bid to install a Ductless Heat Pump in the Community Center roof and sent it out to companies that perform install work.

We have received a few bid to install the Ductless Heat Pump.

The pricing from the bidders are as follows:

- Air Handlers, INC- \$14,200 tax included
- Bradley Air, LLC- \$10,500 tax included
- Sunset Air, INC- 14,900 plus tax

Action Requested:

Please award the installation of the Community Center roof to the lowest bidder, Bradley Air, LLC for a cost of \$10,500 with tax included.

TAB - G

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Discussion item only.

TAB - H

**PROPOSAL AND CONTRACT
FOR
PROFESSIONAL ENGINEERING SERVICES**

**CITY OF MCCLEARY
WASHINGTON**

NOVEMBER 2020

G&O Job. No. PR202.91

**GRAY & OSBORNE, INC.
CONSULTING ENGINEERS**

**CONTRACT FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS Contract between the CITY OF MCCLEARY, Washington, hereinafter called the "Agency"; and GRAY & OSBORNE, INC., Consulting Engineers, Seattle, Washington, hereinafter called the "Engineer".

WITNESSETH:

WITNESSETH THAT, the Agency now finds that it is in need for the engagement of professional engineering services. The purpose of this Contract is to define the scope of work to be performed, the conditions under which it shall be performed, and method of payment for professional engineering services authorized by the Agency.

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

ARTICLE 1

EMPLOYMENT OF THE ENGINEER

The Agency, acting pursuant to its vested authority, does hereby engage the Engineer and the Engineer agrees to furnish the engineering services as requested by the Agency in connection with the Reservoir Water Main Replacement Project, hereinafter also called the "Project." These services are outlined in this Contract and shall be undertaken upon request by the Agency to the Engineer.

ARTICLE 2

CHARACTER & EXTENT OF ENGINEERING SERVICES

Upon execution of this Contract, and authorization of the Agency to proceed, the Engineer shall provide engineering services more fully described in Exhibit "A."

SPECIAL SERVICES

The Engineer may employ competent professionals to assist in the completion of the work as described as scope of work and budget herein.

The information so secured shall be made available to the Agency and the Engineer for the use and development of the Agency's projects.

ARTICLE 3

SCOPE OF OWNER SERVICES

The AGENCY shall provide or perform the following:

Provide full information as to the Agency's requirements for the Project. Assist the Engineer by placing at his disposal all available information pertinent to the site of the Project, including previous reports, drawings, plats, surveys, utility records, and any other data relative to the Project. Absent specific written direction to the contrary, the Engineer shall be entitled to rely upon the completeness and accuracy of such documentation.

Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

ARTICLE 4

COMPENSATION

It is mutually agreed that the Agency will compensate the Engineer for services furnished based on the cost reimbursement method.

The total cost of these services shall not exceed the amount shown in Exhibits "B-1" and "B-2" without further written authorization by the Agency.

Total compensation is based on the following:

- (a) Cost Ceiling: The total amount of compensation for engineering services as described herein, and as further defined in letters or exhibits to this Contract including profit (fee), out-of-pocket expenses, direct labor costs, direct overhead and indirect overhead shall not exceed the total dollar cost agreed upon, without a formal amendment to this Contract.
- (b) Compensation Determination: Payment for work accomplished is on the basis of the Engineer's fully burdened labor cost plus direct non-salary costs.
 - 1. Fully burdened labor costs are determined by multiplying the hours spent by employees on the project, times the employee's fully burdened billing rate. The fully burdened billing rates are identified on Exhibit "C" and include direct salary cost, overhead, and profit. Overhead includes federal, state, and local taxes; insurance and medical; professional development and education; vacations and holidays; secretarial and clerical work; GIS, CADD,

and computer equipment; owned survey equipment and tools; attendance at non-project-specific public meetings for the purpose of keeping the public informed in regard to infrastructure improvements in the community and how the public will be affected; rent, utilities, and depreciation; office expenses; recruiting; professional services; incentive and retirement; and facilities cost of capital.

2. The direct non-salary costs are those costs directly incurred in fulfilling the terms of this Contract including, but not limited to travel, reproduction, supplies and fees for special professional services of outside consultants. If the Engineer is directed to employ special, professional expertise, the Agency will be billed by the Engineer for the special service invoiced amount plus ten percent (10%) for administrative overhead.

Payment of compensation shall be upon submittal to the Agency of a bill by the Engineer at approximate monthly intervals for services rendered during the preceding time period.

The cost records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the Agency for a period of three (3) years after final payment. In the event any audit or inspection identifies any discrepancy in the financial records, the Engineer shall provide clarification and/or make adjustments accordingly.

ARTICLE 5

ADDITIONAL WORK

If during the performance of this contract, or subsequent to completion of the work under this contract, other or additional services other than those previously specified, including but not limited to additions or revisions by the Agency are ordered in writing by the Agency, the Engineer agrees to provide the services and the Agency agrees to compensate the Engineer under the same method of Compensation Determination described herein, to be determined at the time the additional services are ordered. The Engineer agrees not to proceed with the additional services until such time as the costs for the additional services have been approved by the Agency.

ARTICLE 6

PUBLIC RECORDS REQUESTS

The Engineer shall comply with Agency requests for documents which are the result of public records requests made under the Public Records Act. The Agency hereby acknowledges that gathering, copying and transmitting documents requested in this manner is Additional Work and agrees to compensate the Engineer accordingly.

ARTICLE 7

MAJOR REVISIONS

If, after the design has been approved by the Agency, and the Engineer has proceeded with the final design, and has performed work in processing same and the Agency authorizes new or substantially alters the design, the Agency will pay the Engineer a just and equitable compensation as mutually agreed upon by the Agency and the Engineer, or if an agreement cannot be reached within thirty (30) days, the equitable compensation shall be determined by mediators.

ARTICLE 8

COST ESTIMATE

The Agency is herewith advised that the Engineer has no control over the cost of labor, material, and equipment, including the contractors' and suppliers' methods of producing and delivering such goods and services; or over the methods and styles of competitive bidding or market conditions; and, accordingly, the Engineer's cost estimates are made and furnished on the basis of his experience and qualifications and represent only his best judgment as a design professional and within his familiarity with the construction industry, and, as such, the Engineer cannot and does not warrant, in any other manner or style, the accuracy of the cost estimates, nor that the estimates will or will not vary significantly with bids received by or construction costs realized by the Agency.

ARTICLE 9

FACILITIES TO BE FURNISHED BY THE ENGINEER

The Engineer shall furnish and maintain a central office, work space and equipment suitable and adequate for the prosecution of the work that is normal to the functioning of an established operating engineering practice.

ARTICLE 10

OWNERSHIP OF PLANS

All reports, designs, drawings and specifications prepared by the Engineer, as provided under this Contract shall be and do become the property of the Agency upon payment to the Engineer of his compensation as set forth in this Contract. Reuse of any of the instruments of services of the Engineer by the Agency on extensions of this project or on any other project without the written permission of the Engineer shall be at the Agency's risk and the Agency agrees to defend, indemnify and hold harmless the Engineer from all claims, damages and expenses including attorney's fees arising out of such unauthorized reuse of the Engineer's instruments of service by the Agency or by others acting through the Agency.

ARTICLE 11

SEVERABILITY

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of the applicable law.

ARTICLE 12

MEDIATION

All claims, disputes and other matters in question between Agency and Engineer shall, in the first instance, be subject to mediation. Either party may notify the other, by certified mail, of the existence of a claim or dispute. If such claim or dispute cannot promptly be resolved by the parties, the Engineer shall promptly contact the Judicial Arbitration and Mediation Service, Inc., or any other recognized mediation service agreed to by the parties, to arrange for the engagement and appointment of a mediator for the purpose of assisting the parties to amicably resolve the claim or dispute. The cost of the mediator shall be borne equally by the parties. The Agency and Engineer further agree to cooperate fully with the appointed mediator's attempt to resolve the claim or dispute, and also agree that litigation may not be commenced, by either party, for a period of ninety calendar days following the receipt by the other party of the written notice of claim or dispute. This mediation provision may be asserted by either party as grounds for staying such litigation.

ARTICLE 13

ASSIGNABILITY

The Engineer shall not assign nor transfer any interest in this Contract without the prior written consent of the Agency.

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY

The Engineer agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

The parties hereby incorporate 41 C.F.R. 60-1.4(a)(7); 29 C.F.R. Part 471, Appendix A to Subpart A; 41 C.F.R.60-300.5(a)11; and 41 C.F.R. 60-741.5(a)6; if applicable.

This contractor and subcontractor shall abide by the requirements of 41 C.F.R. 60-300.5(a) and 41 C.F.R. 741.5(a). These regulations prohibit discrimination against qualified protected veterans, and qualified individuals on the basis of disability,

respectively, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities, respectively.

ARTICLE 15

COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fees, excepting bona fide employees. For breach or violation of this warranty, the Agency shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 16

SAFETY

The duty and/or Services furnished hereunder by the Engineer, does not include a review of the adequacy of any contractor's safety measures in, on, or near a project construction site. The contractor alone shall have the responsibility and liability thereof, and shall be insured accordingly. Neither the activities of the Engineer, nor the presence of the Engineer's employees at a site, shall relieve the contractor of their obligations, duties, and responsibilities with any health or safety precaution required to ensure the safety of the jobsite.

ARTICLE 17

INDEMNITY AGREEMENT

The Engineer shall hold the Agency harmless from, and shall indemnify the Agency against, any and all claims, demands, actions or liabilities caused by or occurring by reason of any negligent act or omission of the Engineer, its agents, employees or subcontractors, arising out of or in connection with the performance of this Contract.

In those cases where damages have been caused by the concurrent negligence of the Agency and Engineer, its agents, employees or subcontractors the Engineer shall be required to indemnify the Agency for that portion of the damages caused by the negligence of the Engineer, its agents, employees or subcontractors.

The Engineer has no duty to indemnify the Agency where damages were caused by the negligence of the Agency.

ARTICLE 18

INSURANCE

A. Public Liability

The Engineer shall provide evidence of comprehensive Public Liability and Property Damage Insurance which includes but is not limited to, operations of the Engineer, commercial general liability, and blanket limited contractual liability with limits of not less than:

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury & Property Damage: \$1,000,000 each person
\$1,000,000 each occurrence
\$1,000,000 each aggregate

AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000 each person
\$1,000,000 each occurrence

Property Damage: \$1,000,000 single limit

The Agency shall be named as an additional insured as respects this Contract. In conjunction therewith, the Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

B. Professional Liability

The Engineer shall provide Professional Errors and Omissions Liability Insurance which shall provide coverage for any negligent professional acts, errors or omissions for which the Engineer is legally responsible, with limits of not less than:

PROFESSIONAL ERRORS \$1,000,000 each occurrence
AND

OMISSIONS LIABILITY \$1,000,000 aggregate

The Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

ARTICLE 19

STATUS OF ENGINEER

The Engineer is an independent contractor operating for its own account, and is in no way and to no extent an employee or agent of the Agency. The Engineer shall have the sole judgment of the means, mode or manner of the actual performance of this Contract. The Engineer, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Contract.

ARTICLE 20

CERTIFICATION OF ENGINEER

Attached hereto is Exhibit "D" Certification Regarding Debarment, Suspension and Other Responsibility Matters.

ARTICLE 21

CHOICE OF LAW/JURISDICTION/VENUE

This Contract shall be governed as to validity, interpretation, construction and effect, and in all other respects, by the laws of the State of Washington. Jurisdiction of any suit or action arising out of or in connection with this Contract shall be in the State of Washington, and the venue thereof be in the same County as the Agency.

ARTICLE 22

NOTICES

In every case where, under any of the provisions of this Contract or in the opinion of either the Agency or the Engineer or otherwise, it shall or may become necessary or desirable to make, give, or serve any declaration, demand, or notice of any kind or character or for any purpose whatsoever, the same shall be in writing, and it shall be sufficient to either (1) deliver the same or a copy thereof in person to the Mayor, if given by the Engineer, or to the President or Secretary of the Engineer personally, if given by the Agency; or (2) mail the same or a copy thereof by registered or certified mail, postage prepaid, addressed to the other party at such address as may have theretofore been designated in writing by such party, by notice served in the manner herein provided, and until some other address shall have been so designated, the address of the Agency for the purpose of mailing such notices shall be as follows:

CITY OF MCCLEARY
100 South Third Street
McCleary, Washington 98557

and the address of the Engineer shall be as follows:

GRAY & OSBORNE, INC.
1130 Rainier Avenue South
Suite 300
Seattle, Washington 98144

ARTICLE 23

ATTORNEY'S FEES

The parties agree that in the event a civil action is instituted by either party to enforce any of the terms and conditions of this Contract, or to obtain damages or other redress for any breach hereof, the prevailing party shall be entitled to recover from the other party, in addition to its other remedies, its reasonable attorney's fees in such suit or action and upon any appeal therefrom.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year written below.

ENGINEER: Gray & Osborne, Inc.

AGENCY: City of McCleary

By: 
(Signature)

By: _____
(Signature)

Name/Title: Michael B. Johnson, P.E., President

Name/Title: Brenda Orffer, Mayor
(Print)

Date: 11/2/2020

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT “A”

SCOPE OF WORK

CITY OF MCCLEARY RESERVOIR WATER MAIN REPLACEMENT PROJECT

The City of McCleary (City) would like to have the existing cast iron and wood stave water main between the City reservoirs and Birch Street replaced. This water main was installed in the 1940’s or earlier and is approaching the end of its useful life. This project is included in the Capital Improvement Program of the City’s October 2020 Water System Plan (WSP) as Project D-7. It is anticipated that the project will include the following items:

- Clearing and grubbing of the existing forested pipeline corridor as needed for installation of the new pipeline.
- Installation of approximately 1,160 linear feet of new 12-Inch PVC C900 water main.
- Abandonment of existing 8-Inch cast iron and wood stave water main in place.
- Connections to existing reservoir site piping and to the existing water main near Birch Street.
- Installation of hydrants, gate valves, and other appurtenances.
- Transfer of any existing water services to the new water main.
- Restoration of all areas disturbed by construction.

The City has requested that Gray & Osborne (G&O) provide design and construction management services for the project. G&O proposes the following Tasks to complete this Scope of Work.

Task 1 – Design Engineering for Reservoir Water Main Replacement Project

1. Provide Project Management

Provide project management services during the design of the Reservoir Water Main Replacement Project. This task will include coordinating and managing the schedule and budget for the project team. The City will be provided with budget updates on a monthly basis.

2. Complete Topographic Survey and Identify R/W

Complete a site topographic survey and identify R/W along the proposed water main alignment, to include the forested right-of-way for the existing pipeline (approximately 30 feet in width by 860 feet long). This task includes coordination of utility locates and identification of existing utilities and above ground facilities and features along the project alignment. Trees with a diameter at breast height (DBH) of at least 8 inches will be identified on the survey.

3. Prepare Construction Documents

Prepare construction documents, including plans, specifications, and construction cost estimates, for the project. The plans and specifications are to be suitable for public works bidding. Gray & Osborne will provide the following services to complete this task.

A. Prepare 75 Percent Submittal

Prepare 75 percent plans, specifications, and construction cost estimates for the project. Plans and specifications will be suitable for public works bid. Specifications will be prepared in CSI format. 75 percent plans, specifications, and cost estimates will be submitted to the City for review and comment.

B. Prepare Final Submittal

Prepare final plans, specifications, and construction cost estimates for the project. Plans and specifications will be suitable for public works bid. Specifications will be prepared in CSI format. Final plans, specifications, and cost estimates will be distributed to contractors.

4. QA/QC Review

Provide Quality Assurance/Quality Control review of the deliverables for the project.

5. Bid and Award Support

Provide bid and award services for the project. Services will include:

- Distribution of bid documents to contractors and advertisement of the plans on Gray & Osborne's web-based plan center. A list of planholders will be maintained.
- Response to contractor inquiries and preparation of addenda as necessary.

- Review of bids, preparation of bid tabulation, and preparation of an award recommendation letter.

Task 2 – Construction Management for Reservoir Water Main Replacement Project

G&O proposes to provide the following construction management services to assist the City with completion of the Reservoir Water Main Replacement Project.

1. Construction Contract Administration
 - A. Coordinate and conduct a preconstruction conference to establish administrative procedures for the project. Prepare and distribute minutes of the pre-construction meeting.
 - B. Review and comment on the Contractor's construction schedule. Monitor progress in relation to the schedule. Keep parties advised on the time limits as they relate to the performance schedule.
 - C. Review the Contractor's monthly payment requests and prepare monthly progress estimates.
 - D. Assist the City in obtaining bonds, warranties, and as-built drawings from the Contractor. Prepare a certificate of Completion of Public Works Project.
2. Office Engineering
 - A. Review material submittals for compliance with design intent and conformity with the Contract drawings and specifications.
 - B. Review "Or Equal" products. Review proposals from the Contractor to substitute an "or equal" product for a specified product based on design intent and general conformity to the Contract drawings and specifications.
 - C. Respond to Requests for Information and provide clarification regarding the intent of the plans and specifications. Prepare supplementary sketches as necessary to clarify conditions.
 - D. Evaluate change orders. Estimate the added or reduced cost of changes during construction to be used in negotiation of Contract change orders. Provide engineering design for change orders as directed by the City. Evaluate the impact of change orders on the construction schedule.
 - E. Provide office support for field activities.

3. Field Engineering
 - A. Participate in construction meetings. Participation in three construction meetings is assumed.
 - B. Provide construction inspection. 120 hours of construction inspection will be provided. Onsite presence of the inspector will be coordinated with the City and the Contractor based on the construction schedule.
4. Prepare Record Drawings
 - A. Prepare reproducible record drawings from marked up sets of drawings maintained by the contractor and/or the Engineer. Furnish the City with one set of permanent, reproducible drawings.

Assumptions

1. It is assumed that the City's October 2020 Water System Plan (WSP) will be approved by the Washington State Department of Health (DOH) prior to project bid, so that the project is eligible for a Project Report and Construction Document Submittal Exemption under WAC 246-290-125. If the WSP is not approved prior to project bid, additional coordination with DOH will be required that is not included in this Scope of Work.
2. It is anticipated that the project will be bid using the Small Public Works Roster process, which is suitable for projects with a construction cost of less than \$350,000. This threshold above but close to the currently anticipated construction cost of the project. If the Final Construction Cost Estimate exceeds \$350,000, the project will be bid using standard public bidding procedures.
3. Any required permits for the project will be obtained and paid for by the City. Assistance with permitting for the project is not included in this Scope of Work.

Deliverables

Project deliverables will include the following:

Task 1 – Design Engineering:

1. Three copies of the 75 Percent Plans, Specifications, and Construction Cost Estimate.
2. Three copies of the Final Plans, Specifications, and Construction Cost Estimate.

Task 2 – Construction Management:

1. One reproducible copy of the record drawings.

Anticipated Schedule

The anticipated schedule is as follows:

Notice to Proceed	November 9, 2020
Complete Topographic Survey	December 4, 2020
Complete 75% Plans and Specs	February 5, 2021
Complete Final Plans and Specs	March 5, 2021
Advertise for Bids	March 19, 2021
Begin Construction	May 2021
Submit Record Drawings	July 2021

Budget

Based on the Scope of Work described above, the total estimated cost for engineering services is **\$66,000** as shown in the attached Exhibits “B-1” and “B-2.” A summary of the estimated costs per task is as follows:

Task 1 – Design Engineering	\$32,000
Task 2 – Construction Management	\$34,000

EXHIBIT "B-1"

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of McCleary - Task 1 - Design Engineering for Reservoir Water Main Replacement Project

Tasks	Principal Hours	Project Manager Hours	Civil Eng. Hours	AutoCAD Tech. Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
1 Provide Project Management		4				
2 Complete Topographic Survey and Identify R/W		1	4	10	12	24
3 Prepare Construction Documents						
a. Prepare 75 Percent Submittal		16	40	80		
b. Prepare Final Submittal		4	16	32		
4 QA/QC Review	4	4	4			
5 Bid and Award Support		4	4			
Hour Estimate:	4	33	68	122	12	24
Fully Burdened Billing Rate Range:*	\$138 to \$205	\$125 to \$205	\$93 to \$135	\$50 to \$134	\$118 to \$155	\$171 to \$230
Estimated Fully Burdened Billing Rate:*	\$175	\$140	\$130	\$85	\$150	\$200
Fully Burdened Labor Cost:	\$700	\$4,620	\$8,840	\$10,370	\$1,800	\$4,800

Total Fully Burdened Labor Cost:	\$ 31,130
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ IRS Rate)	\$ 570
Printing	\$ 300
TOTAL ESTIMATED COST:	\$ 32,000

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

EXHIBIT "B-2"

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of McCleary - Task 2 - Construction Management for Reservoir Water Main Replacement Project

Tasks	Project Manager Hours	Civil Eng. Hours	AutoCAD Tech. Hours	Field Inspector Hours
1 Construction Contract Administration	8	40		
2 Office Engineering	8	40		
3 Field Engineering	12	12		120
4 Prepare Precord Drawings	2	8	16	
Hour Estimate:	30	100	16	120
Fully Burdened Billing Rate Range:*	\$125 to \$205	\$93 to \$135	\$50 to \$134	\$118 to \$155
Estimated Fully Burdened Billing Rate:*	\$140	\$130	\$85	\$120
Fully Burdened Labor Cost:	\$4,200	\$13,000	\$1,360	\$14,400

Total Fully Burdened Labor Cost:	\$ 32,960
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ IRS Rate)	\$ 1,020
Printing	\$ 20
TOTAL ESTIMATED COST:	\$ 34,000

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

EXHIBIT “C”

GRAY & OSBORNE, INC.

**PROFESSIONAL ENGINEERING SERVICES CONTRACT
FULLY BURDENED BILLING RATES*
THROUGH JUNE 15, 2021****

<u>Employee Classification</u>	<u>Fully Burdened Billing Rates</u>		
AutoCAD/GIS Technician/Engineering Intern	\$ 50.00	to	\$134.00
Electrical Engineer	\$120.00	to	\$190.00
Structural Engineer	\$110.00	to	\$167.00
Environmental Technician/Specialist	\$ 83.00	to	\$138.00
Engineer-In-Training	\$ 85.00	to	\$135.00
Civil Engineer	\$ 93.00	to	\$135.00
Project Engineer	\$119.00	to	\$148.00
Project Manager	\$125.00	to	\$205.00
Principal-in-Charge	\$138.00	to	\$205.00
Resident Engineer	\$122.00	to	\$167.00
Field Inspector	\$ 92.00	to	\$145.00
Field Survey (2 Person)***	\$171.00	to	\$230.00
Field Survey (3 Person)***	\$270.00	to	\$320.00
Professional Land Surveyor	\$118.00	to	\$155.00
Secretary/Word Processor***	N/A		

* Fully Burdened Billing Rates include overhead and profit.

** Updated annually, together with the overhead.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.57 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

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

EXHIBIT "D"

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

- I. The Engineer, Gray & Osborne, Inc., 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.



Michael B. Johnson, P.E., President
Gray & Osborne, Inc.

11/21/2020

Date

The Agency may confirm the Engineer's suspension or debarment status on General Services Administration Excluded Parties List System website: www.epls.gov.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/2/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Hall & Company 19660 10th Ave NE Poulsbo WA 98370	CONTACT NAME: Allison Barga PHONE (A/C, No, Ext): 360-626-2007 FAX (A/C, No): 360-626-2007 E-MAIL ADDRESS: allison.barga@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Gray & Osborne Inc 1130 Rainier Avenue South, Suite 300 Seattle WA 98144	INSURER A: The Charter Oak Fire Insurance Company NAIC # 25615	
	INSURER B: The Travelers Indemnity Company of Connecticut NAIC # 25682	
	INSURER C: Travelers Property Casualty Company of America NAIC # 25674	
	INSURER D: Travelers Casualty and Surety Company NAIC # 19038	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1980155953

REVISION NUMBER:

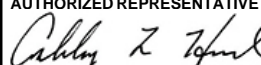
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP/XCU/BFPD <input checked="" type="checkbox"/> Separation Instds GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6808N74449A	9/10/2020	9/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA8P536892	9/10/2020	9/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP8N747012	9/10/2020	9/10/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			6808N74449A	9/10/2020	9/10/2021	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab: Claims Made Pollution Liab: Occurrence Form			105339819	9/10/2020	9/10/2021	\$1,000,000 Per Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Reservoir Water Main Replacement
 The certificate holder is an additional insured per the attached.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF MCCLEARY 100 South Third Street McCleary WA 98557	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

TAB - I

**PROPOSAL AND CONTRACT
FOR
PROFESSIONAL ENGINEERING SERVICES**

**CITY OF MCCLEARY
WASHINGTON**

NOVEMBER 2020

G&O Job. No. PR202.93

**GRAY & OSBORNE, INC.
CONSULTING ENGINEERS**

**CONTRACT FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS Contract between the CITY OF MCCLEARY, Washington, hereinafter called the "Agency"; and GRAY & OSBORNE, INC., Consulting Engineers, Seattle, Washington, hereinafter called the "Engineer".

WITNESSETH:

WITNESSETH THAT, the Agency now finds that it is in need for the engagement of professional engineering services. The purpose of this Contract is to define the scope of work to be performed, the conditions under which it shall be performed, and method of payment for professional engineering services authorized by the Agency.

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

ARTICLE 1

EMPLOYMENT OF THE ENGINEER

The Agency, acting pursuant to its vested authority, does hereby engage the Engineer and the Engineer agrees to furnish the engineering services as requested by the Agency in connection with the Trenchless Water Main Installation Project, hereinafter also called the "Project." These services are outlined in this Contract and shall be undertaken upon request by the Agency to the Engineer.

ARTICLE 2

CHARACTER & EXTENT OF ENGINEERING SERVICES

Upon execution of this Contract, and authorization of the Agency to proceed, the Engineer shall provide engineering services more fully described in Exhibit "A."

SPECIAL SERVICES

The Engineer may employ competent professionals to assist in the completion of the work as described as scope of work and budget herein.

The information so secured shall be made available to the Agency and the Engineer for the use and development of the Agency's projects.

ARTICLE 3

SCOPE OF OWNER SERVICES

The AGENCY shall provide or perform the following:

Provide full information as to the Agency's requirements for the Project. Assist the Engineer by placing at his disposal all available information pertinent to the site of the Project, including previous reports, drawings, plats, surveys, utility records, and any other data relative to the Project. Absent specific written direction to the contrary, the Engineer shall be entitled to rely upon the completeness and accuracy of such documentation.

Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

ARTICLE 4

COMPENSATION

It is mutually agreed that the Agency will compensate the Engineer for services furnished based on the cost reimbursement method.

The total cost of these services shall not exceed the amount shown in Exhibits "B-1" and "B-2" without further written authorization by the Agency.

Total compensation is based on the following:

- (a) Cost Ceiling: The total amount of compensation for engineering services as described herein, and as further defined in letters or exhibits to this Contract including profit (fee), out-of-pocket expenses, direct labor costs, direct overhead and indirect overhead shall not exceed the total dollar cost agreed upon, without a formal amendment to this Contract.
- (b) Compensation Determination: Payment for work accomplished is on the basis of the Engineer's fully burdened labor cost plus direct non-salary costs.
 - 1. Fully burdened labor costs are determined by multiplying the hours spent by employees on the project, times the employee's fully burdened billing rate. The fully burdened billing rates are identified on Exhibit "C" and include direct salary cost, overhead, and profit. Overhead includes federal, state, and local taxes; insurance and medical; professional development and education; vacations and holidays; secretarial and clerical work; GIS, CADD,

and computer equipment; owned survey equipment and tools; attendance at non-project-specific public meetings for the purpose of keeping the public informed in regard to infrastructure improvements in the community and how the public will be affected; rent, utilities, and depreciation; office expenses; recruiting; professional services; incentive and retirement; and facilities cost of capital.

2. The direct non-salary costs are those costs directly incurred in fulfilling the terms of this Contract including, but not limited to travel, reproduction, supplies and fees for special professional services of outside consultants. If the Engineer is directed to employ special, professional expertise, the Agency will be billed by the Engineer for the special service invoiced amount plus ten percent (10%) for administrative overhead.

Payment of compensation shall be upon submittal to the Agency of a bill by the Engineer at approximate monthly intervals for services rendered during the preceding time period.

The cost records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the Agency for a period of three (3) years after final payment. In the event any audit or inspection identifies any discrepancy in the financial records, the Engineer shall provide clarification and/or make adjustments accordingly.

ARTICLE 5

ADDITIONAL WORK

If during the performance of this contract, or subsequent to completion of the work under this contract, other or additional services other than those previously specified, including but not limited to additions or revisions by the Agency are ordered in writing by the Agency, the Engineer agrees to provide the services and the Agency agrees to compensate the Engineer under the same method of Compensation Determination described herein, to be determined at the time the additional services are ordered. The Engineer agrees not to proceed with the additional services until such time as the costs for the additional services have been approved by the Agency.

ARTICLE 6

PUBLIC RECORDS REQUESTS

The Engineer shall comply with Agency requests for documents which are the result of public records requests made under the Public Records Act. The Agency hereby acknowledges that gathering, copying and transmitting documents requested in this manner is Additional Work and agrees to compensate the Engineer accordingly.

ARTICLE 7

MAJOR REVISIONS

If, after the design has been approved by the Agency, and the Engineer has proceeded with the final design, and has performed work in processing same and the Agency authorizes new or substantially alters the design, the Agency will pay the Engineer a just and equitable compensation as mutually agreed upon by the Agency and the Engineer, or if an agreement cannot be reached within thirty (30) days, the equitable compensation shall be determined by mediators.

ARTICLE 8

COST ESTIMATE

The Agency is herewith advised that the Engineer has no control over the cost of labor, material, and equipment, including the contractors' and suppliers' methods of producing and delivering such goods and services; or over the methods and styles of competitive bidding or market conditions; and, accordingly, the Engineer's cost estimates are made and furnished on the basis of his experience and qualifications and represent only his best judgment as a design professional and within his familiarity with the construction industry, and, as such, the Engineer cannot and does not warrant, in any other manner or style, the accuracy of the cost estimates, nor that the estimates will or will not vary significantly with bids received by or construction costs realized by the Agency.

ARTICLE 9

FACILITIES TO BE FURNISHED BY THE ENGINEER

The Engineer shall furnish and maintain a central office, work space and equipment suitable and adequate for the prosecution of the work that is normal to the functioning of an established operating engineering practice.

ARTICLE 10

OWNERSHIP OF PLANS

All reports, designs, drawings and specifications prepared by the Engineer, as provided under this Contract shall be and do become the property of the Agency upon payment to the Engineer of his compensation as set forth in this Contract. Reuse of any of the instruments of services of the Engineer by the Agency on extensions of this project or on any other project without the written permission of the Engineer shall be at the Agency's risk and the Agency agrees to defend, indemnify and hold harmless the Engineer from all claims, damages and expenses including attorney's fees arising out of such unauthorized reuse of the Engineer's instruments of service by the Agency or by others acting through the Agency.

ARTICLE 11

SEVERABILITY

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of the applicable law.

ARTICLE 12

MEDIATION

All claims, disputes and other matters in question between Agency and Engineer shall, in the first instance, be subject to mediation. Either party may notify the other, by certified mail, of the existence of a claim or dispute. If such claim or dispute cannot promptly be resolved by the parties, the Engineer shall promptly contact the Judicial Arbitration and Mediation Service, Inc., or any other recognized mediation service agreed to by the parties, to arrange for the engagement and appointment of a mediator for the purpose of assisting the parties to amicably resolve the claim or dispute. The cost of the mediator shall be borne equally by the parties. The Agency and Engineer further agree to cooperate fully with the appointed mediator's attempt to resolve the claim or dispute, and also agree that litigation may not be commenced, by either party, for a period of ninety calendar days following the receipt by the other party of the written notice of claim or dispute. This mediation provision may be asserted by either party as grounds for staying such litigation.

ARTICLE 13

ASSIGNABILITY

The Engineer shall not assign nor transfer any interest in this Contract without the prior written consent of the Agency.

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY

The Engineer agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

The parties hereby incorporate 41 C.F.R. 60-1.4(a)(7); 29 C.F.R. Part 471, Appendix A to Subpart A; 41 C.F.R.60-300.5(a)11; and 41 C.F.R. 60-741.5(a)6; if applicable.

This contractor and subcontractor shall abide by the requirements of 41 C.F.R. 60-300.5(a) and 41 C.F.R. 741.5(a). These regulations prohibit discrimination against qualified protected veterans, and qualified individuals on the basis of disability,

respectively, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities, respectively.

ARTICLE 15

COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fees, excepting bona fide employees. For breach or violation of this warranty, the Agency shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 16

SAFETY

The duty and/or Services furnished hereunder by the Engineer, does not include a review of the adequacy of any contractor's safety measures in, on, or near a project construction site. The contractor alone shall have the responsibility and liability thereof, and shall be insured accordingly. Neither the activities of the Engineer, nor the presence of the Engineer's employees at a site, shall relieve the contractor of their obligations, duties, and responsibilities with any health or safety precaution required to ensure the safety of the jobsite.

ARTICLE 17

INDEMNITY AGREEMENT

The Engineer shall hold the Agency harmless from, and shall indemnify the Agency against, any and all claims, demands, actions or liabilities caused by or occurring by reason of any negligent act or omission of the Engineer, its agents, employees or subcontractors, arising out of or in connection with the performance of this Contract.

In those cases where damages have been caused by the concurrent negligence of the Agency and Engineer, its agents, employees or subcontractors the Engineer shall be required to indemnify the Agency for that portion of the damages caused by the negligence of the Engineer, its agents, employees or subcontractors.

The Engineer has no duty to indemnify the Agency where damages were caused by the negligence of the Agency.

ARTICLE 18

INSURANCE

A. Public Liability

The Engineer shall provide evidence of comprehensive Public Liability and Property Damage Insurance which includes but is not limited to, operations of the Engineer, commercial general liability, and blanket limited contractual liability with limits of not less than:

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury & Property Damage: \$1,000,000 each person
\$1,000,000 each occurrence
\$1,000,000 each aggregate

AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000 each person
\$1,000,000 each occurrence

Property Damage: \$1,000,000 single limit

The Agency shall be named as an additional insured as respects this Contract. In conjunction therewith, the Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

B. Professional Liability

The Engineer shall provide Professional Errors and Omissions Liability Insurance which shall provide coverage for any negligent professional acts, errors or omissions for which the Engineer is legally responsible, with limits of not less than:

PROFESSIONAL ERRORS \$1,000,000 each occurrence
AND

OMISSIONS LIABILITY \$1,000,000 aggregate

The Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

ARTICLE 19

STATUS OF ENGINEER

The Engineer is an independent contractor operating for its own account, and is in no way and to no extent an employee or agent of the Agency. The Engineer shall have the sole judgment of the means, mode or manner of the actual performance of this Contract. The Engineer, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Contract.

ARTICLE 20

CERTIFICATION OF ENGINEER

Attached hereto is Exhibit "D" Certification Regarding Debarment, Suspension and Other Responsibility Matters.

ARTICLE 21

CHOICE OF LAW/JURISDICTION/VENUE

This Contract shall be governed as to validity, interpretation, construction and effect, and in all other respects, by the laws of the State of Washington. Jurisdiction of any suit or action arising out of or in connection with this Contract shall be in the State of Washington, and the venue thereof be in the same County as the Agency.

ARTICLE 22

NOTICES

In every case where, under any of the provisions of this Contract or in the opinion of either the Agency or the Engineer or otherwise, it shall or may become necessary or desirable to make, give, or serve any declaration, demand, or notice of any kind or character or for any purpose whatsoever, the same shall be in writing, and it shall be sufficient to either (1) deliver the same or a copy thereof in person to the Mayor, if given by the Engineer, or to the President or Secretary of the Engineer personally, if given by the Agency; or (2) mail the same or a copy thereof by registered or certified mail, postage prepaid, addressed to the other party at such address as may have theretofore been designated in writing by such party, by notice served in the manner herein provided, and until some other address shall have been so designated, the address of the Agency for the purpose of mailing such notices shall be as follows:

CITY OF MCCLEARY
100 South Third Street
McCleary, Washington 98557

and the address of the Engineer shall be as follows:

GRAY & OSBORNE, INC.
1130 Rainier Avenue South
Suite 300
Seattle, Washington 98144

ARTICLE 23

ATTORNEY'S FEES

The parties agree that in the event a civil action is instituted by either party to enforce any of the terms and conditions of this Contract, or to obtain damages or other redress for any breach hereof, the prevailing party shall be entitled to recover from the other party, in addition to its other remedies, its reasonable attorney's fees in such suit or action and upon any appeal therefrom.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year written below.

ENGINEER: Gray & Osborne, Inc.

AGENCY: City of McCleary

By: 
(Signature)

By: _____
(Signature)

Name/Title: Michael B. Johnson, P.E., President

Name/Title: Brenda Orffer, Mayor
(Print)

Date: 11/5/2020

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT “A”

SCOPE OF WORK

CITY OF MCCLEARY TRENCHLESS WATER MAIN INSTALLATION PROJECT

The City of McCleary (City) would like to have the existing water mains which cross under the railroad tracks near the City’s Well 2 and the existing water main which crosses under Wildcat Creek replaced. These water mains are approaching the end of their useful lives. This project is included in the Capital Improvement Program of the City’s October 2020 Water System Plan (WSP) as Project D-6B. It is anticipated that the project will include the following items:

- Installation of approximately 360 linear feet of new 8-inch inner diameter HDPE water main under Wildcat Creek by means of Horizontal Directional Drilling (HDD), and open-cut installation of approximately 40 linear feet total of new 8-inch PVC C900 water main on both sides of the crossing to connect to the existing distribution system.
- Installation of approximately 30 linear feet of 8-inch carrier pipe in casing under the railroad tracks to the south of Well 2, and open-cut installation of approximately 30 linear feet total of 8-inch water main on both sides of the crossing to connect to the existing distribution system.
- Installation of approximately 30 linear feet of 8-inch carrier pipe in casing under the railroad tracks to the east of Well 2, and open-cut installation of approximately 70 linear feet total of 12-inch water main on both sides of the crossing to connect to the existing distribution system.
- Installation of valves and appurtenances.
- Restoration of all areas disturbed by construction.

The City has requested that Gray & Osborne (G&O) provide design and construction management services for the project. G&O proposes the following Tasks to complete this Scope of Work.

Task 1 – Design Engineering for Trenchless Water Main Installation Project

1. Provide Project Management

Provide project management services during the design of the Trenchless Water Main Installation Project. This task will include coordinating and managing the schedule and budget for the project team. The City will be provided with budget updates on a monthly basis.

2. Wetland Delineation

With assistance from a subconsultant, mark wetland boundaries adjacent to Wildcat Creek so that the HDD bore pits can be located outside of any wetlands or applicable buffers.

3. Complete Topographic Survey

Complete site topographic survey of the areas in which construction is proposed. This task includes coordination of utility locates and identification of utilities and above ground facilities and features on the project site. Wetland boundaries established as part of Task 2 will also be included in the topographic survey.

4. Prepare Construction Documents

Prepare construction documents, including plans, specifications, and construction cost estimates, for the project. The plans and specifications are to be suitable for public works bidding. Gray & Osborne will provide the following services to complete this task.

A. Prepare 75 Percent Submittal

Prepare 75 percent plans, specifications, and construction cost estimates for the project. Plans and specifications will be suitable for public works bid. Specifications will be prepared in CSI format. 75% plans, specifications, and cost estimates will be submitted to the City for review and comment.

B. Prepare Final Submittal

Prepare final plans, specifications, and construction cost estimates for the project. Plans and specifications will be suitable for public works bid. Specifications will be prepared in CSI format. Final plans, specifications, and cost estimates will be distributed to contractors.

5. Prepare Permit Applications

Coordinate with the applicable permitting agencies and prepare the required permit applications for the project. Permitting is anticipated to include SEPA Checklist, possible Hydraulic Project Approval (HPA), and approval from the railroad owner for the borings under the two railroad spurs. G&O will provide the following services to complete this task:

- Prepare SEPA Checklist for the project.

- Prepare JARPA for the project (if required).
 - Prepare railroad crossings permit.
6. QA/QC Review
- Provide Quality Assurance/Quality Control review of the deliverables for the project.
7. Bid and Award Support
- Provide bid and award services for the project. Services will include:
- Distribution of bid documents to contractors and advertisement of the plans on Gray & Osborne’s web-based plan center. A list of planholders will be maintained.
 - Response to contractor inquiries and preparation of addenda as necessary.
 - Review of bids, preparation of bid tabulation, and preparation of an award recommendation letter.

Task 2 – Construction Management for Trenchless Water Main Installation Project

G&O proposes to provide the following construction management services to assist the City with completion of the Reservoir Water Main Replacement Project.

1. Construction Contract Administration
 - A. Coordinate and conduct a preconstruction conference to establish administrative procedures for the project. Prepare and distribute minutes of the pre-construction meeting.
 - B. Review and comment on the Contractor’s construction schedule. Monitor progress in relation to the schedule. Keep parties advised on the time limits as they relate to the performance schedule.
 - C. Review the Contractor’s monthly payment requests and prepare monthly progress estimates.
 - D. Assist the City in obtaining bonds, warranties, and as-built drawings from the Contractor. Prepare a certificate of Completion of Public Works Project.

2. Office Engineering
 - A. Review material submittals for compliance with design intent and conformity with the Contract drawings and specifications.
 - B. Review “Or Equal” products. Review proposals from the Contractor to substitute an “or equal” product for a specified product based on design intent and general conformity to the Contract drawings and specifications.
 - C. Respond to Requests for Information and provide clarification regarding the intent of the plans and specifications. Prepare supplementary sketches as necessary to clarify conditions.
 - D. Evaluate change orders. Estimate the added or reduced cost of changes during construction to be used in negotiation of Contract change orders. Provide engineering design for change orders as directed by the City. Evaluate the impact of change orders on the construction schedule.
 - E. Provide office support for field activities.
3. Field Engineering
 - A. Participate in construction meetings. Participation in three construction meetings is assumed.
 - B. Provide construction inspection. One hundred and sixty (160) hours of construction inspection will be provided. Onsite presence of the inspector will be coordinated with the City and the Contractor based on the construction schedule.
4. Prepare Record Drawings
 - A. Prepare reproducible record drawings from marked up sets of drawings maintained by the contractor and/or the Engineer. Furnish the City with one set of permanent, reproducible drawings.

Assumptions

1. It is assumed that the City’s October 2020 Water System Plan (WSP) will be approved by the Washington State Department of Health (DOH) prior to project bid, so that the project is eligible for a Project Report and Construction Document Submittal Exemption under WAC 246-290-125. If the WSP is not approved prior to project bid, additional coordination with DOH will be required that is not included in this Scope of Work.
2. It is anticipated that the project will be bid using the Small Public Works Roster process, which is suitable for projects with a construction cost of

less than \$350,000. This threshold above but close to the currently anticipated construction cost of the project. If the Final Construction Cost Estimate exceeds \$350,000, the project will be bid using standard public bidding procedures.

3. All permitting fees will be paid by the City and are not included in this scope of work.
4. It is assumed that the extent and required buffers of wetlands near Wildcat Creek are such that the HDD bore pits can be kept outside of them without unreasonably increasing project costs or the required length of the HDD. If the Wetland Delineation finds this is not the case, additional environmental permitting not included in this scope of work may be required in order to locate the bore pits within the wetlands or wetland buffers.
5. It is assumed that the project will be considered to be exempt from the City's Critical Areas Ordinance (Ordinance No. 853), as per subsection D. on page 5 of the Ordinance.

Deliverables

Project deliverables will include the following:

Task 1 – Design Engineering:

1. Three copies of the 75 Percent Plans, Specifications, and Construction Cost Estimate.
2. Three copies of the Final Plans, Specifications, and Construction Cost Estimate.

Task 2 – Construction Management:

1. One reproducible copy of the record drawings.

Anticipated Schedule

The anticipated schedule is as follows:

Notice to Proceed	November 9, 2020
Complete Topographic Survey	December 4, 2020
Complete 75% Plans and Specs	February 5, 2021
Complete Final Plans and Specs	March 5, 2021
Advertise for Bids	March 19, 2021
Begin Construction	May 2021
Submit Record Drawings	July 2021

Budget

Based on the Scope of Work described above, the total estimated cost for engineering services is **\$74,500** as shown in the attached Exhibits “B-1” and “B-2.” A summary of the estimated costs per task is as follows:

Task 1 – Design Engineering	\$36,000
Task 2 – Construction Management	\$38,500

EXHIBIT "B-1"

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of McCleary - Task 1 - Design Engineering for Reservoir Water Main Replacement Project

Tasks	Principal Hours	Project Manager Hours	Civil Eng. Hours	AutoCAD Tech. Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
1 Provide Project Management		4				
2 Complete Topographic Survey and Identify R/W		1	4	10	12	24
3 Prepare Construction Documents						
a. Prepare 75 Percent Submittal		16	40	80		
b. Prepare Final Submittal		4	16	32		
4 QA/QC Review	4	4	4			
5 Bid and Award Support		4	4			
Hour Estimate:	4	33	68	122	12	24
Fully Burdened Billing Rate Range:*	\$138 to \$205	\$125 to \$205	\$93 to \$135	\$50 to \$134	\$118 to \$155	\$171 to \$230
Estimated Fully Burdened Billing Rate:*	\$175	\$140	\$130	\$85	\$150	\$200
Fully Burdened Labor Cost:	\$700	\$4,620	\$8,840	\$10,370	\$1,800	\$4,800

Total Fully Burdened Labor Cost:	\$ 31,130
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ IRS Rate)	\$ 570
Printing	\$ 300
TOTAL ESTIMATED COST:	\$ 32,000

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

EXHIBIT "B-2"

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of McCleary - Task 2 - Construction Management for Reservoir Water Main Replacement Project

Tasks	Project Manager Hours	Civil Eng. Hours	AutoCAD Tech. Hours	Field Inspector Hours
1 Construction Contract Administration	8	40		
2 Office Engineering	8	40		
3 Field Engineering	12	12		120
4 Prepare Precord Drawings	2	8	16	
Hour Estimate:	30	100	16	120
Fully Burdened Billing Rate Range:*	\$125 to \$205	\$93 to \$135	\$50 to \$134	\$118 to \$155
Estimated Fully Burdened Billing Rate:*	\$140	\$130	\$85	\$120
Fully Burdened Labor Cost:	\$4,200	\$13,000	\$1,360	\$14,400

Total Fully Burdened Labor Cost:	\$ 32,960
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ IRS Rate)	\$ 1,020
Printing	\$ 20
TOTAL ESTIMATED COST:	\$ 34,000

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

EXHIBIT “C”

GRAY & OSBORNE, INC.

**PROFESSIONAL ENGINEERING SERVICES CONTRACT
FULLY BURDENED BILLING RATES*
THROUGH JUNE 15, 2021****

<u>Employee Classification</u>	<u>Fully Burdened Billing Rates</u>		
AutoCAD/GIS Technician/Engineering Intern	\$ 50.00	to	\$134.00
Electrical Engineer	\$120.00	to	\$190.00
Structural Engineer	\$110.00	to	\$167.00
Environmental Technician/Specialist	\$ 83.00	to	\$138.00
Engineer-In-Training	\$ 85.00	to	\$135.00
Civil Engineer	\$ 93.00	to	\$135.00
Project Engineer	\$119.00	to	\$148.00
Project Manager	\$125.00	to	\$205.00
Principal-in-Charge	\$138.00	to	\$205.00
Resident Engineer	\$122.00	to	\$167.00
Field Inspector	\$ 92.00	to	\$145.00
Field Survey (2 Person)***	\$171.00	to	\$230.00
Field Survey (3 Person)***	\$270.00	to	\$320.00
Professional Land Surveyor	\$118.00	to	\$155.00
Secretary/Word Processor***	N/A		

* Fully Burdened Billing Rates include overhead and profit.

** Updated annually, together with the overhead.


All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.57 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

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

EXHIBIT "D"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- I. The Engineer, Gray & Osborne, Inc., 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.



Michael B. Johnson, P.E., President
Gray & Osborne, Inc.

11/15/2020

Date

The Agency may confirm the Engineer's suspension or debarment status on General Services Administration Excluded Parties List System website: www.epls.gov.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/2/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Hall & Company 19660 10th Ave NE Poulsbo WA 98370	CONTACT NAME: Allison Barga PHONE (A/C, No, Ext): 360-626-2007 FAX (A/C, No): 360-626-2007 E-MAIL ADDRESS: allison.barga@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Gray & Osborne Inc 1130 Rainier Avenue South, Suite 300 Seattle WA 98144	INSURER A: The Charter Oak Fire Insurance Company NAIC # 25615	
	INSURER B: The Travelers Indemnity Company of Connecticut NAIC # 25682	
	INSURER C: Travelers Property Casualty Company of America NAIC # 25674	
	INSURER D: Travelers Casualty and Surety Company NAIC # 19038	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1860594681

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP/XCU/BFPD <input checked="" type="checkbox"/> Separation Instds GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6808N74449A	9/10/2020	9/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA8P536892	9/10/2020	9/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP8N747012	9/10/2020	9/10/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			6808N74449A	9/10/2020	9/10/2021	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab: Claims Made Pollution Liab: Occurrence Form			105339819	9/10/2020	9/10/2021	\$1,000,000 Per Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Trenchless Water Main Installation
 The certificate holder is an additional insured per the attached.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF MCCLEARY
 100 South Third Street
 McCleary WA 98557

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

TAB - J

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Discussion item only.

TAB - K

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as “WTSC,” and [REDACTED], hereinafter referred to as “SUB-RECIPIENT.”

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

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) numbers 20.600 and 20.616, for traffic safety grant project **2021-HVE-4059-Region 2 Target Zero Task Force**, specifically to provide funding for the law enforcement agencies in WTSC Region 2 to conduct overtime high-visibility enforcement (HVE) traffic safety emphasis patrols as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant **2021-HVE-4059-Region 2 Target Zero Task Force** was awarded to the **Region 2** to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime expenses incurred as a participant in the region’s HVE grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than October 1, 2020, and remain in effect until September 30, 2021, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

SCOPE OF WORK:

Note: This statement of work applies only to High Visibility Emphasis patrols (HVE) for traffic safety areas which your region has received HVE funding.

GOAL: To prevent traffic crashes to reduce traffic related deaths and serious injuries through increased enforcement.

STRATEGY: Prevent drivers from engaging in high risk behaviors by increasing their perception of the risk of receiving a citation through high visibility enforcement campaigns (HVE). HVE Campaigns influence driver behavior by creating the perception that there is an increased risk of engaging in risky driving behaviors. This perception is achieved through 1) an increase in media messages about upcoming emphasis periods so that the targeted drivers know when the patrols will occur and what will be enforced and 2) during the patrols drivers have the perception of increased enforcement because they can see a significant and noticeable increase in law enforcement presence (officers pulling cars over) that reinforces the media messages they received and influences them to modify their driving behavior.

OBJECTIVES: Research and experience has shown that the strategy is only effective if all partners that engage in HVE adhere to these requirements. The SUB-RECIPIENT agrees to follow all seven of these requirements.

1. Implement the mobilization plan developed by the local traffic safety task force for each HVE event that includes:
 - a. Problem Statement
 - b. Description of enforcement strategy, including expected law enforcement agencies participating in the event, target violation, and target locations so that the HVE has the greatest chance of preventing traffic crashes.
 - c. Public outreach strategy that targets the drivers most likely to contribute to traffic crashes.
 - d. Evaluation plan
2. The event is data driven. This means data (such as traffic crash data) is used to identify the locations where the HVE should occur and drivers with the highest potential of causing traffic crashes.
3. The enforcement is multijurisdictional and uses a saturation approach. This means SUB-RECIPIENT is coordinating its efforts with adjacent law enforcement agencies so that the driving public has the perception of law enforcement omnipresence on the targeted roads. Enforcement is highly visible – clearly more than a typical day. WTSC proposes that no less than three officers work an HVE.
4. Each participating officer will make at least 3 contacts per hour.
5. The public is made aware of the event before, during, and after the enforcement takes place. This means that messages reach all target audiences in the community, regardless of English proficiency, who use the targeted transportation system. The WTSC will conduct statewide public education campaigns during national campaigns, but it is the responsibility of the SUB-RECIPIENT and task force to ensure that all elements of HVE are being met.
6. Local media are highly involved in the effort to reach communities in which HVE will occur.

7. The SUB-RECIPIENT deploys resources to enforce traffic laws in priority areas throughout the year when HVE is not being implemented.

ADDITIONAL REQUIREMENTS FOR ALL HVE EVENTS:

In addition to the seven critical elements, SUB-RECIPIENT agrees to all of the following requirements for all HVE events.

1. To use the WEMS system provided by the WTSC to record all activities conducted by their commissioned officers pursuant to the HVE events. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.
2. All participating staff receive a briefing prior to the event so that every participant understands and can explain all of the items on the briefing list below. This can be done in person (preferred) or electronic via telephone, email, or virtually.
 - Purpose, goals, strategy, and objectives of the specific HVE event with a focus on the targeted locations and driving behaviors
 - List of on-call DREs and request procedures
 - How to fill out their digital activity log in WEMS
 - Information on how the Mobile Impaired Driving Unit will be used (if applicable)
 - Dispatch information
 - All Participating officers
 - Spotter processes (if applicable)
 - Available Draeger machines and locations
3. All officers participating in these patrols are BAC certified and passed the SFST refresher training within the prior three years (this is regardless of ARIDE or DRE Training mentioned below).
4. To utilize all available media platforms it has available (website, email newsletters, social media etc...) to the fullest extent to publicize the HVE events.
5. Make at least one individual available for weekend media contacts, beginning at noon on Fridays before HVE mobilizations.

ADDITIONAL REQUIREMENTS FOR SPECIFIC HVE EVENTS

In addition to the seven critical elements, and the additional requirements of all HVE events, the SUB-RECIPIENT agrees to all of the following requirements for each type of specific HVE in which they will participate.

1. IMPAIRED DRIVING:
 - a. Impaired driving HVE events must begin after 8:00 p.m. and occur between Thursday-Sunday.
 - b. SUB-RECIPIENT will ensure participating officers have made a DUI/DWI arrest within the past twelve months.

- c. SUB-RECIPIENT will participate in national impaired driving HVE events including:
 - i. Holiday DUI Patrols (December 11 – January 2)
 - ii. Drive Sober or Get Pulled Over (August 20 – September 6)
2. DISTRACTED DRIVING
- a. Distracted driving HVE events will be conducted using a team approach with designated spotters.
 - b. SUB-RECIPIENT will participate in national impaired driving HVE events including:
 - i. U Drive. U Text. U Pay. (October 5 – 12)
 - ii. On the Road, Off the Phone (April 1 – 19)
3. MOTORCYCLE SAFETY PATROLS
- a. Patrols will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.
 - b. Patrols will focus on the illegal and unsafe driving actions of all other motor vehicles when relating to motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.
 - c. SUB-RECIPIENT will utilize motorcycle officers in these patrols to the fullest extent possible.
 - d. The SUB-RECIPIENT will engage in multijurisdictional HVE patrols, as part of a regional or national effort, for all or part of the following campaigns:
 - i. It's a Fine Line – July 11 – 27, 2021. Note: Patrols must take place Friday, Saturday, or Sunday during the campaign.
 - ii. Oyster Run Event – Summer 2021 (Region 11 only)
 - iii. ABATE Spring Opener – Summer 2021 (Region 12 only)
 - iv. Ocean Shores Motorcycle Event (formerly Bikers at the Beach) – Summer 2021 (Region 2 only)

OTHER CONSIDERATIONS, EXCEPTIONS, AND NOTES REGARDING HVE EVENTS

At least three contacts per hour requirement explained:

- Participating law enforcement officers should make as many contacts as they can during their OT patrol in the spirit of changing driving behavior.
- They must make a minimum of three self-initiated contacts per hour of enforcement unless they engage in a related enforcement activity that prevents them from doing so – in which case, the contact requirement is waived while the officer is addressing that activity. For example, if an officer stops a vehicle and arrests the driver for DUI, he/she is not required to make three contacts per hour for the time spent processing the DUI.
- Other activities, such as collision investigations or emergency response that are not initiated through emphasis patrol contact WILL NOT be reimbursed.

Impaired Driving HVE events:

- The WTSC encourages participation from officers who have successfully completed Advanced Roadside Impaired Driving Enforcement (ARIDE) or are a certified Drug Recognition Expert.

- Exceptions to any impaired driving HVE requirements must be submitted to the WTSC HVE Program Manager for approval.
- Funding in this category can be expended outside of the campaign periods. However, the funds must only be used for impaired driving enforcement and during another national impaired driving enforcement campaign or other large local event/mobilization. Participation during Holiday DUI Patrols and Drive Sober or Get Pulled Over should be prioritized when scheduling enforcement dates.
- The WTSC encourages law enforcement agencies to use this funding to support the professional growth of officers with limited exposure to impaired driving enforcement. With the approval of the region's TZM and WTSC, officers can participate in mentoring for impaired driving enforcement. Requirements for this use of funds include the following:
 - WTSC approval for impaired driving mentorship is done through the HVE Mobilization Plan. Approval for mentorship must be received prior to the activity date.
 - The training officer must be a Drug Recognition Expert or ARIDE trained. TZMs can submit a request for an officer who doesn't meet these requirements to be a mentor. This request must be detailed on the HVE Mobilization Plan.
 - There must be a review of the SFST procedure prior to the enforcement activity.
 - There is a limit of two times per year that an officer can be a mentee.
 - Funds permitting, it is expected that mentees will participate in at least one impaired driving mobilization after completing mentoring.
 - Each region or county-level task force can set additional requirements for participation in this use of funding.
 - To be eligible for this activity, the task force must have a policy for DUI Mentoring. WTSC will provide a model DUI Mentoring policy if requested.
 - Funding will pay for overtime for the mentor officer and the mentee officer.
- This funding can be used to conduct premises checks (such as the Home Safe Bar Program) in bars and other establishments that sell alcohol. To be used for this purpose, the activity must meet the following requirements:
 - Approval for this activity must be done through the HVE Mobilization Plan. This plan must be received by WTSC at least 2 weeks prior to the activity date. It should include details such as the estimated number of hours and officers who will be participating in this activity. It should also include a plan for what officers will discuss with the establishment (Ex. distributing coasters, HVE dedication materials, mobilization creative, etc.)
 - Each establishment is counted as one contact on the Officer Activity Log.
 - The WA Liquor and Cannabis Board should be notified in advance of this activity to encourage collaboration and support.
- These funds can be used for DUI warrant round-up events. Prior approval is needed for these activities and must include evidence of thorough planning to include a threat matrix on warrant suspects, most current address information obtained through the court or local record management system and current Department of Licensing or booking photos on warrant suspects available.

Distracted Driving HVE Events:

- With the State of Washington's distracted driving law, these patrols will be important to ensure through education and enforcement that drivers understand and are following the new law ([RCW 46.61.672](#)).

- These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Wherever possible these patrols shall occur in areas with the highest number of past distracted driving violations. This approach has shown to best identify distracted driving violations.
- Spotter Requirement Explained: A distracted driving HVE patrol must consist of at least three officers – one spotter and at least two officers responding to violations.
- This funding can be expended outside of the national campaigns, but the funds must only be used for distracted driving HVE enforcement.

Motorcycle Safety HVE Events:

- Patrols must take place Friday, Saturday, or Sunday during the It’s a Fine Line campaign, however the local Traffic Safety Task Force can request to conduct patrols during other days in the week if data shows the need for this. These requests must be sent to the WTSC Program Manager managing the Motorcycle Safety program prior to the enforcement dates.
- During special events, patrols should be scheduled during the dates of the event and could start one day before the official event start date and end one day after the official event end date.

3.1. MILESTONES AND DELIVERABLES

Mobilization

U Drive. U Text. U Pay.

DUI Holiday Patrols

On the Road, Off the Phone

It’s a Fine Line

DUI Drive Sober or Get Pulled Over

Dates

October 5 – 12

December 11 - January 2

April 1 - 19

July 11 - 27

August 20 - September 6

3.2. COMPENSATION

3.2.1. Compensation for the overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance of the overtime work shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region 2 traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.2.2. WTSC will reimburse for personnel overtime expenses at 150 percent of the officer’s normal salary rate plus SUB-RECIPIENT’s contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L & I that is paid by the employer (SUB-RECIPIENT)

- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.2.3. Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the allocation amounts may be increased or decreased without amending this agreement. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication among all involved parties, including the TZM, and the WTSC Fiscal Analyst. This communication shall include an HVE Allocation Adjustment form, which details the funding alterations.

Funds within the same HVE campaign budget category only, can be increased and decreased across parties, so long as the modified total does not exceed the regional total allocation per funding category.

3.2.4. These funds, designated for salaries and benefits, are intended to pay for the hourly overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification.

3.2.5. Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB-RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.2.6. Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.2.7. The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.

3.2.8. The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.3. SUMMARY OF PROJECT COSTS

The WTSC has awarded **\$45,000.00** to the **Region 2 Traffic Safety Task Force** for the purpose of conducting coordinated overtime HVE activities. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime expenses incurred as a participant in this grant. All activity must be coordinated by the region’s traffic safety task force and TSM in order to be eligible for reimbursement.

The funding for **Region 2** is as follows:

EMPHASIS PATROL

Impaired Driving Patrols (Section 402, CFDA 20.600)	\$19,000.00
Distracted Driving Patrols (Section 402, CFDA 20.600)	\$16,000.00
Motorcycle Safety (164 Funds, CFDA 20.608)	\$10,000.00

3.3.1. The funds issued under this Agreement are only to be used for the specified category and shall not be commingled between categories.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the “BILLING PROCEDURE” section. Use of the Officer Activity Log in the WTSC’s online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT’S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings,

oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 34 through 42.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each Party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2021, **must be received by WTSC no later than August 10, 2021**. All invoices for goods received or services performed between July 1, 2021 and September 30, 2021, **must be received by WTSC no later than November 15, 2021**.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for

federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or

subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving them a reasonable opportunity to respond. Each Party will utilize reasonable security procedures

and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held

invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either Party may terminate this Agreement, without cause or reason, with 30 days written notice to the other Party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 23 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 35.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 36.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 36.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 36.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursement regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Target Zero Manager for Region 2 is:	The Contact for WTSC is:
	Susan Jacobson Region 2 Target Zero Manager sbradbury@co.grays-harbor.wa.us 360-964-1707	Manny Gonzalez WTSC Program Manager mgonzalez@wtsc.wa.gov 360-725-9888

42. AUTHORITY TO SIGN

The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligation set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

	WASHINGTON TRAFFIC SAFETY COMMISSION
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Date	_____ Date



Grant Requirements Acknowledgement Form for High Visibility Enforcement (HVE) Mobilizations

WEMS ID: 2021-HVE-4059-Region 2 Target Zero Task Force

Before beginning work on this grant project, the grantee Project Manager should thoroughly read and understand the terms of the Interagency Agreement (IAA). This Grant Requirements Acknowledgement Form provides an explanation of some key terms and highlights but is not comprehensive. If the Project Manager has questions after reviewing this document, please refer to the WTSC Grants Management Manual, or contact the WTSC Program Manager assigned to this grant.

When you, the grant Project Manager, agree to this document, you certify that you understand the grant requirements and agree to fully comply with the terms and conditions set forth in the Agreement/Contract, as well as additional federal requirements outlined in the Code of Federal Regulations for Federal Grants and Agreements, as referenced below.

If anything in this document conflicts with the Agreement/Contract, the Agreement/Contract takes precedence.

Before you begin work, you must have:

- A fully executed IAA or contract signed by both parties.
- Attested to the Grant Requirements Acknowledgment Form (this document).

Work cannot begin before the start date on the IAA, or before the IAA is signed by all parties. WTSC will only reimburse expenses incurred after the IAA is fully executed.

Select Contract Provisions:

- **Statement of Work:** This summarizes the work to be done for this grant. If this changes significantly, the grantee will need to request a change in WEMS, and an IAA amendment may be required.
- **High Visibility Enforcement (HVE) Operational Requirements:** The specific HVE requirements listed in the Scope of Work are extremely important to the success of the high visibility enforcement strategy. ALL of these requirements must be followed.
- **WEMS Digital Activity Log:** WTSC requires all agencies participating in high visibility enforcement to use the WEMS system to document the activity of all participating officers. An officer cannot participate if they do not have a WEMS account and do not input their activities into the WEMS digital activity log.
- **Officer Training Requirements:** Starting March 31, 2021, WTSC will begin to enforce the training requirements of participating officers. Any officer participating officer must document in WEMS that they have current qualifications for BAC and SFST.
- **Period of Performance:** All work must be completed, and goods and services must be received, during the period of performance on the IAA.

- **Compensation:**
 - Comp time is not an allowable expense for reimbursement on a high visibility enforcement (HVE) campaign contract or other OT (Overtime) patrol projects. The funding for these types of projects are for the actual activity of patrolling and comp time or any other type of leave will not be reimbursed.
 - All expenses must be incurred during the period of performance on the IAA.
 - Expenses cannot exceed the total amount of the agreement and must fall within the amounts of each budget category as listed in the IAA.
 - Funds may be moved, with prior approval and within certain limits, between planned budget categories. A formal request must be submitted to the Target Zero Manager.
- **Advance Payments Prohibited:** WTSC cannot pay for any costs prior to the work being completed or the goods being delivered.
- **Agreement Alterations and Amendments:** If your agency wants to seek an exception to any of the HVE operational requirements, you must submit an exception request to the WTSC’s primary contact listed in the in Interagency Agreement.
- **Billing Procedure:** Your agency is required to utilize the Digital Activity Log in the WEMS system, supplied by the WTSC for all of your invoices. Your local TZM can give you training and support if you need assistance using this system.
- **Buy America Act:** For any manufactured goods over \$5,000, the grantee must provide written certification that the goods, including IT software and hardware, were produced in the USA.
- **Cost Principles:** Grantee cannot use grant funds to replace routine and/or existing staff or expenditures. Must comply with [2 CFR Part 200 Subpart E](#).
- **Income:** Any income generated with this grant must be accounted for and applied to project purposes or used to reduce project costs.
- **Lobbying/Political Activity:** Because this grant uses federal funds, no work being funded by this grant can be used to lobby or otherwise influence state or federal officials, or support or oppose legislation; there is an allowance for “customary state practice.”
- **Records Maintenance:** Maintain records pertaining to this agreement for 6 years after expiration

Other Requirements:

- **Promotional Item Purchase Restrictions:** No promotional items can be purchased with these grant funds.
- **Single Audit Requirements:** Required of an entity that expends \$750,000 or more annually of federal funds, federal grants, or federal awards; usually performed annually.

By checking this box and typing your name below, you certify that you agree to fully comply with the terms and conditions set forth in the Agreement, as well as the requirements listed in this document. Typing your name below constitutes your electronic signature on this document.

I Agree

(Name, Agency, Title)

(Date)

TAB - L

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING WEIGHT LIMITS UPON CERTAIN STREETS; REPEALING ORDINANCES NUMBER 848 AND 851; PROVIDING FOR A PERMITTING PROCESS; IMPOSING PENALTIES; AND AMENDING MCCLEARY MUNICIPAL CODE TITLE 10; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

1. The City of McCleary maintains public streets within the ordinary course of its operations.
2. There is concern that vehicles over a specified weight may create significant risk of damage to those streets in light of the level of construction of the streets, thus requiring repair at the City's expense as a result of private activity.
3. It is the desire and intention of the Mayor and Council to control such activity, but at the same time, establish a procedure by which such use may be permitted.

NOW, THEREFORE BE IT ORDAINED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF McCLEARY:

SECTION I: On and after the _____ day of _____ 2020 it shall be unlawful for any person to drive or operate a motor vehicle having a gross weight greater than twenty-six thousand (26,000) pounds on those certain streets as described upon Attachment Number 1 attached hereto and incorporated by this reference without possessing the appropriate road use permit authorized pursuant to the provisions of Section II of this Ordinance: PROVIDED THAT, the primary entrance to the streets subject to this restriction shall be posted with signs

giving notice of the restriction: PROVIDED FURTHER THAT, this prohibition shall not apply to the following classification of vehicles:

- A. Authorized emergency vehicles, as defined in RCW 46.04.040.
- B. Public utility vehicles
- C. School buses, and motor trucks transporting perishable commodities or commodities necessary for the health and welfare of local residents

SECTION II: HAUL ROUTE AGREEMENTS

2.1- Purpose. The purpose of this section is to establish procedures for haul route agreements. Existing, expanded or new operations which cause, or at the opinion of City staff may cause accelerated deterioration and additional maintenance cost to the City of McCleary shall be required to enter into a haul route agreement with the public works department.

2.2 - Authorization. The Public Works Director is authorized to enter into haul route agreements when:

- A. Hauling operations exceed the weight limits established in SECTION I or other applicable weight limits; or
- B. Necessary to mitigate actual or possible accelerated deterioration or maintenance impacts to a city street, road, alley or any maintained Right of Way. Impacts or potential impacts must be identified by the City during the project and/or environmental review processes as a direct consequence of a proposed development or subdivision or uses or activities proposed by, but not limited to, a conditional use permit, a building permit, or a grading permit.

2.3 - Procedure. Procedures for particular agreements may vary at the discretion of the Public Works Director, depending on the type of hauling operation, quantity of hauling, type of road, and other factors. The following general procedure is established to implement agreements,

inspect haul routes, develop estimates for additional maintenance or reconstruction costs and terminate agreements:

- A. The applicant shall apply for proper permits to the public works department before commencing any new or expanded hauling operations.
- B. The applicant shall prepare a road use plan.
- C. The applicant and Public Works Director or designee shall conduct a joint pre-inspection to determine the existing condition of the road prism.
- D. The Public Works Director or designee shall complete a pre-inspection report of the haul route.
- E. The applicant shall enter into a haul route agreement with the City before commencing or expanding hauling operations.
- F. The applicant shall immediately notify the Public Works Director or designee in writing if any changes in the hauling operation occur.
- G. The Public Works Director or designee shall make annual inspection reports of the haul route and determine the amount of reimbursement for additional maintenance resulting from the hauling operation.
- H. The applicant shall reimburse the City for those additional maintenance and other costs associated from the hauling operation.
- I. The applicant shall notify the Public Works Director or designee in writing at the completion of the hauling operation and the Public Works Director or designee shall conduct a joint post inspection of the haul route with the applicant.

J. The applicant shall reimburse the City or other public entity for additional maintenance/repair costs resulting from hauling operation and the City shall terminate the haul route agreement.

SECTION III: CLOSURE TO PREVENT ROAD DAMAGE.

3.1 All city streets are subject to closure for travel if necessary, to prevent damage due to rain, snow, freezing, construction, damage, or other conditions. The director of public works or his/her designee shall have authority to order that street(s) be closed to all vehicles, or that they shall be closed only to oversized vehicles. For purposes of this section, “oversized vehicles” shall be defined as fully loaded trucks over twenty-six thousand (26,000) pounds GVRW. Before closing said city streets, the public works director or designee shall post notices of such closing at each end of said streets, for the purpose of giving due notice to the public of said closure of a street or streets.

3.2 Authorized emergency vehicles, as defined in RCW 46.04.040, school buses, and motor trucks transporting perishable commodities or commodities necessary for the health and welfare of local residents shall be allowed to operate on closed roads underweight and speed restrictions established by the city

SECTION IV: PARKING OF TRUCKS

4.1 No person shall park a commercial trailer, commercial vehicle, motor truck, semitrailer, tractor, truck, truck tractor or combination thereof with a gross vehicular weight rating or gross combined vehicle weight rating of over twenty-six thousand (26,000) pounds GVRW, or over 96 inches in width, not including side mirrors, on any city street within the city except for any such vehicle parked in connection with any permitted construction, while loading or unloading goods or services, or along designated truck routes or truck access routes.

SECTION V: Any person violating the provisions of this Chapter shall be subject to the following penalties:

A. Upon a finding of committed as to up to two notices of infraction alleging a violation of this ordinance within any twelve-month period, the party shall be subject to a penalty not to exceed \$300: PROVIDED that the Court upon such finding may also require restitution for any damage suffered.

B. Upon a third or subsequent finding of violation within any twelve-month period, the party shall be subject to punishment as provided in the general penalty provision of the first paragraph of Section 1.20.010 M.M.C., as now existing or hereafter amended or supplanted: PROVIDED that, in addition to any fine or jail sentence, restitution for any damage may be required.

SECTION VI: If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases had been declared invalid or unconstitutional, and if for any reason this Ordinance should be declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

SECTION VII: This Ordinance shall take effect upon the fifth day following date of publication.

PASSED THIS ____ DAY OF _____, 2020, by the City Council of the City of McCleary, and signed in approval therewith this ____, day of _____, 2020.

ORDINANCE – 5
11/06/20

CITY of McCLEARY
100 SOUTH 3RD STREET
McCLEARY. WASHINGTON 98557

CITY OF McCLEARY:

BRENDA ORFFER, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

CHRISTOPHER JOHN COKER, City Attorney

STATE OF WASHINGTON)
 : ss.
GRAYS HARBOR COUNTY)

I, WENDY COLLINS, being the duly appointed Clerk-Treasurer of the City of McCleary, do certify that I caused to have published in a newspaper of general circulation in the City of McCleary a true and correct summary of Ordinance number ___ and that said publication was done in the manner required by law. I further certify that a true and correct copy of the summary of Ordinance Number ___, as it was published, is on file in the appropriate records of the City of McCleary.

WENDY COLLINS

SIGNED AND SWORN TO BEFORE ME THIS ____ DAY OF _____,
2020, by WENDY COLLINS.

NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, Residing at:
My appointment expires:

TAB - M

ORDINANCE NO. ____

**AN ORDINANCE AMENDING ORDINANCE 859
RELATING TO THE ESTABLISHMENT OF THE
REGULAR TAX LEVY FOR THE YEAR 2020 FOR
COLLECTION IN THE YEAR 2021; MAKING
FINDINGS; AND RESERVING RIGHTS.**

RECITALS:

1. The City Council of the City of McCleary has met and is considering its budget for the calendar year 2021.
2. At a public hearing held on October 14, 2020, the City Council provided the opportunity to receive comment from the Citizens of the City on the elements of revenue projections and the ad valorem tax levy. Following that hearing, the Mayor and Council are going forward with the consideration of the City 's budget.
3. Subsequent to the public hearing on October 14, 2020, city staff received updated information regarding the ad valorem tax levy. As such it is necessary of the City to amend Ordinance 859 to accurately reflect the ad valorem tax levy 1% increase.

4. Based upon the new information provided by the Office of the County Assessor, the City's actual annual ad valorem levy amount for 2020 was \$376,545. Further, that a 1% increase would equal \$3,765.

5. As to new construction valuation, the information from the Office of the County Assessor has not been provided. No property was shown as annexed during the period.

6. The City has a population of less than 10,000 citizens.

7. The City Council of the City of McCleary, following the required public hearing and after duly considering all relevant evidence and testimony presented, has determined the City of McCleary will exercise its authority to increase the regular tax levy by the authorized one percent.

8. The action carried forth by the amended Ordinance is based upon a Council finding there is a significant necessity for the property tax revenue to be increased in the next calendar year in order to meet the expenses and obligations of the City.

9. In adopting this amended ordinance, the City is relying upon the accuracy and completeness of the information provided to it by the Office of the County Assessor.

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF McCLEARY:

SECTION I: The regular property tax levy is hereby authorized for 2020 for collection in 2021 in an amount of \$405,000, a figure which the Office of the County

Assessor has indicated represents the increase allowed by RCW 84.55.0101 from the amount levied and collected the previous year: PROVIDED THAT, it is to be recognized as follows: [a] the intent of this amended ordinance is to exercise the authority to increase the levy here in question by the 1 percent allowed under the provisions of RCW 84.55 and to include additional revenue resulting from assessment of any new construction, improvements to property, any increase in the value of state assessed property or utilities, any annexations which have occurred, or any refunds made and [b] if the amount finally determined allowed under those provisions is greater than the specific figure set out, that newly determined figure shall be the amount utilized.

SECTION II: This amended ordinance is based upon the information from the Office of the County Assessor as to amounts and calculations, as well as advice from County officials that this ordinance can be amended to modify the tax rate established herein by adoption of an appropriate amendatory ordinance. The City specifically reserves the right to take such amendatory action up to and including the last day allowed. Upon execution by the Mayor, a certified copy of this amended Ordinance shall be provided to the appropriate officials of the County so as to provide for appropriate assessment.

SECTION IV: If any section, subsection, sentence, clause, or phrase of this amended Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this amended Ordinance. The Council hereby declares that it would have passed this amended Ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any

one or more sections; subsections, sentences, clauses, or phrase had been declared invalid or unconstitutional, and if for any reason this Ordinance should be declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

SECTION V: This amended ordinance shall take effect upon the fifth day following the date of publication.

PASSED THIS ____ DAY OF _____, 2020, by the City Council of the City of McCleary, and signed in approval therewith this ____, day of _____, 2020.

CITY OF McCLEARY:

BRENDA ORFFER, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

CHRISTOPHER JOHN COKER, City Attorney

STATE OF WASHINGTON)
 : ss.
GRAYS HARBOR COUNTY)

I, WENDY COLLINS, being the duly appointed Clerk-Treasurer of the City of McCleary, do certify that I caused to have published in a newspaper of general circulation in the City of McCleary a true and correct summary of Ordinance number ____ and that said publication was done in the manner required by law. I further certify that a true and correct copy of the summary of Ordinance Number _____, as it was published, is on file in the appropriate records of the City of McCleary.

WENDY COLLINS

SIGNED AND SWORN TO BEFORE ME THIS ____ DAY
OF _____, 2020, by WENDY COLLINS.

NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, Residing at: _____
My appointment expires: _____

TAB - N