

**PROPOSAL AND CONTRACT
FOR
PROFESSIONAL ENGINEERING SERVICES**

**CITY OF ALGONA
WASHINGTON**

APRIL 2023

G&O Job. No. PR224.67

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

CONTRACT FOR
PROFESSIONAL ENGINEERING SERVICES

THIS Contract between the CITY OF ALGONA, 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 Comprehensive Flood Hazard Management Plan Update, 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 Exhibit "B" 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 ALGONA
Attn: Russ Avery
200 Washington Boulevard
Algona, Washington 98001

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 Algona

By: _____

(Signature)

By: _____
(Signature)

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

Name/Title: _____
(Print)

Date: 4/25/23

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT A
SCOPE OF WORK
CITY OF ALGONA
COMPREHENSIVE FLOOD HAZARD MANAGEMENT PLAN UPDATE

The City of Algona is seeking professional services to assist with the planning, modeling, and development of capital projects and management strategies related to the City's flooding issues. The City of Algona last adopted a *Comprehensive Flood Hazard Management Plan* in 1997. Since then, it is believed that the City has provided minimal effort toward completing the projects noted within the last Plan. Gray & Osborne, Inc. will assist the City of Algona with the preparation of an updated *Comprehensive Flood Hazard Management Plan* (Plan). The Tasks described herein are based upon the July 2021 document provided by Department of Ecology titled "*Comprehensive Planning for Flood Hazard management: A Guidebook.*" A detailed Scope of Work is provided below and estimated costs are included in the attached Exhibit B.

Task 1 – Project Management

Provide overall Project management and oversight services to include the following.

- A. Procuring sufficient staff resources to dedicate to the Project.
- B. Preparing and executing Subconsultant Contracts.
- C. Managing and controlling Project budget and schedule.
- D. Managing and providing monthly progress reports and invoices.

Task 2 – Identify Regulatory Programs and Planning Priorities

Gray & Osborne will review which regulatory programs and planning priorities will be incorporated into the Plan. Programs to review include the following.

- A. Regulatory programs (floodplain management codes and ordinances).
- B. Local Plans (Auburn, Salmon Recovery Plans, King County, etc.).
- C. Related programs such as Floodplains by Design.
- D. Community interests such as recreation.

Task 3 – Establish Process for Public and Agency Participation

Gray & Osborne will work with City staff to determine the appropriate task force to involve in planning. Preliminary efforts have included King County, WSDOT, City of Auburn, WDFW, and the citizens of Algona. An advisory committee will be formed and a public participation process shall be set up including a process on how to include populations facing adversity.

Task 4 – Draft Short and Long-Term Goals and Objectives for Flood Hazard Management

Gray & Osborne will work with City staff and the community (citizens, tribes, etc.) to draft short and long-term goals and objectives for flood hazard management which may address the following.

- A. Flood Safety.
- B. Non-Structural Flood Safety.
- C. Ecological Restoration.
- D. Climate Change.
- E. Diversity, Equity, Inclusion, and Environmental Justice.

Task 5 – Inventory and Analysis of Physical Conditions and Other Technical Issues

Gray & Osborne will delineate the planning area, assess existing conditions, and document flood history. In addition, Gray & Osborne will identify current flood problems and will work with Northwest Hydraulic Consultants (NHC) to determine flooding-related concerns downstream of the City limits. The following Subtasks will be conducted.

- A. Collect and compile existing data including GIS information, As-Built Plans, and information from previous surface water modeling and survey efforts. The City did an extensive survey effort in 2010 which included rim and invert elevations and basic ditch cross section information. This information will be utilized to create a Hydraulic Model. This Scope assumes up to 24 hours for additional field survey to supplement existing data, if needed.
- B. Analyze and adjust the subbasins provided in the previous *Flood Hazard Management Plan*, in preparation for the hydrologic Model.

- C. Create an XPSstorm-based Hydrologic/Hydraulic Model. The 25-year and 100-year storm events will be analyzed using the SBUH Method.
- D. Interview operations crews to determine current problem areas in terms of flooding or aging infrastructure, with the end result of a highlighted map to show known problem areas.
- E. Flood history gathered from staff and the previous *Flood Hazard Management Plan* will be documented in the new Plan and reviewed against the modeling analysis provided in Subtask 4.2.
- F. NHC shall initially provide a cursory review of downstream concerns related to the flooding issues associated with the northwest corner of the City.

Task 6 – Set Short and Long-Term Goals and Objectives for Flood Hazard Management

Reviewing the initial goals and objectives, Gray & Osborne will work with City staff to finalize goals and objectives for flood hazard management based upon the work conducted in the previous inventory and Analysis Task.

Task 7 – Determine Need for Strategies and Measures for Flood Hazard Management

Reviewing the existing and future condition assessment, Gray & Osborne will work with City staff to determine potential flood risk management and flood damage reduction actions.

Task 8 – Identify Alternative Strategies and Measures for Flood Hazard Management

In reviewing the goals and objectives for flood hazard management, along with the issues reviewed in the Analysis Task, alternative solutions will be created amongst Gray & Osborne and NHC and then discussed with City staff. Strategies may include developing updated flood hazard information, non-structural alternatives that reduce flood risk and promotes land uses compatible with flooding in flood hazard areas, as well as structural flood damage reduction measures that physically alter drainage patterns to reduce flood risk.

Task 9 – Evaluate Alternative Strategies and Measures

The alternatives created in the previous Task will be evaluated and prioritized to determine a preferred solution. The following may be utilized to determine the most appropriate solution to flood related issues.

- A. Technical suitability.
- B. Primary reliance on non-structural measures and ecological restoration.
- C. Environmental impacts or benefits.
- D. Climate change and future conditions.
- E. Historic and archaeological resources.
- F. Consistency with the local Salmon Recovery Plan.
- G. Environmental justice.
- H. Consistency with applicable policies and the goals/objectives of the Plan.
- I. Permits and approvals required.
- J. Cost of implementation including acquisitions, design, permitting, mitigation, project management, construction, and life cycle costs.
- K. Anticipated ongoing inspection, maintenance, and repair needs.

Task 10 – Hold Public Alternative Evaluation Workshop

Gray & Osborne will assist the City in hosting a public workshop to review the alternative solutions selected for the Plan. This Scope of Work assumes one public workshop where a PowerPoint presentation will be provided to interested parties at City Hall.

Task 11 – Develop Strategy and Implementation Approaches for Flood Hazard Management

Once public input has been obtained, the flood hazard management strategy will be created along with implementation approaches. The strategy will include a list of actions, the priority, cost, and timeframe for each preferred solution. Other elements of the strategy may include identifying roles, funding strategies, climate change, partnerships, and/or letters of concurrence from involved parties.

Task 12 – Complete Draft Plan and SEPA Documentation

A draft of the Plan will be compiled which will include a discussion of the goals and objectives, the inventory and analysis of existing and future conditions, alternative strategies, and recommended strategies.

Gray & Osborne will also prepare a non-project SEPA checklist to include within the Appendix of the Plan.

The Plan will be distributed to planning agencies (Ecology, King County, neighboring jurisdictions, WDFW) and the public for review. Any substantial comments will be reviewed and addressed.

Task 13 – Prepare Final Flood Hazard Management Plan

Prepare final version of the Plan based upon staff, public, agency, and council's comments. A final pdf version will be provided to the City upon completion and adoption by Council.

Task 14 – Public Hearing to Adopt Plan

This Scope of Work assumes attendance by Gray & Osborne staff at the final public hearing to adopt the Plan. Staff will be available to answer any final questions the council or public may have.

Task 15 – Quality Assurance/Quality Control (QA/QC)

Gray & Osborne will conduct a Quality Assurance/Quality Control (QA/QC) review of the Plan documents to check accuracy, completeness, and conformance with project criteria. This review will be provided by both project and non-project engineers, experienced in similar Comprehensive Plans. The review comments will be documented and the Plan document will be revised to incorporate these comments.

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Algona - Flood Hazard Management Plan

| Tasks | Principal Hours | Project Manager Hours | Engineer-In-Training Hours | Professional Land Surveyor Hours | Field Survey (Two Person) Hours |
|--|-----------------|-----------------------|----------------------------|----------------------------------|---------------------------------|
| 1 Project Management | | 12 | | | |
| 2 ID Regulatory Programs/Planning Priorities | | 4 | 2 | | |
| 3 Establish Process for Public/Agency Participation | | 4 | 4 | | |
| 4 Draft Short and Long-Term Goals for Flood Hazard Management | | 12 | 20 | | |
| 5 Inventory and Analysis of Physical Conditions | | 35 | 180 | 12 | 24 |
| 6 Set Short and Long-Term Goals for Flood Hazard Management | | 2 | 2 | | |
| 7 Determine Need for Strategies/Measures for Flood Hazard Management | | 8 | 16 | | |
| 8 ID Alternative Strategies/Measures for Flood Hazard Management | | 20 | 40 | | |
| 9 Evaluate Alternative Strategies/Measures | | 16 | 24 | | |
| 10 Hold Public Alternative Evaluation Workshop | | 6 | 12 | | |
| 11 Develop Strategy/Implementation Approaches | | 12 | 24 | | |
| 12 Complete Draft Plan and SEPA Documentation | | 12 | 40 | | |
| 13 Prepare Final Plan | | 8 | 24 | | |
| 14 Public Hearing to Adopt the Plan | | 6 | 8 | | |
| 15 QA/QC | 8 | 4 | 4 | | |
| Hour Estimate: | 8 | 161 | 400 | 12 | 24 |
| Fully Burdened Billing Rate Range:* | \$150 to \$245 | \$140 to \$245 | \$100 to \$180 | \$125 to \$200 | \$180 to \$310 |
| Estimated Fully Burdened Billing Rate:* | \$210 | \$205 | \$115 | \$190 | \$265 |
| Fully Burdened Labor Cost: | \$1,680 | \$33,005 | \$46,000 | \$2,280 | \$6,360 |

| | |
|---|-------------------|
| Total Fully Burdened Labor Cost: | \$ 89,325 |
| Direct Non-Salary Cost: | |
| Mileage & Expenses (Mileage @ current IRS rate) | \$ 500 |
| Subconsultant: | |
| Northwest Hydraulic Consultants | \$ 100,000 |
| Subconsultant Overhead (10%) | \$ 10,000 |
| TOTAL ESTIMATED COST: | \$ 199,825 |

* 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, 2024**

| <u>Employee Classification</u> | <u>Fully Burdened Billing Rates</u> | | |
|---|-------------------------------------|----|----------|
| AutoCAD/GIS Technician/Engineering Intern | \$ 65.00 | to | \$175.00 |
| Electrical Engineer | \$125.00 | to | \$225.00 |
| Structural Engineer | \$120.00 | to | \$220.00 |
| Environmental Technician/Specialist | \$ 95.00 | to | \$170.00 |
| Engineer-In-Training | \$100.00 | to | \$180.00 |
| Civil Engineer | \$115.00 | to | \$180.00 |
| Project Engineer | \$125.00 | to | \$185.00 |
| Project Manager | \$140.00 | to | \$245.00 |
| Principal-in-Charge | \$150.00 | to | \$245.00 |
| Resident Engineer | \$125.00 | to | \$190.00 |
| Field Inspector | \$100.00 | to | \$185.00 |
| Field Survey (2 Person)*** | \$180.00 | to | \$310.00 |
| Field Survey (3 Person)*** | \$300.00 | to | \$425.00 |
| Professional Land Surveyor | \$125.00 | to | \$200.00 |
| 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 \$0.65 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.

4/25/23

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)

4/26/2023

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 Design Professionals Insurance Services, LLC 19689 7th Ave NE, Ste 183 PMB #369 Poulsbo WA 98370 | CONTACT NAME: Allison Barga PHONE (A/C, No, Ext): 360-626-2007 E-MAIL ADDRESS: allison.barga@assuredpartners.com | FAX (A/C, No): 360-626-2007 |
| License#: 6003745 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED Gray & Osborne Inc 1130 Rainier Avenue South, Suite 300 Seattle WA 98144 | INSURER A: The Travelers Indemnity Company of Connecticut | 25682 |
| | INSURER B: Travelers Property Casualty Company of America | 25674 |
| | INSURER C: Travelers Casualty and Surety Company | 19038 |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 1673224292

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 | 9/10/2022 | 9/10/2023 | 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 \$ |
| A | <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 | 9/10/2022 | 9/10/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <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 | 9/10/2022 | 9/10/2023 | 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 | Y/N <input type="checkbox"/> | N/A | 6808N74449A | 9/10/2022 | 9/10/2023 | 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 |
| C | Professional Liab: Claims Made Pollution Liab: Occurrence Form | | | 105339819 | 9/10/2022 | 9/10/2023 | \$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)

CERTIFICATE HOLDER**CANCELLATION**

City of Algona
200 Washington Blvd
Algona WA 98001

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.