

Tonasket City Council
Tuesday, April 11, 2023
6:00 pm

VIRTUAL ZOOM MEETING ID 897 9246 9322
Phone Number 1-253-205-0468

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Roll Call
- 4) Public Comment (Agenda Items)
- 5) Approval of the Agenda **Action Item**
- 6) Kurt Danison Report
- 7) Public Comment
- 8) Unfinished Business
 - a) Discount Glass Quote for Front Doors **Action Item**
- 9) Department Head Reports
- 10) Mayor/Council/Committee Reports
- 11) New Business
 - a) Approval of TIB Consultant Agreement with Varela Engineering in the amount of \$50,530.00 **Action Item**
- 12) Miscellaneous and Correspondence
- 13) Consent Agenda: Minutes of the previous meeting, the March Payroll and the April Bills **Action Item**
- 14) Adjournment

The City of Tonasket is an equal opportunity employer and provider that strives to accommodate persons with disabilities. City Hall is ADA accessible. Please contact the City Clerk's office by noon on any meeting date for assistance.

Council Memo
Tuesday, April 11, 2023
6:00 pm

VIRTUAL ZOOM MEETING ID 897 9246 9322
Phone Number 1-253-205-0468

TO: Mayor and City Councilmembers

FROM: City Clerk-Treasurer

As reported at the last meeting by Councilmember McMillan, a quote has been included in the packet from Discount Glass for repairing the City Hall front doors. **Suggested Motion: I move to accept/not accept the quote from Discount Glass for the Front Double Door Replacement at City Hall in the amount of \$14,220.01.**

The City has been awarded the funds from the Transportation Improvement Board for the Multimodal Project on 4th Street. This Project will require engineering. A portion of the grant funds will be for the cost of engineering. I have included the Consultant Agreement for the work to be done. **Suggested Motion: I move to approve the TIB Consultant Agreement for the 4th Street Multimodal Project with Varela Engineering in the amount of \$50,530.00 and authorize the Mayor to sign applicable documents.**

I will be handing out the RFQ's that were submitted, at the next Council meeting, and a selection tool to rank the two firms. Please rank them and turn the results in to me as soon as you can. I will then take the scores and present to you the final results at the April 25th, City Council meeting.

Minutes of the Regular Meeting of the Tonasket City Council, March 28, 2023

DRAFT

Present: Mayor Pro Tem Weddle, Councilmembers Levine, McMillan, and Alexander.

Staff: Pilkinton and Attwood

The meeting was called to order at 6:00 pm and the pledge of allegiance was given by all.

Roll Call was taken. Hill was not present.

Public Comment (Agenda Items)- None.

Motion to approve the agenda. M/Levine, S/McMillan. Carried 4:0.

Motion to approve the minutes of the previous meeting. M/McMillan, S/Levine. Carried 4:0.

Public Comment- None.

Unfinished Business-

- **City Hall Doors:** Councilmember McMillan spoke with John from Discount Glass. He will be getting an itemized bid on replacing just the two outer doors with the same type. John does not want to get into doing electronic doors so there won't be a bid for that. McMillan will also talk to Quality Glass in Richland to see if they will give a bid on automatic sliding doors. The original bid from them on replacing just the two front doors, not electric, was a verbal quote for \$55,000.00. This discussion will be tabled until written quotes are received.
- **Approval of Theme for Perfect Passage Project:** Councilmember Weddle went over all the research that she has been collecting for the past few months about the history of Tonasket and area cultures. She presented examples of the metal inlays that feature animals and the name of the animal in English, Spanish and Sylix. They will be placed into the sidewalks on the bulb outs. She stated that there are still a lot of decisions to be made on them, but she is asking for the concept to be approved.

Motion to approve the Theme for the Perfect Passage Project. M/McMillan, S/Levine. Carried 4:0.

Sheriff Paul Budrow

- Everything is going well. Contract is signed with the City of Tonasket. Will start having quarterly meetings.
- Officer Taft will be leaving our town and moving out into the county to patrol. Town will be taking on Officer Sheffield. This will take place in about 3-4 months.
- More laterals moving to the county.

Mayor/ Council/ Committee Reports

Alexander- None.

McMillan- None.

Weddle

- Been working a lot on the Perfect Passage and Theme.

Levine

- No OCOG meeting, the next one is in April.
- Perfect Passage meetings Tuesday and Thursday were interesting. Rethinking about when talking to people about it to remember that this started as a highway project and Tonasket said that we needed new stormwater infrastructure before they laid new highway.

Motion to excuse Councilmember Hill. M/Weddle, S/McMillan. Carried 4:0.

New Business

Motion to approve Resolution 2023-04 for the Annual Spring Clean Up. M/Levine, S/McMillan. Carried 5/0.

DRAFT

Motion to approve Resolution 2023-05 for an Airport Agreement with Kristi Krieg for space #21 and authorize the Mayor Pro Tem to sign the applicable documents. M/Levine, S/McMillan. Carried 4:0.

The Mayor has proclaimed April 28th as Arbor Day for 2023. Proclamation read by Clerk-Treasurer Attwood.

Kurt Holland introduced himself on zoom. He met with the TIB Engineer, Andrew Beagle, on Thursday and he is an extraordinary, competent, reasonable government employee. He was great to work with. Holland then gave a rundown on Phase 1 of the Perfect Passage Project.

Motion to approve the plans as submitted by Varela Engineering for Phase 1 of the Perfect Passage Project dated February 2023. M/Levine, S/Weddle. Discussion. Carried 4:0.

Motion to approve the purchase of 3 picnic tables in the amount of \$2426.57, to be paid from the City Hall/ City Park Reserve Fund. M/Levine, S/McMillan. Carried 4:0.

Motion to approve the agreement with the Transportation Improvement Board for the 4th Street Multimodal Project in the amount of \$395,277.00 and authorize the Mayor Pro Tem to sign applicable documents. M/Levine, S/McMillan. Carried 4:0.

Miscellaneous and Correspondence-

- The City advertised a request for qualifications for a Consulting Firm. We received two applications; 1) Varela and Associates 2) Gray and Osborn.
- Timberline Construction has finished the pole building doors.

Motion to pay Timberline Construction \$23,110.50 for construction of the pole building doors. M/McMillan, S/Weddle. Carried 4:0.

- Airport Insurance has gone up from \$4960.00 to \$5952.00 per year for 3 years. Tonasket Airport Improvement Club pays \$1500.00 and that will increase to \$1800.00 per year for 3 years.

Motion to pay VIP \$5952.00 per year for 3 years for Airport Insurance. M/Levine, S/Weddle. Carried 4:0.

- Resolution 2023-06 Airport debris surplus. Johnson has someone who will take away the unusable debris at the Airport for free.

Motion to approve Resolution 2023-06 Airport Debris Surplus. M/Levine, S/McMillan. Carried 4:0.

- The president of the TVBRC, James Moore, would like to have the flagpole in front of the TVBRC removed for the Kiosk.

Motion to allow Darren Johnson to remove the flagpole in front of the TVBRC. M/Weddle, S/McMillan. Carried 3:1. Levine voted no.

- Clerk Treasurer Attwood would like to meet with the Park Committee about the Property Use/ Vendor Permits and getting a porta potty at Little Learners Park.

There being no further business the meeting was adjourned at 7:20 pm.

Alice Attwood, Clerk-Treasurer

DISCOUNT GLASS & CONSTRUCTION

John Rosser - Owner
ROSSEGC033OH
69 Kermel Road
Omak, WA 98841
(509) 826-0658 / Cell 322-1406

March 29, 2023

Jeff McMillian
City of Tonasket

RE: Front Double Door Replacement

Proposal of work:

Remove outer double door only. Provide and install new double door with transom lite above it. Install into existing metal frame. New door and frame to be bronze colored, full lite, with thermal pane tempered glass. Outswing only with Panic inside. Keyed exterior with standard outside pulls. New closures and threshold. Disposal of old materials.

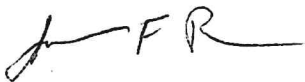
All glass to be thermal pane tempered safety glass. Work to be completed when the office is closed. If required, permit provided by City of Tonasket.

Material/Labor/Travel	\$13,106.00
WA State Sales Tax	1,114.01
Total installed Price	\$14,220.01

Quote is valid for 15 days
50% Deposit Required

Approval Signature _____ Date _____

Thank you,



Johnny Rosser
Owner, Discount Glass



Transportation Improvement Board (TIB) Consultant Agreement

TIB PROJECT NUMBER P-P-885(P01)-1		PROJECT PHASE (check one) <input checked="" type="checkbox"/> Design <input type="checkbox"/> Construction	
PROJECT TITLE & WORK DESCRIPTION 4th Avenue Multimodal Construction of 5-foot sidewalk on the south side, and bike lanes on both sides of 4th Street withing existing pavement width, and installation of ADA compliant ramps at each intersection.			
CONSULTANT NAME & ADDRESS Varela & Associates, Inc, 601 W. Mallon Ave., Suite A, Spokane, WA 99201			
(check one)			
<input checked="" type="checkbox"/> LUMP SUM \$ 50,530			
<input type="checkbox"/> COST PLUS FIXED FEE OVERHEAD COST METHOD			
OVERHEAD PROGRESS PAYMENT RATE _____ %			
<input type="checkbox"/> Actual Cost			
<input type="checkbox"/> Actual Cost Not To Exceed _____ %			
<input type="checkbox"/> Fixed Rate _____ %			
FIXED FEE \$ _____			
<input type="checkbox"/> SPECIFIC RATES OF PAY			
<input type="checkbox"/> Negotiated Hourly Rate			
<input type="checkbox"/> Provisional Hourly Rate			
<input type="checkbox"/> COST PER UNIT WORK			
DBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %		WBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	
COMPLETION DATE November, 2023		MAXIMUM AMOUNT PAYABLE \$50,530	

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, between the City of **Tonasket**, Washington, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Urban Arterial Trust Account funds, Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

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

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

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

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

I GENERAL DESCRIPTION OF WORK

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

II SCOPE OF WORK

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



**III
GENERAL REQUIREMENTS**

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

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

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

**IV
TIME FOR BEGINNING AND COMPLETION**

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

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

**V
PAYMENT**

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

**VI
SUBCONTRACTING**

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

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

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

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

**VII
EMPLOYMENT**

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

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

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

**VIII
NONDISCRIMINATION**

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

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

- A. COMPLIANCE WITH REGULATIONS: The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time



to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.

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

**IX
 TERMINATION OF AGREEMENT**

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

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

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

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

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

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

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

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

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

**X
CHANGES OF WORK**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

**XI
DISPUTES**

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

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

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

**XIII
LEGAL RELATIONS AND INSURANCE**

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

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

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

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

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

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

Insurance Coverage

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

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

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

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

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

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

**XIV
EXTRA WORK**

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a proposal submitted before final payment of the AGREEMENT.



- D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and condition of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

**XV
ENDORSEMENT OF PLANS**

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

**XVI
TIB AND AGENCY REVIEW**

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

**XVII
CERTIFICATION OF THE
CONSULTANT AND THE AGENCY**

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

**XVIII
COMPLETE AGREEMENT**

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

**XIX
EXECUTION AND ACCEPTANCE**

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

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

By _____

By _____

Consultant Varela & Associates, Inc.

City of Tonasket

EXHIBIT A-1 Certification of Consultant

Project No. P-P-885(P01)-1	City: Tonasket
----------------------------	----------------

I hereby certify that I am Kurt Holland a duly authorized representative of the firm of Varela & Associates, Inc whose address is 601 W. Mallon Avenue, Suite A and that neither I nor the above firm I here represent has:

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

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

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

Date

Signature

Certification of Agency Official

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

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

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

Date

Signature

EXHIBIT B-1 Scope of Work

Project No.

Describe the Scope of Work

The project proposes construction of approximately 2 ½ blocks of sidewalk on the south side of 4th Street and restriping to designate parking, bike and traffic lanes. The sidewalk, and ADA ramps will be constructed within the existing HMA footprint.

Refer to attached B-1 Supplement of the detailed scope and cost breakdown. The Design work includes preliminary planning with city staff, preparation of design plans and contract documents and cost estimates at roughly 90% preparation level of City review and comments; and preparation of the final bid set.

The Scope of Work assumes Executive Order 21-02, and Cultural Resource Assessment are not needed.

Documents to be Furnished by the Consultant

Preliminary layout with project sequencing, 90% and final construction plans, specifications and bid documents and construction cost estimates.

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

Lump Sum Contracts

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

Cost Plus Fixed Fee Contracts

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

Specific Rates of Pay Contracts

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

Cost Per Unit of Work Contracts

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

B-1 Supplement - Scope and Cost Worksheet

Client **Tonasket** Project # **58-30**

Start Date: **4/4/2023**
 End Date: _____
 Max Hours: **192**

Consultant Fee Estimate									
Task No.	Description	Consultant Fee Estimate							Sub-Total
		Proj. Princ.	Proj. Mngr	Engr.	Engr. Tech	Fndng Spec.	Admin	Expen	
		\$180.00	\$160.00	\$140.00	\$135.00	\$95.00	\$90.00	\$1	

SECTION A - PRELIMINARY ENGINEERING

01	Preliminary Planning and Pre-Design (T&E)								
	Review existing site condition. Assume 1 site visit w/ application for review of the proposed alignment with City staff.	16		20	16				
	Expenses: travel, printing, phone, misc.							600	\$600
									\$0
		16	0	20	16	0	0		Task Subtotal \$8,440

SECTION 2 - FINAL DESIGN

21	Contract Plans & Specifications (LS)								
	Civil and Site Sheets (Assume 4 shts: princ 2hr/sht, engr 8 hr/sht, tech 8 hr/sht) - project assumptions include installation of 2 Dry Wells	8		32	32				\$10,240
	Cover, Site Plan, Traffic pln, erosion control (Assume 1 shts: princ 1 hr/sht, engr 6 hr/sht, tech 8 hr/sht)	1		6	8				\$2,100
	Civil details (Assume 2 sht princ 1 hr/sht, engr 4 hr/sht, tech 8 hr/sht)	4		8	16				\$4,000
	Plan & Profile: (included with the Civil and Site Sheets if needed)								\$0
	Specifications & Contract Documents	8		32					\$5,920
	Cost Estimate	1		8	2				\$1,570
	90% Review w/ City, incorporate comments	4		4	4				\$1,820
	Expenses: travel, printing, tel, misc - 1 trip								\$0
	Design Survey / Mapping / ROW - Boundary Survey is not included at this time.	2		24	8			1000	\$5,800
		28	0	114	70	0	0		Task Subtotal \$31,450
23	Geotechnical (T&E) <i>Not included at this time</i>								
	(Not included at this time) Geotechnical assumptions will be based on existing geotechnical reports on previous project								\$0
		0	0	0	0	0	0		Task Subtotal \$0
24	Environmental / Cultural (T&E)								
	Agency Coordination	4		24				4	\$4,440
	SEPA Checklist:	4		16					\$2,960
	Executive Order 0505 (assumed not required):								\$0
	Cultural Resource Assessment (Assumed not required)								\$0
		8	0	40	0	0	4		Task Subtotal \$7,400

SECTION C - CONSTRUCTION ENGINEERING SERVICES

31	Bid Period Assistance. (T&E)								
	4 hours / wk for 3 wks - adm 6 hrs -no prebid meeting	2		18				4	\$3,240
		2	0	18	0	0	4		Task Subtotal \$3,240
32	Construction Engineering (T&E)								
	(Not included at this time)								\$0
		0	0	0	0	0	0		Task Subtotal \$0
33	Construction Inspection (T&E)								
	(Not included at this time)								\$0
		0	0	0	0	0	0		Task Subtotal \$0
35	Record Drawings (LS) (Not Included at this time)								
	Estimated Hours and Project Budget	54	0	192	86	0	8		\$50,530

Client : Tonasket
 Project :
 Type :

58-30
 0
 transportation

Start Date: 4/4/2023
 4/4/2023

Task No.	Description	Consultant Fee Estimate					Admin	Expen	Sub-Total
		Proj. Princ.	Proj. Mgr.	Engr.	Engr. Tech	Fndng Spec.			
		\$180.00	\$160.00	\$140.00	\$135.00	\$90.00	\$1		
SECTION A - PRELIMINARY ENGINEERING									
01	Preliminary Planning and Pre-Design (T&E)	16	0	20	16	0	\$600	\$8,440	
SECTION 2 - FINAL DESIGN									
21	Contract Plans & Specifications (LS)	28	0	114	70	0	\$1,000	\$31,450	
23	Geotechnical (T&E) Not included at this time	0	0	0	0	0	\$0	\$0	
24	Environmental / Cultural (T&E)	8	0	40	0	4	\$0	\$7,400	
SECTION C - CONSTRUCTION ENGINEERING SERVICES									
31	Bid Period Assistance. (T&E)	2	0	18	0	4	\$0	\$3,240	
32	Construction Engineering (T&E)	0	0	0	0	0	\$0	\$0	
33	Construction Inspection (T&E)	0	0	0	0	0	\$0	\$0	
34	Material Testing / Quality Control (T&E)	0	0	0	0	0	\$0	\$0	
35	Record Drawings (LS) (Not Included at this time)	0	0	0	0	0	\$0	\$0	
		54	0	192	86	8	\$1,600	\$50,530	
Estimated Hours and Project Budget									

Alice Attwood

Subject: Tonasket City Council Meeting
Location: <https://us02web.zoom.us/j/89792469322>
Start: Tue 4/11/2023 6:00 PM
End: Tue 4/11/2023 9:00 PM
Recurrence: (none)
Meeting Status: Meeting organizer
zmMeetingNum: 89792469322

Alice Attwood is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/89792469322>

Meeting ID: 897 9246 9322

One tap mobile

+12532050468,,89792469322# US

+12532158782,,89792469322# US (Tacoma)

Dial by your location

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

+1 719 359 4580 US

+1 346 248 7799 US (Houston)

+1 669 444 9171 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 646 931 3860 US

+1 689 278 1000 US

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 360 209 5623 US

Meeting ID: 897 9246 9322

Find your local number: <https://us02web.zoom.us/j/89792469322>