



**Washington State  
Department of Transportation**

<b>Supplemental Agreement Number <u>1</u></b>		Organization and Address	
Original Agreement Number 22856		Gray & Osborne, Inc. 1130 Rainier Avenue, South, Suite 300 Seattle, WA 98144 Phone: (206) 284-0860	
Project Number STPUS-9202(001)		Execution Date	Completion Date December 31, 2027
Project Title Oak Street Improvements		New Maximum Amount Payable \$122,581.00	
Description of Work Construction engineering services			

The Local Agency of City of Okanogan  
desires to supplement the agreement entered in to with Gray & Osborne, Inc.  
and executed on November 2, 2022 and identified as Agreement No. 22856

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

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:  
See attached Exhibit A-1.

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days  
for completion of the work to read: No change.

**III**

Section V, PAYMENT, shall be amended as follows:  
The amount shall be supplemented by \$61,181, for a total new Maximum Amount Payable of \$122,581.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.  
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate  
spaces below and return to this office for final action.

By: Michael B. Johnson, P.E. By: \_\_\_\_\_

Consultant Signature

Approving Authority Signature

Date

## EXHIBIT A

### Summary of Payments

	<b>Basic Agreement</b>	<b>Supplement 1</b>	<b>Total</b>
Direct Salary Cost	\$19,038	\$15,348	\$34,386
Overhead (Including Payroll Additives)	\$35,123	\$27,912	\$63,035
Direct Non-Salary Costs	\$1,528	\$13,317	\$14,845
Fixed Fee	\$5,711	\$4,604	\$10,315
Total	\$61,400	\$61,181	\$122,581

# **EXHIBIT A-1**

## **SCOPE OF WORK**

### **CITY OF OKANOGAN OAK STREET IMPROVEMENTS SUPPLEMENTAL AGREEMENT NO. 1**

#### **INTRODUCTION**

This scope amends the Scope of Work approved by the City of Okanogan on November 2, 2022.

The Consultant shall perform those tasks as listed herein to assist the City during the construction phase of the project, to include coordination with regulatory and funding agencies, adjacent property owners, utility companies, and the Contractor.

#### **CONSTRUCTION MANAGEMENT SERVICES**

It is the intent of this scope to provide sufficient services for the duration of the contract (45 working days).

<u>Task No.</u>	<u>Task</u>
1.	Project Management – Provide overall project management to include resource allocation management, client contact, and coordination with various project stakeholders including, but not limited to, WSDOT Local Programs, City, Contractor, CA Agency (WSDOT), abutting property owners (as needed), utility companies, and regulatory agencies during the construction phase of project.
2.	Preconstruction Services
a.	Assist the City in contract execution (Contractor and City).
b.	Organize and lead the preconstruction conference (prepare agenda in accordance with appendix 52.101 of the LAG Manual, send out invitations, conduct meeting, and prepare/distribute meeting minutes) in accordance with appendix 52.102 of the LAG Manual, Coordinate with the City to issue a Notice to Proceed. Coordinate with WSDOT Local Programs.
c.	Review Contractor’s schedule, and provide comments to Contractor and Agency as applicable.

3. Contract Administration

- a. Assist the City with preparation of reimbursement requests to WSDOT.
- b. Provide quality control in accordance with Chapters 52.1 and 52.3 of the LAG, submittal/RAM/QPL review; manage the Record of Materials (ROM) prepared by WSDOT with submittal information; and material testing information, and verify allocations are made in accordance with the requirements of the Contract Documents. Review/track traffic control files.
- c. Track, review and evaluate Request for Information from Contractor. Manage responses to RFIs.
- d. Contractor and subcontractor certified payroll review/tracking (City to provide access to L&I payroll website for project); review/approve of requests to sublet, statement of intent to pay prevailing wages, certified payroll report; complete wage rate interviews.
- e. DBE Tracking: confirm DBE meets contract requirements, conduct commercially useful function surveys, track/submit monthly DBE report to WSDOT in accordance with Section 1-08.1, to confirm goal is met. Conduct on-site interviews as necessary.
- f. Prepare monthly progress (pay) estimates and review with Contractor and City. Prepare WSDOT backup for quantities paid each month. Assist City with WSDOT project billing forms.
- g. Prepare up to two change orders in accordance with Chapter 52.5 and Appendix 52.106 of the LAG. Represent the City's interest in negotiation of change order with the Contractor. Provide independent estimate and record quantity measurements of material, equipment and manpower for determining costs for change orders. Coordinate with WSDOT to obtain Blue Book rates on equipment as may be applicable. Prepare change orders for execution by the City and Contractor subject to approval of the City, CA Agency (WSDOT). This task does not include any work for new or additional design tasks nor additional survey work as may be related thereto depending on the nature of the change order(s).

- h. Conduct construction meetings with the Project Manager, the Contractor, City's representative, various regulatory or funding personnel, utility companies, and other stakeholders deemed necessary to help facilitate construction and construction coordination. Note: this item assumes 2 meetings/site visits by the Project Manager.
  - i. At substantial completion, coordinate with the City, Local Programs (WSDOT) in accordance with chapter 52.81 of the LAG Manual, and resident inspector, and prepare a punchlist of items to be completed or corrected.
  - j. Coordinate final walk-thru of the project with the City, Contractor, inspector, WSDOT, and Project Manager prior to recommending project acceptance.
  - k. Provide copies of all project paperwork to the City and WSDOT.
4. Field Inspection
- a. Provide part time on-site observation services (up to 240 hours over the course of 45 days) to observe the progress of the work and determine, in general, that the work is proceeding in accordance with the Contract Documents and notify Contractor of non-compliance. Review means and methods employed by Contractor and materials delivered to the site. Provide field documentation to include: Inspector's Daily Report, field note records, Weekly Quantity Reports, Weekly Working Day Reports, and Daily Report of Force Account Worked, wage rate interviews, DBE Commercially Useful Function Reports and other pertinent documentation. Confirm quantities for payment with Contractor in the field. Verify material acceptance in accordance with contract/specification requirements.
5. Survey Staking
- a. Provide control points as shown in the Plans to allow for construction staking.
  - b. Provide one-time construction staking for:
    - i. Curb Stakes;
    - ii. Sawcut locations.

6. Material Testing
  - a. Coordinate and provide material and compaction testing services with NCTI. Material testing will include 24 hours of soil and gravel compaction testing, three proctors, five trips totaling 20 hours and 20 cylinders for concrete testing, and two trips totaling 16 hours for asphalt testing.
  - b. Review material testing results and arrange for additional testing as needed.
7. Project Closeout Services
  - a. Assist the City in closing out the project, prepare notice of completion form, project voucher, including WSDOT Local Programs final audit, in compliance with State and Federal law.
  - b. Prepare and sign materials certification form.
  - c. Provide project files to the City and WSDOT if requested.

## EXHIBIT D-1

### CONSULTANT FEE DETERMINATION - SUMMARY SHEET (COST PLUS FIXED FEE)

**Project:** City of Okanogan - Oak Street Improvements

#### Construction Supplement Engineering Costs

Direct Salary Cost (DSC):

Discipline Required	Estimated Hours	Estimated Rate			Estimated Amount
Principal-in-Charge	2	\$46	to	\$75	\$116
Project Manager	18	\$42	to	\$75	\$1,044
Project Engineer	72	\$38	to	\$57	\$3,312
Field Inspector	240	\$30	to	\$56	\$9,120
Professional Land Surveyor	8	\$38	to	\$61	\$416
Field Survey Crew (2 Person)	20	\$55	to	\$94	\$1,340

Subtotal Direct Labor Costs (DLC): \$ 15,348

Indirect Labor Costs (Overhead) @ 181.86% x DLC: \$ 27,912

Fee @ 30% x DLC: \$ 4,604

#### Direct Non-Salary Cost:

Mileage (4,168 at \$0.65/mile) \$ 2,709

Lodging and Meals (24 days @ \$157/Day) \$ 3,768

Testing Services \$ 6,840

**TOTAL ESTIMATED COST: \$ 61,181**

**EXHIBIT D**  
**Consultant Fee Determination - Summary Sheet**  
**(ANTE)**  
**Fee Schedule**

Title	Hourly Rate	Overhead 181.86%	Profit 30%	Rate Per Hour
AutoCAD/GIS Tech./Engineering Intern	\$20 - \$54	\$36.37 - \$98.20	\$6.00 - \$16.20	\$62.37 - \$168.40
Electrical Engineer	\$38 - \$69	\$69.11 - \$125.48	\$11.40 - \$20.70	\$118.51 - \$215.18
Structural Engineer	\$36 - \$67	\$65.47 - \$121.85	\$10.80 - \$20.10	\$112.27 - \$208.95
Environmental Tech./Specialist	\$28 - \$52	\$50.92 - \$94.57	\$8.40 - \$15.60	\$87.32 - \$162.17
Engineer-In-Training	\$30 - \$55	\$54.56 - \$100.02	\$9.00 - \$16.50	\$93.56 - \$171.52
Civil Engineer	\$35 - \$55	\$63.65 - \$100.02	\$10.50 - \$16.50	\$109.15 - \$171.52
Project Engineer	\$38 - \$57	\$69.11 - \$103.66	\$11.40 - \$17.10	\$118.51 - \$177.76
Project Manager	\$42 - \$75	\$76.38 - \$136.40	\$12.60 - \$22.50	\$130.98 - \$233.90
Principal-in-Charge	\$46 - \$75	\$83.66 - \$136.40	\$13.80 - \$22.50	\$143.46 - \$233.90
Resident Engineer	\$38 - \$58	\$69.11 - \$105.48	\$11.40 - \$17.40	\$118.51 - \$180.88
Field Inspector	\$30 - \$56	\$54.56 - \$101.84	\$9.00 - \$16.80	\$93.56 - \$174.64
Field Survey Crew (2 Person)*	\$55 - \$94	\$100.02 - \$170.95	\$16.50 - \$28.20	\$171.52 - \$293.15
Field Survey Crew (3 Person)*	\$91 - \$130	\$165.49 - \$236.42	\$27.30 - \$39.00	\$283.79 - \$405.42
Professional Land Surveyor	\$38 - \$61	\$69.11 - \$110.93	\$11.40 - \$18.30	\$118.51 - \$190.23
Secretary/Word Processor*	N/A	N/A	N/A	N/A

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

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.65 per mile or the current maximum IRS rate without receipt IRS Section 162(a).





**Washington State  
Department of Transportation**

**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

August 16, 2023

Gray & Osborne, Inc.  
1130 Rainier Avenue South, #300  
Seattle, WA 98144

Subject: Acceptance FYE 2022 ICR – Risk Assessment Review

Dear Melissa Drysdale:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR of 181.86% of direct labor (rate includes 0.21 % Facilities Capital Cost of Money). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

*Schatzie Harvey*

[Schatzie Harvey \(Aug 17, 2023 15:16 PDT\)](#)

SCHATZIE HARVEY, CPA  
Contract Services Manager

SH:leg



**October 25, 2023**

To: Grey and Osborne  
Mr. Tim DeVries

Fm: Jim Youngblood

**RE: Oak St. Improvements**

North Central Testing and Inspection is pleased to provide you with the following proposal for the Oak Street Improvements. Based on our estimated time line and phone conversation our estimate is as follows.

**Estimated cost per trip for soils and gravel compaction testing:**

6 – 4.0 hours trips for gravel and backfill @ \$70.00 hr \$ 1680.00

**Soil Laboratory Testing:**

3 – proctors, @ \$185.00 \$555.00  
3 – sieves, @ \$85.00 \$255.00  
2 – fracture face count @ \$65.00 \$130.00  
2 – SE for crushed rock @ \$75.00 \$150.00

**Concrete Testing**

5 – 3 hour trips including travel time for testing and casting cylinders @ \$70/hr \$ 1,050.00  
5 – 1.0 hour trips for cylinder pickup and log in @ \$70/hr \$ 350.00  
5 – set of 4 concrete cylinders @ \$25 ea \$ 500.00

**Asphalt Testing**

2 – 8 hour trips @ \$70.00 per hour \$ 1120.00  
1 – asphalt sample @ \$275.00 \$ 275.00

**Project administration and Secretarial:**

5 Hours Project Management @ \$95.00/hr \$ 475.00  
6 Hours Secretarial for report typing and dissemination @ \$50.00/hr \$ 300.00

**Total Estimated Costs \$6840.00**

213 BENTON ST  
OMAK, WA 98841

PHONE: (509) 826-5861  
FAX: (509) 826-6039

Note this is only an estimate and you will only be billed on the actual time spent on this project.  
Any questions or concerns please give me a call at (509) 322-0702..

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Youngblood". The signature is fluid and cursive, with a large initial "J" and a long, sweeping tail.

Jim Youngblood, Testing Supervisor  
North Central Testing and Inspection